नाशिक महानगरपालिका, नाशिक

कार्यवाही - अनुक्रमणिका

NOTING

अ.क्र.	तपशील (का)	दिनांक	पा. नं. (का)
1)	टिप्पणी मंजुरीसाठी	13/12/2017	01
2	विधी विभाग अभिप्राय.	03/09/2018	02 ते 07
3	मा. मुलेअ / मुलेप अभिप्राय व मा. आयुक्त सो मान्यता	04/9/18	08 ते 16
4	R.F.P. प्रसिद्ध करणे बाबत प्रस्ताव	26/3/18	19
5	मुलेअ / मुलेप अभिप्राय व मा. आयुक्त सो मान्यता.	28/3/18	20 ते 24
6	निविदा प्रक्रीया व मुदतवाढी: RFP Corrigendum.	28/3/18 ते 23/05/2018	25 ते 52
7	फेरनिविदा प्रक्रीया, मुदतवाढी, Corrigendum C.S.D.	24/05/18 to 03/09/2018	53 ते 84
8	तज्ञ समिती गठीत करणे बाबत.	14/9/2018 to 15/9/2018	85 ते 88
9	फेरनिविदा काढणेस मान्यतेसाठी टिपणी R.F.P. C.S.D. मुदतवाढी	17/10/18 to 02/02/2019.	89 ते 136
10	मे. टाटा प्रोजेक्ट्स यांचेशी POC करून घेणेस मान्यतेसाठी:	8/02/19 to 20/02/2019.	137 ते 142
11	आर्थिक देकार उघडणेस मान्यतेसाठी	20/02/2019.	143 ते 144
12	Financial Proposal Template		145 ते 148
13	मा. स्थायी समिती मान्यतेसाठी Docket व करारनामा करणेस मान्यतेसाठी	22/02/2019 to	149 to 154.
14	विधी विभाग अभिप्राय बा. टिपणी	05/03/19	155 ते 156
15	करारनामा व कार्यादेश देणे बाबत.	06/03/2019 ते 15/06/19	157 ते 204
16	करारनामा व कार्यादेश देणे बाबत विस्तृत टिपणी व मान्यता.	02/8/19 ते 03/08/19	205 ते 296
17	करारनामा व वर्क ऑर्डर स्वाक्षरीस	20/08/19	297 ते 298
18	कामाचे दस्तऐवज मनपावेबझाईटवर प्रसिद्धीस मान्यतेसाठी टिपणी.	28/09/2020	299
19	निविदा बयाना रक्कम परत करणे बा. टिपणी	12/2/20	टि 229 ते 223
20	प्रकल्पास मुदतवाढ बा. टिपणी	08/7/20	टि 225 ते 226
21	कमांड कंट्रोल सेंटरला जागा मिळणे बा.	08/7/20	टि 227 ते 228
22	Escrow Account open करणे बाबत टिपणी व Draft मान्यतेस.	05/11/20	टि 229 ते 242
23	जेरेव परिक्षण अभिप्राय मा. आयुक्त सो मान्यता	28/9/20	टि 243 ते 244
24	अँड समिर जोशी यांचा अभिप्राय		245, टि 246
25	Escrow account उघडणे बाबत टिपणी	26/11/20 ते 7/12/20	टि 247 ते 280
26	Concession period सुरु करणे बा. टिपणी	02/12/20	टि 281 ते 282

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नाशिक महानगरपालिका
राजीव गांधी भवन
विद्युत विभाग
दिनांक :-१३/१२/२०१७

सविनय सादर

विषय :- नाशिक महानगरपालिका क्षेत्रात स्मार्ट सिटी डेव्हलपमेंट कार्पोरेशन मार्फत ऊर्जा बचत प्रकल्प राबविणेबाबत.

महोदय,

नाशिक महानगरपालिका स्मार्ट सिटी डेव्हलपमेंट कार्पोरेशन लि. अंतर्गत एरिया बेस डेव्हलपमेंट (Area Base Development)परीसरामध्ये स्मार्ट लायटिंग लावणेचा प्रस्ताव आहे. मात्र सदर परीसराचे क्षेत्रफळ एकूण शहराच्या प्रमाणांत फार कमी असल्याने स्मार्ट लाईटींग कमी प्रमाणात बदलल्या जातील. सबब संपुर्ण मनपा क्षेत्रांत स्मार्ट लायटिंग करणेचा प्रस्ताव आहे.

त्यानुसार मे.के.पी.एम.जी. (स्मार्ट सिटी सल्लागार) यांनी प्रकल्प अहवाल मनपास सादर करणेकामी तयार केला असुन PPP अंतर्गत मनपा क्षेत्रांत स्मार्ट लायटिंगचा प्रकल्प राबविता येईल. या प्रकलाअंतर्गत अस्तित्वातील सोडीयम / टी-५ फिटींग्ज काढून त्या ठिकाणी स्मार्ट लाईटस् लावणेत येतील. सदर काम करतांना एजन्सीने स्मार्ट लाईटस् पुरविणे, बसविणे आणि देखभाल व दुरुस्ती करणे इ. बाबींचे अटी शर्तीनुसार पालन करणे आवश्यक आहे. स्मार्ट लाईटस् लावतांना त्यामध्ये ग्रुप डिमींग करुन अस्तित्वातील कंट्रोल पॅनेल बदलावयाचे आहेत. सद्यस्थितीत पथदीपांचे केबल, वायर्स सुस्थितीत असलेने ते बदलणेची गरज नाही. तथापी भविष्यात खराब झालेस एजंसीला ते बदलावे लागेल व त्याची देखभाल करावी लागेल. सध्याच्या सोडीयम/ टी-५ फिटींग मक्तेदाराने घेऊन त्याबदल्यात मनपास त्याची रक्कम द्यावी लागेल.

सध्या अस्तित्वातील लावलेल्या एल.ई.डी. फिटींग्ज एजंन्सीने घेऊन त्याऐवजी डीमींग मोडच्या स्मार्ट फिटींग्ज लावणेत याव्या तसेच नव्याने होणा-या वस्तीतही एजंसीने स्मार्ट फिटींग्ज लावून त्यांची देखभाल व दुरुस्ती करावी .

विद्युत विभागाने एल.ई.डी. फिटींग लावणेच्या प्रसिध्द केलेल्या निविदा मा.महासभेच्या मंजूरी पर्यत स्थगित ठेवाव्या लागतील.

स्मार्ट लाईटिंग करतांना स्मार्ट कंट्रोल पॅनलचा वापर केला जाईल. तसेच सदरील स्मार्ट लाईटिंगपैकी काही भाग अथवा लाईट्स काही तांत्रिक कारणास्तव बंद पडल्यास त्याचे मॉनिटरींग होणार आहे. स्मार्ट सिटी अंतर्गत पंचवटी विभागीय कार्यालय येथे कमांड कंट्रोल सेंटर उभारणेंत येत आहे. तेथे विद्युत विभागाचे कर्मचारी तैनात राहतील व बंद पडलेले स्मार्ट कंट्रोल पॅनल अथवा स्मार्ट लाईट लगेच दृष्टीपथात येवून त्याबाबतची दुरुस्तीची कारवाई तातडीने करता येईल.

सद्यस्थितीत मनपा विद्युत विभागाकडे पुरेसे मनुष्यबळ नसल्याने सदरच्या प्रकल्पा अंतर्गत यशस्वीरित्या स्मार्ट लाईट देखभाल दुरुस्ती एजन्सीमार्फत करणेत येईल. यानुसार **मनपास कुठल्याही प्रकारची अर्थिक गुंतवणूक न करता संपूर्ण मनपा क्षेत्रातील पथदिप स्मार्ट लाईटींग मध्ये रुपांतरीत होतील.** तसेच सदर प्रकल्प अंतर्गत स्मार्ट कंट्रोल पॅनल पासून ते स्मार्ट लायटिंग पर्यंत केबल, वायर, फ्युजेस, एमसीबी इत्यादी सर्व बाबींची देखभाल व दुरुस्ती एजन्सीमार्फत करणेत येईल.

(2)

स्मार्ट लायटिंग करतांना काम करणारी एजन्सी ही स्वखर्चाने मनपा क्षेत्रांत स्मार्ट लायटिंग करतील व मा.महाराष्ट्र राज्य ऊर्जा धोरणांतर्गत बचत होणारी वीज व त्यापोटी **कमी** येणारे म.रा.वि.वि.कंपनीचे दरमहाचे वीज बिल ESCRO खात्यात जमा करुन ते मनपामार्फत म.रा.वि.वि. कंपनीस अदा करता येईल.

वरील सर्व बाबींचा विचार करता सदर प्रकल्प अहवाल मा.महासभेच्या प्रशासकीय मान्यतेसाठी ठेवणेस मंजूरी मिळणेस विनंती आहे.

Sect. Engg. 13/12

मा० उप आयुक्त (वि)

13/12

मा० कार्य आयुक्त (वि)

मनपा हद्दीत ऊर्जा बचत प्रकल्प सबाबतचा प्रस्ताव आहे. सदर बाबत विधी विभागाचा अभिप्राय मिळणेस विनंती.

13/12

मा. विधी विभाग.

सादर.

— LED बाबतचे मा. न्यायालयीन प्रक्रियेबाबतचे अभिप्राय या पूर्वीच मनपाचे मा. जिल्हा न्यायालयातील कायदा सल्लागार ॲड श्री. आर.पी. पगार यांनी दिलेले आहे. त्यानुसार त्याचे अवलोकन करता निविदा प्रक्रियेबाबत स्वयंस्पष्टपणे नमुद केलेले आहे.

— विद्युत व्यवस्था, त्यात सुधारणा करणे ही दैनंदिन नित्य सेवेची आवश्यक बाब आहे. ही सुविधा यांबाबतीने, खंडीत ठेवणे योग्य होणार नाही.

— सदर बाबीस निविदा प्रक्रियेस कोणतीही मंडचणा अथवा stay वगैरे नाही. त्याचप्रमाणे मा उच्च न्यायालयातील सदर मक्तेदार यांने सादर केलेला, दावा Admission stage चे वेळीच Dismiss केलेला आहे. सबब याबाबत पुढील उचित कार्यवाही करणेस कोणतीही हरकत वाटत नाही.

H.O

नाशिक महानगर पालिका क्षेत्रात NMSCDCL मार्फत उर्जा बचत प्रकल्प राबविणे.

सादर,

सोबत विधी विभागाचा अभिप्राय जोडला आहे. तसेच मा. जिल्हा न्यायालयातील कायदा सल्लागार श्री. आर. पी. पगार यांचाही अभिप्राय सोबत जोडला आहे. तरी अवलोकन पुढील उचित निर्णयास्तव सादर.

19/12

मा. कार्य अभियंता 19/12

मा. अतिरिक्त आयुक्तांकडे विभागाची व विधी विभागाची स्पष्ट अभिप्राय सह कायम करणे आवश्यक आहे, असह पूर्ण मार्ग कायदेशीर बाजू मांडून प्रस्ताव स्पष्ट सादर करावा

20/12/017

४६२
20/12/16

सादर,

मे. के. पी. एम. जी., कंसलटंट, स्मार्ट सिटी यांनी नाशिक मनपा क्षेत्रात स्मार्ट लाईटस् लावणेसाठी प्रस्ताव तयार करून सादर केला आहे.

यात

1) स्मार्ट स्ट्रीट लाईटींग केल्याने एनर्जी consumption कमी होणार आहे. तसेच प्रत्येक मिटरींग पॉईंटचा real time data मिळणार आहे. त्यामुळे वीज शिल्लक बचत होणार असून मेटेन cost कमी होणार आहे.

2) निविदा प्राप्त मक्तेदाराने स्वखर्चाने मनपा क्षेत्रातील अस्तित्वातील स्ट्रीट लाईट फिटींग्ज बदलून त्याऐवजी Smart Bigs.

लावावयाच्या आहेत. त्यासाठी मीटरींग पॉईंटचे डिझाईन तयार करून त्याद्वारे Remote measurement, monitoring व switching करावयाचे आहे. तसेच पूर्ण system चे operation व maintenance including replacement करावयाचे आहे. आलेल्या तक्रारींचे त्वरीत निराकरण करावयाचे आहे.

3) सदरचा project शहरातील स्ट्रीट लाईटचा survey करून त्याचा implementation plan तयार करून smart light ftgs 1 वर्षात लावावयाच्या आहेत. तदनंतर 1 वर्षे operation व maintenance करावयाचे आहे.

4) सदर काम करतांना मक्तेदाराने आवश्यक ती Lux level maintain करणे गरजेचे आहे.

5) सदर project मध्ये साधारण 75.2% energy saving अपेक्षित आहे.

6) जुन्या काढलेल्या फिटींग्ज (अ) मक्तेदाराने स्वतः scrap मध्ये घेऊन त्यापोटी मिळालेली रक्कम ESCRO खात्यात जमा करावयाची आहे. व त्यातून येणारे मासिक बील करावयाचे आहे. किंवा

(ब) मक्तेदाराने जुन्या काढलेल्या फिटींग्ज मनपात स्टोअरला जमा करावयाच्या आहेत व मनपाने त्याचा जाहीर लिलाव करून येणारी रक्कम ESCRO खात्यात जमा करावयाची.

यानुसार बचत झालेल्या वीजबीला पोटीची रक्कमेचा share मक्तेदाराने ठरवून मनपास व मक्तेदारास किती share याचे Bid सादर करावे लागेल. त्यामध्ये जो मक्तेदार मनपास जास्तीत जास्त share देईल त्याचे Bid final करता येईल. यामध्ये मनपाची बुडलीही आर्थिक गुंतवणूक नसणार.

तरी कृपया पुढील आदेशार्थ सादर.

[signature] [signature] 30/12/17 [signature] 30/12

मा. उपमा/कि.टी.

नाशिक मनपा मार्फत अस्तित्वात असलेले पथदीप बदलणेचे काम मे. MIC कंपनीस देणेत आलेले होते. सदरच्या कामापोटी

मक्तेदारास बँक गॅरंटी र.रु. ४० कोटी अधिक र.रु. २० कोटी अधिक र.रु. २० कोटी असे एकूण र.रु. ८० कोटी ची बँक गॅरंटी लेखा ~~मार्फत~~ विभागा मार्फत देणेत आलेली आहे. मक्तेदारास निविदा व करारनाम्यातील अटी शर्ती नुसार एल.ई.डी. फिटींगचा उजेड देणेबाबत व आवश्यक त्या तपासण्या करुन देणेबाबत विचारणा केली असता मक्तेदाराने केवळ ३५० फिटींग लावलेल्या असून उर्वरीत काम न करता करारनाम्यातील अटी शर्तीनुसार Termination ची नोटीस दिलेली आहे.

सदर कामाची वर्क ऑर्डर करारनामा अटीशर्ती याबाबतची संपूर्ण माहीती व त्यांच्या छायांकीत प्रती विधी विभागास तसेच मनपा कायदे सल्लागार नाशिक जिल्हा न्यायालय व मुंबई हायकोर्ट यांना देणेत आलेल्या आहेत.

मक्तेदाराने टर्मिनेशनची नोटीस दिलेली असल्याने व मनपा मार्फत मक्तेदारास र.रु. ८० कोटीची बँक गॅरंटी दिलेली असल्याने मक्तेदारामार्फत सदर बँक गॅरंटीचे रोखीकरण होऊ नये या करीता तत्कालीन मा. आयुक्त यांनी आदेशीत केले नुसार जिल्हा न्यायालयात दोन दावे दाखल करुन बँक गॅरंटीचे रोखी करण करु नये या करीता स्थगिती आदेश मिळविला आहे.

MIC कंपनीस बँक गॅरंटी देतांना लेखा विभागा मार्फत बँकगरंटीचे दरवर्षी बँकेस कमीशन देणेबाबत निश्चित केले असून मागील वर्षी बँकेने मनपा कडून मोठी रक्कम वसूल केल्याची माहीती मिळाली आहे. भविष्यात मनपाचे आर्थिक नुकसान होण्याची शक्यता ~~क~~ नाकारता येत नाही. त्याबाबत मनपा लेखा व लेखा परीक्षण विभाग यांचे स्पष्ट अभिप्राय घेणे उचित होईल.

करारनाम्यातील अटीशर्ती ~~नुसार~~ व तरतूदी नुसार भविष्यात न्यायालयाचा कशाप्रकारे निर्णय लागेल याबाबत विद्युत विभागास स्पष्ट अभिप्राय देता येणार नाही.

P.T.O.

नाशिक शहरात BOT तत्वावर LED दिवे बसविल्यास मनपाचा आर्थिक व मनुष्यबळ अशा प्रकारे दोन्ही स्वरूपाचा फायदा होणार आहे. न्यायालयीन बाबीबाबत तत्कालीन विधी अधिकारी यांनी पान क्र. २ वर त्यांचे अभिप्राय नोंदविले आहेत. मात्र मा. अतिरीक्त आयुक्त सो. यांनी पान क्र. ३ वर आदेशीत केलेनुसार विधि विभागामार्फत अभिप्राय मिळणेस सविनय सादर.

मा. कार्य अभियंता (वि.)

दि. १२/१२/२०१७ मा. आयुक्तांनी ~~[illegible]~~ यांनी आदेशीत केलेनुसार टिप्पणी मागणेबाबत ठेवली आहे. सदर प्रस्तावात मनपाला कुठल्याही प्रकारची आर्थिक गुंतवणूक न करता मनपा शेजारील पक्षदीप स्मार्ट लाईटिंगमध्ये रूपांतरीत होणेच. सदर प्रकल्प स्मार्ट सिटी मार्फत राबविणेत येईल. सदर प्रकल्प मनपाच्या दृष्टीने फायदेशीर असून त्याचे मा. महासभा मागणेसाठी डॉकेट ठेवणेसाठी टिप्पणी मागणेसाठी सादर. तथापि सदर प्रस्तावात विधी विभागाकडून ~~[illegible]~~ अभिप्राय होणेस विनंती

मा.

RGB/CY
3/9/18

मा. विधी विभाग प्रमुख –

दि. २/१/१८

विधी विभाग
०४/०४
3/9/18

मे० सादर.

२/- प्रस्तुत प्रकरणी मा. महासभेसाठी डॉकेट ठेवणेसाठी सदर प्रस्तावास आपले माहितगार कर्मचारी/अधिकारी यांनी –

RGB/CY
3/9/18

→

(7)

ॲड. आर. पी. पगार यांचेसे प्रत्यक्ष संपर्क साधून अभिप्राय प्राप्त करून घेणेसे सादर.

लिपिक

मा. विधी विभाग प्रमुख तथा मा. उपआयुक्त (कृषि) सो.

चर्चा करा.

पिकी सल्लागार ॲड. आर. पी. पगार यांनी अभिप्राय दिलेला आपण प्रस्ताव मा. महासभेवर ठेवणेसे हरकत नाही.

3/01

~~विद्युत विभाग~~

मा. अतिरिक्त आयुक्तांनी —

RGB/CY
7/9/18

सभेसे चर्चा केली. सदर प्रस्ताव मा. पुलेअ व पुलेअ मार्फत येणेसे आदरणीय केले आहे. आयुक्त मा. पुलेअ व पुलेअ अभिप्राय मिळणेसे सादर.

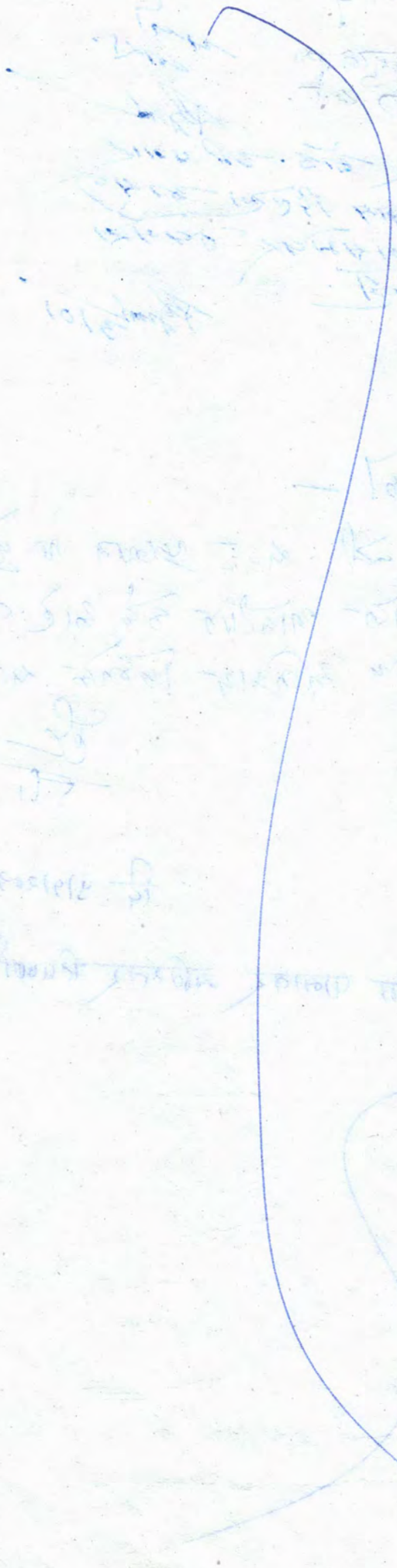
5/1

मा. पुलेअ

दि. 5/9/2018

सविनय सादर, पुढील पानावर सविस्तर टिपणी सादर.

RGB/CY
5/9/18



(9) दि. 5/1/18

सविनय सादर,

वित्तीय वर्ष 21013-14 मध्ये विदयुतीकरणाच्या बाबतीत निविदा प्रक्रीया राबविली होती. त्याअनुषंगाने विभागाने विधी विभागाचे अभिप्राय प्राप्त् केले आहेत व त्याअनुषंगाने विधी विभागाने प्रस्तुत प्रकरणी कोणतीही अडचण येणार नसलेचे सूचीत केलेने फेर प्रस्ताव सादर केला आहे. तथापि विभागाने प्रथम खालील मुदद्यांची खात्री करावी.

1. राज्यशासनाचे उर्जा धोरणानुसार सदरचा प्रस्ताव असला तरी विभागाने हया बाबतीत 'अ' 'ब' 'क' 'ड' 'ई' चे दायित्व् बाबनिहाय स्पष्ट करावे. लेखा शाखेकडील आकडेवारीनुसार खालीलप्रमाणे दायित्व् आहे.

पथदीप विदयुतीकरण

संगणक कोड	अ	ब	क	ड	ई	एकुण
2576	11401588	-	46920569.50	2764200	243817528	**304903976**

याबाबत कृपया खात्री व्हावी.

या संपूर्ण प्रक्रीयेबाबतच्या कार्यक्रमाची अंमलबजावणी करीत असतांना विभागाचे नियोजन कसे राहणार आहे. कारण सदरच्या निविदा प्रक्रीयेत विभागाने पोल बदलणे/फिटींग बदलणे व परिरक्षण या बाबी निविदेमध्ये अंतर्भूत केलेल्या आहेत.

2. परिरक्षण (Maintenance) या सदराखाली एकूण दायीत्व् रक्क्म रुपये 17,99,38,594/- आहे.

साधनसामग्रीच्या पुर्नवापराबाबत विभागाचे नियोजन काय असणार आहे. याबाबतही अभिप्राय दयावेत.

3. Smart City चा Area ची प्रतिपूर्ती Smart City कडून होणार किंवा कसे? याबाबतही विभागाने खात्री करावी.

4. सदयस्थितीत मागील निविदेची प्रक्रीया न्यायप्रविष्ठ आहे त्यात Arbitation चा मुद्दा अंतर्भूत आहे. त्याअनुषंगाने सदरच्या प्रक्रीयेवर कोणताही परिणाम होणार आहे किंवा नाही याबाबत विभागाने स्पष्ट अभिप्राय नोंदवावेत. सदरच्या प्रकरणातच Bank Guarantee बाबत लेखा शाखेने कोणती प्रक्रीया राबवावी. Bank Guarantee चे संबंधित बँक दरवर्षी सुमारे 46.00 लाख एवढे Commission परस्पर कापून घेत आहे. परंतु करारनाम्यानुसार ते संबंधित मक्तेदाराने भरावयाचे आहे. या अनुषंगाने विभागाने कार्यवाही करुन महानगरपालिकेवर आर्थिक बोजा येणार नाही याचीही खात्री करावी.

5. महानगरपालिकेचे सदरचे फिटींग बसविल्यामुळे किती रकमेची बचत होणार आहे याचे सविस्त्र उदाहरणादाखल म्हणून संभाव्य् परिगणना

तक्ता व महानगरपालिकेकडून त्या संबंधित एजन्सीज किती रक्कम व किती वर्षे दयावी लागेल याबाबतही खुलासा होणे आवश्यक आहे. हया संपूर्ण बाबींचा खुलासा व महानगरपालिका विधी विभागाचे सविस्तर अभिप्राय डॉकेट मध्ये नोंदवून डॉकेट धोरणात्मक निर्णयास्तव सादर होणे हितावह राहिल.

6. डॉकेटमध्ये लेखा विभाग/लेखापरिक्षण विभाग यांचे अभिप्राय बद्दलचा मुद्दा संयुक्तिक नाही. विभागाने तांत्रिक मुद्दा स्पष्ट करुन धोरणात्मक निर्णयास्तव सादर करावे.

क.लिपीक- Akram 5/1/18

उपमुख्यलेखापाल- यापूर्वी L.E.D. फिटिंग, व साहित्य खरेदी बाबतचे इतर साहित्य खरेदी बाबतचे

मा.मुख्यलेखाधिकारी- हे प्रस्ताव मंजूर झालेले आहेत त्या बाबत विभागाची मुदतीचा स्पष्ट विभागाने नोंदवावी.

तसेच उपरोक्त साहित्य खरेदी केलेले आहे परंतू देयके देणे बाकी आहे त्यांचे बाबतीत म.न.पा.ची काय मुदतीचा आहे याबाबतही स्पष्ट खुलासा मागवावा. असे मत आहे.

5/1/18.

5 JAN 2018

मु-ले-अ.

5/1/2018

C.A.

विषय. नाशिक मनपा क्षेत्रात स्मार्ट सिटी डेव्हलपमेंट एरिया, रोड कार्पेट कार्पेट लाईटिंग प्रकल्प राबविणे बाबत.

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① संपुर्ण मनपा क्षेत्रात स्मार्ट लायटिंग करण्याचा प्रस्ताव विभागाने सादर केलेला आहे. स्मार्ट सिटीच्या ABD कार्यक्षेत्र क्षेत्र कमी असल्याने संपुर्ण शहरास फायदा होणार नाही या अनुषंगाने नाशिक मनपा ने सादरच्या कार्यक्रमाची संपुर्ण शहरभर अंमलबजावणी बाबतचा प्रस्ताव सादर केला आहे, असे मुद्दा क्र. १ ते ६ वरील विभागाच्या अभिप्रायाप्रमाणे दिसून येत आहे. असे असताना टिपणीचा विषय मात्र "स्मार्ट सिटी डेव्हलपमेंट कार्पोरेशन" मार्फत उर्जा बचत प्रकल्प राबविणे बाबत" असे का नमुद केले आहे याबाबत विभागाने कृपया खात्री करावी.

② "सादरच्या विषयामुळे" निधी / खर्च स्मार्ट सिटी अंतर्गत होणार किंवा कसे याची शंका निर्माण होते. तरी विषयाबाबत उचित दुरुस्ती होणे आवश्यक.

③ सादरचा खर्च मनपा ~~निधीतून होणार~~ असल्याने करणार. असल्यास खात्रीत बाबींबाबत विभागाने खात्री करणे आवश्यक आहे.

3:१) शासनाचे उर्जा बचती बाबत / संवर्धनाबाबत धोरण आहे. याबाबे केरवापरिक्षण विभागाने इतरापेक्षा विभागाकडून सादर झालेल्या संचिकेवर वेळोवेळी अभिप्राय नमुद केलेले आहेत. केरवा शाखेने मुद्दा क्र. ६ वरील अनुक्रमांक १ व २ अन्वये विभागाने डाईड डिटिंग व परिरक्षणासाठी यंत्रसामुग्री बाबत सादर झालेल्या प्रस्तावांची आकडेवारी नमुद केलेली आहे. ही आकडेवारी पाहता यातून दिलेला वर्क ऑर्डर्स / कार्यान्वित निविदा / परिरक्षण कालावधी, परिरक्षणासाठी खरेदी केलेली साधन सामुग्री बाबत विभाग कोणते नियोजन करणार याचा बोध होत नाही.

3:२) उर्जा संवर्धन धोरणाची अंमलबजावणी मनपा करणार असेल तर मनपा निधीचा वापर होणार की वित्त आयोग / केंद्र शासन / राज्य शासन / स्मार्ट सिटी कडून निधी उपलब्ध करण्यात यावी.

3:3) ABD क्षेत्राचे क्षेत्रफळ किती होते, याक्षेत्रात किती पथदिप सद्यस्थितीत कार्यान्वित आहेत ? LED फिटिंग्ज आहेत ?

(P.T.O.

जुन्या फिटिंग्ज आहेत, कधी बसविण्यात आलेल्या आहेत व त्याचा खर्च प्रोपेपुर्ती स्मार्ट सिटी कडून मिळवणे किंवा कसे याबाबतही विभागाने खात्री करावी.

3:४) मनपाने नव्याने LED फिटिंग्ज अन्वये किती पथदिप कार्यान्वित केले? त्या ती संख्या, त्याचा परिरक्षण कालावधी याबाबतचा उपस्थित व सदरच्या फिटिंग्ज बाबत त्याचा अंतर्भाव याबाबत तांत्रिकता तपासून खात्री करावी.

3:५) विभागाच्या दाव्यात असलेल्या प्रशासकीय मान्यता, निविदा प्रक्रिया याबाबत (रद्द करले बेगरे) कोणती कार्यपद्धती अवलंबणार आहात याबाबतही खात्री होणे आवश्यक आहे.

3:६) ~~उपरोक्तशिवाय~~ ~~याशिवाय~~ शहरात किती फिटिंग्ज अथवा किती पथदिप आवश्यक असतील याची संख्या निश्चित करणे, गरजेचे आहे. सध्यस्थितीत येणारे विद्युत बील किती आहे, यामुळे किती विद्युत बिलात बचत होईल, PPP चा कालावधी किती राहिल, त्यास संभाव्य किती रक्कम द्यावी लागेल, इत्यादि बाबत विभागाने खात्री करणे आवश्यक आहे.

अ

४) MIC Co. चे प्रकरण न्यायप्रविष्ट आहे त्याचे तडजोडीत्मक (~~ecbr~~ arbitration) पुर्ण झाले आहे काय याबाबत खात्री व्हावी. तसेच विभागाने पृष्ठ क्र. ९ वर अनुक्रमांक ४ वर ~~ऑफ~~ जॉरंटी संबंधात ~~ऑफेड्डन~~ कमिशन कापले जात आहे याकडे लक्ष वेधले आहे. (२.क्र. ४६ लेखा परिक्षण) याबाबत कोणतेच विभागीय विभागाय अभिप्राय दिसून येत नाही. सदरचे दायित्व मनपावर येणार नाही याबाबत स्पष्ट अभिप्राय येणे आवश्यक आहे.

५) विभागाने याबाबत खात्री करावी, तसेच ऑडिट मध्ये विभागीय विभागाचे अभिप्राय स्पष्ट नोंदवून वोरकात्मक निर्णयाची महासभेची मान्यता घेणे आवश्यक राहिल. विभागाने करावयाच्या उचित कार्यवाहीस्तव.

लेखापरिक्षण विभाग
आवक क्र.- ५१७५ दि.- ५/१/१८
जावक क्र.- ५१५५ दि.- ५/१/१८

विभागाने लेखा शाखेस द्यावे लागणारे वार्षिक कमिशन (बँक गॅरंटी स्तव) याबाबत अंतिम निर्णय त्वरित होणे आवश्यक असून यासर्व बाबींचा उहापोह करून मा.महासभेस प्रस्ताव मंजूरीस्तव सादर करणे उचित ठरेल.

सहा.लेप — 6.1.18

उपमुलेप — 6/01/18 → आत्तापर्यंत झालेला खर्च बाबत उचित कार्यवाही व्हावी.
→ उपरोक्त अ प्रमाणे पूर्तता करावी
→ मागील निविदा बँक गॅरन्टी कमिशन कपात व arbitration बाबत कार्यवाही होणे आवश्यक

मा. मुलेप — 6.1.18

मा. कार्यकारी अभियंता — Pl. comply 6/1

सविनय सादर,

टिपणीमध्ये पृष्ठ क्र. १ मध्ये नमुद केलेल्या स्मार्टसिटी डेव्हलपमेंट कॉर्पोरेशन मार्फत उर्जाबचत प्रकल्प राबविणे बाबत आसलेला विषय सदरचा प्रकल्प मनपामार्फत होणार आसल्याने बदलणेत आलेला आहे. स्मार्टसिटी अंतर्गत ABD परिसरात प्रकल्प अत्यंत छोट्या क्षेत्रफळाचा आणि आसल्याने राज्याच्या उर्जा संवर्धन धोरणाची पुर्णपणे आंमलबजावणी होउ शकत नाही नव्हती. मनपाचा विद्युत देयका पोटी सरासरी मासिक खर्च रु 2 कोटी असुन हा कमी होणे, शहराचे सुशोभिकरण होणे आवश्यक आहे. वि-य वर्षे २०१७-२०१८ मध्ये सर्वच लोकप्रतिनिधींची त्यांचे कार्य-क्षेत्रात विद्युत फिटिंग असुनही LED fitting बाबत मागणी मोठ्या प्रमाणात होती व आजमितीस लेखाविभागे

P.T.O.

दर्शविलेप्रमाणे एकुण प्रशासकिय मान्यता प्राप्तही झाल्या आहेत.

सदय स्थितीत या शिवाय इतर प्रभागातील LED बसविणे बाबत आग्रह आहे. यासाठी वेळोवेळी निविदा प्रक्रिया करणे, परिरक्षण करणे या बाबिसाठी विभागास कामकाज करावे लागणार होते. यामुळे राज्याचे उर्जा संवर्धन धोरणाप्रमाणे व स्मार्टसिटीसाठी सल्लागाराने तयार केलेल्या प्रकल्पाची अंमलबजावणी करणे हितावह ठरेल. असे मा. आयुक्त व मुख्य कार्यकारी अधिकारी स्मार्टसिटी यांनी सुचित केले असता त्यांनिक दृष्ट्या ते योग्यही आसल्याने सदरचा प्रस्ताव सादर केला आहे.

(2)

मनपाने सद्यस्थितीत दिलेल्या वर्क ऑर्डर फिटिंग अंदाजे किंमत ₹ ४ कोटी बाबत योग्य निर्णय घ्यावा लागणार आहे. मनपाच्या या भांडवलाचा योग्य विनियोग घेण्याच्या अनुषंगाने मे. के. पी. एम. जी. प्रकल्प सल्लागार यांच्या अहवालातील नमुद विकल्पानुसार योग्य विकल्पाची निवड करणेत येईल. तसेच इतर ७.२५ कोटी रकमेचे निविदा व प्रशासकिय मान्यता रद्द करणेबाबत धोरणात्मक निर्णय होणेसाठी मा. महासभेस मान्यतेस्तव सादर

(3)

करणेत येणार आहे.

दुरदृष्टीचा विचार करता व उर्जा संवर्धनाचा पर्यावरण विषयक विचार करता आजच्या स्थितीमध्ये हा निर्णय घेतला तर सदय स्थितील झालेल्या खर्चाची प्रतिपुर्ति उर्जा संवर्धनाद्वारे होणार आहे. अशा पध्दतीची कार्यपध्दती फुले महानगरपालिका व
(4) नागपुर महानगरपालिकेने राबविली आहे. यासाठी स्मार्ट सिटीची सल्लागार फिम यांनी प्रकल्प अहवाल केलेला असल्याने त्याची अंमलबजावणी केली जाणार आहे. व स्मार्टसिटी अंतर्गत ABD एरिया अंतर्गत नविन प्रकल्प कार्यान्वित होणार असल्याने
(5) त्यांचे कुठुन निधि होणेबाबत प्रश्न उदभवणार नाही.

विषयांकित प्रकरणी MIC कंपनीसाठी बँक गॅरंटी व सदरचे प्रकरण कार्यान्वीत झाले नसल्याने
(6) मनपास कोणतेही वित्तीय दायीत्व येवु नये यासाठी वित्त विभागाचे अभिप्राय घेतले असुन वित्त विभागाने पुष्ठ क्र. ७ वर प्रस्ताव महासभेवर ठेवणेस हरकत नसल्याचे सुचित केले आहे. विषयांकित प्रकरणी Arbitration च्या अनुषंगाने बँक गॅरंटी कमिशनचे
(7) दरवर्षी कपात होणारी ₹ ४६ लक्ष हयावे लागणार नाहीत; या अनुषंगाने वित्त विभागाच्या सल्याने कुशल कार्यवाहीची दक्षता ~~घेतलेली आहे~~ घ्यावीलागेल या बाबत लेखा विभागामार्फत कार्यवाही चालु आहे.

P.T.O. →

तसेच ही वस्तुस्थिती महासभेसमोर योग्य त्या निर्णयास्तव मांडणेत येत आहे. विधि विभागाचे अभिप्राय घेतले असल्याने व मनपाचे पर्यादेप बसविणे बाबतचे दैनंदिन कर्तव्य पाहता सदरची ऊर्जासंवर्धन धोरण राबविणे आवश्यक आहे.

(8)

सद्य स्थितित नविन यंत्रसामुग्री परिरक्षणाअंतर्गत कोणतीही साधन सामुग्री घेतलेली नसुन जी खरेदी प्रस्तावित केलेली होती. ती या प्रस्तावास मान्यता मिळाल्यास स्थगिती घेण्यात यावी. सदरची बाब डॉकेट मध्ये निदर्शनास आणण्यात आलेली आहे.

(9)

प्रस्ताव धोरणात्मक निर्णयास्तव असलेने महासभेसमोर जाणे आवश्यक आहे.

Kulkarni 6/1 6/1

मा. उपअभियंता (विद्यु) 6/1 6.1.18

मा. कार्य अभियंता (वि)

रेवार

मा. मु. ले. अ.

विभागाचे उपरोक्त खुलाशाप्रमाणे विभागाने लेखा शाखा व लेखा परिक्षण शाखेने उपस्थित केलेल्या मुद्यांचे अनुषंगाने मनपाचे आर्थिक नुकसान

(कृ. पुढील पानावर पहावे)

होणार नसलेबाबत मंजूर केले आहे.
बँक गॅरंटीच्या अनुषंगाने व मागील कंपायचे अनुषंगाने वित्त विभागाचे अभिप्राय घेणेबाबत सदरचा ~~अभिप्राय~~ प्रस्ताव मा० महासभेच्या घोषणात्मक निर्णयासाठी सादर केल्याचे मंजूर केले आहे. बँक गॅरंटी पोटीचे कमिशन कापले जाणे आहे त्याबाबत विभागाचे अभिप्राय घेऊन तांत्रिक ~~निविदा~~ बाबी-स्वतंत्र प्रशासकीय कार्यवाही करणे योग्य आहे असे विभागाला सूचित केले आहे.

10 ~~10~~ 10/1/2018

मा० मुख्याधिकारी

विद्युत विभाग
आवक क्र. / दि. - / /
जावक क्र. / दि. / /

लेखापरिक्षण विभाग
आवक क्र.- ५२१४ दि.- ७/१/१८
जावक क्र.- दि.- / /

पृष्ठ ९३ वर लेखापरिक्षण विभागाने

ऊर्जा विभागाने ऊर्जा संवर्धन अनुषंधाने होणारे ऊर्जा बचत, पर्यावरण जतन आणि परिक्षण होणारी बचत अशुद्ध केली आहे:

यापुर्वी BEE यांच्या ~~अभिप्राय~~ अनुषंधाने विविध विभागाने ~~अभिप्राय~~ केलेल्या सादरचे कार्यवाही, प्रलंबित केले काम विभागाने दुरुस्ती, सादर केला आहे. त्या अनुषंधाने घोषणात्मक निर्णय घेणे साठी प्रस्ताव सादर केला आहे.

बँक गॅरंटी व लाकडीत कमिशन बाबत अनुषंधाने विभागाने स्वतंत्र प्रशासकिय निर्णय घेतलेनंतर घेणे काम कार्यवाही करणे आवश्यक आहे.

विभागाने ऊर्जा संवर्धनाचा सादर केलेला प्रस्ताव मासभेसमोर सादर करणेस निर्णयासाठी सादर

7.1.18

उपमुख्याधिकारी - 6/01/18

मा. मुख्याधिकारी

मूलेज यांचे ११ ते १३ वरील रेटचा ~~प्रस्ताव~~ विभागाने पृ-१३ ते १६ वर केला आहे.

विद्युत विभागाचा पृ. क्र. १३ ते १६ वरील १ ते ९ आर्थिक अभिप्राय व मूलेज यांचे पृ-१७ वरील अभिप्राय नुसार मा. महासभेच्या घोषणात्मक निर्णयास्तव प्रस्ताव

मा. अति. कार्यकारी अधिकारी यांना कार्यवाहीस्तव

मा. मुलेश व मुलेश यांनी नस्ती तपासून प्रस्ताव मा. महासभेच्या निर्णयास सादर करणेबाबत अभिप्राय नोंदविला आहे. त्या प्रमाणे मा. महासभेच्या निर्णयासाठी सोबत डॉकेट ठेवले आहे. मान्य झालेस स्वाक्षरी होणेस विनंती आहे.

Kulkarni 7/1 / [signature] 7/1

मा. उप अभि (वि) [signature] 7/1 / [signature] 7/1/18

मा. कार्य अभि (वि),

रेवाट

मा. अतिरिक्त आयुक्त (१) [signature]

मा. आयुक्त सो

[signature]

(१९)

सविनय सादर

विषय :- नाशिक मनपा क्षेत्रांत (PAN CITY) मध्ये PPP मॉडेल नुसार स्मार्ट स्ट्रीट लाईटींग प्रकल्प राबविणेबाबत.

संदर्भ :- १) मा.महासंचालक महाऊर्जा यांचे दि.१५/०९/१७/ चे महाराष्ट्र शासन उर्जा संवर्धन शासन निर्णय क्र. अपाऊ-२०१५/प्रक३७८/उर्जा७ धोरण २०१७ उर्जा संवर्धन धोरण २०१८ प्रकल्प राबविणेबाबत.

२)मा.महासभा ठ.क्र.१३८० दि.१०/०१/१८

उपरोक्त संदर्भ क्र.१ प्रमाणे मनपा प्रशासनाने मनपा क्षेत्रात पथदीव्यासाठी उर्जाबचत प्रकल्प राबविणेबाबत मा.महासभेवर मनपा/विद्युत/न.स./ ८१४/२०१८ दि.०८/०१/२०१७ प्रमाणे प्रस्ताव ठेवला होता त्यास संदर्भ क्र.२ प्रमाणे मान्यता मिफन त्याबाबतचा ठराव विभागास दि.२६/०२/२०१८ रोजी प्राप्त झालेला आहे.

सदरच्या ठरावाप्रमाणे मनपा प्रशासनाने पुर्व मनपा क्षेत्रात (PAN CITY) स्मार्ट लाईटींग प्रकल्प राबविणेबाबत मनपा स्मार्ट सिटी डेव्हल्पमेंट कारपोरेशनचे प्रकल्प सल्लागार मे. KPMG कंपनी यांचेकडून अंतिम झालेला प्रकल्प अहवाल व ई-निविदा प्रक्रिया (RFP) Request for proposal (दि.२३/३/२०१८) प्राप्त झालेला आहे.सदरचा अहवाल (RFP) अवलोकनार्थ / अभिप्रायार्थ तसेच सदरचा प्रकल PPP तत्वावर करावयाचा असल्यामुळे यासाठी २५ दिवस कालावधीसाठी RFP प्रसिध्द करणे मान्यता मिळणेस सादर.

उप अभियंता (विद्युत)

(20)

मा.कार्यकारी अभियंता (वि.)

26/3/18

प्रकल्प सल्लागार, KPMG यांचा अहवाल प्राप्त आहे. प्रस्तुत प्रस्तावी मा० महासभा ठराव क्र.१३८० दि० १०/१/२०१८ चा प्रस्ताव आहे. सदर ठरावाप्रमाणे सेवांमध्ये (विज बचत) मध्ये मनपाचा हिस्सा ९०% राहणार आहे. त्याअनुसार निविदा मागवून प्रकल्प राबविणेस मान्यतेसाठी सादर.

26/3/2018

मा.मु.ले.अ.

नाशिक महानगरपालिका
लेखा विभाग
जावक क्र. ९५१२
दिनांक २६/०३/२०१८

मा. मु.ले.प.

ऐक्षापरिक्षण वि.
६३९ दि. २६/३/१८
६३९ दि. २७/३/१८

मा.मु.ले.प.

मा.अतिरिक्त आयुक्त –(१)

मा.आयुक्त

(21)

नाशिक महानगरपालिका क्षेत्रांत (PAN CITY) मध्ये PPP मॉडेलनुसार स्मार्ट LED स्ट्रीट लाईटींग प्रकल्प राबविणे साठी RFP (BBFOMMT-Basis) ई-निविदा मागविणेस मंजूरीचा प्रस्ताव आहे.

* दिनांक १२ एप्रिल २०१७चे शासन निर्णयानुसार रु. १०० कोटी पेक्षा जास्त रकमेच्या कामासाठी खाली लप्रमाणे तरतूदी नमुद केलेल्या आहेत.

१) निविदा प्रसिध्दीचा कालावधी = प्रथम वेळी ७५ ते ९० दिवस

२) निविदा पुर्व बैठक : निविदा सादर करावयाच्या अंतिम दिनांकाच्या कमीत कमी ७ दिवस अगोदर घेणे आवश्यक आहे

३) सी.एस.डी निर्गमित करणे : निविदापुर्व बैठकिनंतर २ दिवसांच्या आंत सी.एस.डी निर्गमित करणे.

४) इसारा रक्कम : अंदाज पत्रकिय किंमतीच्या ०.५ %

५) सुरक्षा अनामत : निविदा रक्कमेच्या २%

६) निविदा प्रसिध्दी : १) जिल्हास्तर : प्रत्येकी दोन वृत्तपत्रे - मराठी व इंग्र
२) राज्यस्तर : प्रत्येकी दोन वृत्तपत्रे : मराठी, हिंदी, इंग्रजी.
३) राष्ट्रीयस्तर : —"— —"—
४) आंतरराष्ट्रीयस्तर : —"— —"—

* प्रोजेक्ट रिपोर्ट मे. KMPG कन्सलटंट यांनी सादर केलेला असुन तांत्रिक मान्यता मा. कार्यकारी अभियंता (विद्युत) यांनी दिलेली आहे. त्यांत अंदाज पत्रकिय प्रकल्प किंमत नमुद करणे आवश्यक आहे. प्रोजेक्ट रिपोर्टनुसार तयार केलेल्या निविदा अटीशर्ती म.न.पा.चे वतीने मा. कार्यकारी अभियंता यां प्रमाणित करणे आवश्यक आहे.

काम रु. १३० कोटी चे आहे. माझ Financial Capacit रु. १५० कोटी नमुद केलेली आहे. याबाबत खात्री होऊन स्पर्धेत वाढ होणेसाठी योग्य रक्कम नमुद होणे आवश्यक अ उपरोक्त बाबत खात्री होऊन पुढील कार्यवाहीस्तव सादर.

वलेप (काशिनाथ देवरे) — 27.3.18

उपमुलेप (प्रतिभा मोरे) — २७/०३/१८

मा. मुलेप (महेश बच्छाव) — 27.3.18

विभागाने याबाबत खुलासा करावा.

मा. का. अ. (विद्युत)

→ →

नाशिक मनपा क्षेत्रात पकरीव्यासाठी PPP तत्वावर Smart liguting Project करणे या कामाची या वेळी कोणतीही Project cost निश्चित झालेली ~~आहे~~ नाही.

त्यामुळे fixed Amt Capital cost works बाबतचे T/C ऐवजी ~~B~~ Probable Bidder ला पुरेसा कालावधी मिळावा यासाठी 25 दिवसाची Tender publish on web साठी दिलेला आहे.

सदरच्या प्रकल्पामध्ये Escrow A/c साठी मनपा 3 महिन्याचे वीज देयक अदा करणार आहे. सदरचे Amt protect होणेसाठी app. 7.5 Cr ची PBG bidder ने करारनामा करतेवेळी मनपास देणे आवश्यक राहील त्यामुळे मनपाचे ~~ही~~ हित (Interest) सुरक्षित राहील.

- तसेच RFP मध्ये Pre bid meeting ची प्रोव्हीजन ठेवलेली आहे. त्यावेळी Bidder चे आलेल्या Queries मुदतीत पुर्तता करणेची दक्षता घेणेत येईल. त्यासाठी सल्लागार कं KPMG ची मदत घेता येईल
- प्रकल्पाचा कालावधी 9+120 = 129 months Net 90 वर्षाचा असल्यामुळे येणारे Bidder चे ~~Capacity~~ finanacial Cap. मजबुत असणे आवश्यक वाटते त्यामुळे RFP मध्ये Bidder ची Financial Capacity ₹ 150 Cr इतकी घेणेत आलेली आहे

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(23)

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविनेबाबत

तसेच या प्रकल्पात मनपाचे पक्षरीत्याचे पोलवर जाहीरात करून त्यापासून मिळणाऱ्या उत्पन्नातील share मनपास मिळणेचा सुरूवात समावेश आहे त्यामुळे मनपास जाहिरात उत्पन्न होऊन व जाहिरात कर असे उत्पन्न मिळणास आहे. (अशा प्रकारचा प्रकल्प महाराष्ट्रीय नवी मुंबई महानगरपालिका यांनी प्रस्तावित केलेले कळते) त्याधर्तीवर नाशिक मनपाचे सुरूवात उत्पन्न वाढू शकते त्याचा अंतर्भाव सोबतच्या R.F.P. मध्ये आहे.

'अ' सबब प्रस्तावास मान्यता मिळणेस व प्रस्तावाची RFP प्रसिद्ध करणेस मान्यता मिळणेस सादर

रेवाड
27/03/2018

मा. मु. ले. प

अ
* मा. कार्यकारी अभियंता यांनी वरील प्रमाणे खुलासा केलेला आहे.
* मागील LED (MIC कंपनीचे गेनीविदेशी बँक गॅरंटी व त्यावरील कमिशन या अनुषंगाने विभागाने स्वतंत्रपणे प्रशासनिक निर्णय घेणे बाबत तातडीने कार्यवाही होणे आवश्यक आहे.

'अ' प्रमाणे कार्यवाही करणेस मंजूरीस्तव सादर.

वलेप (काशीनाथ देवरे)
उपमुलेप (प्रतिभा मोरे)

Kreeee
27.3.18

अ प्रमाणे.

मा. मुलेप (महेश बच्छाव)
अ बाबत खुलासा करावा

मुलेअ व का. अ (वि) यांचे अभिप्राय पाहता, PPP तत्वावरची RFP पुढील निर्णयास्तव.

मा. अतिरिक्त आयुक्त (१)

27/3/18

27.3.18

449
27/3/18

(२४)

स. सादर

लेखा विभागाच्या पृष्ठ क्र e वरील टिपणीप्रमाणे MIC कं च्या B.G. commission बाबतची ~~प्रक्रिया~~ त्यांचे विभागापर्यंत ~~[illegible]~~ करणेत येत आहे.

तसेच सदरचा प्रकल्प Smart-liguting चा PPP तत्वावर करावयाचा असुन मु.ले.प यांनी पृष्ठ 23 वर नमुद केलेल्या MIC कं च्या LED प्रकल्पाच्या scope of work पक्के फरक आहे

तसेच मा. महाराष्ट्र उ.क्र 4380 दि 30/9/18 प्रमाणे सदरचा प्रकल्प मनपाने Smart City Consultant KPMG ~~के~~ च्या प्रकल्प अहवालाप्रमाणे करणेबाबत मान्यता दिलेली आहे. सबब मनपाच्या Smart liguting प्रकल्पाची RFP ~~मान्यतेस~~ व त्या मान्यतेप्रमाणे RFP प्रक्रिया करणेस मान्यता मिळणेस सादर

RFP प्रक्रिया करणेस मान्यतेस सादर

[signature] 27/3/2018

मा. आणिरिक्त आयुक्त (१) 27/3/018
श्री रमेश पवार

मा. आयुक्त [signature] 28/3/18

आयुक्त कार्यालय, नामनपा
नस्ती क्रमांक :- 853
आवक दिनांक :- 28/3/2018
[illegible] :- 28/3/2018

NMC/ELEC/OWL/2018/22

शहरातील L.E.D फिटींग बसविणे बाबत ई-निविदा

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ 326 /२०१
दिनांक :- २८/ ०३ /२०१८

प्रति,
जनसंपर्क अधिकारी,
नाशिक महानगरपालिका, नाशिक.

विषय :- जाहीर ई-निविदा सुचना क्र.३९ सन २०१७-१८ प्रसिध्द करणे बाबत.

विद्युत विभागाकडील जाहीर ई-निविदा सुचना क्र.३९ सन २०१७-१८ ही सर्वाधिक **खपाच्या** एक स्थानिक मराठी दैनिक वर्तमानपत्र, एक राज्यस्तरीय मराठी व हिंदी दैनिक वर्तमानपत्र व एक राष्ट्रीय स्थरावर इंग्रजी दैनिक वर्तमानपत्रात प्रसिध्द करणे साठी सोबत जोडलेले आहे, सदरची निविदा सुचना छोटया अक्षरात (छोटया Font) मध्ये प्रसिध्द करणेत यावी.

प्रसिध्द झालेली जाहिर ई-निविदा इकडील कार्यालयात सादर करण्यात यावी.

28/3/18
(डी.बी. वनमाळी)
कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका, नाशिक

जनसंपर्क विभाग :- 28/3/18
लेखा विभाग : 28/3
लेखा परिक्षण विभाग : 28/3

1) पुण्यनगरी
2) नवभारत
3) नवाकाळ
4) फ्री-प्रेस

नवभारत २८/३/१८

Nashik Municipal Corporation (NMC)
Electrical Department
E-Tender No.39 (2017-18)

No.:NMC/Eletrical/318/2018

Date 28/03/2018

Nashik Municipal Corporation (NMC) invites bids to executed the following work.

Sr. No.	Name of work	Cost of blank tender from (in INR to be paid online only)	Earnest Money Deposit	Duration of work	Tender Publishing Date	Tender form Availability Date	Pre-Bid meeting	Last date of tender form Availability	Last date of online submission	Technical Envelope opening Date
1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.	Rs.10000/- + Rs.90/- + CGST (9%) + SGST (9%)	Rs.65,50,000/-	129 Months	28/03/2018 03:00 PM	28/03/2018 03:00 PM	06/04/2018 12:00 PM	23/04/2018 03:00 PM	23/04/2018 03:00 PM	24/04/2018 03:00 PM

The blank tender forms would be available on www.mahatenders.gov.in. The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

The bidder shall submit its Pre-Qualification Proposal (Envelop-A), Technical Proposal (Envelop-B) and Financial Proposal (Envelop-C) in the prescribed format online as provided in detailed tender notice.

The Financial Proposal (Envelop-C) shall be opened subsequently of agencies whose technical proposal have been found acceptable.

Right to reject any or all tenders without assigning any reason thereof are reserved by Competent Authority on Nashik Municipal Corporation (NMC) and whose decision will be final and legally bidning on all the bidders.

Sd/- xxx

Head of the Department (Electrical Department)
Nashik Municipal Corporationm, Nashik

जा-9704

जनसंपर्क जा.क्र./७०४/ दि. २८/०३/२०१८

पाणी अडवा, पाणी जिरवा

फ्रीप्रेस जनरल दि. २८/३/२०१८

Nashik Municipal Corporation (NMC)
Electrical Department
E-Tender No.39 (2017-18)

No.:NMC/Eletrical/318/2018

Date 28/03/2018

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The blank tender forms would be available on www.mahatenders.gov.in. The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

... submit its Pre-Qualification Proposal (Envelop-A), Technical Proposal (Envelop-B) and Financial Proposal (Envelop-C) in the

... proposal have been found acceptable.

... Municipal Corporation

नवाकाळ दि. २८/३/२०१८.

Nashik Municipal Corporation (NMC)
Electrical Department
E-Tender No.39 (2017-18)

No.:NMC/Eletrical/318/2018 Date 28/03/2018

Nashik Municipal Corporation (NMC) invites bids to executed the following work.

Sr. No.	Name of work	Cost of blank tender from (in INR to be paid online only)	Earnest Money Deposit	Duration of work	Tender Publishing Date	Tender form Availability Date	Pre-Bid meeting	Last date of tender form Availability	Last date of online submission	Technical Envelope opening Date
1	Request for Proposal for Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.	Rs.10000/- + Rs.90/- + CGST (9%) + SGST (9%)	Rs.65,50,000/-	129 Months	28/03/2018 03:00 PM	28/03/2018 03:00 PM	06/04/2018 12:00 PM	23/04/2018 03:00 PM	23/04/2018 03:00 PM	24/04/2018 03:00 PM

The blank tender forms would be available on www.mahatenders.gov.in. The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

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The Financial Proposal (Envelop-C) shall be opened subsequently of agencies whose technical proposal have been found acceptable.

Right to reject any or all tenders without assigning any reason thereof are reserved by Competent Authority on Nashik Municipal Corporation (NMC) and whose decision will be final and legally bidning on all the bidders.

Sd/- xxx
of the Department (Electrical Department)
Nashik Municipal Corporationm, Nashik

जनसंपर्क जा.क्र./७०४/ दि. २८/०३/२०१८

पाणी अडवा, पाणी जिरवा.

जनसंपर्क अधिकारी
नाशिक महानगर पालिका, नाशिक

पुण्यनगरी 28/3/2018

Nashik Municipal Corporation (NMC)
Electrical Department
E-Tender No.39 (2017-18)

No.:NMC/Eletrical/318/2018

Date 28/03/2018

Nashik Municipal Corporation (NMC) invites bids to executed the following work.

Sr No.	Name of work	Cost of blank tender from (in INR to be paid online only)	Earnest Money Deposit	Duration of work	Tender Publishing Date	Tender form Availability Date	Pre-Bid meeting	Last date of tender form Availability	Last date of online submission	Technical Envelope opening Date
1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.	Rs.10000/- + Rs.90/- + CGST (9%) + SGST (9%)	Rs.65,50,000/-	129 Months	28/03/2018 03:00 PM	28/03/2018 03:00 PM	06/04/2018 12:00 PM	23/04/2018 03:00 PM	23/04/2018 03:00 PM	24/04/2018 03:00 PM

The blank tender forms would be available on www.mahatenders.gov.in. The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

The bidder shall submit its Pre-Qualification Proposal (Envelop-A), Technical Proposal (Envelop-B) and Financial Proposal (Envelop-C) in the prescribed format online as provided in detailed tender notice.

The Financial Proposal (Envelop-C) shall be opened subsequently of agencies whose technical proposal have been found acceptable.

Right to reject any or all tenders without assigning any reason thereof are reserved by Competent Authority on Nashik Municipal Corporation (NMC) and whose decision will be final and legally bidning on all the bidders.

Sd/- xxx
Head of the Department (Electrical Department)
Nashik Municipal Corporationm, Nashik

जनसंपर्क जा.क्र./७०४/ दि. २८/०३/२०१८

माणी अडवा, पाणी जिरवा...

उ. जनसंपर्क अधिकारी
नाशिक महानगरपालिका, नाशिक

(24)

दिनांक २८ /०३/२०१८

सविनय सादर,

कामाचे नाव :- नाशिक मनपा क्षेत्रात PPP तत्वावर SMART LIGHTING प्रकल्प राबविणे बाबत.

नाशिक महानगरपालिका क्षेत्रात PPP तत्वावर SMART LIGHTING प्रकल्प राबविणे, याबाबतची RFP यास मा. आयुक्त सो. यांनी दिनांक २८/०३/२०१८ रोजी मान्यता दिलेली आहे. तसेच विभाग प्रमुखांनी RFP प्रसिध्द करणेबाबत कळविले आहे. त्याप्रमाणे या कामाची E-NIT/ RFP प्रसिध्द करणेस मान्यता मिळणेस सादर.

28/3

उप अभियंता(वि.)

मा.कार्यकारी अभियंता(वि.) 28/3/2018

स. सादर,

नाशिक मनपा क्षेत्रात PPP तत्वावर Smart lighting प्रकल्प राबविणे या कामाची pre Bid meeting मा. आयुक्त सो. यांचे दालनात त्यांचे उपस्थितीत दि० ६/४/१८ रोजी झाली.

सदरचे बैठकीमध्ये उपस्थित एजंसीचे उपस्थिती पत्रक सोबत जोडलेले आहे.

सदर बैठकीत मा. आयुक्त सो. यांनी उद्देशित केल्याप्रमाणे एजंसीच्या querries email व प्राप्त झालेल्या आहेत. सदरच्या querries वर या प्रकल्पाचे सल्लागार मे. KPMG यांनी त्यांचा reply / CSD मा. आयुक्त सो. यांचे सूचनेप्रमाणे दि० १४/४/१८ रोजी विद्युत विभागास सादर केलेला आहे सदरचा CSD upload करणेस माध्यम मिळणेस विनंती आहे.

उप अभियंता
शा. वि. वाईनर

मा० कार्य अभियंता वि.
श्री. डी. बी. वनमाळी
१४/४/१८

(२०)

दि. २१/४/२०१८

सविनय सादर,

विषय - नाशिक मनपा क्षेत्रात PPP तत्वावर Smart lighting प्रकल्प राबविणे ह्या कामाची ई-निविदा सादर करावयाचा दि. २३/४/२०१८, दु. ३.०० असून सदरचे कामासाठी खालील प्रमाणे मुदतवाढीसाठी ई-मेल प्राप्त झालेले आहेत.

	Date Extn. for
१) Tata Power DDL - 19/4/18	15 days
2) E-Smart Energy Solutions 19/4/18	10 days
३) BVG India Ltd. - 20/4/18	10-15 days
४) ITI Ltd., Banglor - 20/4/18	2 weeks.
५) Crompton Greaves - 20/4/18	15 days.

उपरोक्त प्रमाणे एजंसीचे निविदा सादर करावयाची दिनांकास मुदतवाढीबाबत मागणी आलेली आहे.

सबब माहितीस्तव व पुढील निर्णयास्तव स. सादर.

Keeva 21/4/18 NRBamane 21/4/18
उप-अभियंता (वि.)

मा. कार्यकारी अभियंता (वि.) (डॉ. बी. बनवाणी) रेवा 21/4/2018

मा. अधिक्षक अभियंता (वि./यां.) (एस. एम. चव्हाणके) 21/4/2018

मा. अतिरिक्त आयुक्त (सेवा) (श्री रमेश पवार)

मा.म.ज.पा.
आवक नं. RGB/८५
दिनांक:- २३/४/१८

५
23/4/18

29

Maharashtra Tenders

Welcome : dipakkanmali@gmail.com
Last login : 21-Apr-2018 05:25 PM

Server Time
23-Apr-2018 16:47:04

Home Logout

eProcurement System Government of Maharashtra

TENDER MANAGEMENT

- **Master Management**
  - Org Hierarchy Master
- **User Management**
  - My Organisation Hierarchy
  - My Accounts
- **Tender Management**
  - Create Tender / Tender List
  - Publish Tender
  - Published Tenders
  - Seek Clarifications
  - Pre-bid Meeting
  - Downloaded Tenders
  - Bids Submitted Tenders
  - Tender Status
  - Archived Tenders
  - Archived Clarification
- **Corrigendum**
  - Create Corrigendum
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  - Published Corrigendum
- **Bid Opening**
  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
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  - Short fall Documents
  - Forfeit Tenders
  - AOC/Empanelment
  - Short Fall Documents History
- **Auction Management**
  - Tender cum Auction
  - Publish Auction
  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID: 2018_NMC_301742_1 Tender Title:

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No.	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_301742_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/39/2017-18	24-Apr-2018 03:00 PM	0

Version:1.09.06 29-Jan-2018

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(37)

दिनांक : २३/०४/२०१८

प्रसादर,

विद्युत विभाग निविदा-सुचना क्र.३९(२०१७-१८) बाबतची जाहीरात दै.पुण्यनगरी, दै.नवाकाळ, दै.नवभारत व दै.फ्री-प्रेस या वर्तमानपत्रांत दिनांक २९/०३/२०१८ रोजी प्रसिध्द करण्यात आली होती. सदर निविदा संचाची विक्री दिनांक २८/०३/२०१८ ते २३/०४/२०१८ अशी होती.

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक २३/०४/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.२३/४/१८ रोजी प्राप्त निविदा
१	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis	६५,७०,०००/-	०

वरील कामास मुदतीत तिन पेक्षा कमी निविदा प्राप्त झाल्याने शासन निर्णय क्रमांक; सीएटी स २०१७/प्र.क्र.८/इमा-२ तारीख १२ एप्रिल,२०१७ अन्वये या कामाच्या निविदा विक्री व सादरीकरणास प्रथम मुदतवाढ दिनांक २४/०४/२०१८ ते दि. ०८/०५/२०१८ दुपारी ३:०० वाजेपावेतो वाढविणेस तसेच [illegible] उघडण्याची दिनांक ०९/०५/२०१८ दुपारी ३:०० अशी ठेवणेस मान्यतेस्तव

मा. उपआयुक्त (वि.)
23/4

मा. कार्यकारी अभियंता (वि.)

मा. अतिरिक्त कार्यकारी अभियंता (यां/वि).

मा० अतिरिक्त आयुक्त (सेवा)
23/4/18

मा. आयुक्त

(33) कामाचे नाव: नाशिक महानगरपालिका क्षेत्रातील पथदिव्यांसाठी PPP तत्वावर स्मार्ट लाईट उभारणे बाबत.

सविनय सादर,

सदर कामाची ई-निविदा वर्तमानपत्रांत प्रसिध्द करणेत आली होती. ~~निविदा~~ निविदा विक्रीचा कालावधी दि. 28/03/2018 ते 23/04/2018 असा होता. तसेच सादरीकरणाचा कालावधी 23/04/2018 असा होता. या निविदेस दिनांक 23/04/2018 रोजी शुन्य बिड प्राप्त झाले आहेत. वास्तव या निविदा सादरीकरणास मुदतवाढ देणेची लागेल: ~~या बाबत~~ परंतु विधान परिषद आचारसंहीता कालावधी सुरु असल्याने निविदेस मुदतवाढ देणेस मा: जिल्हाधीकारी ~~यांची~~ व जिल्हा निवडणुक अधिकारी यांची मान्यता घेणेस मा: आयुक्त यांनी सुचीत केले आहे, तसेच प्रारुप पत्रावर स्वाक्षरी देखील केली आहे. सबब सदर निविदेस मुदतवाढ देणेस मा. जिल्हाधिकारी व जिल्हा निवडणुक अधिकारी यांची मान्यता घेणेबाबत पत्र सक्षम सादर केले आहे. कृपया स्वाक्षरी होणेस विनंती.

(S.V. Vaikar)
मा. उपअभियंता (वि.) 25/4

(D.B. Vanmali)
मा. कार्यकारी अभियंता (वि.) 25/4/2018

(३५)

दिनांक २७/०४/२०१८

सविनय सादर,

कामाचे नाव :-नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...

संदर्भ:-उपरोक्त कामाचे प्रकल्प सल्लागार M/S.KPMG यांचे कडून दि.२७/४/२०१८ रोजी प्राप्त झालेला Corrigendum-2, E-RFP बरोबर प्रसिध्द करणे बाबत..

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठीचे सल्लागार M/S.KPMG यांनी कामाच्या RFP/ E-Tender साठी आलेला अल्प प्रतिसाद बघुन या कामासाठीच्या Prequalification Condition मध्ये सुधारणा करणेसाठी Corrigendum-2 सादर केले असून ते सोबत जोडले आहे. तरी सदरच्या Corrigendum-2 चे अवलोकन होऊन ते RFP/E-Tender बरोबर online अपलोड करणेस मान्यता मिळणेस सादर.

मा. जिल्हाधिकारी नाशिक यांचे तिपत्ति/स्थापक/कोकी/५/१८ दि २६/४/१८ सोबत जोडलेले बरे 27/04/18

(श्री.डी.बी.वनमाळी)
कार्य.अभियंता(वि.) 27/04/18

(श्री.एस.एम.चव्हाणके)
मा.अधिक्षक अभियंता
(विद्युत-यांत्रिकी विभाग) 27/04/2018

(श्री.आर.ई.पवार)
मा.अतिरीक्त आयुक्त(सेवा)

(श्री.तुकाराम मुंढे)
मा.आयुक्त 2/5/18

Maharashtra Tenders

Welcome : dipakvanmali@gmail.com
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Server Time
08-May-2018 15:14:24

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TENDER MANAGEMENT

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  - Org Hierarchy Master
- **User Management**
  - My Organisation Hierarchy
  - My Accounts
- **Tender Management**
  - Create Tender / Tender List
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  - Downloaded Tenders
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  - Archived Tenders
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  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
  - Financial Evaluation
  - Short fall Documents
  - Forfeit Tenders
  - AOC/Empanelment
  - Short Fall Documents History
- **Auction Management**
  - Tender cum Auction
  - Publish Auction
  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_301742_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No.	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_301742_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/39/2017-18	09-May-2018 03:00 PM	0

Version:1.09.06 29-Jan-2018

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दिनांक : ०८/०५/२०१८

सविनयसादर,

विद्युत विभाग निविदा-सुचना क्र.३९(२०१७-१८) बाबतची प्रथम मुदतवाढ दै.पुण्यनगरी, दै.नवाकाळ, दै.नवभारत व दै.फ्री-प्रेस या वर्तमानपत्रांत दिनांक ०३/०५/२०१८ रोजी प्रसिध्द करण्यात आली होती. सदर निविदा संचाची विक्री दिनांक ८/०५/२०१८ पावेतो होती.

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक ०८/०५/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.८/०५/१८ रोजी प्राप्त निविदा
१.	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis	६५,५०,०००/-	०

वरील कामास प्रथम मुदतवाढ देताना आचारसंहिता कालावधी सुरू असल्याने मुदतवाढ देणेस मा.जिल्हाधिकारी, नाशिक यांचेकडे परवानगी मागीतली असता,मा.नोडल ऑफीसर तथा उपजिल्हाधिकारी प्रशासन, जिल्हाधिकारी कार्यालय, नाशिक यांनी क्रं.वि.प.नि./स्था.स्व.सं./कावी/५/१८ दि.२६/०४/२०१८ अन्वये ई-निविदा प्रक्रीया राबविणेस मान्यता दिलेली आहे.

उपरोक्त कामास प्रथम मुदत वाढीदरम्यान तिन पेक्षा कमी निविदा (० निविदा) प्राप्त झाल्याने शासन निर्णय क्रमांक; सीएटी स २०१७/प्र.क्र.८/इमा-२ तारीख १२ एप्रिल,२०१७ अन्वये या कामाच्या निविदा विक्री व सादरीकरणाची दिनांक ०९/०५/२०१८ ते दि. 23 /०५/२०१८ दुपारी ३:०० वाजेपावेतो वाढविणेस (व्दितीय मुदतवाढ) तसेच निविदा उघडण्याची दि. 28 /०५/२०१८ दुपारी ३:०० अशी ठेवणेस मान्यतेस्तव सादर.

(श्री. म.बा. भोसले)
क.लिपीक (विद्युत) 8/5/18 8/5/18 8/5

(श्री.व्ही.जी.लाडे)
उप अभियंता (विद्युत) 8/5

(श्री.डि.बी.वनमाळी.)
कार्यकारी अभियंता (विद्युत) 8/5/2018

(श्री.एस.एम चव्हाणके)
अधिक्षक अभियंता (यां.-विद्युत) 8/5/2018

(श्री.रमेश पवार)
मा.अति आयुक्त(सेवा) 8/5/018

(श्री.तुकाराम मुंढे)
मा.आयुक्त सो. 8/5/18

(89)

दिनांक ०८/०५/२०१८

सविनय सादर,

कामाचे नाव :-नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...

संदर्भ:-उपरोक्त कामाचे प्रकल्प सल्लागार M/S.KPMG यांचे कडून दि.०८/५/२०१८ रोजी प्राप्त झालेला Corrigendum-3, E-RFP बरोबर प्रसिध्द करणे बाबत..

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठीचे सल्लागार M/S.KPMG यांनी कामाच्या RFP/ E-Tender साठी, प्रथम मुदतवाढीदरम्यान आलेला अल्प प्रतिसाद बघुन या कामासाठीच्या Prequalification Condition मध्ये सुधारणा करणेसाठी Corrigendum-3 सादर केले असून ते सोबत जोडले आहे. तरी सदरच्या Corrigendum-3 चे अवलोकन होऊन ते RFP/E-Tender बरोबर online अपलोड करणेस मान्यता मिळणेस सादर.

(श्री.डी.बी.वनमाळी)
कार्य.अभियंता(वि.)

(श्री.एस.एम.चव्हाणके)
मा.अधिक्षक अभियंता
(विद्युत-यांत्रिकी विभाग)

(श्री.आर.ई.पवार)
मा.अतिरीक्त आयुक्त(सेवा)

(श्री.तुकाराम मुंढे)
मा.आयुक्त

Maharashtra Tenders

Welcome : dipakvanmali@gmail.com
Last login : 19-May-2018 02:53 PM

Server Time
23-May-2018 17:16:49

Home Logout

eProcurement System Government of Maharashtra

TENDER MANAGEMENT

- **Master Management**
  - Org Hierarchy Master
- **User Management**
  - My Organisation Hierarchy
  - My Accounts
- **Tender Management**
  - Create Tender / Tender List
  - Publish Tender
  - Published Tenders
  - Seek Clarifications
  - Pre-bid Meeting
  - Downloaded Tenders
  - Bids Submitted Tenders
  - Tender Status
  - Archived Tenders
  - Archived Clarification
- **Corrigendum**
  - Create Corrigendum
  - Publish Corrigendum
  - Published Corrigendum
- **Bid Opening**
  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
  - Financial Evaluation
  - Short fall Documents
  - Forfeit Tenders
  - AOC/Empanelment
  - Short Fall Documents History
- **Auction Management**
  - Tender cum Auction
  - Publish Auction
  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_301742_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No.	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_301742_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/39/2017-18	24-May-2018 03:00 PM	0

Version:1.09.06 29-Jan-2018 (c) 2008 Tenders NIC, All rights reserved.

दि.२४/०५/२०१८

सविनय सादर,

कामाचे नांव:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.
१.	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis	६५,५०,०००/-

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९ (२०१७-१८) करिता खालील प्रमाणे प्रतिसाद प्राप्त झालेला आहे -

१) प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२८/०३/२०१८ ते २३/०४/२०१८)

२) प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०४/२०१८ ते ०८/०५/२०१८)

३) व्दितीय मुदतवाढ:-शुन्य निविदा प्राप्त. (दि.०९/०५/२०१८ते २३/०५/२०१८)

सदर कामास आलेला अल्प प्रतिसाद पहाता या कामाची फेरनिविदा काढावी लागेल, त्यास मान्यता मिळणेस्तव सादर.

त्याचप्रमाणे या कामास तिनही वेळेस आलेला शुन्य प्रतिसाद बघुन, या प्रकल्पासाठीचे प्रकल्प सल्लागार M/S.KPMG यांनी फेरनिविदा प्रसिध्द करताना कामाच्या RFP / E-Tender साठी, Prequalification Condition तसेच RFP मध्ये सुधारणा करून सुधारीत RFP सादर केल्या आहेत, मान्यतेस्तव सादर. प्रस्तावीत RFP मान्य झाल्यास त्या सदर कामाची फेरनिविदा काढताना RFP / E-Tender बरोबर online अपलोड करणेत येतील.

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा काढणेस व E-Tender बरोबर प्रसिध्द करणेस मान्यता मिळणेस सादर.

(श्री. [illegible])
उप अभियंता (विद्युत)

(श्री.डि.बी.वनमाळी.)
कार्यकारी अभियंता (विद्युत)

(श्री.एस.एम चव्हाणके)
अधिक्षक अभियंता (यां.-विद्युत)

(श्री.रमेश पवार)
मा.अति.आयुक्त(सेवा)

(श्री.तुकाराम मुंढे)
मा.आयुक्त सो.

दि.२६/०६/२०१८

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) करिता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

१) प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२८/०३/२०१८ ते २३/०४/२०१८)

२) प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०४/२०१८ ते ०८/०५/२०१८)

३) व्दितीय मुदतवाढ:-शुन्य निविदा प्राप्त. (दि.०९/०५/२०१८ते २३/०५/२०१८)

वरील कामाची फेरनिविदा काढणेस मा.आयुक्त सो. यांनी मागील पृष्ठ क्र.४५ वर मान्यता दिलेली आहे. निविदेस आलेला अल्प प्रतिसाद बघता दि.२४/०५/२०१८ रोजी मा.मुख्य कार्यकारी अधिकारी, स्मार्ट सिटी डेव्ह.कार्पो.लि. यांचे दालनात, सल्लागार कंपनी M/s.KPMG Advisory services Pvt. Ltd. व संभाव्य मक्तेदार यांचेसाठी Consultation workshop आयोजीत करणेत आले होते. या workshop मध्ये मिळालेले Feedback मधील मुद्दे तसेयच PPP मॉडेल नुसार प्रकल्प व्यवहार्य होण्यासाठी दिनांक १९/०६/२०१८ चे स्मार्ट सिटी डेव्हलपमेंट कॉर्पोरेशन लि. च्या रिव्हयू मिटींगमध्ये सविस्तर चर्चा झाली आहे.

सदरच्या मिटींगमध्ये झालेल्या चर्चेनुसार, फेरनिविदा काढणेसाठी या प्रकल्पासाठीचे प्रकल्प सल्लागार M/s.KPMG Advisory services Pvt. Ltd. यांनी Revised PPP-Finance model प्रमाणे RFP दिनांक २२/०६/२०१८ रोजी सादर केले आहे, त्यातील मुद्दे खालीलप्रमाणे-

अ.क्र.	मुद्दा	पुर्वीच्या RFP नुसार	सुधारीत मॉडेल प्रमाणे RFP मध्ये केलेल बदल
1	E.M.D.	65,50,000/-	85,00,000/-
2	Initial S.D.performance gaurantee	7,50,00,000/-	8,25,00,000/-
3	Min energy saving by egency & min share to NMC from concessionaire	60% 10%	60% 15%
4	concessionaire to do advt. on pole	91000	10000
5	Min Advt.Rev. share to NMC	20% or Rs.83 Lac P.m.	Nil
6	period	9 + 120 Months	9 + 84 Months
7	V.M.D.	20	Nil
8	Wi-Fi	Allowed	Optional after permission from NMC

उपरोक्त प्रामणे Revised PPP-Finance model व RFP मान्यतेस्तव सादर.

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मान्यता झाल्यास त्यानुसार Revised PPP-Finance model प्रमाणे RFP फेर ई-निविदा प्रसिध्द करणेत येईल.

उप अभियंता (विद्युत) 26/6/18

कार्यकारी अभियंता (विद्युत) 26/6/18

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 26/6/18

मा.आयुक्त सो. 26/6/18

४९

दिनांक २७/०६/२०१८

सविनय सादर,

<u>कामाचे नाव</u> :- नाशिक मनपा क्षेत्रात PPP तत्वावर SMART LIGHTING प्रकल्प राबविणे करीता जाहिर फेर ई-निविदा सुचना क्र.३९(सन २०१७-१८) प्रसिध्द करणे बाबत.

नाशिक महानगरपालिका क्षेत्रात PPP तत्वावर SMART LIGHTING प्रकल्प राबविणे करीता जाहिर फेर ई-निविदा सुचना क्र.३९ (सन २०१७-१८) प्रसिध्द करणेबाबतची RFP यास मा.आयुक्त सो. यांनी दिनांक २६/०६/२०१८ रोजी मान्यता दिलेली आहे. तसेच विभाग प्रमुखांनी RFP प्रसिध्द करणेबाबत कळविले आहे. त्याप्रमाणे या कामाची सोबत जोडलेली E-NIT/ RFP प्रसिध्द करणेस मान्यता मिळणेस सादर.

उप अभियंता(वि.)

मा.कार्यकारी अभियंता(वि.)

मा. अधिक्षक अभियंता
विद्युत - सांडपाणी विभाग

(49)

दि.०६/७/२०१८

सविनय सादर,

कामाचे नांव:- नाशिक मनपा क्षेत्रात स्मार्ट सिटी डेव्हलपमेंट कॉर्पोरेशन लि. मार्फत उर्जा बचत प्रकल्प (पीपीपी तत्वावर स्मार्ट लाईटींग प्रकल्प) राबविणे.

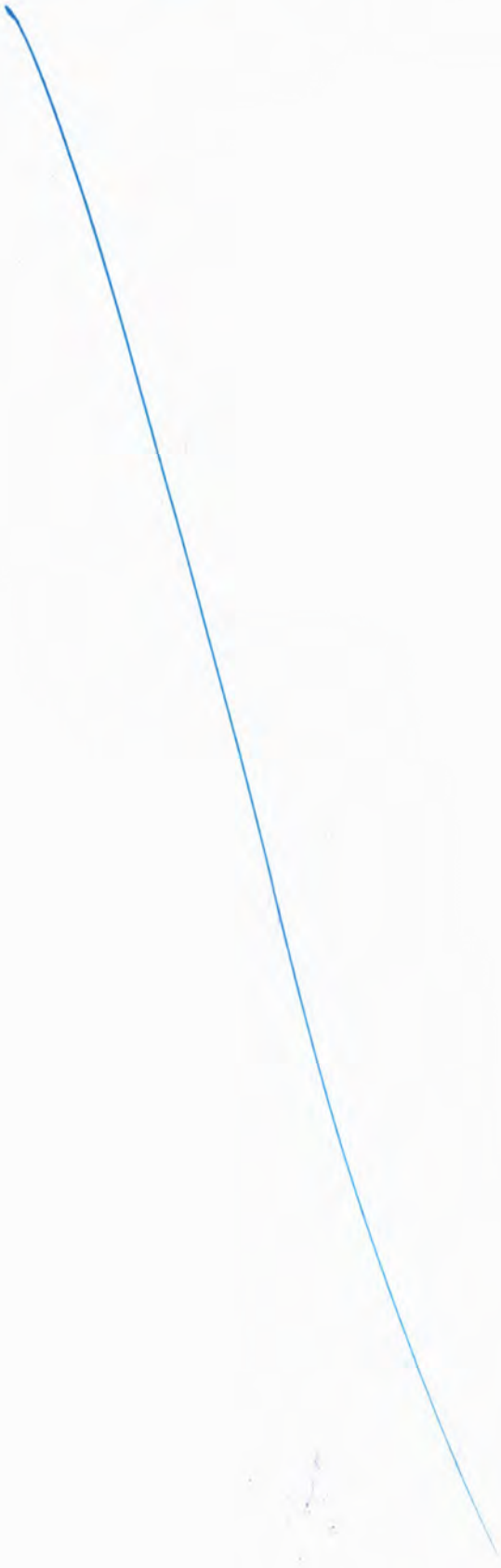
नाशिक मनपा क्षेत्रात (पीपीपी तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे या कामाची प्री-बिड मिटींग मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांचे दालनात दि.०४/०७/२०१८ रोजी झाली. सदर बैठकीमध्ये उपस्थीत एजन्सींचे उपस्थीती पत्रक सोबत जोडले आहे. सदर बैठकीत मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांनी आदेशीत केले नुसार एजन्सीजच्या Queries E-mail व्दारे प्राप्त झाल्या आहेत. सदरच्या Queries वर या प्रकल्पाचे सल्लागार मे. केपीएमजी यांनी त्यांचा Reply / CSD विद्युत विभागास दि.०६/०७/२०१८ रोजी सादर केला आहे. सदरचा CSD अपलोड करण्यास मान्यता मिळणे बाबत विनंती आहे.

उप अभियंता(विद्युत) 6/7

(देवेंद्र वनमाळी)
कार्यकारी अभियंता (विद्युत) 6/7/18

(शिवाजी चव्हाणके)
अधिक्षक अभियंता (विद्युत-यांत्रिकी) 6/7/18

(तुकाराम मुंढे)
मा. आयुक्त 7/7/18



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दिनांक : २४/०७/२०१८

सविनयसादर.

विद्युत विभाग फेज निविदा-सूचना क्र.३९(२०१७-१८) बाबतची जाहीरात दै.फ्री-प्रेस, दै.नवभारत, दै.लोकसत्ता व दै.पुढारी या वर्तमानपत्रांत दिनांक २८/०६/२०१८ रोजी प्रसिध्द करण्यात आली होती. सदर निविदा संचाची विक्री दिनांक २७/०६/२०१८ ते २३/०७/२०१८ अशी होती.

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक २३/०७/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.२३/७/१८ रोजी प्राप्त निविदा
१	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership (PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis	८५,००,०००/-	०

वरील कामास मुदतीत निच पेक्षा कमी निविदा प्राप्त झाल्याने शासन निर्णय क्रमांक: सीएटी स २०१७/प्र.क्र.८/इमा-२ तारीख १२ एप्रिल,२०१७ अन्वये या कामाच्या निविदा विक्री व सादरीकरणास प्रथम मुदतवाढ दिनांक २४/०७/२०१८ ते दि. ०७/०८/२०१८ दुपारी ३:०० वाजेपावेतो वाढविणेस तसेच निविदा उघडण्याची दिनांक ०८/०८/२०१८ दुपारी ३:०० अशी तेवणेस मान्यतेस्तव सादर.

लिपिक : [illegible]

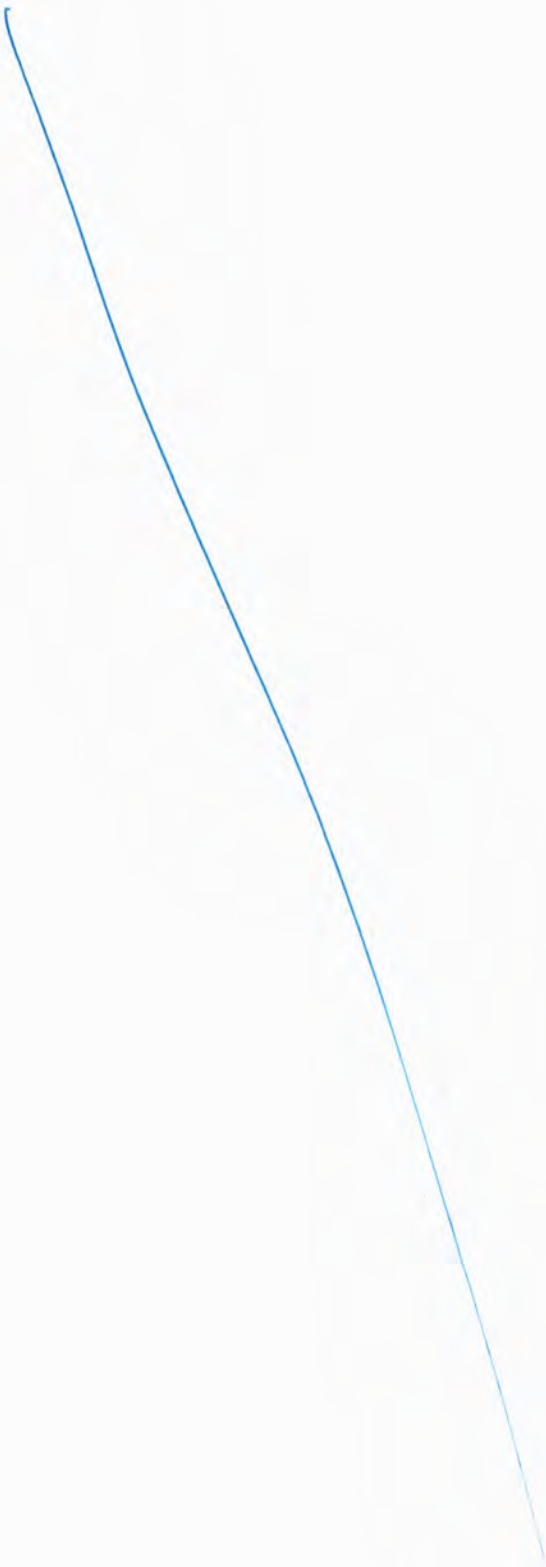
मा. उपअभियंता (वि.)

मा. कार्यकारी अभियंता (वि.)
24/7/18

मा. अधिक्षक अभियंता
विद्युत - [illegible] विभाग
24/7/18

1st extension

मा. आयुक्त साहे
24/7/18



५५

दिनांक ०१/०८/२०१८

सविनय सादर,

कामाचे नाव :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत (फेरनिविदा सुचना क्र.३९ सन २०१७-१८)...

संदर्भ:-उपरोक्त कामाचे प्रकल्प सल्लागार M/S.KPMG यांचे कडून प्राप्त झालेला Corrigendum-2, E-RFP बरोबर प्रसिध्द करणे बाबत..

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठीचे सल्लागार M/S.KPMG यांनी कामाच्या RFP/ E-Tender साठी आलेला अल्प प्रतिसाद बघुन या कामासाठीच्या Smart LED light Technical Specification मध्ये सुधारणा करणेसाठी Corrigendum-2 सादर केले असून ते सोबत जोडले आहे. तरी सदरच्या Corrigendum-2 चे अवलोकन होऊन ते RFP/E-Tender बरोबर online अपलोड करणेस मान्यता मिळणेस सादर.

(श्री.डी.बी.वनमाळी)
कार्य.अभियंता(वि.)

(श्री.एस.एम.चव्हाणके)
मा.अधिक्षक अभियंता
(विद्युत-यांत्रिकी विभाग)

(श्री.तुकाराम मुंढे)
मा.आयुक्त

Nashik Municipal Corporation (NMC)
Electrical Department

No.: M.N.Pa./Vidyut/ /2018 Date: 01/08/2018

Corrigendum-2

E-Tender Notice: 39

Tender Reference Number: NMC/ELED/39/2017-18

Mahatender Tender ID: 2018_NMC_301742_2

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change
1	5	5.1	67,68	LED Luminaire Technical Specification	• The group dimming feature with individual street light fixture status data must be available for all Smart LED Fixtures having >= 90W wattage. • The rest Smart LED Fixtures with <90W wattage, while not having group dimming feature must provide information regarding individual street light fixture status data.

Sd/-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

५६

दिनांक : ०७/०८/२०१८

सविनयसादर,

विद्युत विभाग फेर निविदा-सुचना क्र.३९(२०१७-१८) बाबत प्रथम मुदतवाढ दै.फ्री-प्रेस, दै.नवभारत, दै.नवराष्ट्र व दै.पुढारी या वर्तमानपत्रांत दिनांक २५/०७/२०१८ रोजी प्रसिध्द करण्यात आली होती. सदर निविदा संचाची विक्री दिनांक ०७/०८/२०१८ पावेतो वाढविणेत आली होती.

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक ०७/०८/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.७/८/१८ रोजी प्राप्त निविदा
१.	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis	८५,००,०००/-	०

वरील कामास मुदतीत तिन पेक्षा कमी निविदा प्राप्त झाल्याने शासन निर्णय क्रमांक; सीएटी स २०१७/प्र.क्र.८/इमा-२ तारीख १२ एप्रिल,२०१७ अन्वये या कामाच्या निविदा विक्री व सादरीकरणास व्दितीय मुदतवाढ दिनांक ०८/०८/२०१८ ते दि. 23 /०८/२०१८ दुपारी ३:०० वाजेपावेतो वाढविणेस तसेच निविदा उघडण्याची दिनांक 28 /०८/२०१८ दुपारी ३:०० अशी ठेवणेस मान्यतेस्तव सादर.

कु. [illegible]: 7/8

मा. उपअभियंता (वि.)

मा. कार्यकारी अभियंता (वि.) 7/8/18

मा. अधिक्षक अभियंता (विद्युत - यां.सेवा विभाग) 7/8/18

मा. आयुक्त महोदय

(29)

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
Re-E-TENDER NOTICE NO.39 (2017-18)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and minor correction for sale and submission up to 25/08/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

23/8

Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

23/8/18

(53)

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
Re-E-TENDER NOTICE NO.39 (2017-18)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and minor correction for sale and submission up to 25/08/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

(६५)

दिनांक : २३/०८/२०१८

सविनयसादर,

विद्युत विभाग फेर निविदा-सुचना क्र.३९(२०१७-१८) बाबत व्दितीय मुदतवाढ दै.फ्री-प्रेस, दै.नवभारत, दै.नवराष्ट्र व दै.पुढारी या वर्तमानपत्रांत दिनांक ०८/०८/२०१८ रोजी प्रसिध्द करण्यात आली होती. सदर निविदा संचाची विक्री दिनांक २३/०८/२०१८ पावेतो वाढविणेत आली होती.

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक २३/०८/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.२३/८/१८ रोजी प्राप्त निविदा
१.	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis	८५,००,०००/-	०

वरील कामास मुदतीत तिन पेक्षा कमी निविदा प्राप्त झाल्याने या कामाच्या निविदा विक्री व सादरीकरणास तृतीय मुदतवाढ दिनांक २४/०८/२०१८ ते दि. २५/०८/२०१८ दुपारी ३:०० वाजेपावेतो वाढविणेस तसेच निविदा उघडण्याची दिनांक २७/०८/२०१८ दुपारी १२:०० अशी ठेवणेस मान्यतेस्तव सादर.

मा. उपअभियंता (वि.) 23/8

मा. कार्यकारी अभियंता (वि.) 23/8/18

मा. अधिक्षक अभियंता (विद्युत-यांत्रिकी) 23/8/18

WDN 25/8/18

मा. आयुक्त महोदय. 23/8/18

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  - Published Tenders
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  - Downloaded Tenders
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  - Tender Status
  - Archived Tenders
  - Archived Clarification
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  - Create Corrigendum
  - Publish Corrigendum
  - Published Corrigendum
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  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
  - Financial Evaluation
  - Short fall Documents
  - Forfeit Tenders
  - AOC/Empanelment
  - Short Fall Documents History
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  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
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  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID [illegible]_301742_2 Tender Title

Clear Search

Tender List

S.No	Tender ID	Title/Tender Ref No.	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_301742_2	[illegible] for Proposal for selection of Concessionaire for [illegible] Smart LED Street Lights in Lieu of Rights of [illegible] Energy Savings and Advertisement Rights on Public-[illegible] Partnership (PPP) basis for PAN City area under Nashik [illegible] Nashik NMC/ELED/39/2017-18	24-Aug-2018 03:00 PM	0

Version:1.09.06 29-Jan-2018

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Price Bid

Price Bid

price bid

Sr No	Description	Est.Cost	Above Below			%			Ammount			Total Ammount	
			Bhayashree Electricals	Tuljai Enterprises	thakare & thakare electrical engineers and contractors	Bhayashree Electricals	Tuljai Enterprises	thakare & thakare electrical engineers and contractors	Bhayashree Electricals	Tuljai Enterprises	thakare & thakare electrical engineers and contractors	Bhayashree Electricals	Tuljai Enterprises
1	Online Tender for Providing and laying main LT distribution panel for Filter house No 1 at Panchavati WTP	1303259	Above	Below	Above	3.9	0.65	7.2	50827.101	-8471.1835	93834.648	1354086.101	1294787.8165

The offer should be based on the scope of work given above and should be inclusive of all taxes, levies, duties and all other charges including transportation, lodging and board other expenses of the agency and other employees of the Agency. NMC will not bear any expenses other than the cost quoted.

(Water Supply Mechanical) (Accounts Department) (Audit Department)

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ee

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From: Project Coordinator (pmc@nashiksmartcity.in) **Date:** Thu, 23 Aug 2018 15:23:58 +0530
To: ee2electrical@nashikcorporation.in
Subject: Fwd: NMC LED RFP --request for extension of 1 hour ---RFP No.NMC/ELED/39/2017-18 Dated 27-Jun-2018
Attachments: image001.png, image002.png

Dear Sir,

FYI

Thank you,
Mukul Bapat

---------- Forwarded message ----------
From: Subin S <subin.s@inspira.co.in>
Date: Thu 23 Aug, 2018, 3:19 PM
Subject: NMC LED RFP --request for extension of 1 hour ---RFP No.NMC/ELED/39/2017-18 Dated 27-Jun-2018
To: PRAKASH THAVIL <ceo@nashiksmartcity.in>, <pmc@nashiksmartcity.in>
Cc: Prashant Kodape <prashant.kodape@inspira.co.in>, Vishal Jain <vishaljain@inspira.co.in>, Dhanesh Sharma <dhaneshsharma@inspira.co.in>

Dear Sir,

We have completed uploading of our entire documents as part of response to the subjected LED RFP except the commercial bid.

The system has taken longer time to upload the commercial bid even through it's a 3 page file. we are very keen in participating in this bid and requesting NMC to share an extension for submission for 1 hour.

Attached screenshot for your reference

Regards

Subin Surendran | Bid manager

Email: subin.s@inspira.co.in

Contact No: +91 22 4056 9939

Fax: +91 22 4056 9966

Mobile. +91 9987063185

Website: www.inspira.co.in

Inspira Enterprise India Pvt. Ltd.

Level 2, Kalpataru Square, Kondivita Lane, Off. Andheri – Kurla Road, Andheri (E), Mumbai – 400059

Customer signature (H)

69

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Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Bid Opening (Live)
- Short fall Documents
- Online Payment Status
- My Bids History
- Short Fall Documents History
- Archived Clarification
- Tender Status
- My Withdrawn Bids

Tender Title : **Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design**

Tender ID : **2018_NMC_301742_2**

Back

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(६५)

दि.३१/०८/२०१८

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) करिता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

१) प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२८/०३/२०१८ ते २३/०४/२०१८)
२) प्रथम मुदतवाढ :-शुन्य निदिदा प्राप्त. (दि.२४/०४/२०१८ ते ०८/०५/२०१८)
३) व्दितीय मुदतवाढ:-शुन्य निविदा प्राप्त. (दि.०९/०५/२०१८ते २३/०५/२०१८)

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा सुचना क्र.३९ प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२७/०६/२०१८ ते २३/०७/२०१८)
२) प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०७/२०१८ ते ०७/०८/२०१८)
३) व्दितीय मुदतवाढ:-शुन्य निविदा प्राप्त. (दि.०८/०८/२०१८ ते २३/०८/२०१८)
४) तृतीय मुदतवाढ:- एक निविदा प्राप्त. (दि.२४/०८/२०१८ ते २५/०८/२०१८)

उपरोक्त प्रमाणे तृतीय मुदतवाढीच्या कालावधीत सदर कामास एक निविदा प्राप्त झाली असून मे.इन्स्पीरा एंटरप्राईजेस इंडीया प्रा.लि.यांची आहे. तृतीय मुदतवाढ असल्याने सदर निविदेची तांत्रीक कागदपत्रे दिनांक २७/०८/२०१८ रोजी उघडण्यात आली असून मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी M/s.KPMG Advisory Services Pvt.Ltd. यांचेकडून तपासणी करुन घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) सादर केला आहे.

सदरच्या अहवालात bidder यांचेकडून खलील बाबीचे clarification मागविण्यात यावे असे M/s.KPMG Advisory Services Pvt.Ltd.यांनी सुचवीले आहे.

Sr. No.	RFP संदर्भ	clarification मागविण्याचा विषय
1	3.24.3	Clarification required for the bidders type (sole bidder or consortium), if there is a consortium then lead bidder & consortium partner details are required with their roles .
2	3.24.3	All members should submit clarification for not have been blacklisted/debarred/terminated by any of the Central/ State Govt.department/board/PSUs/Municipal corporations for fraudulent or corrupt practice.
3	3.21	Signed RFP copy.
4	3.21	Authorised signatory.
5	3.21	Power of attorney.
6	3.21	Joint bid Agreement.
7	Form-1	Covering letter.
8	Form-4	C.V. of key personnel
9	Form-5	Work Implementation plan.
10	Form-6	Declaration of setting up of office in Nashik

ई-निविदा clause no.3.31 (2)-b,c नुसार नाशिक महानरगरपालिका मक्तेदाराकडून clarification मागवू शकते.

सदर कामाच्या Tender clause no.3.24.1 नुसार bid evaluation committee चे सदस्य नमूद असून त्यात मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी), मा.मुख्य लेखापरिक्षक, मा.मुख्य वित्त व लेखाधिकारी, मा.मुख्य कार्यकारी अधिकारी,NMSCDCL , मा.अतिरीक्त आयुक्त(सेवा) यांचा समावेश आहे.

त्यानुसार उपरोक्त १ ते १० बाबत bidder यांचेकडून clarification E-mail व्दारे मागविणेसाठी अनुमती साठी सादर.

मा.उप अभियंता(विद्युत) 3/9/18 3/9/18

मा.कार्यकारी अभियंता(विद्युत) 1/9/2018

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 1/9/2018

मा.मुख्य कार्यकारी अधिकारी,NMSCDCL 3/09

मा.मुख्य वित्त व लेखाधिकारी 31/8

(मा.मुख्य लेखापरिक्षक)

आपली.
मा.आयुक्त महोदय

3.9.

(५५)

दि.१४/०९/ २०१८

सविनय सादर,

विषय :- तज्ञ समितीची नियुक्ती करणे बाबत...

कामाचे नांव : Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत ई-टेंडर मागविणेत आलेले आहे. सदरच्या ई-टेंडरला ३ वेळेस मुदतवाढ दिलेनंतर M/s Inspira Enterprise India Private Limited याची एकच निविदा प्राप्त झालेली आहे.

सदरच्या कामाची RFP(निविदा अटी-शर्ती) प्रमाणे 3 Envlope पध्दतीची ई-निविदा सादर झालेली आहे.

Envelop A : Prequalification document.
Envelop B : Technical Evaluation & demonstration.
Envelop C : % Sharing offer to NMC (H1 to award)

उपरोक्त प्रमाणे प्रथम Envlop A मधील कागदपत्रे उघडून त्याची प्रकल्प सल्लागार M/s.KPMG Advisory Services Pvt.Ltd. यांचे करवी तपासणी केली असता त्यातील काही कागदपत्रांबाबत Bidder कडून clarification मागविणे आवश्यक वाटलेने निविदा अटीशर्ती Clasue No. 3. 31(2)b,c नुसार Bid Evaluation समितीच्या मान्यतेने clarification मागविले असता Bidder M/s Inspira Enterprise India Private Limited यांचेकडून clarifications प्राप्त झालेले आहेत.

त्यानुसार सदरच्या सर्व कागदपत्रांची तपासणी प्रकल्प सल्लागार M/s.KPMG Advisory Services Pvt.Ltd. यांनी करून त्यांचा अहवाल दि.१४/०९/२०१८ रोजी सादर केला आहे. त्या अहवालानुसार निविदा अटीशर्तीमधील PQ Conditions मध्ये Bidder M/s Inspira Enterprise India Private Limited हे Qualify होत असल्यामुळे त्यांचे Envlop B उघडावे लागेल व त्याप्रमाणे त्यांचे Smart Fitting , Feeder panel व CCMS ची on site प्रत्यक्ष चाचणी व त्याचे Evaluation करणे गरजेचे आहे.

RFP मधील Requirment व Specifications प्रमाणे Fiitting, Smart panel, CCMS ची तपासणी झालेवर व त्यात ते यशस्वी झालेनंतर त्यांचे Envelope-C (Financial bid Evaluation) Open करता येणे शक्य आहे.

उपरोक्त प्रमाणे चाचणी घेणे व अहवाल देणेसाठी खालीलप्रमाणे या क्षेत्रातील तज्ञ अधिकाऱ्यांची नियुक्ती करणे आवश्यक आहे.

१) प्रकल्प अधिकारी M.E.D.A. नाशिक.
२) कार्यकारी अभियंता MSEDCL नाशिक.
३) Electrical / IT Expert प्रकल्प सल्लागार M/s.KPMG -Wadia Techno Services.
४) कार्यकारी अभियंता (विद्युत) N.M.C नाशिक.
५) उप अभियंता (विद्युत) N.M.C. नाशिक.

उपरोक्त प्रमाणे १) मक्तेदार Envelop A प्रमाणे पात्र होत असल्याने Envelop B उघडणेस निविदा समितीची (BEC) मान्यता मिळणेस.
२) Envelop B उघडल्यानंतर तपासणी करुन अहवाल देणेसाठी तांत्रिक-तज्ञ समिती गठीत करणेस व त्याप्रमाणे त्यांचेकडून प्रत्यक्ष चाचणीवेळी उपस्थित राहून Practical अहवाल देणेबाबत मान्यता मिळणेस सादर.

उप अभियंता(विद्युत)

(देवेंद्र वनमाळी.)
कार्यकारी अभियंता(विद्युत)

(एस.एम. चव्हाण्के)
अधिक्षक अभियंता (विद्युत-यांत्रिकी)

मा.मुख्य कार्यकारी अधिकारी, NMSCDCL

- हरकत नाही. तथापि कुदलत कार्यवाही नियमानुसार कार्यवाही होत असल्याची दक्षता घ्यावी.

मा.मुख्य वित्त व लेखाधिकारी

मा.अतिरिक्त आयुक्त

मा. आयुक्त

(७९)

दि.१५/०९/२०१८

सविनय सादर,

कामाचे नांव :- नाशिक मनपा क्षेत्रात पथदिपांसाठी स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

सदरचे कामात ३ बीड Envelop पध्दतीने निविदा प्रक्रिया केलेली आहे. Envelop A मधील Prequalification प्रमाणे M/s Inspira Enterprises India Pvt. Ltd. हे बिडरच्या PQ कागद पत्रांची पुर्तता झाल्यामुळे Envelop B मधील Actual site demonstration साठी दि.१४/०९/२०१८ रोजी Email व पत्र दिलेले आहे.

तसेच सदरचे Actual demonstration चे चाचणी रिपोर्ट नोंदविणे व अहवाल देणे यासाठी मा.आयुक्त सो. आदेशाने तज्ञ समितीची नियुक्ती केलेली आहे. सदरच्या समितीच्या सदस्यांना याबाबत कळविणेसाठी सोबत पत्र ठेवले आहे. स्वाक्षरीसाठी सादर.

( )
उप अभियंता(विद्युत)

(देवेंद्र वनमाळी)
कार्यकारी अभियंता (विद्युत)

(शिवाजी चव्हाणके)
अधिक्षक अभियंता (विद्युत-यांत्रिकी)

(८७)

दि. १७/१०/२०१८

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

संदर्भ:-१)M/s.Inspira Enterprises India Pv.Ltd. यांचेशी १६/१०/२०१८ ची चर्चा.

२) प्रकल्प सल्लागार M/s.KPMG यांचा अहवाल दि.१७/१०/२०१८

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) करिता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२८/०३/२०१८ ते २३/०४/२०१८)

प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०४/२०१८ ते ०८/०५/२०१८)

व्दितीय मुदतवाढः-शुन्य निविदा प्राप्त. (दि.०९/०५/२०१८ते २३/०५/२०१८)

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा सुचना क्र.३९ प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२७/०६/२०१८ ते २३/०७/२०१८)

२) प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०७/२०१८ ते ०७/०८/२०१८)

३) व्दितीय मुदतवाढः-शुन्य निविदा प्राप्त. (दि.०८/०८/२०१८ ते २३/०८/२०१८)

४) तृतीय मुदतवाढः- एक निविदा प्राप्त. (दि.२४/०८/२०१८ ते २५/०८/२०१८)

वरील प्रमाणे नाशिक मनपा क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणे बाबत निविदा प्रक्रीया राबविणेत आली होती. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pv.Ltd. यांची एकमेव निविदा प्राप्त झाली होती. त्यांचे (Envelop-A) उघडून कागदपत्रांची छाननी करून दि.०३/०९/२०१८ रोजी निविदा समितीसमोर ठेवले असता ते (Envelop-B) उघडणेसाठी Qualify झाल्यामुळे त्यांची (Envelop-B) उघडणेत आले.

(Envelop-B) मध्ये Demonstration & proof of concept साठी M/s.Inspira Enterprises India Pv.Ltd. यांना खालील प्रमाणे वारंवार सुचना व E-mail देण्यात आले आहेत.

- या कार्यालयाचा E-mail दि.१५/०९/२०१८ – चार दिवसांत POC सुरु करणे बाबत.
- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.१७/०९/२०१८ रोजीचा E-mail POC दि.१५/०९/२०१८ ऐवजी दि.२४/०९/२०१८ रोजी सुरु करणे बाबत.
- कंपनीने POC दि.२४/०९/२०१८ रोजी सुरु न केल्याने या कार्यालयाचा दि.२४/०९/२०१८ रोजीचा E-mail - POC दि.२५/०९/२०१८ पासून सुरु करणे बाबत.
- दि.२५/०९/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांनी १२० वॅट क्षमतेच्या दोन फिटींग पथदिप पोलवर Demonstration लावल्या. POC प्रमाणे किमान पाच पोलवर फिटींग लावणे आवश्यक होते. मात्र लावलेल्या दोन फिटींग या Indivisual Addressable व Remote On/Off स्वरुपाच्या होत्या.

- मात्र १२० वॅट पेक्षा कमी क्षमतेच्या उदा.९०,६०,४५,३० वॅट क्षमतेच्या फिटींगचे Demonstration देणेबाबत कंपनी असमर्थ ठरली आहे. त्याबाबत त्यांना E-mail व्दारे कळविण्यात आलेले आहे.
- M/s.Inspira Enterprises India Pv.Ltd. यांनी पुन्हा दि.१५/१०/२०१८ पावेतो मुदतीची E-mail व्दारे मागणी केली.
- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांचे मॅनेजर श्री.धनेश शर्मा यांचेशी व प्रकल्प सल्लागार M/s.KPMG व यांचे समवेत सविस्तर चर्चा झाली असता त्यांनी निविदा अटी-शर्ती (RFP) प्रमाणे POC देणे बाबत असमर्थता दर्शविली.
- तसेच प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल पहाता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pv.Ltd. हे Disqualify अपात्र ठरत आहेत.

त्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक वाटते. मान्यता व पुढील आदेशार्थ सादर.

मान्यता झाल्यास प्रकल्प सल्लागार M/s.KPMG यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेरनिविदा प्रसिध्द करणेस मान्यता मिळणेस सादर.

मा.उप अभियंता(विद्युत) 17/10 | 17/10 | 17/10/2018

मा.कार्यकारी अभियंता(विद्युत) 17/10/18

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 17/10/2018

मा.मुख्य कार्यकारी अधिकारी,NMSCDCL

मा.मुख्य वित्त व लेखाधिकारी 18/10

मा.अतिरीक्त आयुक्त 20.10.18

मा.आयुक्त महोदय

(13)

दि. १७/१०/२०१८

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

संदर्भ:-१)M/s.Inspira Enterprises India Pv.Ltd. यांचेशी १६/१०/२०१८ ची चर्चा.

२) प्रकल्प सल्लागार M/s.KPMG यांचा अहवाल दि.१७/१०/२०१८

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) करिता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२८/०३/२०१८ ते २३/०४/२०१८)

प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०४/२०१८ ते ०८/०५/२०१८)

व्दितीय मुदतवाढः-शुन्य निविदा प्राप्त. (दि.०९/०५/२०१८ते २३/०५/२०१८)

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा सुचना क्र.३९ प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२७/०६/२०१८ ते २३/०७/२०१८)

२) प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०७/२०१८ ते ०७/०८/२०१८)

३) व्दितीय मुदतवाढः-शुन्य निविदा प्राप्त. (दि.०८/०८/२०१८ ते २३/०८/२०१८)

४) तृतीय मुदतवाढः- एक निविदा प्राप्त. (दि.२४/०८/२०१८ ते २५/०८/२०१८)

वरील प्रमाणे नाशिक मनपा क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणे बाबत निविदा प्रक्रीया राबविणेत आली होती. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pv.Ltd. यांची एकमेव निविदा प्राप्त झाली होती. त्यांचे (Envelop-A) उघडून कागदपत्रांची छाननी करुन दि.०३/०९/२०१८ रोजी निविदा समितीसमोर ठेवले असता ते (Envelop-B) उघडणेसाठी Qualify झाल्यामुळे त्यांची (Envelop-B) उघडणेत आले.

(Envelop-B) मध्ये Demonstration & proof of concept साठी M/s.Inspira Enterprises India Pv.Ltd. यांना खलील प्रमाणे वारंवार सुचना व E-mail देण्यात आले आहेत.

- या कार्यालयाचा E-mail दि.१५/०९/२०१८ – चार दिवसांत POC सुरु करणे बाबत.
- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.१७/०९/२०१८ रोजीचा E-mail POC दि.१५/०९/२०१८ ऐवजी दि.२४/०९/२०१८ रोजी सुरु करणे बाबत.
- कंपनीने POC दि.२४/०९/२०१८ रोजी सुरु न केल्याने या कार्यालयाचा दि.२४/०९/२०१८ रोजीचा E-mail - POC दि.२५/०९/२०१८ पासून सुरु करणे बाबत.
- दि.२५/०९/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांनी १२० वॅट क्षमतेच्या दोन फिटींग पथदिप पोलवर Demonstration लावल्या. POC प्रमाणे किमान पाच पोलवर फिटींग लावणे आवश्यक होते. मात्र लावलेल्या दोन फिटींग या Indivisual Addressable व Remote On/Off स्वरुपाच्या होत्या.
- मात्र १२० वॅट पेक्षा कमी क्षमतेच्या उदा.९०,६०,४५,३० वॅट क्षमतेच्या फिटींगचे Demonstration देणेबाबत कपनी असमर्थ ठरली आहे. त्याबाबत त्यांना E-mail व्दारे कळविण्यात आलेले आहे.
- M/s.Inspira Enterprises India Pv.Ltd. यांनी पुन्हा दि.१५/१०/२०१८ पावेतो मुदतीची E-mail व्दारे मागणी केली.

- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांचे मॅनेजर श्री.धनेश शर्मा यांचेशी व प्रकल्प सल्लागार M/s.KPMG व यांचे समवेत सविस्तर चर्चा झाली असता त्यांनी निविदा अटी-शर्ती (RFP) प्रमाणे POC देणे बाबत असमर्थता दर्शविली.
- तसेच प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल पहाता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pv.Ltd. हे Disqualify अपात्र ठरत आहेत.

त्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक वाटते. मान्यता व पुढील आदेशार्थ सादर.

अ.क्र.	मुद्दा	पुर्वीच्या RFP नुसार	सुधारीत मॉडेल प्रमाणे RFP मध्ये केलेला बदल
1	E.M.D.	Online through mahatender	In the form of Demand Draft / FDR in the name of Commissioner, Nashik Municipal Corporation, Nashik to be uploaded as part of envelope A
2	Min energy saving share to NMC from concessionaire	15%	5%
3	Upon un-satisfactory performance of bidder for achieving maximum potential via Advertisement on poles/median; alternative source decision will be taken for remaining poles. Time period	6 months	21 months (i.e. Implementation period of 9months and 1st 12months of operation and maintenance period
4	Scope	All fixtures should be Group On-Off and dimmable with individual addressing.	90 watt and above fixtures should be Individual on-off, dimming and addressable. ~~90~~ ~~watt~~ 89 watt below all fixtures should be group on-off and group addressable. Group dimming and individual addressing are optional.

उपरोक्त प्रमाणे प्रकल्प सल्लागार M/s.KPMG यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेरनिविदा प्रसिध्द करणेस मान्यता मिळणेस सादर.

मा.उप अभियंता(विद्युत) 17/10 / 17/10 / 19/10/2018

मा.कार्यकारी अभियंता(विद्युत) 19/10/18

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 19/10/18

मा.मुख्य कार्यकारी अधिकारी, NMSCDCL

मा.मुख्य वित्त व लेखाधिकारी

मा.अतिरीक्त आयुक्त 20.10.18

मा.आयुक्त महोदय 20/10/18

Nashik Municipal Corporation (NMC)
Electrical-Mechanical Department

No.: NMC/Electrical/551/2018

Date: 19/10/2018

E-Tender no. 16 (2018-19)

Nashik Municipal Corporation (NMC) invites bids to execute the following work.

Sr. No.	Name of work	Cost of blank tender from (in INR to be paid online only)	Earnest Money Deposit	Duration of Work	Tender Publishing Date	Tender form Availability Date	Pre-Bid meeting	Last date of tender form availability	Last date of online submission	Technical Envelope opening Date
1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.	Rs. 10000/- + Rs. 90/- + CGST (9%) + SGST (9%)	Rs. 85,00,000/-	9 months + 84 months	22/10/2018 03:00 PM	22/10/2018 03:00 PM	30/10/2018 03:00 PM	21/11/2018 03:00 PM	21/11/2018 03:00 PM	22/11/2018 03:00 PM

The blank tender forms would be available on www.mahatenders.gov.in.The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

The bidder shall submit its Pre-Qualification Proposal (Envelope-A), Technical Proposal (Envelope-B) and Financial Proposal (Envelope-C) in the prescribed format online as provided in detailed tender notice.

The Financial Proposal (Envelope C) shall be opened subsequently of agencies whose technical proposal have been found acceptable.

Rights to reject any or all tenders without assigning any reasons thereof are reserved by Competent Authority of Nashik Municipal Corporation (NMC) and whose decision will be final and legally binding on all the bidders.

Head of the Department (Electrical - Mechanical Department)

Nashik Municipal Corporation, Nashik

20/10/18

(८५)

दिनांक २०/१०/२०१८

सविनय सादर,

कामाचे नाव :- नाशिक मनपा क्षेत्रात PPP तत्वावर SMART LIGHTING प्रकल्प राबविणे करीता जाहिर ई-निविदा सुचना क्र.१६(सन २०१८-१९) प्रसिध्द करणे बाबत.

नाशिक महानगरपालिका क्षेत्रात PPP तत्वावर SMART LIGHTING प्रकल्प राबविणे करीता जाहिर ई-निविदा सुचना क्र.१६ (सन २०१८-१९) प्रसिध्द करणेबाबतची RFP यास मा.आयुक्त सो. यांनी दिनांक २०/१०/२०१८ रोजी मान्यता दिलेली आहे. तसेच विभाग प्रमुखांनी RFP प्रसिध्द करणेबाबत कळविले आहे. त्याप्रमाणे या कामाची सोबत जोडलेली E-NIT/ RFP प्रसिध्द करणेस मान्यता मिळणेस सादर.

उप अभियंता(वि.) 20/10 | 20/10 | 20/10

मा.कार्यकारी अभियंता(वि.) 20/10/18

माअधिक्षक अभियंता(विद्युत-यांत्रिकी) 20/10/18

(2e)

दि.०३/११/२०१८

सविनय सादर,

कामाचे नांव:- नाशिक मनपा क्षेत्रात स्मार्ट सिटी डेव्हलपमेंट कॉर्पोरेशन लि. यांचे सहयोगाने उर्जा बचत प्रकल्प (पीपीपी तत्वावर स्मार्ट लाईटींग प्रकल्प) राबविणे.

नाशिक मनपा क्षेत्रात (पीपीपी तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे या कामाची प्री-बिड मिटींग मा.आयुक्त कार्यालयातील Conference Room मध्ये दि.३०/१०/२०१८ रोजी दुपारी ३:०० वाजता झाली. सदर बैठकीमध्ये उपस्थीत एजन्सींचे उपस्थीती पत्रक सोबत जोडले आहे.

सदर बैठकीत मा.मुख्य कार्यकारी अधिकारी, NMSCDCL, मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांनी सुचीत केले नुसार एजन्सीजच्या Queries E-mail व्दारे प्राप्त झाल्या आहेत. सदरच्या Queries वर या प्रकल्पाचे सल्लागार मे.KPMG यांनी त्यांचा Reply / CSD विद्युत विभागास दि.०३/११/२०१८ रोजी सादर केला आहे. सदरचा CSD अपलोड करण्यास मान्यता मिळणेस्तव सादर.

उप अभियंता(विद्युत) 3/11 | 3/11 | 3/11

(देवेंद्र वनमाळी)
कार्यकारी अभियंता (विद्युत) 3/11/2018

(शिवाजी चव्हाणके)
अधिक्षक अभियंता (विद्युत-यांत्रिकी) 3/11/2018

(तुकाराम मुंढे)
मा. आयुक्त 3/11/18

Maharashtra Tenders

Welcome : dipakvanmali@gmail.com
Last login : 21-Nov-2018 10:09 PM

Server Time
22-Nov-2018 10:12:05

Home Logout

eProcurement System Government of Maharashtra

TENDER MANAGEMENT

- **Master Management**
  - Org Hierarchy Master
- **User Management**
  - My Organisation Hierarchy
  - My Accounts
- **Tender Management**
  - Create Tender / Tender List
  - Publish Tender
  - Published Tenders
  - Seek Clarifications
  - Pre-bid Meeting
  - Downloaded Tenders
  - Bids Submitted Tenders
  - Tender Status
  - Archived Tenders
  - Archived Clarification
- **Corrigendum**
  - Create Corrigendum
  - Publish Corrigendum
  - Published Corrigendum
- **Bid Opening**
  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
  - Financial Evaluation
  - Short fall Documents
  - Forfeit Tenders
  - AOC/Empanelment
  - Short Fall Documents History
- **Auction Management**
  - Tender cum Auction
  - Publish Auction
  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	22-Nov-2018 03:00 PM	0

(e1)

दिनांक : २२/११/२०१८

सविनयसादर,

विद्युत विभाग फेर निविदा-सुचना क्र.१६(२०१८-१९) बाबतची जाहीरात दै.फ्री-प्रेस, दै.सकाळ, दै.सामना या वर्तमानपत्रांत दिनांक २१/१०/२०१८ रोजी प्रसिध्द करण्यात आली होती. सदर निविदा संचाची विक्री दिनांक २२/१०/२०१८ ते २१/११/२०१८ अशी होती.

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक २१/११/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.२१/११/१८ रोजी प्राप्त निविदा
१.	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis	८५,००,०००/-	०

वरील कामास मुदतीत तिन पेक्षा कमी निविदा प्राप्त झाल्याने शासन निर्णय क्रमांक; सीएटी स २०१७/प्र.क्र.८/इमा-२ तारीख १२ एप्रिल,२०१७ अन्वये या कामाच्या निविदा विक्री व सादरीकरणास प्रथम मुदतवाढ दिनांक २२/११/२०१८ ते दि. २१/१२/२०१८ दुपारी ३:०० वाजेपावेतो वाढविणेस व निविदा उघडण्याची दिनांक २२/१२/२०१८ दुपारी ३:०० अशी ठेवणेस मान्यतेस्तव सादर.

तसेच उपरोक्त कामाचे प्रकल्प सल्लागार M/S.KPMG यांचे कडून दि.२०/११/२०१८ रोजी प्राप्त झालेला Corrigendum मुदतवाढीसमवेत अपलोड करणेस मान्यता मिळणेस विनंती.

22/11

उपअभियंता (वि.)

(डी.बी.वनमाळी)
कार्य.अभियंता(वि.)

22/11/2018

(एस.एम.चव्हाण्के)
मा.अधिक्षक अभियंता
(विद्युत-यांत्रिकी विभाग)

22/11/18

(तुकाराम मुंढे)
मा.आयुक्त

(e3)

दिनांक ०३/१२/२०१८

सविनय सादर,

कामाचे नाव :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...

संदर्भ:- उपरोक्त कामाचे प्रकल्प सल्लागार M/S.KPMG यांचे कडून दि.०३/१२/१८ रोजी प्राप्त झालेला Corrigendum बाबतचा अहवाल.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठीचे सल्लागार M/S. KPMG यांनी कामाच्या RFP/ E-Tender साठी आलेला अल्प प्रतिसाद बघुन या कामा साठीच्या Prequalification Condition & Scope मध्ये सुधारणा करणेसाठी Corrigendum सादर केले असून त्यातील प्रमुख मुद्दे खालील प्रमाणे.

१) कामाच्या सुरुवातीच्या स्कोपमध्ये सर्वत्र Smart- LED चा समावेष होता. All Fixtures dimmable /Addressable तदनंतर स्कोपमध्ये ९० वॅट व ९० वॅट पेक्षा अधिक क्षमतेचे सर्व लाईट Individually dimmable /Addressable अशा स्वरूपाचे तर ९० वॅट पेक्षा कमी क्षमतेचे Optionally group dimmable / Addressable असल्यामुळे प्रकल्प सल्लागार M/S. KPMG यांनी Working केल्या प्रमाणे Minimum Energy saving 60% ऐवजी ५५% करणे आवश्यक आहे.

२) तसेच Connessionaire (मक्तेदार) यांचे कमात तसेच Lead bidder व इतर सहभागी यांचे कामकाजातील स्कोप निश्चित होणे बाबत त्यांना SPV (Special purpose vehicle) कंपनी फॉर्म करुन Lead bidder चा हक्क किमान ५१% असणे बाबत RFP मध्ये सुधारणा करावयाची आहे.

तरी सदरच्या Corrigendum चे अवलोकन होऊन ते RFP/E-Tender बरोबर online अपलोड करणेस मान्यता मिळणेस सादर.

Sr. No.	RFP Document Reference (Clause No.)	Content of the RFP requiring clarification	Change / Addition
1	3.24.3. (i) Pre-Qualification Criteria– Incorporation: --	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and **lead bidder** should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.
2	3.24.3. (iv) Pre-Qualification Criteria– Technical Eligibility:--	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India.	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India or **global level (international experience).**

Sr. No.	RFP Document Reference (Clause No.)	Content of the RFP requiring clarification	Change / Addition
3	**Concession Period**	Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey & Implementation Period : - 9 months O&M Period : - 7 Years	Means the 7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey Period: - **30 days** Implementation Period : - **8.5 months** O&M Period : - 7 Years
4	4.1.1 Survey - 3	Concessionaire needs to submit a detailed report of survey and design to NMC. (Within 15 days).	Concessionaire needs to submit a detailed report of survey and design to NMC. (**Within30 days**).
5	4.6 Project Phase	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+15 Days Implementation Period as per plan approved by NMC (max) T2=T1+8 months 15 Days	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+**30 Days** Implementation Period as per plan approved by NMC (max) T2=T1+**9 months**
6		guarantee energy savings : - 60%	guarantee energy savings : - **55%**
7	Additional Clause		Successful bidder after issuanace of LoA may form SPV(Special Purpose Vehicle) with minimum 51% share with Lead bidder.

मा.उपअभियंता (वि.) 4/12 | 4/12 | 4/12

मा.कार्य.अभियंता(वि.) 4/12/18

मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग) 4/12/18

Hon CEO NMSCDCL

मा. वित्त व लेखाधि मार्फ

सादर,

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे या कामाबाबत विभागाने प्रस्तावित केलेल्या अहवालात सुचविलेल्या बदल करणेस हरकत नाही.

क्र. लिपीक - ०७/१२

क्र. लेखापाल - 7/12

उप-लेखापाल - 7/12/18

उपमुख्यलेखाधिकारी - 7/12/18

मा. मुख्य लेख व वित्त अधिकारी

- पी.पी.पी. तत्वावर स्मार्ट लाईटींगच्या प्रस्तुत प्रकरणी, विभागाने पूर्वपृष्ठावरील नपशीलानुसार काही निवीदा अटी/शर्तीमध्ये बदल सुचविला आहे. अधिकाधीक स्पर्धात्मक निवीदा प्राप्त होणेच्या दृष्टीने विभागाने सदर तांत्रिक मुद्दाबाबत केलेल्या प्रस्तावित बदलास मान्यता देणेस हरकत नाही. तथापि आदेशार्थ!

०/१२

नाशिक महानगरपालिका
लेखा विभाग
जावक क्र. ६३८
दिनांक - ०७/१२/२०१८
स्वाक्षरी -

आयुक्त कार्यालय
नस्ती क्रमांक :- PLEC/24
आवक दिनांक :- 7/12/2018
जावक दिनांक :- 7/ /20

मा० आयुक्त महोदय -

ee

Maharashtra Tenders

Welcome : dipakvanmali@gmail.com
Last login : 10-Dec-2018 04:21 PM

Server Time
11-Dec-2018 15:17:33

Home Logout

eProcurement System Government of Maharashtra

TENDER MANAGEMENT

- **Master Management**
  - Org Hierarchy Master
- **User Management**
  - My Organisation Hierarchy
  - My Accounts
- **Tender Management**
  - Create Tender / Tender List
  - Publish Tender
  - Published Tenders
  - eak Clarifications
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  - Tender Status
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  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	12-Dec-2018 03:00 PM	0

९५७

दिनांक : ११/१२/२०१८

सविनयसादर,

कामाचे नाव :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...

विषय:- १)सदरचे कामास व्दितीय मुदतवाढ देणे बाबत...

२)उपरोक्त कामाचे प्रकल्प सल्लागार M/S.KPMG यांचेकडून दि.३/१२/१८ रोजी प्राप्त झालेला Corrigendum बाबतचा अहवाल.

सदर कामाची फेर ई-निविदा सुचना क्र.१६ (२०१८-१९) ई-टेंडर आयडी क्र.२०१८-एनएमसी -३६५३८९-१ अन्वये ऑनलाईन पध्दतीने काढलेली आहे. दै.फ्री-प्रेस, दै.सकाळ, दै.सामना व दै.प्रात:काल या वर्तमानपत्रात निविदेस जाहिर प्रसिध्दी देऊन www.mahatender.gov.in या महाराष्ट्र शासनाच्या संकेतस्थळावर ऑनलाईन प्रसिध्दीने निविदा मागविण्यात आलेल्या आहेत.

अ)निविदा प्रसिध्दी कालावधी :दि.२२/१०/२०१८ ते २१/११/२०१८(० निविदा प्राप्त)

आ) प्रथम मुदतवाढ कालावधी : ११/१२/२०१८ पावेतो

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक ११/१२/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.११/१२/१८ रोजी प्राप्त निविदा
१.	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	८५,००,०००/-	०

वरील कामास मुदतीत तिन पेक्षा कमी निविदा प्राप्त झाल्याने शासन निर्णय क्रमांक; सीएटी स २०१७/प्र.क्र.८/इमा-२ तारीख १२ एप्रिल,२०१७ अन्वये या कामाच्या निविदा विक्री व सादरीकरणास व्दितीय मुदतवाढ दिनांक १२/१२/२०१८ ते दि.२८/१२/२०१८ दुपारी ३:०० वाजेपावेतो वाढविणेस व निविदा उघडण्याची दिनांक २९/१२/२०१८ दुपारी ३:०० अशी ठेवणेस मान्यतेस्तव सादर.

तसेच नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठीचे सल्लागार M/S. KPMG यांनी कामाच्या RFP/ E-Tender साठी आलेला अल्प प्रतिसाद बघुन या कामा साठीच्या Prequalification Condition & Scope मध्ये सुधारणा करणेसाठी Corrigendum सादर केले असून त्यातील प्रमुख मुद्दे खालील प्रमाणे.

१) कामाच्या सुरुवातीच्या स्कोपमध्ये सर्वत्र Smart- LED चा समावेष होता. All Fixtures dimmable /Addressable तदनंतर स्कोपमध्ये ९० वॅट व ९० वॅट पेक्षा अधिक क्षमतेचे सर्व लाईट Individually dimmable /Addressable अशा स्वरुपाचे तर ९० वॅट पेक्षा कमी क्षमतेचे Optionally group dimmable / Addressable असल्यामुळे प्रकल्प सल्लागार M/S. KPMG यांनी Working केल्या प्रमाणे Minimum Energy saving 60% ऐवजी ५५% करणे आवश्यक आहे.

२) तसेच Connessionaire (मक्तेदार) यांचे कमात तसेच Lead bidder व इतर सहभागी यांचे कामकाजातील स्कोप निश्चित होणे बाबत त्यांना SPV (Special purpose vehicle) कंपनी फॉर्म करुन Lead bidder चा हक्क किमान ५१% असणे बाबत RFP मध्ये सुधारणा करावयाची आहे.

तरी सदरच्या Corrigendum चे अवलोकन होऊन ते RFP/E-Tender बरोबर online अपलोड करणेस मान्यता मिळणेस सादर.

Sr. No.	RFP Document Reference (Clause No.)	Content of the RFP requiring clarification	Change / Addition
1	3.24.3. (i) Pre-Qualification Criteria– Incorporation:--	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and **lead bidder** should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.
2	3.24.3. (iv) Pre-Qualification Criteria– Technical Eligibility:--	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India.	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India or **global level (in ternational experience).**
3	**Concession Period**	Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey & Implementation Period : - 9 months O&M Period : - 7 Years	Means the 7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey Period: - **30 days** Implementation Period : - **8.5 months** O&M Period : - 7 Years
4	4.1.1 Survey - 3	Concessionaire needs to submit a detailed report of survey and design to NMC. (Within 15 days).	Concessionaire needs to submit a detailed report of survey and design to NMC. (**Within30 days**).
5	4.6 Project Phase	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+15 Days Implementation Period as per plan approved by NMC (max) T2=T1+8 months 15 Days	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+**30 Days** Implementation Period as per plan approved by NMC (max) T2=T1+**9 months**
6		guaranteed energy savings : - 60%	Minium guaranteed energy savings : - **55%**

मा.उपअभियंता (वि.) 11/2 / 11/2 / 11/2

मा.कार्य.अभियंता(वि.) 11/12/2018

मा.अधिक्षक अभियंता(वि.-यां.) 11/12/18

C.E/O. NMSCDCL 11/12

मा. अति आयुक्त सो 11.12.18

मा. आयुक्त सो 11/12/18

(903)

दि.२४/१२/२०१८

सविनय सादर,

कामाचे नांव - नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...

संदर्भ – - उपरोक्त कामाचे प्रकल्प सल्लागार M/S.KPMG यांचे कडुन दि. २४/१२/२०१८ रोजी प्राप्त झालेला बाबतचा अहवाल.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठीचे सल्लागार M/S.KPMG यांनी कामाचा RFP/E-Tender साठी आलेला अल्पप्रतिसाद बघुन याकामासाठीच्या Prequalification Condition and Scope मध्ये सुधारणा करणेसाठी Corrigendum सादर केले असुन त्यातील प्रमुख मुद्दे खालील प्रमाणे.

Sr. No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses/Clarification
1	Section - IV	4.1.3 & 4.9.1.1	47 & 56	As per the BOQ mentioned for LED fixtures, the quantity of 45 W is mentioned as 9481 and 60W as 3522. Whereas, the Eb is mentioned as 50567104 KwHrs .	Please read" The revised BOQ mentioned for LED fixtures should be read as the quantity of **45 W is 3522 and 60 W is 9481.** Whereas, the Eb is mentioned as 50567104 KwHrs .
2	Annexure III	8.3	115	1. The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities. 2. Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement. 3. Advertisement Tax to be paid to NMC as applicable.	**1. Concessionaire need to share the tax free revenue to NMC.Total tax component need to be paid by the concessionaire only.** **2.** Advertisement Tax to be paid to NMC as applicable from time to **time irrespective of the advertisement revenue generated.** **3. Further the concessionaire has to develop the Poles with advertisement infrastructure for all the poles as mentioned in the RFP before handing over the same to NMC or duration of 21 months as per RFP clause 4.3 point 3.**

Sr. No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses/Clarification
4	Section -IV	4.1	57	The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	Please read" The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neut conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. **All rectification will be done by concessionaireat its own cost.** No claim for failure of Luminaires will be entertained on account of earthing issues.
15	Section III	3.24.3. Pre-Qualification Criteria	35	The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	**Turnover of only bidding entity is considered and not of its subsidiary or parent.**

मा.उप अभियंता (विद्युत) 24/12

मा. कार्यकारी अभियंता (विद्युत) 24/12

मा. अधिक्षक अभियंता (विद्युत / यांत्रिकी) 24/12

मा. मुख्य कार्यकारी अधिकारी (NMSCDCL) 24.12.18

मा.अतिरिक्त आयुक्त सो.

मा.आयुक्त सो. 24/12

१०५

दिनांक : २८/१२/२०१८

सविनयसादर,

कामाचे नाव :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...

विषय:- सदरचे कामास त्रितीय मुदतवाढ देणे बाबत...

सदर कामाची फेर ई-निविदा सुचना क्र.१६ (२०१८-१९) ई-टेंडर आयडी क्र.२०१८-एनएमसी -३६५३८९-१ अन्वये ऑनलाईन पध्दतीने काढलेली आहे. दै.फ्री-प्रेस, दै.सकाळ, दै.सामना व दै.प्रात:काल या वर्तमानपत्रात निविदेस जाहिर प्रसिध्दी देऊन www.mahatender.gov.in या महाराष्ट्र शासनाच्या संकेतस्थळावर ऑनलाईन प्रसिध्दीने निविदा मागविण्यात आलेल्या आहेत.

अ) निविदा प्रसिध्दी कालावधी :दि.२२/१०/२०१८ ते २१/११/२०१८(० निविदा प्राप्त)

आ) प्रथम मुदतवाढ कालावधी : ११/१२/२०१८ पावेतो (० निविदा प्राप्त)

इ) व्दितीय मुदतवाढ कालावधी : २८/१२/२०१८ पावेतो (० निविदा प्राप्त)

टेंडर सेलने दिलेल्या माहितीनुसार दिनांक २८/१२/२०१८ रोजी दुपारी ३:०० वाजेपावेतो या कामास खालील प्रमाणे मक्तेदारांनी निविदा सादरीकरण केले आहे.

अ. नं.	कामाचे नांव	सुरक्षा अनामत र.रु.	दि.११/१२/१८ रोजी प्राप्त निविदा
१.	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	८५,००,०००/-	०

वरील कामास मुदतीत तिन पेक्षा कमी निविदा प्राप्त झाल्याने शासन निर्णय क्रमांक; सीएटी स २०१७/प्र.क्र.८/इमा-२ तारीख १२ एप्रिल,२०१७ अन्वये या कामाच्या निविदा विक्री व सादरीकरणास त्रितीय मुदतवाढ दिनांक २९/१२/२०१८ ते दि. ०८/०१/२०१९ दुपारी ३:०० वाजेपावेतो वाढविणेस व निविदा उघडण्याची दि. ०९/०१/२०१९ दुपारी ३:०० अशी तेवणेस मान्यतेस्तव सादर.

मा.उपअभियंता (वि.) 28/12/2018

मा.कार्य.अभियंता(वि.) 28/12

मा.अधिक्षक अभियंता(वि.-यां.) 28/12

मा. मुख्य कार्यकारी अधिकारी (NMSCDCL) 29/12

मा. आयुक्त महोदय 29/12/18

Maharashtra Tenders

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Home Logout

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TENDER MANAGEMENT

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Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

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S.No	Tender ID	Tender Title/Tender Ref No.	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	09-Jan-2019 03:00 PM	0

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दिनांक : ०९/०१/२०१९

सविनयसादर,

कामाचे नाव :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...

सदर कामाची फेर ई-निविदा सुचना क्र.१६ (२०१८-१९) ई-टेंडर आयडी क्र.२०१८-एनएमसी -३६५३८९-१ अन्वये ऑनलाईन पध्दतीने काढलेली आहे. दै.फ्री-प्रेस, दै.सकाळ, दै.सामना व दै.प्रात:काल या वर्तमानपत्रात निविदेस जाहिर प्रसिध्दी देऊन www.mahatender.gov.in या महाराष्ट्र शासनाच्या संकेतस्थळावर ऑनलाईन प्रसिध्दीने निविदा मागविण्यात आलेल्या आहेत.

अ) निविदा प्रसिध्दी कालावधी :दि.२२/१०/२०१८ ते २१/११/२०१८(० निविदा प्राप्त)

आ) प्रथम मुदतवाढ कालावधी : ११/१२/२०१८ पावेतो (० निविदा प्राप्त)

इ) व्दितीय मुदतवाढ कालावधी : २८/१२/२०१८ पावेतो (० निविदा प्राप्त)

इ) तृतीय मुदतवाढ कालावधी : ०८/०१/२०१९ पावेतो (० निविदा प्राप्त)

संदर्भ्- निविदा समितीची बैठक दि.०९/०१/२०१९

निविदा समितीची दि.०९/०१/२०१९ रोजी बैठक होवुन त्यामध्ये खालील प्रमाणे निर्णय घेण्यात आलेला आहे.

१) सदरचा प्रकल्प पीपीपी तत्वावर असल्यामुळे व मुळ आरएफपी च्या अटीशर्तीला प्रतिसाद प्राप्त होत नाही.त्यामुळे अशा स्वरुपाचे काम करणारे बीडर्स हयाचे बरोबर प्रत्यक्ष चर्चा होणेसाठी व्दितिय प्री बीड मिटिंग/कन्सलटेशन मिटींग दि.१६/०१/२०१९ बुधवार दुपारी १२.०० वा. मनपा मुख्यालयात घेणे व त्या मध्ये प्रॉस्पेक्टीव्ह बीडरची भुमिका समजुन घेणे व त्याप्रमाणे स्मार्ट सिटी कन्सलटंट यांचे सल्याप्रमाणे आरएफपी मध्ये सुधारणा करणे.

२) टेंडर कन्टीन्युएशन साठी या निविदेस दि.१८/०१/२०१९ पर्यंत चतुर्थ मुदतवाढ देणे असे निर्णय झाले आहे.

माहितीसाठी व स्वाक्षरीसाठी सादर.

मा.उपअभियंता (वि.) 10/1

मा.कार्य.अभियंता(वि.) 10.1.2019

मा.अधिक्षक अभियंता(वि.-यां.) 10/1/2019

मा.मुख्य कार्यकारी अधिकारी NMSCDCL 10.01

मा.मुख्य वित व लेखाअधिकारी. 9/1/19

मा.अति.आयुक्त. 10/1

मा.आयुक्त महोदय

10.01.19.

दि.१८/०१/२०१९

सविनय सादर,

कामाचे नांव :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

संदर्भ :- १) उपरोक्त कामासंदर्भात आयोजीत करण्यात आलेली प्री-बीड मिटींग/कन्सल्टेशन मिटींग दि.१६/०१/२०१९

२) दि.१६/०१/२०१९ चे प्री-बीड मिटींग/कन्सल्टेशन मिटींग मधील चर्चेनुसार या कामाचे प्रकल्प सल्लागार M/s.KPMG यांचे कडून दि.१८/०१/२०१९ रोजी प्राप्त झालेला अहवाल.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्पासाठीचे सल्लागार M/s.KPMG यांनी, दि.१६/०१/२०१९ रोजी आयोजीत करण्यात आलेली प्री-बीड मिटींग/कन्सल्टेशन मिटींग च्या अनुषंगाने व झालेल्या चर्चेनुसार खालील प्रमाणे मुदतवाढ दि.२८/०१/२०१९ पावेतो देणेबाबत प्रस्ताव व CORRIGENDUM सादर केले आहे. ते खालील प्रामणे –

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
1	4	4.3	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	**The scope of advertisements is hereby withdrawn from the RFP and there will be no advertisement rights with the bidders anymore.**
2	Additional clause : SPV				**SPV Formation as Per Annexure- 'A' to this corrigendum.**
3	3	3.21 Submission of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	**The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, separately, to the Tax authorities.**
4	4	4.4 CONCESSIO	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism	**The escrow account is linked with the Corporation account.**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
		NAIRE Project Structure		to enhance bankability of the project;	**Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly and baseline will be revised pro-rata for the interim period.**
5	4	4.9.1	Page 56 of 166		**Baseline calculation is based on the number of fixtures and wattages with number of working hours as 11 for 365 days and present tariff rate of MSEDCL**
6	4	4.10 Operation of Concessionaire	Page 57 of 166	Earthing: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	**Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement.Concessionaire needs to submit a detailed report of survey and design to NMC.NMC will verify and rectify the changes suggested by the concessionaire prior to handing over and take a Corrective compliance report duly seal signed by concessionaire and later on concessionaire needs to manage everything at his own cost for complete project duration.**
7	4	4.10 Operation of Concessionaire	Page 58 of 166	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to	**Scope of pole painting is withdrawn from concessionaire.**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
				paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).	
8	5	5.1	Page 67 of 166	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	**High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be <9W**
9	5	5.1	Page 67 of 166	LED chip make- CREE/OSRAM/Nichia/ seoul/ Philips Lumileds	**LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/Bridgelux**
10	7	Post-Implementation SLAs	Pg 87 of 166	Uptime SLA (Monthly) Penalty Clause Uptime >= 99.5% No Deduction Uptime < 99.5% (99.5%-Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment.	**Uptime SLA (Monthly) Penalty Clause** **Uptime >= 99% No Deduction** **Uptime < 99% (99%-Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99%-95% i.e. 4% of Quarterly Payment.** **Kindly read clause 4.11. (6), it must be read as "The complaint needs to be resolved within 72 hours of lodging of complaint." Else penalty as per SLA will be applicable.**
11	3	24.3.iii	35	The Concessionaire (The Lead Bidder in case of Consortium) must have at least 100 Human Resources as on the last date of Bid submission.	**This is to clarify that 100 human resource includes payroll/contractual staff Or any other mode of engagement deemed fit by your organization.**
12	3	24.3.i	36	Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 150.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	**Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
13	4	4.1	45	Scope of Work: Design, Finance, Supply, Installation, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 years and 9 months with Minimum Guarantee Savings of 60%	**On demand of the concessionaire the concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration**
14	4	4.9.1.1	56	Baseline Energy Determination: As a general guidance, the average annual rate of increase of power charges of MSEDCL is 8% or at actuals	**The average annual rate of increase of power charges should be 5% or at actuals, whichever is higher.**
15	2	2.2. Other Valuable Information Related to Bid	22	Performance Bank Guarantee	**The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation then BG needs to be extended accordingly.** **Moreover, the PBG for O&M needs to be submitted separately amounting to Rs. 2 Cr. which needs to be extended every year till project duration needs to be extended accordingly 1 month prior to expiry.** **The PBG renewal charges need to be borne by concessionaire.**
16	Last date for submission of bids online: **18th January 2019**				**Last date for bid submission is extended to 28th January 2019 till 05:00 PM**

Annexure-'A'

Forming an SPV

Once the LOI has been issued in favour of the selected Bidder, the selected Bidder may require to form an appropriate Special Purpose Vehicle, in form of a Company under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project.

In case the Selected Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a. The lead bidder shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV for period of 5 years

from the date of formation of SPV. The lead bidder shall hold minimum 26% of equity till the completion of project.

b. The shareholder agreement should be submitted along with roles & responsibilities of each member.

1. Terms to be included in the existing clause of consortium Agreement

a. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
b. commit the minimum equity stake to be held by each member;
c. commit that the Lead Bidder shall hold at least 51% of the paid up and subscribed equity of the SPV and the remaining shall be divided between the other Consortium Members

Note: The above intent would be amended in concession agreement and communicated with the selected bidder in due course of time.

सदर ~~[illegible]~~ निनिरा सारीकरणास उपरोक्त प्रमाणे मुदतवाढ दि.२८/०१/२०१९ पावेतो देणेबाबत व CORRIGENDUM देणेबाबत मान्यतेस्तव सादर.

उप अभियंता(विद्युत) 18/1/19

कार्यकारी अभियंता (विद्युत) 18/01/2019

अधिक्षक अभियंता (विद्युत-यांत्रिकी) 18/01/2019

मा.मुख्य कार्यकारी अधिकारी NMSCDCL
- तांत्रिक मुद्यांमधील बदलांबाबत विद्युत विभागाकडील छाननीच्या अधीन राहून. प्रस्तावित बाबीस हरकत नाही.

मा.मुख्य वित्त व लेखाधिकारी

मा.अतिरीक्त आयुक्त 18/1

मा.आयुक्त महोदय 18/1/19

चतुर्थ मुदतवाढ ० बिड प्रॉसल.

Maharashtra Tenders

Welcome : dipakvanmali@gmail.com
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Server Time
18-Jan-2019 15:43:13

Home Logout

eProcurement System Government of Maharashtra

- **Master Management**
  - Org Hierarchy Master
- **User Management**
  - My Organisation Hierarchy
  - My Accounts
- **Tender Management**
  - Create Tender / Tender List
  - Publish Tender
  - Published Tenders
  - Seek Clarifications
  - Pre-bid Meeting
  - Downloaded Tenders
  - Bids Submitted Tenders
  - Tender Status
  - Archived Tenders
  - Archived Clarification
- **Corrigendum**
  - Create Corrigendum
  - Publish Corrigendum
  - Published Corrigendum
- **Bid Opening**
  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
  - Financial Evaluation
  - Short fall Documents
  - Forfeit Tenders
  - AOC/Empanelment
  - Short Fall Documents History
- **Auction Management**
  - Tender cum Auction
  - Publish Auction
  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

TENDER MANAGEMENT

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	19-Jan-2019 03:00 PM	0

Nashik Municipal Corporation (NMC) Electrical–Mechanical Department

No.:M.N.Pa./Vidyut/WS/69 /2019

Date:18/1/2019

E-Tender Notice:16

Corrigendum-5

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership(PPP) basis for PANCity area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT)Basis.

Note: This corrigendum must be read with all the other corrigendum(s) released till date.

Last date for bid submission is extended to 28th January 2019 till 05:00 PM

Visit **https://mahatenders.gov.in** for more details.

Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

18/01/2019

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
1	4	4.3	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	**The scope of advertisements is hereby withdrawn from the RFP and there will be no advertisement rights with the bidders anymore.**
2	Additional clause : SPV				**SPV Formation as Per Annexure- 'A' to this corrigendum.**
3	3	3.21 Submission of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	**The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, separately, to the Tax authorities.**
4	4	4.4 CONCESSIONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	**The escrow account is linked with the Corporation account.** **Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly and baseline will be revised pro rata for the interim period.**
5	4	4.9.1 Baseline Energy Consumption and Energy Savings for Nashik City	Page 56 of 166		**Baseline calculation is based on the number of fixtures and wattages with number of working hours as 11 for 365 days and present tariff rate of MSEDCL**

Nashik Municipal Corporation (NMC) Electrical–Mechanical Department

No.:M.N.Pa./Vidyut/WS/69 /2019 Date:18/1/2019

E-Tender Notice:16 **Corrigendum-5**

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership(PPP) basis for PANCity area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT)Basis.

Note: This corrigendum must be read with all the other corrigendum(s) released till date.

Last date for bid submission is extended to 28th January 2019 till 05:00 PM

Visit **https://mahatenders.gov.in** for more details.

-Sd-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

Nashik Municipal Corporation (NMC) Electrical–Mechanical Department

No.:M.N.Pa./Vidyut/WS/69 /2019

Date:18/1/2019

E-Tender Notice:16

Corrigendum-5

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership(PPP) basis for PANCity area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT)Basis.

Note: This corrigendum must be read with all the other corrigendum(s) released till date.

Last date for bid submission is extended to 28th January 2019 till 05:00 PM

Visit **https://mahatenders.gov.in** for more details.

-Sd-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

७९७

दिनांक : २८/०१/२०१९

सविनयसादर,

कामाचे नाव :-नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत...(Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.)

विषय:- निविदा सादरीकाणास मुदतवाढ देणे बाबत...

सदर कामाची फेर ई-निविदा सुचना क्र.१६ (२०१८-१९) ई-टेंडर आयडी क्र.२०१८-एनएमसी -३६५३८९-१ अन्वये ऑनलाईन पध्दतीने काढलेली आहे. दै.फ्री-प्रेस, दै.सकाळ, दै.सामना व दै.प्रात:काल या वर्तमानपत्रात निविदेस जाहिर प्रसिध्दी देऊन www.mahatender.gov.in या महाराष्ट्र शासनाच्या संकेतस्थळावर ऑनलाईन प्रसिध्दीने निविदा मागविण्यात आलेल्या आहेत.

सदर कामास दिनांक १९/०१/२०१९ ते २८/०१/२०१९ पावेतो मुदतवाढ देणेत आलेली होती. परंतू मा.महाराष्ट्र शासनाची वेबसाईट www.mahatender.gov.in ही दि.२८/०१/२०१८ रोजी e-procurement portal is under maintenance असल्याने मक्तेदारांना बिड सबमीट करण्यास अडचणी निर्माण झाल्या आहेत त्याबाबत बीड धारकांनी मुदत वाढविणेबाबत विनंती केलेली आहे.

सबब मा.महाराष्ट्र शासनाची वेबसाईट under maintenance असल्याने सदर कामाच्या निविदा विक्री व सादरीकरणास दिनांक ३०/०१/२०१९ दुपारी ५:०० वाजेपावेतो मुदतवाढ देणेस व निविदा उघडण्याची दिनांक ३१/०१/२०१९ दुपारी ५:०० अशी ठेवणेस मान्यतेस्तव सादर.

मा.उपअभियंता (वि.)

मा.कार्य.अभियंता(वि.)

मा.अधिक्षक अभियंता(वि.-यां.)

मा.मुख्य कार्यकारी अधिकारी NMSCDCL

मा.अतिरीक्त आयुक्त, मनपा नाशिक

मा.आयुक्त महोदय

(979)

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
E-TENDER NOTICE NO.16 (2018-19)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention for sale and submission up to 30/01/2019 - 17:00 Hrs.
Visit **https://mahatenders.gov.in** for details.

Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

28/1/2019

(429)

दिनांक : ०१/०२/२०१९

सविनयसादर,

<u>कामाचे नाव</u> :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत... (Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.)

सदर कामाची फेर ई-निविदा सुचना क्र.१६ (२०१८-१९) ई-टेंडर आयडी क्र.२०१८-एनएमसी-३६५३८९-१ अन्वये ऑनलाईन पध्दतीने काढलेली आहे. www.mahatender.gov.in या महाराष्ट्र शासनाच्या संकेतस्थळावर ऑनलाईन प्रसिध्दीने निविदा मागविण्यात आलेल्या आहेत.

सदर कामाच्या निविदा विक्री व सादरीकरणास मुदतवाढ दि.३०/०१/२०१९ पावेतो देण्यात आली होती. निविदा सादरीकरणाच्या कालावधीमध्ये www.mahatender.gov.in हे महाराष्ट्र शासनाचे संकेतस्थळ वारंवार Under maintenance गेल्याने System Administrator ने निविदा सादरीकरणासाठी By Default Auto मुदतवाढ दि.०४/०२/२०१९ सायं.५.०० वाजे पर्यंत व निविदा उघडणेचा दिनांक ०५/०२/२०१९ सायं.५.०० असा दिला आहे.

कृपया माहितीस्तव सादर.

उपअभियंता (वि.)

कार्य.अभियंता(वि.)

मा.अधिक्षक अभियंता (वि.- यां.)

मा.मुख्य कार्यकारी अधिकारी NMSCDCL

मा.अतिरीक्त आयुक्त सो.

मा.आयुक्त महोदय

(123)

दि.०८/०२/२०१९

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) करिता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२८/०३/२०१८ ते २३/०४/२०१८)

प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०४/२०१८ ते ०८/०५/२०१८)

व्दितीय मुदतवाढ:-शुन्य निविदा प्राप्त. (दि.०९/०५/२०१८ते २३/०५/२०१८)

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा सुचना क्र.३९ प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :-शुन्य निविदा प्राप्त. (दि.२७/०६/२०१८ ते २३/०७/२०१८)

२) प्रथम मुदतवाढ :-शुन्य निविदा प्राप्त. (दि.२४/०७/२०१८ ते ०७/०८/२०१८)

३) व्दितीय मुदतवाढ:-शुन्य निविदा प्राप्त. (दि.०८/०८/२०१८ ते २३/०८/२०१८)

४) तृतीय मुदतवाढ:- एक निविदा प्राप्त. (दि.२४/०८/२०१८ ते २५/०८/२०१८)

वरील प्रमाणे नाशिक मनपा क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणेबाबत निविदा प्रक्रीया राबविणेत आली होती. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pv.Ltd. यांची एकमेव निविदा प्राप्त झाली होती. त्यांची तांत्रीक कागदपत्रे(Envelop-A) छाननी करुन दि.०३/०९/२०१८ रोजी निविदा समितीसमोर ठेवले असता ते Qualify झाल्यामुळे त्यांची (Envelop-B) Demonstration & proof of concept साठी M/s.Inspira Enterprises India Pv.Ltd. यांना खलील प्रमाणे वारंवार सुचना व E-mail देण्यात आले आहेत.

- या कार्यालयाचा E-mail दि.१५/०९/२०१८ – चार दिवसांत POC सुरु करणे बाबत.
- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.१७/०९/२०१८ रोजीचा E-mail POC दि.१५/०९/२०१८ ऐवजी दि.२४/०९/२०१८ रोजी सुरु करणे बाबत.
- कंपनीने POC दि.२४/०९/२०१८ रोजी सुरु न केल्याने या कार्यालयाचा दि.२४/०९/२०१८ रोजीचा E-mail - POC दि.२५/०९/२०१८ पासून सुरु करणे बाबत.
- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.२५/०९/२०१८ रोजीचा E-mail - रोजीचा त्यांचे पार्टनर केवळ दोन फिक्सचर्स वर POC सुरु करीत आहेत.
- वरील बाबत मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांचे कार्यालयात दि.२८/०९/२०१८ रोजी झालेल्या चर्चेअंती असे निश्चित झाले की, निविदा अटी-शर्ती मध्ये कोणताही बदल करता येणार नाही. त्यानुसार M/s.Inspira Enterprises India Pv.Ltd. यांना दि.२९/०९/२०१८ रोजीचे E-mail व्दारे तसे कळविण्यात आले.
- दरम्यानच्या काळात M/s.Inspira Enterprises India Pv.Ltd. यांनी कोणतेही POC किंवा Demonstration सुरु केले नाही. त्यामुळे या कार्यालयाचा E-mail दि.०९/१०/२०१८ अन्वये M/s.Inspira Enterprises India Pv.Ltd यांना पुन:श्च निविदा अटी-शर्ती मध्ये कोणताही बदल करता येणार नाही, तसेच दि.११/१०/२०१८ पासून POC सुरु करावे अन्यथा आपलेविरुध्द कारवाई करणेत येईल याबाबत E-mail व्दारे कळविणेत आले.

- M/s.Inspira Enterprises India Pv.Ltd. यांनी पुन्हा दि.१५/१०/२०१८ पावेतो मुदतीची E-mail व्दारे मागणी केली.
- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांचे मॅनेजर श्री.धनेश शर्मा यांचेशी व प्रकल्प सल्लागार M/s.KPMG व यांचे समवेत सविस्तर चर्चा झाली असता त्यांनी निविदा अटी-शर्ती (RFP) प्रमाणे POC देणे बाबत असमर्थता दर्शविली.
- तसेच प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल पहाता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pv.Ltd. हे Disqualify अपात्र ठरत आहेत.

त्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक होते. त्यानुसार प्रकल्पसल्लागार M/s.KPMG यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेरनिविदा प्रसिध्द करणेत आलेली आहे. त्याचा तपशील पुढील प्रमाणे –

सदर विषयाची विद्युत विभागाकडील फेर ई-निविदा सुचना क्र.१६(२०१८-१९) करिता खालील प्रमाणे प्रतिसाद प्राप्त झालेला आहे -

१) प्रथम कॉल :- शुन्य निविदा प्राप्त. (दि.२२/१०/२०१८ ते २१/११/२०१८)
२) दि.३०/१०/२०१८ च्या प्रि-बीड मिटींग प्रमाणे दि.०३/११/२०१८ रोजी प्रकल्प सल्लागार यांनी दिलेला CSD Upload केला.
३) प्रथम मुदतवाढ :- शुन्य निविदा प्राप्त. (दि.२२/११/२०१८ ते ११/१२/२०१८)
४) व्दितीय मुदतवाढ Corigendum सह:- शुन्य निविदा प्राप्त.(दि.१२/१२/२०१८ ते २८/१२/२०१८)
५) RFP मध्ये सुधारणेबाबत Corigendum प्रसिध्द दि.२४/१२/२०१८
६) तिसरी मुदतवाढ :- शुन्य निविदा प्राप्त. (दि.२९/१२/२०१८ ते ०८/०१/२०१९)
७) चौथी मुदतवाढ :- शुन्य निविदा प्राप्त. (दि.०९/०१/२०१९ ते १८/०१/२०१९)
८) व्दितीय प्री-बिड/Consultation मिटींग दि.१६/०१/२०१९
९) पाचवी मुदतवाढ Corigendum सह:-शुन्य निविदा प्राप्त. (दि.१९/०१/२०१९ ते २८/०१/२०१९)
१०) सहावी मुदतवाढ :- एक निविदा प्राप्त. (दि.२८/०१/२०१९ ते ३०/०१/२०१९)
११) ॲटो मुदतवाढ (महाटेंडर सिस्टीम अंडर मेंटेनन्स असल्याने):-(दि.०४/२/२०१९ पर्यंत) एक निविदा प्राप्त.

उपरोक्त प्रमाणे मुदतवाढींच्या कालावधीत सदर कामास एक निविदा प्राप्त झाली असून मे.टाटा प्रोजेक्ट्स लि. यांची आहे. सदर निविदेची तांत्रीक कागदपत्रे दिनांक ०५/०२/२०१९ रोजी उघडण्यात आली असून मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी M/s.KPMG Advisory Services Pvt.Ltd. यांचेकडून तपासणी करुन घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि.०८/०२/२०१९ रोजी सादर केला आहे.

सदरच्या अहवालानुसार निविदा अटीशर्तींतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र होत असल्यामुळे त्यांचे Proof of concept (POC) करावे लागेल. त्यांचे स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation करणे गरजेचे आहे.

RFP मधील Requirment व Specifications प्रमाणे Fittings व इतर साहित्याची तपासणी झाल्यानंतर व त्यात ते यशस्वी झाल्यानंतर त्यांचे Envlop-C (Financial bid Evaluation) उघडता येणे शक्य आहे.

वरील प्रमाणे चाचणी घेणे व अहवाल देणेसाठी या क्षेत्रातील तज्ञ अधिकाऱ्यांची नियुक्ती खालील प्रमाणे केलेली आहे.

(924)

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

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१) प्रकल्प अधिकारी MEDA नाशिक
२) कार्यकारी अभियंता MSEDCL नाशिक
३) Electrical-IT Expert प्रकल्प सल्लागार M/s.KPMG –Wadia Techno Services Pvt.Ltd.
४) कार्यकारी अभियंता (विद्युत) मनपा नाशिक
५) उप अभियंता (विद्युत) मनपा नाशिक

उपरोक्त प्रमाणे निविदा धारक मे.टाटा प्रोजेक्ट्स लि. हे तांत्रीक निविदेमध्ये पात्र होत असल्याने त्यांना Proof of concept (POC) करणेसाठी कळविणेस व RFP Condition (Envlop-B) प्रमाणे Proof of concept (POC) करून घेणेस मान्यतेस्तव सादर

मा.उप अभियंता(विद्युत) 8/12 / 8/12 / 7/12/2019 / 8/12

मा.कार्यकारी अभियंता(विद्युत) 8/12/2019

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 8/12/2019

मा.मुख्य कार्यकारी अधिकारी,NMSCDCL 11/12

मा.मुख्य वित्त व लेखाधिकारी

मुख्य लेखा व वित्त अधिकारी
नाशिक महानगरपालिका, नाशिक.

मा.अतिरीक्त आयुक्त सो.

मा.आयुक्त महोदय 20.12.19

नाशिक रपालिका
लेखा विभाग
आवक क्र. १४११
दिनांक- १४/०५/२०१८
स्वाक्षरी-

९२८

(९२९)

दि. २०/०२/२०१९

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पाचे आर्थीक देकार(Financial bid) उघडणे बाबत...

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

सदर कामास मे.टाटा प्रोजेक्ट्स लि. यांची निविदा प्राप्त झाली आहे. सदर निविदेची तांत्रीक कागदपत्रे दिनांक ०५/०२/२०१९ रोजी उघडण्यात आली असून मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी M/s.KPMG Advisory Services Pvt.Ltd. यांचेकडून तपासणी करुन घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि. ०८/०२/२०१९ रोजी सादर केला आहे.

सदरच्या अहवालानुसार निविदा अटीशर्तीतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र झाले आहेत. त्यामुळे Proof of concept (POC) करणेसाठी मे.टाटा प्रोजेक्ट्स लि. यांना दि.०८/०२/२०१९ रोजी पत्र देण्यात आले होते. त्यानुसार स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation करणेसाठी खालील प्रमाणे तांत्रीक समिती नियुक्त करणेत आली होती.

१) प्रकल्प अधिकारी MEDA नाशिक
२) कार्यकारी अभियंता MSEDCL नाशिक
३) Electrical-IT Expert प्रकल्प सल्लागार M/s.KPMG –Wadia Techno Services Pvt.Ltd.
४) कार्यकारी अभियंता (विद्युत) मनपा नाशिक
५) सर्व उप अभियंता (विद्युत) मनपा नाशिक

उपरोक्त समितीने प्रत्यक्ष दि.११/०२/२०१९ ते १८/०२/२०१९ पावेतो स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation केले असून त्यात मे.टाटा प्रोजक्टस् हे यशस्वी झाले आहेत व तसा तांत्रीक समितीचा अहवाल प्राप्त झाला आहे. समितीचे गुणवत्ता चाचणप्रमाणे अहवालातील मुख्य बाबी खालीलप्रमाणे आहेत.

अ. क्र.	फिटींगचा प्रकार	POC साठी आवश्यक संख्या	प्रत्यक्ष वापरण्यात आलेली संख्या	ठिकाण	तांत्रीक पुर्तता अहवाल
१	३० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.१	पुर्तता केली
२	४० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.२	पुर्तता केली
३	५५ वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर मुख्य रस्ता	पुर्तता केली
४	८५ वॅट एलईडी फिटींग	३ नग	३ नग	डॉन बॉस्को रोड	पुर्तता केली
५	११० वॅट एलईडी फिटींग	६ नग	६ नग	कॉलेज रोड	पुर्तता केली
६	२१० वॅट एलईडी फिटींग	६ नग	६ नग	गंगापूर रोड	पुर्तता केली
७	स्मार्ट पॅनल	१ नग	१ नग	कृषी नगर	पुर्तता केली

उपरोक्त प्रमाणे मे.टाटा प्रोजेक्टस् यांनी POC साठी आवश्यक तांत्रीक बाबींची पुर्तता केलेली आहे व त्याचा NLC(National lighting code) प्रमाणे पुर्तता होत असून समिती समोर त्याबाबतची तपासणी झाली आहे.

(930)

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्पाचे आर्थीक देकार(Financial bid) उघडणे बाबत...

वरील सर्व बाबींचा विचार करून Proof of concept (POC) बाबतचा अहवाल RFP Condition नुसार पुर्तता करत असल्याने मे. टाटा प्रोजेक्टस् यांचे आर्थीक देकार Envlop-C (Financial bid Evaluation) उघडणेस मान्यता मिळणेस्तव सादर.

मा.उप अभियंता(विद्युत) 20/2/2019 / 20/2/2019 / 20/2/2019

मा.कार्यकारी अभियंता(विद्युत) 20/2/2019

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 20/2/2019

मा.मुख्य वित्त व लेखाधिकारी

मा.मुख्य कार्यकारी अधिकारी,NMSCDCL 20/02/19

मा.अतिरीक्त आयुक्त सा. 20/2

मा.आयुक्त महोदय 20.2.19

(937)

TATA



8.3. Annexure III: Financial Proposal Template

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. NMC/ELED/16/2017-18 dated 22/10/2018 for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Subject: Financial Proposal

Dear Sir,

We hereby offer to Implementation, Operation and Maintenance of Smart LED Street Lights in Nashik at locations mentioned in this RFP for 7 Years 9 months of period mentioned in the RFP, as per terms and conditions as described in this RFP.

Table- 1 S no.	**Particulars**	**Bid Quote**
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of 60 % (In percentage)*	60 %
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	5 %
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**Rs 8,36,885 /-**
Note		
Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving. Details of Energy saving from individual pillar will be amicably decided as follows. 1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification. 2) If actual energy saving percentage found above than committed		

(Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee) 4) The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities. 5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"

Buyback Offer for existing Sodium Light Fixtures mounted on pole

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B
1	70 W	28056	300	8416800
2	150 W	28731	350	10055850
3	250 W	8841	400	3536400
4	400 W	1817	450	817650
5	T5 96W	8010	150	1201500
Total				**24028200**

Buyback Offer for existing LED Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B
1	45 W	3522	560	1972320
2	60 W	9481	560	5309360
3	90 W	2976	672	1999872
4	120 W	580	672	389760
Total				**9671312**

***Note**: Buy back offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the buy-back amount.*

Capex Cost of Smart LED Light Fixtures and Annual O&M cost per fixture with warranty period.

Sr. No.	Type of Smart LED Light Fixtures	Cost per fixture (In Rs.) (inclusive of all taxes)	Annual Operation and maintenance Cost (in Rs.) (inclusive of all taxes)	Warranty Period per fixture
1	45 W ± 5%	4650	767	7 Years
2	60 W ± 5%	5555	767	7 Years
3	90 W ± 5%	8420	826	7 Years
4	120 W ± 5%	10150	826	7 Years
5	210 W ± 5%	14250	855	7 Years

***Note**: Capex and O&M per fixture offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the Capex and O&M per fixture amount. This offer will be for installation smart LED after the implementation of 92014 Fixtures, if NMC required more Smart LED for installation.*

Yours faithfully,



Name: Gautam Balakrishnan
Designation: Vice-President - Smart Cities
Address: Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076
Date: 30 / 01 / 2019



दि.२१/०२/२०१९

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दि.१५/०९/२०१७ रोजीचे पत्र,
मा.महाराष्ट्र शासन उर्जा संवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.
३७८/उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.
२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) करिता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

प्रथम कॉल :- दि.२८/०३/२०१८ ते २३/०४/२०१८ शुन्य निविदा प्राप्त.

प्रथम मुदतवाढ :- दि.२४/०४/२०१८ ते ०८/०५/२०१८ शुन्य निविदा प्राप्त.

व्दितीय मुदतवाढ:- दि.०९/०५/२०१८ते २३/०५/२०१८ शुन्य निविदा प्राप्त.

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा सुचना क्र.३९ प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :- दि.२७/०६/२०१८ ते २३/०७/२०१८ शुन्य निविदा प्राप्त.

२) प्रथम मुदतवाढ :- दि.२४/०७/२०१८ ते ०७/०८/२०१८ शुन्य निविदा प्राप्त

३) व्दितीय मुदतवाढ:- दि.०८/०८/२०१८ ते २३/०८/२०१८ शुन्य निविदा प्राप्त.

४) तृतीय मुदतवाढ:- दि.२४/०८/२०१८ ते २५/०८/२०१८ एक निविदा प्राप्त.

वरील प्रमाणे नाशिक मनपा क्षेत्रात स्ट्रीट लाईट प्रकल्प राबविणेबाबत निविदा प्रक्रीया राबविणेत आली होती. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pv.Ltd. यांची एकमेव निविदा प्राप्त झाली होती. त्यांची तांत्रीक कागदपत्रे(Envelop-A) छाननी करुन दि.०३/०९/२०१८ रोजी निविदा समिती समोर ठेवले असता ते Qualify झाल्यामुळे त्यांची (Envelop-B) Demonstration & proof of concept (POC) दि.१५/०९/२०१८ पासून सुरु करावे यासाठी M/s.Inspira Enterprises India Pvt.Ltd. यांना ईमेल व्दारे कळविण्यात आले.

- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.१७/०९/२०१८ रोजीचा E-mail POC दि.१५/०९/२०१८ ऐवजी दि.२४/०९/२०१८ रोजी सुरु करणे बाबत.
- कंपनीने POC दि.२४/०९/२०१८ रोजी सुरु न केल्याने पुन्हा त्यांना स्मरणपत्र देण्यात आले.
- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.२५/०९/२०१८ रोजीचा E-mail - रोजीचा त्यांचे पार्टनर केवळ दोन फिक्सचर्स वर POC सुरु करीत आहेत.

वरील बाबत मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांचे कार्यालयात दि. २८/०९/२०१८ रोजी झालेल्या चर्चेअंती असे निश्चित झाले की, निविदा अटी-शर्ती मध्ये कोणताही बदल करता येणार नाही. त्यानुसार M/s.Inspira Enterprises India Pv.Ltd. यांना दि.२९/०९/२०१८ रोजीचे E-mail व्दारे तसे कळविण्यात आले.

- दरम्यानच्या काळात M/s.Inspira Enterprises India Pv.Ltd. यांनी कोणतेही POC किंवा Demonstration सुरु केले नाही. त्यामुळे या कार्यालयाचा E-mail दि. ०९/१०/२०१८ अन्वये M/s.Inspira Enterprises India Pv.Ltd यांना पुन:श्च निविदा अटी-शर्ती मध्ये कोणताही बदल करता येणार नाही, तसेच दि.११/१०/२०१८ पासून POC सुरु करावे अन्यथा आपलेविरुध्द कारवाई करणेत येईल याबाबत E-mail व्दारे कळविणेत आले.
- M/s.Inspira Enterprises India Pv.Ltd. यांनी पुन्हा दि.१५/१०/२०१८ पावेतो मुदतीची E-mail व्दारे मागणी केली.
- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांचे मॅनेजर यांनी निविदा अटी-शर्ती (RFP) प्रमाणे POC देणे बाबत असमर्थता दर्शविली.
- तसेच प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल पहाता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pv.Ltd. हे Disqualify अपात्र ठरत आहेत.

त्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक होते. त्यानुसार प्रकल्प सल्लागार यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेरनिविदा प्रसिध्द करणेत आलेली आहे. त्याचा तपशील पुढील प्रमाणे –

सदर विषयाची विभागाकडील फेर ई-निविदा सुचना क्र.१६(२०१८-१९) अन्वये दि. २२/१०/२०१८ रोजी फेरनिविदा काढण्यात आली. त्याची माहिती खालील प्रमाणे-

१) दि.३०/१०/२०१८ च्या प्रि-बीड मिटींग मध्ये आलेल्या मुदयाचा खुलासा व स्पष्टीकरण CSD तयार करुन प्रमाणे दि.०३/११/२०१८ रोजी प्रसिध्द केला.

२) प्रथम मुदतवाढ :- दि.२२/११/२०१८ ते ११/१२/२०१८ - शुन्य निविदा प्राप्त.

३) व्दितीय मुदतवाढ Corigendum क्र.१ सह:- दि.१२/१२/२०१८ ते २८/१२/२०१८ - शुन्य निविदा प्राप्त.

४) RFP मध्ये सुधारणेबाबत Corigendum क्र.२ प्रसिध्द दि.२४/१२/२०१८

५) तिसरी मुदतवाढ :- दि.२९/१२/२०१८ ते ०८/०१/२०१९ - शुन्य निविदा प्राप्त.

६) चौथी मुदतवाढ :- दि.०९/०१/२०१९ ते १८/०१/२०१९ - शुन्य निविदा प्राप्त.

७) पाचवी मुदतवाढ Corigendum सह:- दि.१९/०१/२०१९ ते २८/०१/२०१९ - शुन्य निविदा प्राप्त.

उपरोक्त पांच वेळा मुदतवाढ देऊनही प्रतिसाद मिळत नसल्याने मा.आयुक्त सो. यांचे सुचनेनुसार दुसरी प्री-बिड मिटींग घेण्याचे ठरले व त्यानुसार (दि.१६/०१/२०१९) मिटींग घेण्यात आली. प्री-बिड मिटींग मध्ये आलेल्या सुचनांनुसार त्याची उत्तरे व खुलासा Corigendum क्र.३ व्दारे प्रसिध्द केला व २८/०१/२०१९ रोजी पाचवी मुदतवाढ दिली.

८) सहावी मुदतवाढ :- दि.२८/०१/२०१९ ते ३०/०१/२०१९ – एक निविदा प्राप्त.

९) ॲटो मुदतवाढ (महाटेंडर सिस्टीम अंडर मेंटेनन्स असल्याने) :- दि.०४/२/२०१९ पर्यंत एक निविदा प्राप्त.

वरील प्रमाणे अनेक वेळा मुदतवाढी देण्यात आलेल्या आहेत. तसेच कामास मुदतवाढ देऊनही अल्प प्रतिसाद बघुन मुदतवाढ / फेरनिविदा प्रसिध्द करताना व RFP मध्ये सुधारणा निविदा समितीच्या मान्यतेने सादर केल्या आहेत. सदर निविदा समिती मध्ये मा.अधिक्षक अभियंता (वि-यां.), मुख्य कार्यकारी अधिकारी स्मार्ट सिटी कं.लि.नाशिक, मा.मुख्य वित्त व लेखाधिकारी मनपा नाशिक, मा.अतिरीक्त आयुक्त, यांचा समावेश आहे.

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

उपरोक्त प्रमाणे मुदतवाढीच्या कालावधीत ऑनलाईन निविदा प्रक्रीयेत एक निविदा प्राप्त झाली असून ती मे.टाटा प्रोजेक्ट्स लि. यांची आहे. सदर निविदेची तांत्रीक कागदपत्रे दिनांक ०५/०२/२०१९ रोजी उघडण्यात आली असून मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी यांचेकडून तपासणी करुन घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि.०८/०२/२०१९ रोजी सादर केला आहे.

सदरच्या अहवालानुसार निविदा अटीशर्तींतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र होत असल्यामुळे निविदा समितीची मान्यता घेऊन मे. टाटा प्रोजेक्ट्स लि. यांना Proof of concept (POC) साठी दि.०८/०२/२०१९ रोजी कळविणेत आले.

Proof of concept (POC) साठी मा.आयुक्त सो. यांनी दि.१५/०९/२०१८ अन्वये खालील प्रमाणे तांत्रीक समिती गठीत केली आहे.

१) प्रकल्प अधिकारी MEDA नाशिक
२) कार्यकारी अभियंता MSEDCL नाशिक
३) Electrical-IT Expert प्रकल्प सल्लागार
४) कार्यकारी अभियंता (विद्युत) मनपा नाशिक
५) उप अभियंता (विद्युत) मनपा नाशिक

उपरोक्त समितीने प्रत्यक्ष दि.११/०२/२०१९ ते १८/०२/२०१९ पावेतो स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation केले असून त्यात मे.टाटा प्रोजक्टस् हे यशस्वी झाले आहेत व तसा तांत्रीक समितीचा अहवाल प्राप्त झाला आहे. समितीचे गुणवत्ता चाचणप्रमाणे अहवालातील मुख्य बाबी खालीलप्रमाणे आहेत.

अ. क्र.	फिटींगचा प्रकार	POC साठी आवश्यक संख्या	प्रत्यक्ष वापरण्यात आलेली संख्या	ठिकाण	तांत्रीक पुर्तता अहवाल
१	३० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.१	पुर्तता केली
२	४० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.२	पुर्तता केली
३	५५ वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर मुख्य रस्ता	पुर्तता केली
४	८५ वॅट एलईडी फिटींग	३ नग	३ नग	डॉन बॉस्को रोड	पुर्तता केली
५	११० वॅट एलईडी फिटींग	६ नग	६ नग	कॉलेज रोड	पुर्तता केली
६	२१० वॅट एलईडी फिटींग	६ नग	६ नग	गंगापूर रोड	पुर्तता केली
७	स्मार्ट पॅनल	१ नग	१ नग	कृषी नगर	पुर्तता केली

उपरोक्त प्रमाणे मे.टाटा प्रोजक्टस् यांनी POC साठी आवश्यक तांत्रीक बाबींची पुर्तता केलेली आहे व त्याचा सकारात्मक अहवाल प्रकल्प सल्लागार यांनी सादर केला आहे.

Proof of concept (POC) बाबतचा अहवाल RFP Condition नुसार पुर्तता करत असल्याने निविदा समितीची मान्यता घेऊन मे.टाटा प्रोजेक्टस् यांचा आर्थीक देकार Envlop-C (Financial bid) दि१०/ ०२/२०१९ रोजी उघडणेत आला. त्यामध्ये मे.टाटा प्रोजक्टस् यांनी Commited Energy saving ६०%(साठ टक्के) इतके सादर केलेले आहेत. तसेच मनपा साठी Commited Percentage share ५% (पाच टक्के) इतका सादर केलेला आहे.

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

मे.टाटा प्रोजेक्टस् यांना दि.२१/०२/२०१९ रोजी मनपाचा हिस्सा वाढविणे बाबत विचारण करण्यात आली. त्यास त्यांनी दि.२२/०२/२०१९ रोजी Committed Energy saving ६०% इतके व मनपाचा Commited Percentage share ५% इतके बरोबर असले बाबत व त्यामध्ये वाढ करता येणार नसले बाबत कळवीले आहे.

सदर प्रकल्पाची निविदा अटी-शर्तींनुसार ठळक वैशिष्टये खालील प्रमाणे:-

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जाणार आहेत.
- सदर प्रकल्पात मनपास कोणतीही आर्थीक गुंतवणूक करावी लागणार नाही.
- सदर प्रकल्पात पुढील किमान सात वर्ष पथदिप देखभाल दुरुस्ती कंपनी/ Concessionaire यांचे मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांसाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात २० स्मार्ट पोल येणार आहेत.त्यावर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हारमेंटल सेंन्सर्स बसविण्यात येणार आहेत.
- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरु, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.
- सदर प्रकल्पाकरीता स्मार्ट सिटी अंतर्गत उभारण्यात येणाऱ्या मध्यवर्ती कमांड कंट्रोल सेंटर मध्ये संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling होणार आहे.
- सदर प्रकल्पासाठी ESCRO Account उघडणेत येणार आहे. त्यात मनपा पथदिपांचे बेस लाईन प्रमाणे सरासरी मासीक वीजबिलाची रक्कम भरणा करण्यात येणार आहे. त्यातून पथदिपांचे मासीक वीजबिल मरावि वितरण कंपनीस अदा होईल व बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले नंतर उर्वरीत रक्कम Concessionaire यांना मिळणार आहे.
- सदर प्रकल्प राबविताना Concessionaire Inspection report नुसार आवश्यकते प्रमाणे पोल, केबल, बॉक्स, अर्थींग इत्यादी अनुषंगीक कामे मनपास करुन दयावी लागणार आहेत.
- सदर प्रकल्पासाठी Concessionaire यांना SPV (Special purpose vehicle) स्थापन करता येणार आहे. त्यामध्ये मुख्य Concessionaire कंपनीचे किमान ५१% भाग भांडवल असणेची अट आहे.
- निविदा भरताना Concessionaire यांनी कमीत कमी वीजबचत कमीत कमी ५५% देणे व बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पात प्रत्येक सहा महिन्यांनी शासकीय अभियांत्रिकी महाविदयालय, तंत्रनिकेतन, मेडा, शासनमान्य एनर्जी ऑडीटर किंवा एआयसीटीई ॲप्रुव्हड अभियांत्रीकी महाविद्यालय यांपैकी एका संस्थेकडून एनर्जी ऑडीट करणेत येणार आहे.
- प्रस्तावीत साधारण ९२०१४ फिटींग्ज् लावले नंतर अतिरिक्त नव्याने लावावयाच्या स्मार्ट लाईट्स साठी Concessionaire यांनी सादर केलेल्या दराप्रमाणे फिटींग्ज घेणेत येतील, त्याचे दर खालीलप्रमाणे.

Sr.No.	Type of smart LED light fixture	Cost per fixture (in Rs.) (Inclusive of all taxes)	Annual operation & maintenance cost (in Rs.) (Inclusive of all taxes)	Warrenty period per fixture
1	45 W ± 5%	4650	767	7 years
2	60 W ± 5%	5555	767	7 years
3	90 W ± 5%	8420	826	7 years
4	120 W ± 5%	10150	826	7 years
5	210 W ± 5%	14250	855	7 years

(१३९)

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे...

- तसेच अस्तीत्वातील पोलवर असलेल्या सर्व प्रकारच्या फिटींग्ज Concessionaire ने खालील दराप्रमाणे परत घेण्याची तयारी दर्शविली आहे.

Sr.No.	Type of sodium light fixtures	Quantity (A)	Unit Amt. (Rs.) (B) (Inclusive of all taxes)	Total Amt. (Rs.) (Inclusive of all taxes) C = A * B
1	70 Watt	28056	300	8416800
2	150 Watt	28731	350	10055850
3	250 Watt	8841	400	3536400
4	400 Watt	1817	450	817650
5	T-5 96 Watt	8010	150	1201500
			Total :	24028200

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Sr.No.	Type of LED light fixtures	Quantity(A)	Unit Amt. (Rs.) (B) (Inclusive of all taxes)	Total Amt. (Rs.) (Inclusive of all taxes) C = A * B
1	45 Watt	3522	560	1972320
2	60 Watt	9481	560	5309360
3	90 Watt	2976	672	1999872
4	120 Watt	580	672	389760
			Total :	9671312

तसेच सदरचा प्रकल्प PPP तत्वावर असल्यामुळे प्रकल्पाचे Concessionaire मे.टाटा प्रोजक्ट्स यांनी LOA / कार्यादेशाच्या दिनांकापासून १५ दिवसांचे आंत PBG (Performance bank guarantee) पुर्तता करणे बाबत केलेल्या विनंती नुसार व मनपास प्रकल्पाची निकड लक्षात घेता, मा.स्थायी समितीची मान्यता मिळाले नंतर

कामाचा आदेश देऊन निविदा अटी-शर्तीप्रमाणे परफॉरमन्स बँक गॅरंटी (PBG) भरुन करारनामा करणेससाठी १५ दिवसांची मुदत देणेत येईल.

वरील बाबी विचारात घेऊन नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणेसाठी करारनामा करणेस मान्यता मिळणेस विनंती. सोबत त्याबाबचे मा.स्थायी समितीच्या मान्यतेसाठी तयार केलेले डॉकेट सादर केले आहे. मान्य झालेस त्यावर स्वाक्षरी होणेस विनंती.

'क'

मा.उप अभियंता(विद्युत)

मा.कार्यकारी अभियंता(विद्युत)

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 22/02/2019

NMSCDCL व नाशिक महानगर पालिका संयुक्त प्रकल्प असुन PPP तत्वावर करारनामा करणेचा हरकत नाही

मा.मुख्य कार्यकारी अधिकारी,NMSCDCL

मुख्य लेखा व वित्त अधिकारी
नाशिक महानगरपालिका, नाशिक.

मा.मुख्य वित्त व लेखाधिकारी

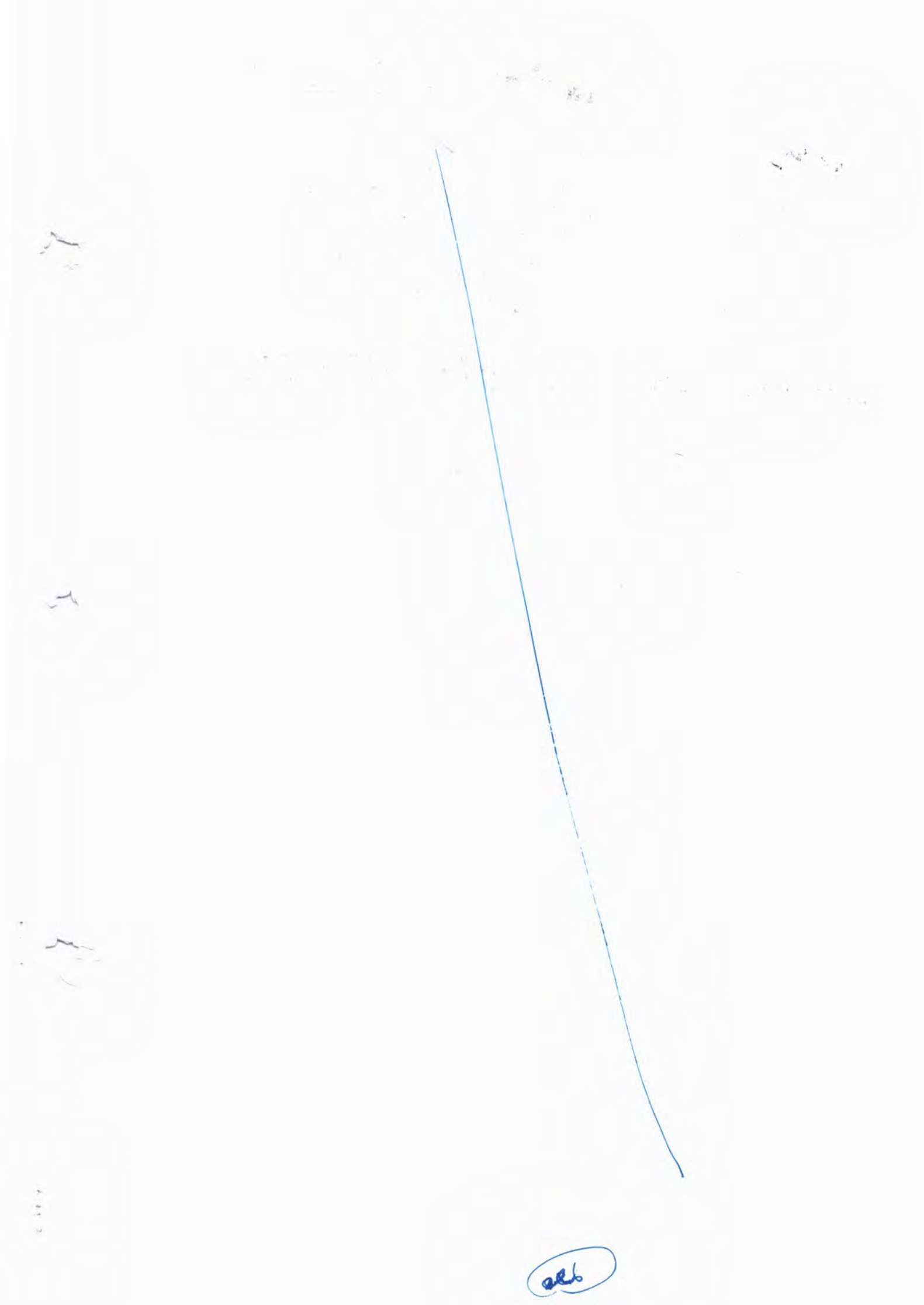
विभागाने प्रस्तावित केल्यानुसार 'अ' व 'क' विचारात घेता मा. स्थायी समितीच्या मान्यतेस सादर.

मा.अतिरीक्त आयुक्त सो. -विभागाच्या पृष्ठ-९३७ ते ९३९ वरील तांत्रिक अभिप्रायानुसार सविदा बाबतच्या कार्यवाहीस्तव मा. स्थायी समितीस सादर करणेस हरकत नाही.

आले.

मा.आयुक्त महोदय

मा. आयुक्त सहेदय -



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दि.०५/०३/२०१९

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

संदर्भ:-१) महाराष्ट्र शासन उर्जा संवर्धन धोरण - २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत संदर्भ क्र.२ व ३ अन्वये मान्यता प्राप्त झालेली आहे.

सदरचा प्रकल्प नाशिक मनपा व नाशिक मनपा स्मार्ट सिटी कं.लि. यांच्या संयुक्त विद्यमाने राबविणेत येत आहे. सदरच्या प्रकल्पाची स्मार्ट सिटी कं. चे प्रकल्प सल्लागार मे. M/s.KPMG यांनी प्रकल्प अहवाल तयार करून सादर केलेला आहे. त्यामध्ये वेळोवेळी BEC (Bid Evaluation Commitee) च्या अनुमतीने सुधारणा प्रस्तावीत केलेल्या आहेत.

सदरच्या प्रकल्प अहवालाप्रमाणे मक्तेदार मे.टाटा प्रोजेक्टस् लि. यांचेशी करारनामा करावयाचा आहे. तरी सदरच्या करारनाम्यामध्ये भविष्यात काही कायदेशीर अडचणी येऊ नयेत म्हणून सदरचा प्रकल्प अहवाल/करारनामा मनपाच्या विधी विभाग- विधी सल्लागार यांचे कडून तपासून घेणे योग्य वाटते तरी सदरच्या प्रकल्पा बाबत मनपा विधी विभाग - विधी सल्लागार यांचा अभिप्राय मिळणेस प्रस्ताव विधी विभागाकडे अग्रेषीत होणेस मान्यतेस सादर.

मा.उप अभियंता(विद्युत) 5/3

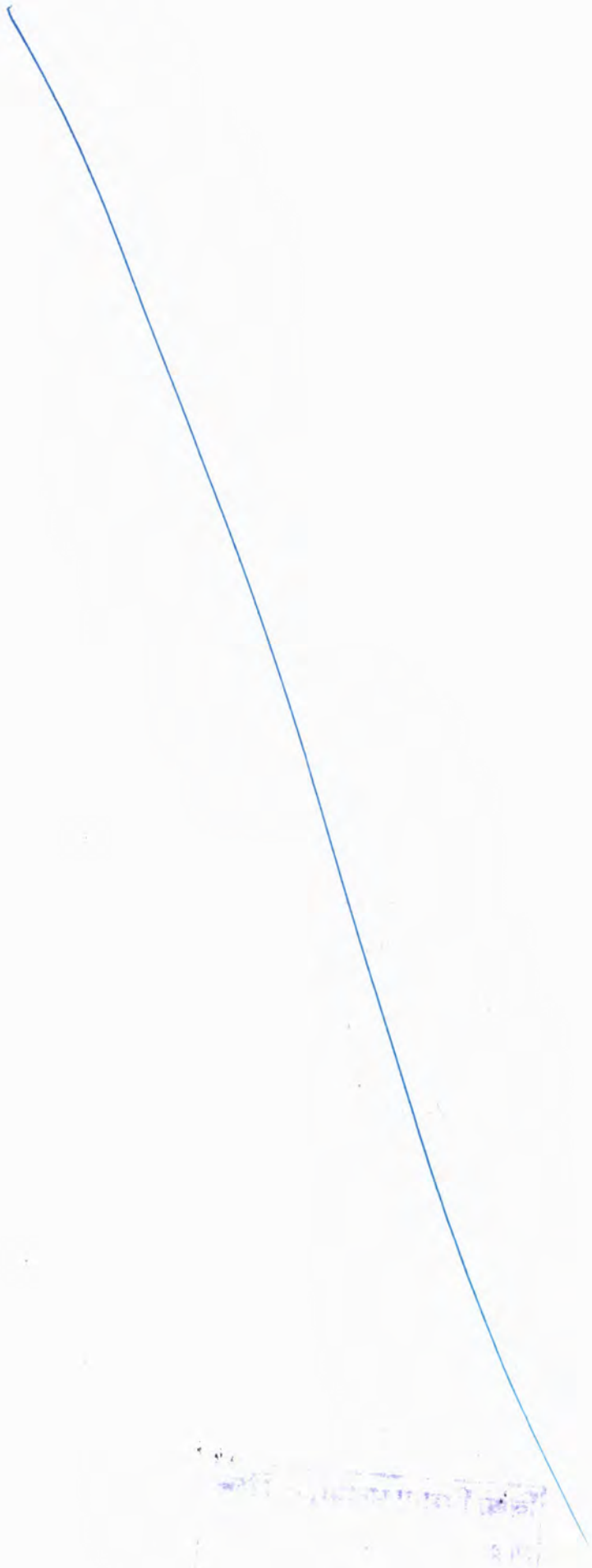
मा.कार्यकारी अभियंता(विद्युत) 5/3/2019

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 5/3/19

मा. अति. आयुक्त सो.-श्री व्ही व्ही पाखरे कायदे सल्लागार विधी विभाग 5/3

ना.म.न.पा. विद्युत
आवक नं. RG1385
दिनांक:- 05/03/19

विधी विभाग मनपा, नाशिक
आ.क्र. 30 दिनांक 05/03/2019
जा.क्र. ..... दिनांक .....



(१४३)

दि.०६/०३/२०१९

सविनय सादर,

विषय:-नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

संदर्भ:-१) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९.

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of sharing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis sharing

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणेस मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ अन्वये Concessionaire मे.टाटा प्रोजेक्ट्स लि. अथवा त्यांचे SPV यांचेशी करारनामा करणेस मान्यता मिळाली आहे. सदर ठराव दि.०६/०३/२०१९ रोजी विभागाला प्राप्त झाला आहे. मा.स्थायी समिती ठरावात नमूद केलेनुसार या प्रकल्पाचे Concessionaire मे.टाटा प्रोजेक्ट्स लि. यांनी निविदा अटी-शर्तींनुसार कार्यादेशाच्या दिनांका पासून १५ दिवसांचे आंत PBG (Performance bank guarantee) पुर्तता करणे व करारनामा करणेच्या अटीवर कार्यादेश देणेस मान्यता प्राप्त आहे. उपरोक्त नुसार मान्यता मिळाल्यास कार्यकारी अभियंता (विद्युत) यांचे मार्फत कार्यादेश देण्याची कार्यवाही करणेत येईल.

सबब सोबतच्या ड्राफ्ट नुसार Concessionaire मे.टाटा प्रोजेक्ट्स लि. यांना वरील प्रमाणे अटी-शर्तींची पुर्तता करणेच्या अधीन राहून कार्यादेश (Work order) देणेस मान्यता मिळणेस प्रस्ताव सादर.

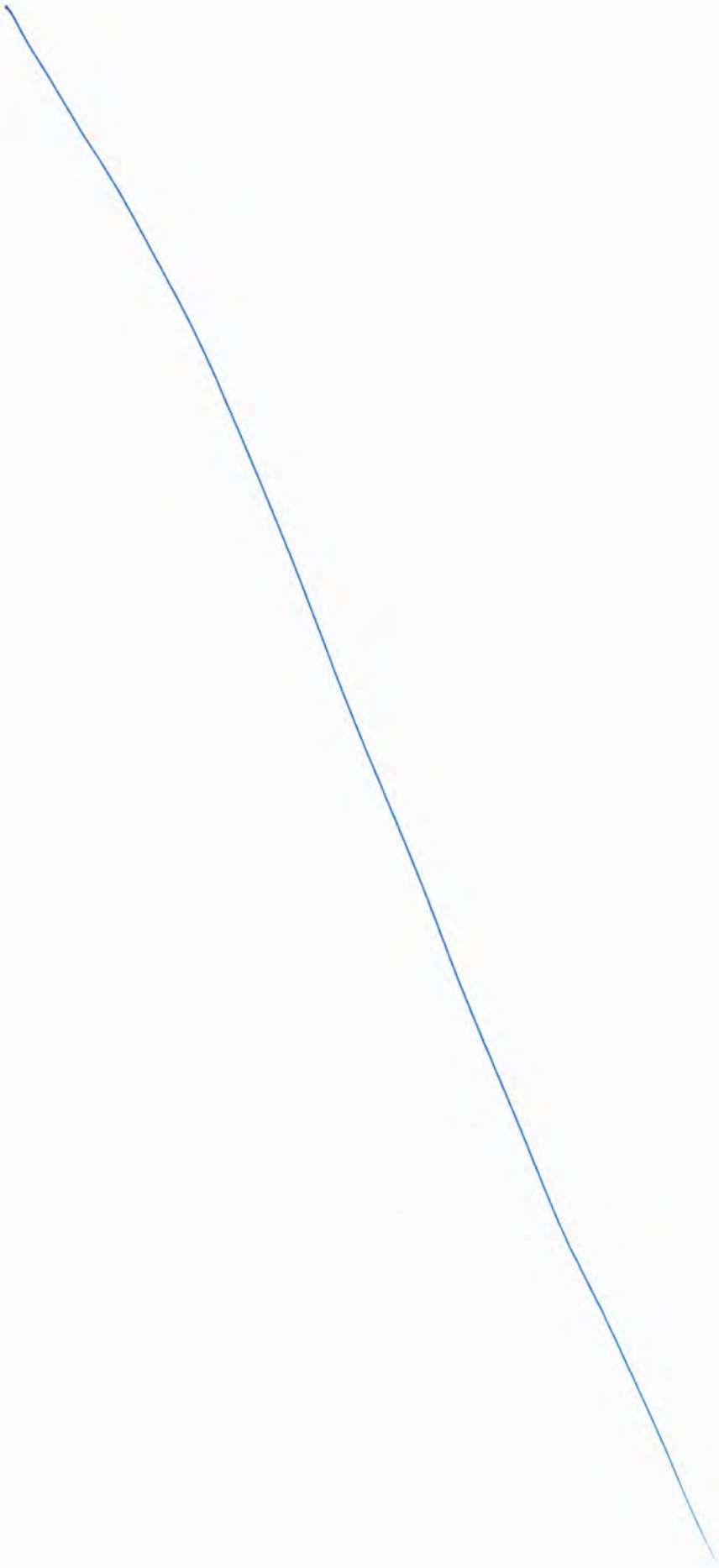
मा.उप अभियंता(विद्युत) 6/3

मा.कार्यकारी अभियंता(विद्युत) 6/3/2019

मा.अधिक्षक अभियंता(वि-यां.) 6/3/2019

मा.अतिरीक्त आयुक्त सो. 6/3

मा.आयुक्त सहोदय 06/03/19



१२४

दि.१२/०६/२०१९

सविनय सादर,

विषय:-नाशिक मनपा क्षेत्रात PPPतत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत करारनामा करणे व कार्यादेश देणेस मान्यता मिळणे बाबत.

संदर्भ:- १) मा.महाराष्ट्र शासन उर्जा संवर्धन धोरण अपाऊ/२०१५/क्र.क.३७८/ उर्जा ७/धोरण/२०१७ दि.२२/०४/२०१७.

२) मा.महासभा ठराव क्र.१३८० दि.०६/१०/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) मनपाचेLetter Of Award पत्र जा.क्र.मनपा/विद्युत/२३४/२०१९ दि.०६/०३/२०१९.

५) मे.टाटा प्रोजेक्ट्स लि. यांनी दि.०४/०४/२०१९ रोजीसादरकेलेली Bank guarantee for performance security.

मा.महाराष्ट्र शासन उर्जा संवर्धन धोरण अपाऊ/२०१५/प्र.क्र.३७८/उर्जा ७/धोरण/२०१७ दि.२२/०४/२०१७ प्रमाणे उर्जा बचत करणेसाठी नाशिक मनपा क्षेत्रात पथदिव्यांच्या वापरल्या जाणाऱ्या उर्जेत/वीज वापरात बचत साध्य करणेसाठी प्रस्ताव मनपाने उपरोक्त संदर्भ २ प्रमाणे मा.मनपा महासभेची मान्यता प्राप्त केलेली आहे. त्याप्रमाणे नाशिक मनपा क्षेत्रात PPPतत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे साठी ई-निविदा प्रक्रीया राबविणेत आलेली होती. सदरची सुधारीत ई-निविदा दि.२२/१०/२०१८ रोजी प्रसिध्द करणेत आलेली होती. तदनंतर सदरची विहीत प्रक्रीया पुर्ण करून त्याअंती या प्रक्रल्पासाठी Concessionaire मे.टाटा प्रोजेक्ट्स ल्युमीनियर लि. हे निश्चीत करणेत आले आहेत.त्याला मा.मनपाच्या मा.स्थायी समितीने संदर्भ क्र.३ प्रमाणे करारनामा करणे मान्यता दिलेली आहे. तदनंतर मनपा प्रशासनाने संदर्भ क्र.४ प्रमाणे Concessionaire मे.टाटा प्रोजेक्ट्स ल्युमीनियर लि. यांना लेटर ऑफ ॲवॉर्ड दि.०६/०३/२०१९ अन्वये दिलेले आहे.दि.०८/०३/२०१९ प्रमाणे लोकसभा सर्वत्रीक निवडणूक कार्यक्रम घोषीत झाल्यानंतर त्याबाबतचा करारनामा करणे व कार्यादेश देणे इत्यादी बाबत मनपा प्रशासनाने कोणतीही कार्यवाही केलेली नाही. नाशिक लोकसभा मतदार संघात दि.२९/०४/२०१९ रोजी निवडणूक पार पडलेली आहे.

नाशिक मनपा क्षेत्रात PPPतत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे या कामात मनपाची कोणतीही भांडवली गुंतवणूक नाही.

दरम्यान मे.टाटा प्रोजेक्ट्स ल्युमीनियर लि. यांनी र.रू.८,२५,००,०००/- (अक्षरी र.रु.आठ कोटी पंचवीस लक्ष मात्र)ची भारतीय स्टेट बँकेची Bank guarantee for performance securityदि.०४/०४/२०१९ च्या पत्रासमवेत सादर केलेली आहे.

शहराच्या पथदिव्यांच्या वीज वापरात उर्जाबचत लवकरात लवकर साध्य करण्यासाठी नाशिक मनपा मनपा क्षेत्रात PPPतत्वावर स्मार्टलाईटिंग प्रकल्प राबविणे या प्रकल्पाचे प्रकल्प सल्लागार मे.K.P.M.G. यांनी सुचविलेल्या व वेळोवेळी निविदा समितीने मान्यता दिलेल्या Corrigendum नुसार मे.K.P.M.G.

यांनी खालील प्रमाणे Changes track sheet तसेच कामाचा करारनामा व ESCROW account करारनाम्याचा प्रारूप Draft सादर केला आहे, त्याचे अवलोकन होऊन मान्यता मिळणेस विनंती.

Response to changes requested by Vendor in draft Escrow agreement

S. No	Original Clause as per RfP	Request from TPL for rephrasing the clause	Whether change was accepted or non-accepted	Revised clause	Justification
1	3.3.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with: a. All money received in relation to the Project from banks, insurance claims and shareholders; b. All Fee and any other revenues from or in respect of the Project, including the proceeds of insurance claims; and c. Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project d. The Concessionaire has to deposit monthly revenue generated ``````by advertisement to escrow account at the start of the month as per the financial bid submitted will be credited to NMC.	We request NMC to delete the Clause 3.3.1. Reason being the equity and debt percentage brought in by the concessionaire and lenders are not the part of the Escrow agreement between NMC, TPL and the banker. Further there is no revenue in relation to the insurance claim which will be deposited in the escrow account Hence the clause 3.3.1 (a, b, c) are required to be deleted.	Partially accepted	3.3.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with: a. All money received in relation to the Project from banks, insurance claims and shareholders; b. All Fee and any other revenues from or in respect of the Project, including the proceeds of insurance claims; and c. Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project d	(a) From the perusal of the RFP and the corrigendum(s) thereto, we note that the advertisement revenue is removed from the scope of the Concessionaire and that revenue deposit *vis-à-vis* such advertisement is not anticipated any further. Therefore, the references to such revenue proceeds arising out of the advertisement revenue may accordingly be deleted from the escrow mechanism under the present Escrow Agreement and hence clause 3.1.1.(d)

					of the draft escrow agreement is required to be deleted
2	3.2 Deposits by the Authority The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with: After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100-guaranteed saving quoted by bidder))	Request NMC to open an escrow as per clause 4.2 (b) of the ESPC. As per the discussion, NMC to call for quotations and confirm for interest rates to TPL.	Partially accepted, but no change in original clause		The Escrow Account may be opened within 1 (one) month from the date of signing the Contract. However, the deposit into Escrow Account shall be made as per the clause 3.2 of the draft Escrow Agreement as provided in the RFP.
3	4.1.1 At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):	4.1.1 Within seven days of every calendar month during the Concession Period, the Concessionaire shall raise three sets of invoices out of which one set will be submitted to NMC and one will be submitted to the Escrow Bank and one set shall be retained by the Concessionaire. In the event the Escrow Bank does not receive any objection from NMC on the invoice submitted, within ten days of its receipt of	Accepted	4.1.1 Within seven days of every calendar month during the Concession Period, the Concessionaire shall raise three sets of invoices out of which one set will be submitted to NMC and one will be submitted to the Escrow Bank and one set shall be retained by the Concessionaire. In the event the Escrow Bank does not receive any objection from NMC on the invoice submitted, within fifteen days of its receipt of invoice, it shall transfer the money claimed under the invoice to the Sub-Accounts in the following order, and if such payments are not	Accepted the request in the interest of operationa l ease by both parties

		invoice, it shall transfer the money claimed under the invoice to the Sub-Accounts in the following order		due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):	
4	4.1.1. (a to g): order of priority (a) MSEDCL electricity bill payment (b) all government taxes due and payable by the Concessionaire for and in respect of the Project; (c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving (d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and (e) monthly proportionate provision of debt service due in an Accounting Year; (f) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if any (g)Balance, if any, in accordance with the instructions of the Concessionaire.	Request NMC to delete (b) & (e) from the order of priority of withdrawals as both the mentioned points are responsibility of TPL.	Not accepted		No change in original clause.
5	4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.	To be deleted	Not accepted		This clause allows incorporation of appropriate inclusions and exclusions in accordance with the prevailing scenario
6	4.2 (order of priority: a to g)	Request NMC to delete (b) & (e) from the order of priority of withdrawals as	Not accepted	Please refer to our inputs/ comments in above point.	

		both the mentioned points are only TPL's responsibility.			
7	4.4 Application of insurance proceeds Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.	Request NMC to delete the clause. Insurance claim disbursement is not related to the escrow account.	Not accepted		The clause will be retained since the insurance claims/ insurance proceeds are forming the part of the present Escrow Agreement . Please refer to our inputs/ comments on point 1 above.
8	4.5 Withdrawals during Suspension Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.	Request deletion of this clause as there is no mention of Article 36 in the ESPC	Not accepted		The draft Concession Agreement does not provide 'Suspensio n' and/ or withdrawal of money during the suspension . Accordingl y, the provision may be deleted.
9	6.1.1 ESCROW Default Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority: the Concessionaire commits breach of this	Request deletion of point a) as the same is related to advertisement rights - which is not in present scope of work	Not accepted		No change in original clause. Removal of Advertise ment Revenue will not impact the present clause as an Escrow Default will occur

	Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days; the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.				if the Concessionaire does not make deposit(s) in the manner as set out in clause 3.3.1 of the present Escrow Agreement
10	6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.	Request deletion of clause 6.1.1 (a) as the same is related to advertisement rights which is not in present scope of work	Not accepted		No change in original clause.
11	7.1 Duration of the Escrow Agreement This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.	7.1 Duration of the Escrow Agreement This Agreement shall remain in full force and effect so long as any of NMC's obligations to the Concessionaire remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of	Not accepted		No change in original clause

		this Agreement.			
12	8.1 Supplementary escrow agreement Any lender providing financial assistance for the Project and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.	Initially TPL requested to delete the clause. However, latter it agreed to retention of the clause.	Not accepted		No change in original clause

Below clauses have been added in Escrow agreement in order to clarify the position on interest accruing on deposits made by authority (NMC).

S. No	Clause number	Clause Content
13	Added under clause 4.1.1	Notwithstanding anything in the agreement, all interest which would accrue on the amount of money deposited by authority in Escrow would be credited in account of authority on annual basis.
14	Added as 4.2.g	Rightful share of Authority from the amount lying at the time of termination and interest which would have accrued on the amount of money deposited by authority in Escrow

Response to changes requested by Vendor in draft Contract agreement

S. No	Original Clause as per RfP	Request from TPL for rephrasing the clause	Whether change was accepted or non-accepted	Revised clause	Justification
1	4.2.b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)	Retain the verbatim	Partially accepted	4.2.b NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank within one of signing of this agreement and shall deposit an amount equal to three (3) month of electricity bills after successful implementation period	The Escrow Account may be opened within 1 (one) month from the date of signing the Contract. However, the deposit into Escrow Account shall be made as provided in page 53 of the RFP and mentioned in Clause 3.2 of the draft Escrow agreement as provided in RfP

8.4. Annexure IV: Draft Agreement

This energy savings performance contract (hereinafter called the Concession Agreement) is made on the ____ day of _____, 20__ at _____by and amongst:

1 Nashik Municipal Corporation,having its headquarters at _____ through its _____, hereinafter referred to as **NMC**;

And

2 _____, a company registered under Companies act 1956/2013, having its registered office at _____, herein after referred to as the

Concessionaire

NMC, NMC and the Concessionaire are hereinafter referred to individually as a Party and collectively as the Parties.

WHEREAS:

Nashik Municipal Corporation (NMC) operates the street lighting infrastructure in the city of Nashik and wishes to enter into a Concession Agreement with the Concessionaire. The Concessionaire will undertake the work of replacement of existing street lights in the Pan City area of Nashik City, with energy efficient smart LED street lights, installation of control systems along with operation & maintenance for a Concession Agreement period of 7 Years 9 months and 15 days (the Project) including installation period of 9 months and 15 days (extendable by 3 months with prescribed penalty clause) and remaining for O&M and energy savings payment from the Effective Date.**The concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration**

a. The Project area has approximately 80685 street light poles and about 92014 fixtures on the existing street light poles. which were operated by 1840 switching points/ feeder panels.
b. The Concessionaire had submitted a bid in response to the request for proposal issued by NMC. During technical evaluation the concessionaire has successfully demonstrated the proof of Concept as per the mentioned criteria in the RFP of smart LED lamps & proposed CSLMS system which has met the technical specifications.
c. NMC has issued LoA no. 238 dated 06.03.2019 and concessionaire has submitted the requisite PBG of Rs. 8,25,00,000/- (Rs. Eight crore twenty five lakhs only) issued by State Bank of India vide no. 1303919BG0000165.
d. NMC has invited the Concessionaire to enter into this Concession Agreement.
e. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement.
    a. Conditions of Contract
    b. Scope of Services
    c. Technical Specifications of the Project
    d. Baseline energy consumption
    e. Format for weekly reporting of fixture replacement
    f. Service Level Agreement
    g. Letter of Award and
    h. Results of Live Demonstration

i. All issued corrigenda and addenda.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Concession Agreement to be executed on INR _____ stamp paper by their duly authorized representatives on ____ day of _____, 20__.

NOW THEREFORE, the Parties agree as follows:

1. Definitions and interpretations

In this Concession Agreement (including the recitals and schedules), the following words and expressions have the following meanings:

Authority - Municipal Commissioner, acting on behalf of Nashik Municipal Corporation(NMC)

Commissioning Certificate will be issued by NMC against the installation, verificationand testing of all the proposed street light technologies and infrastructure along with CSLMS panels.

Consent - means any permit, approval, authorization, agreement, no objectioncertificate, waiver or license which is required to be obtained by the Concessionaire in order to perform the Services.

Concession Agreement – this energy saving performance contract entered into betweenNMC and the Concessionaire on the date hereof, including the recitals and schedules, as may be amended from time to time by the Parties.

Concession Agreement Officer – An officer who has been dully authorized on behalf ofNMC

Concessionaire –The Selected Bidder who is responsible for design,build, financing, operate, maintain, monetize and transfer of the Project.

Concessionaire Representative - the person appointed by the Concessionaire torepresent the Concessionaire and communicate with NMC.

Corrupt Act – the act of promising, giving, receiving, or agreeing to receive money orsome other item of value with a corrupt aim, or perceived aim, of influencing a public official in the discharge of his official duties; and acts giving rise to criminal liability under Indian Laws

Day- Day means a calendar day

Delay Liquidated Damages - means an amount per week of delay calculated inaccordance with Section VII of the RFP in the event the Services are not completed in accordance with the Timeline.

Effective Date – the date on which this Concession Agreement and all of its schedulesare signed by the duly empowered representatives of all the Parties.

Energy Baseline - has the meaning given in clause 4.9 of RFP.

Energy Conservation Measures (ECSLMS) – the installation of new equipment,modification or alteration of the Existing Lighting Infrastructure by the Concessionaire at the Concessionaire's cost, in the city of Nashik, or revised operation and maintenance procedures to reduce energy and maintenance costs by improving efficiency of use.

Energy Savings - Energy savings is a reduction of energy consumption or electricaldemand resulting from the Concessionaire's ECSLMS taking into considerations quality of power supply.

Engineer In charge – Nominated authorized person of NMC.

Existing Lighting Infrastructure - all NMC owned street lighting equipment andapparatuses, including, but not limited to, poles, cables, wires, lighting fixtures, fittings, ballasts, lamps, tubes, switching devices and timers within the Project Area.

Force Majeure Event - has the meaning given in clause 29 of this agreement.

Laws – all current or future applicable Indian laws, administrative regulations, localregulations, regulations on the exercise of autonomy, special regulations, rules, judicial interpretations and other regulatory documents with legal binding force or any compulsory requirement.

Lender – any agency/ person providing financing to the Concessionaire in relation tothis Project.

Nodal Officer: Authorized representative representing the Office of Authority

Operation and Maintenance (O&M) – all the activities required for operatingandmaintaining the street lighting fixtures handed over to the Concessionaire within the Project Area including, but not limited to, those required for meeting the lighting standards specified in this Concession Agreement.

Performance security – has described in Clause 30 of this agreement.

Project – has the described given in the Recitals.

Project Area – has the described given in the Recitals.

Services – the services to be performed by the Concessionaire pursuant to thisConcession Agreement and described in Section IV of the RFP.

Term – the period starting on the Effective date and ending after a period of 7 Years 9 monthsand 15 days from the Effective date, as may be extended in accordance with section 4 of RFP, or on the Termination Date, whichever is earlier. The concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration

Year- means the financial year beginning on the 1st day of April and ending on the 31stday of following March.

2. Interpretations

In this Concession Agreement, unless the context otherwise requires,

a) the words "include" and "including" are to be construed without limitation;

b) Energy Efficiency and EE will be used interchangeably in the document hereafter.

c) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

d) the Schedules to this Concession Agreement form an integral part of this Concession Agreement as though they were expressly set out in the body of this Concession Agreement;

e) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as executed, amended, varied, supplemented, modified or suspended at the time of such reference;

f) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Concession Agreement from or by any Party shall be valid and effectual only if it is in writing under thehands of duly authorized representative of such Party in this behalf and not otherwise;

g) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

h) "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

i) The documents forming part of this Concession Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Concession Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order set out hereunder:

- this Concession Agreement
- all other documents forming part of this Concession Agreement

j) The tables of contents and any headings or sub-headings in this Concession Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Concession Agreement.

3. Concession Agreement Documents

This Concession Agreement is the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the Parties.

4. Term and commencement

4.1. Effective Date and Term

This Concession Agreement comes into effect on the Effective Date and expires after 7 Years 9 months and fifteen days from the Effective Date (the "Term"), unless terminated earlier pursuant to Clause 34 of this agreement or extended in accordance with clause 4.3 of this agreement.

4.2. Conditions Precedent

The Parties shall ensure that the following conditions are met as soon as possible following the Effective Date:

a. The Concessionaire has paid a fee in Indian Rupees equivalent to INR .....

(Rupees ..... Only) as an Earnest Money Deposit (submitted at the time of RFP stage). The same shall be returned by the Authority within 15 (fifteen) days of receipt of Performance Security of Rs. 8,25,00,000/- (Rupees ..... Only) from the Concessionaire.

b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank within one month of signing of this agreement and shall deposit an amount equal to three (3) month of electricity bills after successful implementation period

c. NMC shall provide the Concessionaire with an authorization letter granting the Concessionaire the access to the Existing Lighting Facilities/infrastructure.

4.3. Extension of Term

NMC on receiving request from the Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement. The Concession Agreement Period would be 7 Years 9 months including implementation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment. After the end date of Concession Agreement, the Concessionaire will not be eligible for any payment except the pending payment of contract duration.**The concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration**

5. Services

5.1. Scope of Services

Without prejudice to any other provision of this Concession Agreement, the Concessionaire shall carry out the Services set out in Section 4 of RFP within the Project Area and undertake the other obligations to be performed by the Concessionaire as further described in this Concession Agreement from the Effective date and until the end of the Term.

5.2. Extension of the Scope of Services

In view of the continuous development of the city, the Concessionaire may be asked to install additional street lights and CSLMS panels and connect the same to overall CSLMS system. In case of such additions after commissioning of the project, the Concessionaire needs to provide fixture capex and cost for O&M per year wattage wise as per asked in the financial format.

Undertakings

The Concessionaire undertakes the following:

a) The provision of the Services shall not contravene any Law of the Country and shall comply with all Laws;

b) The Concessionaire shall perform and complete the Services in a professional, timely, safe and environmentally responsible manner and comply with the safety, health and security regulations in force in India and the State of Maharashtra;

c) The Concessionaire shall use appropriate, advanced and proven technology, software and information systems; and

d) The Concessionaire shall carry out its obligations under this Concession

Agreement in a manner which is consistent with Indian standards, international best practices, methods, techniques, skills, diligence and prudence which are generally expected from a Concessionaire with similar obligations.

6. NMC's Responsibilities

6.1. Access

NMC shall be responsible for providing the Concessionaire with, free of charge, on and from the Effective Date, access to all the information and data with regards to, the Existing Lighting Infrastructure and all land in the Project Area whose access is required for the performance of Services and in respect of which NMC has control. Access to the Existing Lighting Infrastructure and the land within the Project Area shall confer on the Concessionaire a right to only use the Existing Lighting Infrastructure and the land necessary to enable the Concessionaire to carry out the Services.

The Concessionaire will be provided with a small place in each zone with basic infrastructure where the Concessionaire will make available a person with amenities like computer, printer, phone, complaint register, etc. during working shift timings to register complaints regarding street lighting. These complaint handling centers will be connected to NMC's existing Complaint Management System and such centers should become fully operational within 30 days of allocation of such space by Authority.

If NMC removes any particular pole or fixture after commissioning, the Concessionaire shall be entitled for the Energy Savings Fee that would have arisen out of the energy savings pertaining for such fixture for the remaining life of the Project. If access to any particular pole or fixture is not provided by NMC to the Concessionaire during O&M phase; the Concessionaire shall be entitled to the Energy Savings Fee for the fixtures that would have arisen out of the energy savings pertaining to such fixtures for the amount of time when access was not provided.

6.2. Assistance to Concessionaire

If requested by the Concessionaire, NMC shall facilitate the Concessionaire in a timely and expeditious manner with the following:

a. Obtaining all the consents necessary for the Services (excluding the qualifications that the Concessionaire should already possess) such as construction permits, permits for temporary suspension of water, power or traffic, etc.

b. Protecting underground pipelines, buildings and structures (including historic relics) and trees located on or close to the Project Area

c. Consulting with the Concessionaire if any construction or installation project implemented by NMC or other local public entity in the city of Nashik may have direct or indirect impact on the Concessionaire
d. Obtaining MSEDCL's full cooperation during the Term of the Concession Agreement.

However, the Concessionaire has to arrange all the machineries and equipment required for the implementation of the project at its own expense. Also the Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.3 Lux level measurements

At random during project operation, NMC official shall ask Concessionaire to demonstrate the lux level of operating LED fixture to check compliance with the data recorded during live demonstration. Under such case, Concessionaire will have to install the LED fixture at the site of live demonstration and verify the lux level. If, during such test it is found that lux level has fallen below the minimum required average lux level and uniformity ratio, Concessionaire at its own cost will have to replace all the LED fixtures with similar wattage as per the direction of Engineer In charge. Also, the average lux level and uniformity ratio measured, for the existing street light fixture, during the live demonstration will be binding throughout the project term.

6.4 Operation and maintenance

NMC shall be responsible for the O&M of all the identified switching points and street lighting fixtures until the same are handed over to the Concessionaire.

The Concessionaire's Responsibilities

7.1. Energy Baseline Determination

NMC has provided a snapshot of energy consumption baseline conditions of street lighting under its jurisdiction in clause 4.9 of the RFP. Assuming 100% of the street lights are in operation and the average operating hours of the street lights is 11 hours/ day.

The baseline defined in clause 4.9 of the RFP is for existing condition of street lighting system in Nashik. However, actual baseline during the installation period (i.e. from the start of project to complete installation) may vary by ± 15% in terms of number of light points as well as electricity consumption. The Concessionaire may be asked by NMC to install/ uninstall light points during the time of implementation and subsequently, the baseline will be modified on the completion of installation of LED lights. This modified baseline will be considered for assessment of energy savings throughout the concession period for verifying the actual saving.

The Concessionaire, immediately from the Effective date, shall undertake field survey of street lighting systems to identify the fixtures for replacement. The Concessionaire has to perform this task in parallel to other activities and no additional time will be provided for this activity.

7.2. Services

The Concessionaire shall execute the services to be provided in accordance with scope of work.

7.3. Timeline for implementation of the project

The Services to be performed by the Concessionaire has been classified into two tasks.

The Concessionaire has to adhere to the stipulated timelines as mentioned hereunder:

Survey Period: - 30 days
Implementation Period : - 8.5 months
O&M Period : - 7 Years

Task 1: Replacement of existing luminaires (within municipal boundary of NashikMunicipal Corporation) with LED luminaires (including LED lamp, driver and Luminaire) and installation of (CSLMS) – This activity shall be completed within 9(nine) months and (fifteen) 15 days from the date of signing of this Concession Agreement.

Task 2: Undertake comprehensive operation and maintenance of street lightingnetwork – This activity shall commence from the date of issue of satisfactory Installation, Testing and Commissioning certificate of all LED Street lights from Engineer-in-charge (i.e. only after complete installation in any particular zone) and shall continue for 7 (seven) consecutive years from the effective date of signing of this agreement.

7.4. Extension of Implementation Timeline

Notwithstanding the clause 4.3 of this Contract, if the Concessionaire does not have access to part or the whole of the Existing Lighting Infrastructure for any reason, including, but not limited, to a Force Majeure Event (as defined in clause 29 of this agreement) for any period of time during the Term, then the Concessionaire shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for such period of time when the Concessionaire does not have access to all the Existing Lighting Infrastructure in the Project Area. Also, the timeline shall be extended for an equal period of time during which the Concessionaire didn't have access to all the existing Lighting Infrastructure.

7.5 Safety: Concessionaire has to take adequate major for electrical safety of thesystems.

Once the street light to system is handed over to Concessionaire, up to the end of theConcession period, Concessionaire will be solely responsible for any type of electrical accident (Fatal/non-fatal) and related legal and financial Consequence responsibilities shall be borne by Concessionaire.

8. Asset Ownership

8.1. Existing lighting fixtures

NMC shall at all times during the Concession Agreement period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

The Concessionaire will not be held liable for lighting infrastructure existing prior to the date of commissioning of LED luminaires and CSLMS panels or arising from any event or circumstance that occurred prior to the date of commissioning.

The Concessionaire shall ensure the proper recording of the dismantled conventional fixtures, as per format attached at Annexure IV, to office of Authority at least on weekly basis.

8.2. Newly installed equipment and systems

The Concessionaire shall remain the owner of the LED luminaires and CSLMS panels installed by it during the term. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. This LED luminaires and CSLMS panels installed by Authority under this contract shall be free of any lien and should have paid all applicable taxes. At the end of the Term, the Concessionaire shall submit to Authority a list of all the equipment, fittings or other items that were replaced during the Terms.

The essence of this Concession Agreement is to keep all the street lights 'ON' and as such any non-functioning of street light fixtures/feeder panels/poles will be adversely reflected on the performance of the Concessionaire. Hence it will be in the interest of the Concessionaire to identify & attend to the faults & keep the lights 'ON' in a safe manner. The Concessionaire should employ only qualified and experienced personnel, use proper instruments, take adequate precautions, use good quality material, have proper supervision and maintain proper complaint management and public relations.

The Concessionaire should monitor the electrical load on each phase and each circuit in the panel & also maintain load balance equally on all the phases. He should never allow any circuit to be overloaded.

The material used for the work shall be new & of best quality available and work should be carried out with best workmanship. The material used and works carried out shall conform to the relevant Electricity Act 2003 as amended and rules of Bureau of Indian standards.

At the expiry of the Term/termination of the concession agreement, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed shall be vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS panels, along with CSLMS bill of material, to NMC.

10. Termination

10.1. Termination events

This Concession Agreement shall terminate:

a) due to a Force Majeure Event in accordance with clause 29;

due to a NMC/ Event of Default in accordance with clause 11 anddue to a Concessionaire Event of Default in accordance with clause 12;

11. NMC Event of Default

The following events, provided that they are not caused by a Concessionaire Event of Default or a Force Majeure Event and are not cured within sixty (60) days following the issuance of a notice from the Concessionaire, shall constitute a "NMC Event of Default" and the Concessionaire shall be entitled to terminate this Concession Agreement:

a) NMC fails to deposit monthly electricity bill or any other payment in the Escrow Account, for more than 1 month;

12. Concessionaire Event of Default

The following events, provided that they are not caused by a NMC or a Force Majeure Event and are not cured within sixty (60) days or within specified timelines, following the issuance of a notice from NMC, shall constitute a "Concessionaire Event of Default" and Authority shall be entitled to terminate this Concession Agreement:

a) The Concessionaire made any representation or warranty that was incorrect when made in the bid or during the Concession Period;

b) Liquidation or insolvency of the Concessionairewhether compulsory or voluntary

c) Transferring the Services in violation of this Concession Agreement;

d) The Concessionaire has been convicted of a fraud and corrupt practices ;

e) The Concessionaire is in material breach of any of its obligations under this Concession Agreement;

f) NMC or Authority determines that the Concessionaire has, directly or indirectly, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the bidding process for this Project; and

g) The Concessionaire's failure to pay the Delay Liquidated Damages as per Section VII of the RFP.

Notwithstanding the above provisions, failure by the Concessionaire to issue monthly reports, daily reports and annual electrical safety energy audit report in accordance with clause 29 of this Concessionaire agreement shall automatically constitute a Concessionaire Event of Default without having to wait for the end of the sixty (60) days cure period.

13. Termination Procedure

13.1 Termination of this Concession Agreement by Authority

Authority may terminate this Concession Agreement by giving a termination notice to the Concessionaire if a Concessionaire Event of Default has occurred and continued for more than sixty (60) days or within specified timelines after Authority notified the Concessionaire of such Concessionaire Event of Default.

13.2 Termination of this Concession Agreement by Concessionaire

The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days after Authority has received a notice from the Concessionaire mentioning the Authority Event of Default and requesting Authority to remedy such Authority Event of Default.

14. Termination Payments

14.1 In Case of Force Majeure Event

Post the Force Majeure Event, the parties will have two options:

(a) Continuation of the Contract: After a Force Majeure event, both parties may mutually agree for continuation of the Contract. The Concessionaire shall have the right to two remedies under this option. 1) Recovery of costs of damaged assets through insurance claim, and, 2) equal sharing of costs of restoration of damaged assets between the Authority and the Concessionaire as duly certified by a reputed auditor appointed by the Authority. No additional compensation may be payable by the Authority on any account including loss of income.

(b) Termination of the Contract: After a Force Majeure event, both parties may mutually agree for termination of the Contract. Both parties shall have the right to a remedy under this option. 1) Equal sharing of the recovery of costs of damaged assets throughinsurance claim, and, 2) payment of 50% of the Book value of the surviving assets by the Authority to the Concessionaire as duly certified by a reputed auditor appointed by the Authority. The Concessionaire agrees and undertakes to transfer the title and ownership of the assets including the equipment constructed or systems installed up to the Termination Date, utilized by it for provisioning of Services under this Agreement within a period of 30 days.No additional compensation may be payable by the Authority on any account including loss of income.

14.2 In case of Concessionaire Event of Default

If transfer of Assets happens before the expiry of term due to a Concessionaire Event of Default, then no payment will made to Concessionaire and all the equipment constructed or systems installed by Concessionaire up to the Termination Date will be forfeited.

14.3 In case of NMC's Event of Default

(a) If transfer of Assets happens before the expiry of term due to a NMC Event of Default, the Authority shall pay the Concessionaire 100 percent of the book value in relation to such assets including the equipment constructed or systems installed up to the Termination Date, as duly certified by a reputed auditor appointed by the Authority.

15. Transfer

Minimum six (6) months before the end of Authorisation Period, the Parties shall discuss whether this Concession Agreement shall be renewed or not. If the Parties decide not to renew the Concession Agreement, then all the then Existing Lighting Infrastructure as may have been upgraded and maintained by the Concessionaire shall be transferred to NMC free of charge on the day immediately following the end of the Term.

During the Exit Management Period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the clause 33 of this Concession agreement including the ones being upgraded.

The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the

relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of term, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to providenotice in writing on the Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

16. Employees and training

NMC shall remain the principal employer of the Nashik Municipal Corporation employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions to be agreed upon between the Parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

The Concessionaire will organize training program at NMC office wherein the Concessionaire will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of Concession Agreement period on the operation, maintenance and repair of the equipment and systems installed by the Concessionaire

The Concessionaire's personnel, representatives or other members of the Consortium shall be under the complete control of the Concessionaire and shall not be deemed to be employees of NMC in any case.

17. Delay liquidated damages

Where the Concessionaire fails to complete the Services within the Timeline provided under clause 7.3 and 7.4 of this agreement, Authority shall be entitled to apply Delay Liquidated Damages as per Section VII.

18. Limitation of Liability

Neither NMC nor the Concessionaire shall be liable to the other under this Concession Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the other Party unless otherwise specified in this Concession Agreement.

Unless this Concession Agreement provides otherwise, no approval, expression of satisfaction, comment, review, payment or certificate whatsoever made or given (or any failure to make or give the same) by NMC/Authority its employees under this Concession Agreement, shall relieve the Concessionaire of any of its obligations, risks or liabilities under this Concession Agreement.

19. Third party claims

19.1 Indemnification

The Concessionaire shall indemnify and hold NMC and Authority and its employees harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or willful misconduct of the Concessionaire, any Sub Concessionaire or their employees, in respect of the following:

a) the death or injury of any person;

b) loss or damage to any property, real or personal; and

c) Third party losses and claims.

19.2. Handling of Claims

If any proceedings are brought or any claim is made against NMC or Authority in relation to the performance of the Services by the Concessionaire, or any of its employees, NMC or Authority shall promptly notify the Concessionaire and set out full particulars of the claim. The Concessionaire shall conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims at its own expense and on behalf of NMC or Authority and with Authority's assistance.

20. Settlement of disputes

20. 1 Consultation

Both Parties must agree that in the event any dispute, controversy or claim arising between the Parties out of, under or in connection with this Concession Agreement, or in the interpretation of any of its provisions, including any question regarding its existence, validity or termination, the Parties shall meet promptly on the request of either Party in an effort to resolve such dispute, controversy or claim through consultation in an amicable manner. If a settlement is not reached then the matter shall be referred to NMC, Nashik for seeking their advice. Pursuant to this clause within thirty (30) days of the said request, the Parties shall refer their dispute to Arbitration.

20.2 Arbitration

Any dispute or difference whatsoever arising between the Parties to this Contract arising out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator i.e. "The Commissioner of NMC". The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, India. The language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

21. Taxes and duties

Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement.

22. Confidentiality

The Parties shall treat as confidential the existence and contents of this Concession Agreement (including its Schedules), all the information and documents obtained in relation to this Concession Agreement, the Services, as well as all other aspects of the Project contemplated under this Concession Agreement. The duration of the confidentiality obligation shall last for two (2) years following the end of the Term.

The above clause shall not apply in following cases:

a) Information already published or otherwise publicly available;

b) Information already obtained by one Party in a manner which does not breach a confidentiality obligation;

c) Information obtained from a third party in a manner which does not breach a confidentiality obligation;

d) Information required to be disclosed in accordance with Indian Laws; and

e) Information disclosed for the purpose of the performance by either Party of its obligations under this Concession Agreement.

23. Notice

23. 1 Notice

Any notice under this Concession Agreement shall be in writing and in English, and shall be delivered in person or sent by registered post, fax or email to the following addresses: For Authority

_____

For Concessionaire _____

23.2 Change of Information

Should either Party need to change its contact information, it shall inform the other Party in writing fifteen (15) days in advance. The change takes effect immediately upon receipt of such notice by the other Party.

24. Insurance

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

25. Representations and warranties

25.1 The Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to NMC that:

a) The Concessionaire is an independent company duly incorporated, validly existing and of good standing under Indian Laws;
b) The Concessionaire is financially solvent, is able to pay its debts as they mature, and has sufficient capital and resources to complete its obligations under this Concession Agreement;
c) The Concessionaire is not a party to any legal, administrative, arbitral, investigation or other proceedings or controversy, pending or (to the best of the Concessionaire's knowledge) threatened, that would adversely affect its ability to perform its rights and obligations under this Concession Agreement;

d) Without NMC's or Authority's written permission, the Concessionaire shall not engage in any related activities in the city of Nashik that may impinge upon this Project, other than the Services;
e) The execution and performance of this Concession Agreement will not result in a breach or violation of, or constitute a default under, any agreement to which the Concessionaire is a party; and

f) The execution and performance of this Concession Agreement has been duly authorized, and this Concession Agreement has been duly executed by the signatories and constitutes a legal valid and binding obligation.

25.2 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

a) Authority has the power and authority to enter into and perform its obligations under this Concession Agreement;

b) The execution of this Concession Agreement will not result in a breach or violation of or constitute a default under any agreement to which it is a party.

26. Representatives

26.1. Authority's representative

Authority may from time to time replace its Representative by notifying the Concessionaire (to be effective upon receipt by the Concessionaire).

The Authority Representative shall have full authority and power to represent and act for Authority at all times during the Term. All notices, instructions, orders, certificates, approvals and all other communications under this Concession Agreement shall be given by, and to, the Authority Representative unless Authority notifies the Concessionaire otherwise.

26.2 The Concessionaire's Representative

The Concessionaire Representative shall have full authority and power to represent and act on behalf of the Concessionaire at all times during the Term, including for sending or receiving notices, instructions, information and all other communication in relation to this Concession Agreement.

The Concessionaire shall not revoke the appointment of the Concessionaire Representative without notifying Authority of the new Concessionaire Representative.

27. Governing Law and Language

27.2 Governing Law

This Concession Agreement is governed by and construed in accordance with the Laws of India and the State of Maharashtra.

27.3 Language

This Concession Agreement is written in the English language. All communications and information provided should be in writing and in the English language only.

28. Force Majeure

A "Force Majeure Event" shall mean any event or combination of events occurring inside or directly involving the city of Nashik that is beyond the reasonable control of Authority or the Concessionaire, as the case may be, occurring or subsisting after the Effective Date and which (or the effects of which) is unavoidable, notwithstanding the reasonable care of the Party affected, including, in the case of the Concessionaire, any Sub Concessionaire, and, in the case of the Concessionaire only, such event(s) could nothave been foreseen by an experienced Concessionaire, or to the extent that the event(s) could have been foreseen by an experienced Concessionaire, such Concessionaire could not have reasonably mitigated against the effects of such events. Such Force Majeure Events include, but are not limited to:

a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;

b) Rebellion, sabotage, act of terrorism, revolution, insurrection, civil war or epidemic (excluding vandalism);

c) Lightning, earthquake, flood, hurricane, typhoon, tornado or volcanic activity.

Such events cannot be caused or contributed to by an act or omission of the Party relying on it or persons for whom that Party is responsible.

If either Party is prevented, hindered or delayed from performing any of its obligations under this Concession Agreement by a Force Majeure Event, then it shall notify the other Party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for so long as the relevant Force Majeure Event continues and to the extent that such Party's performance is prevented, hindered or delayed.

The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effects thereof upon its/their performance of this Concession Agreement and to fulfil its/their obligations under this Concession Agreement, but without prejudice to either Party's right to terminate this Concession Agreement.

No delay or non-performance by either Party caused by the occurrence of any Force Majeure Event shall:

a) constitute a breach under this Concession Agreement;

b) extend the Term; or

c) Give rise to any claim for damages or additional cost or expenses occasioned thereby.

If the performance of the Services is substantially prevented, hindered or delayed for more than one hundred and twenty (120) consecutive days on account of one or more Force Majeure Events during the Term, either Party may terminate this Concession Agreement by giving a notice to the other. If this Concession Agreement is terminated pursuant to this clause, NMC shall pay to the Concessionaire the part of the Energy Savings Fee payable for the Energy Savings performed prior to the Termination Dateand the part of the O&M Fee payable for the operation and maintenance services performed prior to the Termination Date. The Concessionaire shall not be entitled to any further compensation.

Notwithstanding this clause, Force Majeure Events shall not apply to any NMC's or Authority's obligation to make payments to the Concessionaire hereunder.

29. Material Adverse Government Action

A "Material Adverse Government Action" ("MAGA") shall mean any act or omission, after the Effective Date, by NMC or Authority or any other public entity, which has a Material Adverse Effect.

A MAGA shall include the following circumstances:

a) Any imposition or change of Law that is directly targeted at the Project and/or projects similar to the Project and/or that is discriminatory against the Concessionaire.
b) Any imposition or change of Law of an environmental or technical nature which would have the effect of making the Laws more stringent than the Law in force at the Effective Date
c) Expropriation or compulsory acquisition, or seizure of the Existing Lighting Infrastructure by a public entity with respect to substantially the same subject matter

d) Any material breach by Authority of its obligations, including, but not limited to, failure to supply electricity within the whole or part of the Project

e) Any regulator's decision having the effect of decreasing the Concessionaire's remuneration under this Concession Agreement.

Within 30 days of notice to Authority of a MAGA, Authority shall procure the remedy of the MAGA in question. Should Authority fail to procure a remedy prior to the expiry of 30 day period, the Parties shall discuss the issue in an attempt to reach a mutually satisfactory solution that restores the Concessionaire to the position it would have been in had such MAGA not occurred (including compensation for costs and loss of profits). If the Parties fail to reach an agreement on a satisfactory solution, the Concessionaire shall have the right to terminate this Concession Agreement.

The Concessionaire shall not be excused for performing its obligations under this Concession Agreement upon the occurrence of a MAGA, unless the Material Adverse Effect caused the Concessionaire to fail to perform its obligations.

30. Performance Security

30.1. Performance Security

The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/-("Performance Bank Guarantee"). The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation, then BG needs to be extended accordingly. One time PBG for O&M amounting to Rs. 2,00,00,000 (Rupees Two Crores only) shall be submitted separatelyfor the duration of O&M period. PBG for O&M needs to be submitted before the release of PBG meant for installation period.

The Performance Bank Guarantee for installation works shall be returned to concessionaire after 100% installation + six months and any delay in installation. The Performance Bank Guarantee for O&M work shall be returned to the Concessionaire after the expiry of the Term.

Authority shall invoke Performance Security in case the Concessionaire fails to discharge their Concession Agreement obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall secure the proper and timely performance of the Concessionaire's obligations as from the Effective date until the end of the Term, including the payment of Delay Liquidated Damages pursuant to clause 17 of the Contract. In case the performance Bank Guarantee is partly encashed on account of Liquidated Damages, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. In case the Concessionaire doesn't maintain the required PBG amount then same shall be recovered from his share (energy saving and advertisement revenue) from escrow account.

All fees, taxes, costs and expenses associated with procuring, preparing, completing and stamping (if applicable) the Performance Bank Guarantee shall be the responsibility of and paid by the Concessionaire.

30.2 Notice

Authority shall, prior to making any demand under the Performance Bank Guarantee, send a written notice to the Concessionaire mentioning the existence of a Concessionaire Event of Default and providing a cure period of fifteen (15) days. If the Concessionaire does not remedy its Concessionaire Event of Default within these fifteen (15) days, then Authority shall be entitled to call part or full, as relevant, of the Performance Bank Guarantee.

30.3 Replacement

Where the Performance Bank Guarantee is subject, pursuant to its terms, to a fixed expiry date, the Concessionaire shall, not less than thirty (30) days prior to such expiry date, amend or replace the Performance Bank Guarantee, as the case may be, with a duly executed amended or replacement guarantee. Any replacement Performance Security must be issued for at least one (1) year by any Scheduled Bank having a branchat Nashik city, and should be on identical terms as original Guarantee issued. If the Concessionaire fails to provide an amended or replacement Performance Bank Guarantee as required, Authority may issue a demand under the Performance Bank Guarantee for the full amount available and shall be entitled to hold such amount as security for the performance of the Concessionaire's obligations under this Concession Agreement until a replacement Performance Bank Guarantee is provided (whereupon such amounts shall be returned to the Concessionaire without any obligation to account for interest).

If the Concessionaire is unable to provide new Performance Bank Guarantee for a period of more than a month from its expiry date, the Authority has the right to terminate the Concession Agreement.

31. Reporting

During the Term, the Concessionaire shall provide monthly reports to Authority with a separate copy to NMC about the following matters:

a) Energy saving report including CSLMS data

b) Operation and maintenance services;

c) Load reduction

d) Update on the assets;

e) Any other relevant as said by NMC or Authority.

If the Concessionaire does not issue monthly reports within ten (10) days of the end of the relevant month for any three (3) consecutive months or there is major false information in more than three (3) reports during the Term of the Concession Agreement, this breach shall constitute a Concessionaire Event of Default.

32. Miscellaneous

32. 1 Assignment

Neither NMC or Authority nor the Concessionaire shall without the expressed written consent of the other Party assign or charge to any third party this Concession Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

32.2 Entire Agreement

This Concession Agreement constitutes the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing and approved by both Parties. This Concession Agreement supersedes all communication, negotiations and agreements (whether written or oral) between the Parties made prior to the Effective Date with respect to the Services.

32.3 Amendments

Any amendment, addition or variation to this Concession Agreement shall be valid and binding only if in writing and only if signed by the authorized representatives of both Parties.

32.4 Severability

Should any provisions in this Concession Agreement be invalid, illegal or unenforceable or be held invalid, illegal or unenforceable by any competent tribunal or court, the remaining provisions of this Concession Agreement shall remain valid and enforceable.

32.5 No Partnership

This Concession Agreement does not constitute a joint operation or partnership in the legal sense between the Parties. The Concessionaire is a service provider to Authority.

33. Exit Management

33. 1 Purpose

i. This clause sets out the provisions which shall apply on expiry or termination of the "Contract Agreement" on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, NMC shall have the right to, at its sole discretion, apply this clause.

ii. The Parties shall ensure that their respective associated entities, in case of NMC or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

33.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to NMC.

- During this period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the bidding document including the ones being upgraded to NMC.

- The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract Period, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

- The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to NMC on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.

- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand overall Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.

- As Concessionaire is supposed to provide comprehensive maintenance of all the hardware/Software as detailed in RFP during the concession period, Concessionaire must ensure that all the items are in working condition with support of OEM related to repair/replacement/availability of spare parts for at least 03 years at the time of exit.

- From the first day of last month of the concession period, testing phase of overall system installed by the Concessionaire will be started in phases so that all the equipment are proved to be in working conditions and handed over to NMC on the last date of the concession period and before issuing completion certificate and PBG.

33.3 Cooperation and Provision of Information

During the exit management period:

a) The Concessionaire shall permit NMC or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to assess the existing services being delivered.

b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by NMC or its nominated agencies, theselected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the Concession Agreement. The Project Implementation.

the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). NMC or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit NMC or its nominated agencies and/or any entity nominated by NMC to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

33.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to NMC the following:

    - Information relating to the present services provided and customer satisfaction surveys.
    - Documentation pertaining to Project related data and confidential information.
    - All current and updated data as is needed for purposes of NMC or its nominated agencies for transitioning the services either to NMC or the entity nominated by NMC.
    - All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable NMC or its nominated agencies, or to the entity nominated by NMC to carry out due diligence in order to transition the provision of the Services to NMC or its nominated agencies, or to any entity nominated by NMC (as the case may be).

  Before the exit management period expire, the selected Concessionaire shall deliver to NMC or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.

- Before the exit management period expire, unless otherwise provided under the Concessionaire Agreement, NMC or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of NMC or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relatingto privacy) provide to NMC or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.

33.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Concessionaire to the department or its nominees, or an entity nominated by NMC applies to any or all of the employees of the Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.

- To the extent that any Transfer Regulation does not apply to any employee of the Concessionaire or its nominated agencies or its entity nominated by NMC may make an offer of employment or contract for services to such employee of the Concessionaire and the Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by NMC or its nominated agencies or any Replacement Concessionaire.

33.6 Transfer of Certain Agreements

On request by NMC or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favour of NMC or its nominated agencies, or its entity nominated by NMC in relation to any equipment lease, maintenance or

service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

33.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to NMC or its nominated agencies, and/or any entity nominated by NMC in order to inventory the assets or Assets.

- The Concessionaire shall also give NMC or its nominated agencies, or any entity nominated by NMC right of reasonable access to the Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by NMC rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Concession Agreement as is reasonably necessary to migrate the services to NMC or its nominated agencies, or a Replacement Concessionaire.

33.8 General Obligations of the Concessionaire

- The Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to NMC or its nominated agencies or any entity nominated by NMC and which the Concessionaire has in its possession or control at any time during the exit management period.

- For the purposes of this Clause, anything in the possession or control of any Concessionaire or associated entity is deemed to be in the possession or control of the Concessionaire.

- The Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

33.9 Exit Management Plan

The Concessionaire shall provide NMC or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with Concession Agreement as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

33.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years. It shall be part of exit plan to submit letter from OEMs in this regard.

For and on behalf of the Nashik Municipal

Corporation

Name: _____

Designation: Commissioner

In the presence of

Witness

Sign:

Name:

Address:

For and on behalf of the Concessionaire

Name: _____

Designation: _____

In the presence of

Witness

Sign:

Name:

Address:

8.7. Annexure VII: DRAFT ESCROW AGREEMENT

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... day of ..... 20.....

AMONGST

1 ..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at .....
(Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 .....name and particulars of the Escrow Bank and having its registered office at ..... (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 [The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at _____ (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated .....
with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on operate, maintain and transfer (OMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND

INTERPRETATION 1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively

assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto madein accordance with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing anybreach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and underthis Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shallmean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All money that it may receive in relation to the Project from banks, insurance claims and shareholders;

(b) All Fee and any other revenues received from or in respect of the Project, including the proceeds of insurance claims; and

(c) Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project

3.1.2 The Concessionaire mayat any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by

bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)).;

and

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 Within seven days of every calendar month during the Concession Period, the Concessionaire shall raise three sets of invoices out of which one set will be submitted to NMC and one will be submitted to the Escrow Bank and one set shall be retained by the Concessionaire. In the event the Escrow Bank does not receive any objection from NMC on the invoice submitted, within fifteen days of its receipt of invoice, it shall transfer the money claimed under the invoice to the Sub-Accounts in the following order, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) MSEDCL electricity bill payment;
(b) all government taxes due and payable by the Concessionaire for and in respect of the Project;
(c) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving;
(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and
(e) monthly proportionate provision of debt service due in an Accounting Year;
(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any
(g) Balance, if any, in accordance with the instructions of the Concessionaire.

Notwithstanding anything in the agreement, all interest which would accrue on the amount of money deposited by authority in Escrow would be credited in account of authority on annual basis.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause ४.१; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment
(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) monthly proportionate provision of debt service due in an Accounting Year;

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Rightful share of Authority from the amount lying at the time of termination and interest which would have accrued on the amount of money deposited by authority in Escrow

(h) Balance, if any, in accordance with the instructions of the Concessionaire

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insuranceclaims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of ForceMajeure or any act or omission of the Authority:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, withina Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

Any lender providing financial assistance for the Project and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of

lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify

the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party")** within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20.2 from Draft agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Indore shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any

obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection

with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof

SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
ESCROW BANK by:

(Signature
(Name)
(Designati
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
[Nashik Municipal Corporation by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1.

2.

$ To be affixed in accordance with the articles of association of the Concessionaire.

Annex A

{A copy of the Concession Agreement, executed between the Concessionaire and the Authority to be attached as Annex A}

(९८८)

कामाचे नांव : ~~नाशिक~~ मनपा क्षेत्रात P.P.P. तत्वावर स्मार्ट स्ट्रीटलाईटिंग प्रकल्प राबविणे.

मागील पृष्ठ क्र. ९५२ ते ९८७ वरील करारनामा Draft ला मान्यता मिळणेस सादर तसेच सादरच्या सुधारीत Draft नुसार मे.टाटा प्रोजेक्ट्स ल्युमिनियर लि.यांचेशी कामाचा करारनामा करणेस व त्यांना कार्यादेश देणेस मान्यतेस्तव सादर.

उप अभियंता (विद्युत) 13/6 / 14/06

कार्यकारी अभियंता (विद्युत) 14/6/2019

मा.अधिक्षक अभियंता (विद्युत-यंत्रिकी) 15/6/2019

मा.मुख्य कार्यकारी अधिकारी (NMSCDCL) 15/06

मा.मुख्य वित्त व लेखाधिकारी मनपा नाशिक

मा.अतिरीक्त आयुक्त, मनपा नाशिक

मा.आयुक्त महोदय

~~१९०~~ (२०५)

दि.०२/०८/२०१९

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दि.१५/०९/२०१७ रोजीचे पत्र, मा. महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या कामाचा प्रस्ताव मा.शासनाच्या उर्जा बचत प्रकल्प धोरणानुसार दि.१३/१२/२०१७ रोजी विभागामार्फत ठेवण्यात आला. सदर बाबत एमआयसी कंपनीस यापुर्वी दिलेल्या कामाबाबत मा. विधी विभाग प्रमुख व मनपा कायदे सल्लागार, जिल्हा न्यायालय, नाशिक यांचेकडे अभिप्राय मागीतला असता विधी विभागाने निविदा प्रक्रीया राबविणे बाबत स्पष्टपणे नमूद केलेले आहे. "विद्युत व्यवस्था, त्यात सुधारणा करणे ही दैनंदीन सेवेची आवश्यक बाब आहे. ही सुविधा खंडीत ठेवणे योग्य होणार नाही त्यामुळे निविदा प्रक्रीयेस कोणतीही अडचण अथवा स्टे नाही. त्याच प्रमाणे मा.उच्च न्यायालयातील सदर मक्तेदार यांनी सादर केलेला दावा क्र.९८७३-१७ ॲडमीशन स्टेजचे वेळेसच दि.१२/१०/२०१७ रोजी फेटाळला आहे." असा अभिप्राय दिला होता.

तदनंतर विभागामार्फत जा.क्र./विद्युत/८१४/२०१८ दि.०८/०१/२०१८ अन्वये संपुर्ण माहितीह डॉकेट मा.महासभेवर ठेवण्यात आले. त्यात सदरचे काम मे. EESL कंपनी मार्फत करावे किंवा जाहीर ई-निविदा मागवून ESCO Model नुसार करावे याबाबत मा.महासभेच्या निर्णयार्थ विषय ठेवणेत आला होता.

सदरचा प्रस्ताव मा.महासभा क्र.१५ विषय क्र.१३८० दि.१०/०१/२०१८ रोजी चर्चेस आला असता मा.महासभेने ठराव क्र.१३८० दि.१०/०१/२०१८ अन्वये सदरचा प्रकल्प जाहिर ई-निविदा मागवून ESCO Model नुसार करावा असा ठराव सर्वानुमते पारीत करून सदरच्या प्रकल्प राबविणेस मान्यता दिलेली आहे.

वरील ठरावा अन्वये मनपा प्रशासनाने मनपा क्षेत्रात स्मार्ट स्ट्रीट. लाईट प्रकल्प राबविणे बाबत नाशिक स्मार्ट सिटी डेव्हलपमेंट कॉर्पो.लि. यांचे प्रकल्प सल्लागार मे. KPMG कंपनी यांचे कडून प्रकल्प अहवाल व RFP दि.२३/०३/२०१८ रोजी प्राप्त झाला.

उपरोक्त प्रमाणे मा.महासभेने ठराव क्र.१३८० दि.१०/०१/२०१८ अन्वये दिलेल्या मान्यते नुसार सदर प्रकल्प राबविणेबाबत विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) ही दि.२८/०३/२०१८ प्रसिध्द करण्यात आली व त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

प्रथम कॉल :- दि.२८/०३/२०१८ ते २३/०४/२०१८ शुन्य निविदा प्राप्त.

प्रथम मुदतवाढ :- दि.२४/०४/२०१८ ते ०८/०५/२०१८ शुन्य निविदा प्राप्त.

व्दितीय मुदतवाढः- दि.०९/०५/२०१८ते २३/०५/२०१८ शुन्य निविदा प्राप्त.

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा सुचना क्र.३९ प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :- दि.२७/०६/२०१८ ते २३/०७/२०१८ शुन्य निविदा प्राप्त.

२) प्रथम मुदतवाढ :- दि.२४/०७/२०१८ ते ०७/०८/२०१८ शुन्य निविदा प्राप्त

३) व्दितीय मुदतवाढः- दि.०८/०८/२०१८ ते २३/०८/२०१८ शुन्य निविदा प्राप्त.

४) तृतीय मुदतवाढः- दि.२४/०८/२०१८ ते २५/०८/२०१८ एक निविदा प्राप्त.

वरील प्रमाणे नाशिक मनपा क्षेत्रात स्ट्रीट लाईट प्रकल्प राबविणेबाबत निविदा प्रक्रीया राबविणेत आली होती. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pv.Ltd. यांची एकमेव निविदा प्राप्त झाली होती. त्यांची तांत्रीक कागदपत्रे(Envelop-A) छाननी करुन दि.०३/०९/२०१८ रोजी निविदा समिती समोर ठेवले असता ते Qualify झाल्यामुळे त्यांची (Envelop-B) Demonstration & proof of concept (POC) दि.१५/०९/२०१८ पासून सुरु करावे यासाठी M/s.Inspira Enterprises India Pvt.Ltd. यांना ईमेल व्दारे कळविण्यात आले.

- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.१७/०९/२०१८ रोजीचा E-mail POC दि.१५/०९/२०१८ ऐवजी दि.२४/०९/२०१८ रोजी सुरु करणे बाबत.
- कंपनीने POC दि.२४/०९/२०१८ रोजी सुरु न केल्याने पुन्हा त्यांना स्मरणपत्र देण्यात आले.
- M/s.Inspira Enterprises India Pv.Ltd. यांचा दि.२५/०९/२०१८ रोजीचा E-mail - रोजीच्या त्यांचे पार्टनर केवळ दोन फिक्सचर्स वर POC सुरु करीत आहेत. वरील बाबत मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांचे कार्यालयात दि. २८/०९/२०१८ रोजी झालेल्या चर्चेअंती असे निश्चित झाले की, निविदा अटी-शर्ती मध्ये कोणताही बदल करता येणार नाही. त्यानुसार M/s.Inspira Enterprises India Pv.Ltd. यांना दि.२९/०९/२०१८ रोजीचे E-mail व्दारे तसे कळविण्यात आले.
- दरम्यानच्या काळात M/s.Inspira Enterprises India Pv.Ltd. यांनी कोणतेही POC किंवा Demonstration सुरु केले नाही. त्यामुळे या कार्यालयाचा E-mail दि. ०९/१०/२०१८ अन्वये M/s.Inspira Enterprises India Pv.Ltd यांना पुन:श्च निविदा अटी-शर्ती मध्ये कोणताही बदल करता येणार नाही, तसेच दि.११/१०/२०१८ पासून POC सुरु करावे अन्यथा आपलेविरुध्द कारवाई करणेत येईल याबाबत E-mail व्दारे कळविणेत आले.
- M/s.Inspira Enterprises India Pv.Ltd. यांनी पुन्हा दि.१५/१०/२०१८ पावेतो मुदतीची E-mail व्दारे मागणी केली.

- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांचे मॅनेजर यांनी निविदा अटी-शर्ती (RFP) प्रमाणे POC देणे बाबत असमर्थता दर्शविली.
- तसेच प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल पहाता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pv.Ltd. हे Disqualify अपात्र ठरत आहेत.

त्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक होते. त्यानुसार प्रकल्प सल्लागार यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेरनिविदा प्रसिध्द करणेत आलेली आहे. त्याचा तपशील पुढील प्रमाणे –

सदर विषयाची विभागाकडील फेर ई-निविदा सुचना क्र.१६(२०१८-१९) अन्वये दि. २२/१०/२०१८ रोजी फेरनिविदा काढण्यात आली. त्याची माहिती खालील प्रमाणे-

१) दि.३०/१०/२०१८ च्या प्रि-बीड मिटींग मध्ये आलेल्या मुदयाचा खुलासा व स्पष्टीकरण CSD तयार करुन प्रमाणे दि.०३/११/२०१८ रोजी प्रसिध्द केला.

२) प्रथम मुदतवाढ :- दि.२२/११/२०१८ ते ११/१२/२०१८ - शुन्य निविदा प्राप्त.

३) व्दितीय मुदतवाढ Corigendum क्र.१ सह:- दि.१२/१२/२०१८ ते २८/१२/२०१८ - शुन्य निविदा प्राप्त.

४) RFP मध्ये सुधारणेबाबत Corigendum क्र.२ प्रसिध्द दि.२४/१२/२०१८

५) तिसरी मुदतवाढ :- दि.२९/१२/२०१८ ते ०८/०१/२०१९ - शुन्य निविदा प्राप्त.

६) चौथी मुदतवाढ :- दि.०९/०१/२०१९ ते १८/०१/२०१९ - शुन्य निविदा प्राप्त.

७) पाचवी मुदतवाढ Corigendum सह:- दि.१९/०१/२०१९ ते २८/०१/२०१९ - शुन्य निविदा प्राप्त.

उपरोक्त पाच वेळा मुदतवाढ देऊनही प्रतिसाद मिळत नसल्याने मा.आयुक्त सो. यांचे सुचनेनुसार दुसरी प्री-बिड मिटींग घेण्याचे ठरले व त्यानुसार (दि.१६/०१/२०१९) मिटींग घेण्यात आली. प्री-बिड मिटींग मध्ये आलेल्या सुचनांनुसार त्याची उत्तरे व खुलासा Corigendum क्र.३ व्दारे प्रसिध्द केला व २८/०१/२०१९ रोजी पाचवी मुदतवाढ दिली.

८) सहावी मुदतवाढ :- दि.२८/०१/२०१९ ते ३०/०१/२०१९ – एक निविदा प्राप्त.

९) ॲटो मुदतवाढ (महाटेंडर सिस्टीम अंडर मेंटेनन्स असल्याने) :- दि.०४/२/२०१९ पर्यंत एक निविदा प्राप्त.

वरील प्रमाणे अनेक वेळा मुदतवाढी देण्यात आलेल्या आहेत. तसेच कामास मुदतवाढ देऊनही अल्प प्रतिसाद बघुन मुदतवाढ / फेरनिविदा प्रसिध्द करताना व RFP मध्ये सुधारणा निविदा समितीच्या मान्यतेने सादर केल्या आहेत. सदर निविदा समिती मध्ये मा. कार्यकारी अभियंता(विद्युत), मा.अधिक्षक अभियंता(वि-यां.), मुख्य कार्यकारी अधिकारी स्मार्ट सिटी कं.लि.नाशिक, मा.मुख्य वित्त व लेखाधिकारी मनपा नाशिक, मा.अतिरीक्त आयुक्त, यांचा समावेश आहे.

उपरोक्त प्रमाणे मुदतवाढींच्या कालावधीत ऑनलाईन निविदा प्रक्रीयेत एक निविदा प्राप्त झाली असून ती मे.टाटा प्रोजेक्ट्स लि. यांची आहे. सदर निविदेची तांत्रीक कागदपत्रे दि.०५/०२/२०१९ रोजी उघडण्यात आली असून मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी यांचेकडून तपासणी करुन घेण्यात आली.

त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि.०८/०२/२०१९ रोजी सादर केला आहे.

सदरच्या अहवालानुसार निविदा अटीशर्तींतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र होत असल्यामुळे निविदा समितीसमोर ठेवले असता त्यास दि.०८/०२/२०१९ रोजी मान्यता दिली. त्यानुसार मे.टाटा प्रोजेक्ट्स लि. यांना Proof of concept (POC) साठी दि.०८/०२/२०१९ रोजी कळविणेत आले.

Proof of concept (POC) साठी मा.आयुक्त सो. यांनी दि.१५/०९/२०१८ अन्वये खालील प्रमाणे तांत्रीक समिती गठीत केली आहे.

१) प्रकल्प अधिकारी MEDA नाशिक
२) कार्यकारी अभियंता MSEDCL नाशिक
३) Electrical-IT Expert प्रकल्प सल्लागार
४) कार्यकारी अभियंता (विद्युत) मनपा नाशिक
५) उप अभियंता (विद्युत) मनपा नाशिक

उपरोक्त समितीने प्रत्यक्ष दि.११/०२/२०१९ ते १८/०२/२०१९ पावेतो स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation केले असून त्यात मे.टाटा प्रोजक्टस् लि. हे यशस्वी झाले आहेत व तसा तांत्रीक समितीचा अहवाल प्राप्त झाला आहे. समितीचे अहवालानुसार मे.टाटा प्रोजक्टस् लि. यांनी निविदा अटी-शर्तीनुसार POC ची पुर्तता केली आहे. त्यातील मुख्य बाबी खालील प्रमाणे आहेत.

अ. क्र.	एलईडी फिटींग चा प्रकार निविदा अटी-शर्ती नुसार	निविदा अटी-शर्ती नुसार POCसाठी आवश्यक संख्या	रस्त्याचा प्रकार	ठिकाण	तांत्रीक पुर्तता अहवाल	As per BIS 1981Desired Lux level	Achieved Lux level
१	३० वॅट	३ नग	B-2	कृषीनगर लेन नं.१	पुर्तता केली	४ Lux	१०.६६ Lux
२	४० वॅट	३ नग	B-2	कृषीनगर लेन नं.२	पुर्तता केली	४ Lux	२०.३३ Lux
३	५५ वॅट	३ नग	B-1	कृषीनगर मुख्य रस्ता	पुर्तता केली	८ Lux	१८.७४ Lux
४	८५ वॅट	३ नग	B-1	डॉन बॉस्को रोड	पुर्तता केली	८ Lux	२०.७९ Lux
५	११० वॅट	६ नग	A-1	कॉलेज रोड	पुर्तता केली	३० Lux	३७.३८ Lux
६	२१० वॅट	६ नग	A -1	गंगापूर रोड	पुर्तता केली	३० Lux	३१.८१ Lux
७	स्मार्ट पॅनल	१ नग	--	कृषी नगर	पुर्तता केली	Test Passed	Test Passed

उपरोक्त प्रमाणे मे.टाटा प्रोजक्टस् यांनी POC साठी आवश्यक तांत्रीक बाबींची पुर्तता केलेली आहे व त्याचा सकारात्मक अहवाल प्रकल्प सल्लागार यांनी सादर केला आहे.

Proof of concept (POC) बाबतचा अहवाल RFP Condition नुसार पुर्तता करत असल्याने निविदा समितीची मान्यता घेऊन मे.टाटा प्रोजेक्टस् यांचा आर्थीक देकार Envlop-C (Financial bid) दि.२०/०२/२०१९ रोजी उघडणेत आला. त्यामध्ये मे.टाटा प्रोजक्टस् यांनी Commited Energy saving ६०%(साठ टक्के) इतके सादर केलेले आहेत. तसेच मनपा साठी Commited Percentage share ५% (पाच टक्के) इतका सादर केलेला आहे.

मे.टाटा प्रोजेक्टस् यांना दि.२१/२/२०१९ रोजी मनपाचा हिस्सा वाढविणे बाबत विचारण करण्यात आली. त्यास त्यांनी दि.२१/०२/२०१९ रोजी Committed Energy saving ६०%

इतके व मनपाचा Commited Percentage share ५% इतके बरोबर असले बाबत व त्यामध्ये वाढ करता येणार नसले बाबत कळवीले आहे.

सदर प्रकल्पाची निविदा अटी-शर्तींनुसार ठळक वैशिष्टये खालील प्रमाणे:-

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जाणार आहेत.
- सदर प्रकल्पात एल.ई.डी. लाईट बसविणेसाठी मनपास कोणतीही भांडवली गुंतवणूक करावी लागणार नाही.
- सदर प्रकल्पात पुढील किमान सात वर्ष पथदिप देखभाल दुरुस्ती कंपनी/ Concessionaire यांचे मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांसाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात २० स्मार्ट पोल येणार आहेत.त्यावर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हारमेंटल सेंन्सर्स बसविण्यात येणार आहेत.
- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरु, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.
- सदर प्रकल्पाकरीता स्मार्ट सिटी अंतर्गत उभारण्यात येणाऱ्या मध्यवर्ती कमांड कंट्रोल सेंटर मध्ये संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling होणार आहे.
- सदर प्रकल्पासाठी बँकेत ESCROW Account उघडणेत येणार आहे. त्यात निविदा अटी-शर्तीनुसार सर्वसाधारणपणे तिन महिन्यांचे लाईट बिलाइतकी रक्कम ESCROW खात्यात भरावी लागेल. मनपा पथदिपांचे बेस लाईन प्रमाणे सरासरी मासीक वीजबिलाची रक्कम भरणा करण्यात येणार आहे. त्यातून पथदिपांचे मासीक वीजबिल मरावि वितरण कंपनीस अदा होईल व बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले नंतर उर्वरीत रक्कम Concessionaire यांना मिळणार आहे.
- सदर प्रकल्प राबविताना Concessionaire Inspection report नुसार आवश्यकते प्रमाणे पोल, केबल, बॉक्स, अर्थींग इत्यादी अनुषंगीक कामे मनपास करुन दयावी लागणार आहेत.
- सदर प्रकल्पासाठी Concessionaire यांना SPV (Special purpose vehicle) स्थापन करता येणार आहे. त्यामध्ये मुख्य Concessionaire कंपनीचे किमान ५१% भाग भांडवल असणेची अट आहे.
- निविदा भरताना Concessionaire यांनी कमीत कमी वीजबचत कमीत कमी ५५% देणे व बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पात प्रत्येक सहा महिन्यांनी शासकीय अभियांत्रिकी महाविदयालय, तंत्र निकेतन,मेडा,शासनमान्य एनर्जी ऑडीटर किंवा एआयसीटीई ॲप्रुव्हड अभियांत्रीकी महाविद्यालय यांपैकी एका संस्थेकडून एनर्जी ऑडीट करणेत येणार आहे.
- प्रस्तावीत साधारण ९२०१४ फिटींग्ज् लावले नंतर अतिरिक्त नव्याने लावावयाच्या स्मार्ट लाईट्स साठी Concessionaire यांनी सादर केलेल्या दराप्रमाणे फिटींग्ज घेणेत येतील, त्याचे दर पुढील प्रमाणे.

Sr.No.	Type of smart LED light fixture	Cost per fixture (in Rs.) (Inclusive of all taxes)	Annual operation & maintenance cost (in Rs.) (Inclusive of all taxes)	Warrenty period per fixture
1	45 W ± 5%	4650	767	7 years
2	60 W ± 5%	5555	767	7 years
3	90 W ± 5%	8420	826	7 years
4	120 W ± 5%	10150	826	7 years
5	210 W ± 5%	14250	855	7 years

- तसेच अस्तीत्वातील पोलवर असलेल्या सर्व प्रकारच्या फिटींग्ज Concessionaire ने खालील दराप्रमाणे परत घेण्याची तयारी दर्शविली आहे.

Sr.No.	Type of sodium light fixtures	Quantity (A)	Unit Amt. (Rs.) (B) (Inclusive of all taxes)	Total Amt. (Rs.) (Inclusive of all taxes) C = A * B
1	70 Watt	28056	300	8416800
2	150 Watt	28731	350	10055850
3	250 Watt	8841	400	3536400
4	400 Watt	1817	450	817650
5	T-5 96 Watt	8010	150	1201500
			Total :	24028200

Sr.No.	Type of LED light fixtures	Quantity(A)	Unit Amt. (Rs.) (B) (Inclusive of all taxes)	Total Amt. (Rs.) (Inclusive of all taxes) C = A * B
1	45 Watt	3522	560	1972320
2	60 Watt	9481	560	5309360
3	90 Watt	2976	672	1999872
4	120 Watt	580	672	389760
			Total :	19343624

वरील निविदा प्रक्रीया पुर्ण करून निविदा मान्यतेसाठी मा.स्थायी समिती समोर जा.क्र.मनपा/विद्युत-यांत्रिकी/वशि/१८६/२१९ दि.२५/०२/२०१९ अन्वये ठेवणेत आले. मा.स्थायी समितीने सभा क्र.२२ दि. २८/०२/२०१९ ठराव क्र.३१४ अन्वये सदरचा प्रकल्प PPP तत्वावर असल्यामुळे प्रकल्पाचे Concessionaire मे.टाटा प्रोजक्ट्स यांनी LOA / कार्यादेशाच्या दिनांकापासून १५ दिवसांचे आंत PBG (Performance bank guarantee) पुर्तता करणे बाबत केलेल्या विनंती नुसार व मनपास प्रकल्पाची निकड लक्षात घेता निविदा अटी-शर्तीप्रमाणे परफॉरमन्स बँक गॅरंटी (PBG) भरून करारनामा करणेस मा.स्थायी समितीने मान्यता दिली आहे.

मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ अन्वये मान्यता दिले नुसार मे.टाटा प्रोजेक्टस् लि. यांना जा.क्र.२३८ दि.०६/३/२०१९ अन्वये LOA देण्यात आला, व परफॉरमन्स बँक गॅरंटी सादर करणे बाबत कळविण्यात आले. त्यानुसार मे.टाटा प्रोजेक्टस् लि. यांनी र.रु.८.२५ कोटीची बँक गॅरंटी नं. 1303919BG0000165 स्टेटबँक ऑफ इंडीया, आनंद बाजार कॉलनी ब्रँच,हैद्रबाद(IFSC Code SBIN 0013039) dt. 29/03/2019 प्रमाणे सादर केली आहे.तसेच दि.०४/४/२०१९ व दि.१७/७/२०१९ अन्वये मे.टी.पी.ल्युमिनियर प्रा.लि. या SPV बरोबर काम करणार असल्याचे कळविले आहे.

तथापी -

मुद्दा क्र.१ - ॲग्रीमेंट करणे बाबत मे.टाटा प्रोजेक्टस् लि. यांना कॉन्ट्रॅक्ट ॲग्रीमेंट दि. ०९/५/२०१९, ३१/०५/२०१९ रोजी ई-मेल व्दारे पाठविण्यात आले आहे व ESCROW ॲग्रीमेंट ड्राफ्ट दि.०९/०५/२०१९, २३/०५/२०१९, ३१/०५/२०१९, १०/०६/२०१९ व २४/६/२०१९ रोजी ई-मेल व्दारे पाठविण्यात आला आहे. परंतू मे.टाटा प्रोजेक्टस् लि. यांनी खालील मुद्दा उपस्थीत केला आहे.

अ) कामाचे प्रकल्प सलागार प्रकल्प सल्लागार M/s.KPMG यांनी सादर केलेला RFP मधील पृष्ठ क्र.५३ मुद्दा क्र.४.४ मध्ये ESCROW Account हे काम पुर्ण झाले नंतर(९ महिने) उघडणेत येईल असा उल्लेख केलेला आहे.

ब) त्याच RFP मध्ये पृष्ठ क्र.१२६ मुद्दा क्र.४.२-b मध्ये ESCROW Account हे कॉन्ट्रॅक्ट ॲग्रीमेंट नंतर ३० दिवसांत उघडणेत येईल असा उल्लेख आहे.

वरील अ अणि ब चा विचार करता मे.टाटा प्रोजेक्टस् लि.हे ESCROW Account हे कॉन्ट्रॅक्ट ॲग्रीमेंट नंतर ३० दिवसांत उघडणे बाबत आग्रही असल्याने अद्यापही त्यांनी ॲग्रीमेंट केलेले नाही. तरी सदर ESCROW Account ॲग्रीमेंट केल्या नंतर ३० दिवसांनंतर उघडल्यास व रक्कम डिपॉझीट केल्यास मे.टाटा प्रोजेक्टस् लि. यांनी सुचविलेली बँकेने मनपास एफ.डी. वर मिळत असलेल्या व्याजदरा इतकाच व्याजदर देणेचे मान्य केले आहे. त्यामुळे मनपाचे कुठलेही आर्थीक नुकसान होत नसल्याने ESCROW Account उघडणे बाबत निर्णय होणेस विनंती.

मुद्दा क्र.२ - वरील प्रकल्प राबविणे बाबत काही मनपा सदस्यांनी जून २०१८ च्या महासभेत चर्चा केली तसेच लेखी पत्र देऊन सदरचा प्रकल्प राबविल्यामुळे मनपाच्या होणाऱ्या (पुर्वीच्या BOT तत्वावर LED फिटींग लावणे मक्तेदार मे. MIC इलेक्ट्रॉनीक्स, हैद्राबाद) नुकसानी बाबत लेखी आक्षेप कळविले आहेत.

नाशिक मनपाचे पुर्वीचे सन २०१२-१३ मधील BOT तत्वावर LED फिटींग लावणे या कामाचे मक्तेदार मे.MIC इलेक्ट्रॉनीक्स यांचे बरोबर नाशिक जिल्हा न्यायालयात दोन दावे सुरु होते, त्यापैकी दावा क्र.१०/२०१५ चा अंतीम निकाल दि.०८/०३/२०१९ प्रमाणे लागला असून त्याप्रमाणे मा.आर्बीट्रेशन ॲक्टीव्हीटी दोनही पार्टींनी ९० दिवसांत चालू करणे बाबत आदेशीत केले आहे. त्याप्रमाणे मनपाने, मनपाच्या वतीने अतिरीक्त मुख्य सचिव(सेवानिवृत्त) श्री.टी.सी.बेंजामीन यांची नियुक्ती करुन तशी नोटीस दि.१०/०५/२०१९ मनपाचे वकील श्री.पी.नारायण,पुणे यांचे तर्फे मे.MIC इलेक्ट्रॉनीक्स यांना दिली असता, त्यांनी त्याबाबत दि.२०/०६/२०१९ च्या ई-मेल व्दारे NCLT हैद्राबादच्या दि.१८/०३/२०१८ च्या निकालाचा संदर्भ देऊन त्यांचे वकीला मार्फत पत्र दिलेले आहे. तसेच मनपाचे सदस्य श्री.गजानन शेलार, श्री.गुरुमीत बग्गा, श्री.सलीम शेख, सौ.नंदीनी बोडके, श्री.शाहू खैरे, श्रीमती संमीना मेमन यांनी लेखी आक्षेप घेऊन मे. MIC इलेक्ट्रॉनीक्स, हैद्राबाद बरोबरच्या दाव्यात त्यांनी दिलेली टर्मीनेशनची नोटीस मनपाने स्विकारलेबाबत आक्षेप नोंदविले आहेत.

उपरोक्त बाबत मनपाचे वकील (Sinior counsel) श्री.पी.नारायण,पुणे यांचेकडे उपरोक्त संदर्भ देऊन मनपाचे PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणेबाबत त्यांचे अभिप्राय मागविणे बाबत दि.१८/७/२०१९ रोजी पत्र दिले.

याबाबत मनपाचे वकील (Sinior counsel) श्री.पी.नारायण,पुणे यांनी दि. ३१/०७/२०१९ रोजी ई-मेलव्दारे अभिप्राय दिला असून त्याची प्रत नस्तीसमवेत जोडण्यात आली आहे. त्यात त्यांनी शेवटच्या परिच्छेदात पुढील प्रमाणे नमूद केले आहे.

" That in light of what is stated above there is no impediment in way of municipal corporation floating another tender and allotting contract to any third party at cost and risk to MIC Electronics, I hope this satisfies your query."

तसेच मे.MIC इलेक्ट्रॉनीक्स, हैद्राबाद यांनी नाशिक जिल्हा न्यायालय येथील दावा क्र.२९४/२०१५ व दावा क्र.१०/२०१५ च्या दि.०८/०३/२०१९ च्या अंतीम निकालाप्रमाणे अर्बीट्रेटरची नेमणूक न केल्यामुळे त्यांचे विरुध्द मुंबई उच्च न्यायालयात

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पिटीशन फाईल करणे बाबत मनपाचे उच्च न्यायालयाचे वकील श्री.वैभव पाटणकर यांनासुध्दा दि.११/०७/२०१९ रोजी संपुर्ण माहिती देऊन व मा.आयुक्त सो. यांचेशी भ्रमणध्वनीव्दारे चर्चा करून हाय कोर्टात पिटीशन फाईल करणेबाबत मनपा अधिकाऱ्यांकरवी संपुर्ण माहिती देऊन दि.१८/०७/२०१९ च्या पत्राप्रमाणे पुढील कार्यवाही करणेबाबत ॲड.श्री.पाटणकर यांना कळविले आहे. त्याप्रमाणे त्यांनी कार्यवाही चालू केलेचे कळविले आहे.

वरील दोन बाबींचे अवलोकन होऊन कॉन्ट्रॅक्ट ॲग्रीमेंट व ESCROW ॲग्रीमेंट बाबत सदर प्रकल्पाच्या निविदा समितीमध्ये चर्चा होऊन करारनामा करून पुढील कार्यवाही करणेसाठी निविदा समितीसमोर ठेवण्याचे ठरविले. त्यानुसार दि.०२/०८/२०१९ रोजी मा.अतिरीक्त आयुक्त(शहर) यांचे अध्यक्षतेखाली निविदा समितीची बैठक बोलावण्यत आली. निर्णय होणेबाबत विनंती आहे.

उपरोक्त प्रमाणे सर्व माहिती दि.०२/०८/२०१९ रोजी निविदा समिती समोर ठेवली, त्यात चर्चा होऊन निविदा समितीने खालीलप्रमाणे शिफारस केली आहे.

१) मुद्दा क्र.१ वर चर्चा होऊन मनपाचे आर्थीक नुकसान होत नसल्याने व RFP ESCROW Agreement draft मध्ये पृष्ठ क्र.१२६ मुद्दा क्र.४.२-b मध्ये ESCROW Account हे कॉन्ट्रॅक्ट ॲग्रीमेंट नंतर ३० दिवसांत उघडणेस व तिन महिन्यांचे पथदिव्यांचे वीज देयक रक्कम डिपॉझीट करणेची कार्यवाही करणेस हरकत नाही.

२) मुद्दा क्र.२ वर चर्चा होऊन मनपाचे वकील(Senior counsel) श्री.पी.नारायण,पुणे यांचे दि.३१/०७/२०१९ रोजीचे सल्ल्यावर चर्चा होऊन मनपाची विद्युत व्यवस्था व पथदीप हे आवश्यक व प्राथमीक कर्तव्य असल्याने आणि अशा प्रकारचे काम करणेसाठी कोणत्याही न्यायालयाचा स्थगीती आदेश नसल्याने तसेच कायदेविषयक सल्लागार यांनी सदर स्मार्ट लाईट प्रकल्पाबाबत पुढील कार्यवाही करणेसाठी कोणतीही कायदेशीर अडचण नाही असा अभिप्राय दिल्याने, मे.टाटा प्रोजक्टस् लि. यांचेशी करारनामा करून त्यांना कार्यादेश देणे बाबत विभागाने कार्यवाही करणेस हरकत नाही.

मा.कार्यकारी अभियंता(विद्युत) 21/8/2019

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 21/8/19

मा.मुख्य वित्त व लेखाधिकारी

मा.मुख्यलेखा परिक्षक

मा.मुख्य कार्यकारी अधिकारी,NMSCDCL

मा.अतिरीक्त आयुक्त सो.(प्रभारी) 21/8/19

दि.०२/०८/२०१९

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा. महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) दि.०२/०८/२०१९ रोजीची निविदा समितीची बैठक.

उपरोक्त संदर्भ क्र.४ नुसार दि.०२/०८/२०१९ रोजी निविदा समितीची बैठक पार पडली. त्यात मा.अतिरीक्त आयुक्त साो., मा.मुख्य कार्यकारी अधिकारी-NMSCDCL, मा.मुख्य लेखापरिक्षक, मा.मुख्य वित्त व लेखाधिकारी, मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी), मा.कार्यकारी अभियंता(विद्युत) हे समिती सदस्य उपस्थित होते.

निविदा समितीने खालील मुद्दयांवर चर्चा करून शिफारस केली आहे.

मुद्दा क्र.१ - ॲग्रीमेंट करणे बाबत मे.टाटा प्रोजेक्टस् लि. यांना कॉन्ट्रॅक्ट ॲग्रीमेंट दि. ०९/५/२०१९, ३१/०५/२०१९ रोजी ई-मेल व्दारे पाठविण्यात आले आहे व ESCROW ॲग्रीमेंट ड्राफ्ट दि.०९/०५/२०१९, २३/०५/२०१९, ३१/०५/२०१९, १०/०६/२०१९ व २४/६/२०१९ रोजी ई-मेल व्दारे पाठविण्यात आला आहे. परंतू मे.टाटा प्रोजेक्टस् लि. यांनी खालील मुद्दा उपस्थीत केला आहे.

कामाचे प्रकल्प सलागार M/s.KPMG यांनी सादर केलेला RFP मधील पृष्ठ क्र.५३ मुद्दा क्र.४.४ मध्ये ESCROW Account हे काम पुर्ण झाले नंतर(९ महिने) उघडणेत येईल असा उल्लेख केलेला आहे. परंतु त्याच RFP मधील Concession Agreement मध्ये पृष्ठ क्र.१२६ मुद्दा क्र.४.२-b मध्ये ESCROW Account हे कॉन्ट्रॅक्ट ॲग्रीमेंट केल्या नंतर ३० दिवसांत उघडणेत येईल असे नमूद आहे.

वरील दोनही बाबींचा विचार करता मे.टाटा प्रोजेक्टस् लि. हे ESCROW Account हे कॉन्ट्रॅक्ट ॲग्रीमेंट नंतर ३० दिवसांत उघडणे बाबत मागणी असल्याने अद्यापही त्यांनी ॲग्रीमेंट केलेले नाही. RFP मधील Concession Agreement प्रमाणे ३० दिवसांत ESCROW Account उघडणे बंधनकारक आहे. तरी सदर ESCROW Account ॲग्रीमेंट केल्यानंतर ३० दिवसांत उघडल्यास व रक्कम डिपॉझीट केल्यास मे.टाटा प्रोजेक्टस् लि. यांनी सुचविलेली बँकेने मनपास एफ.डी. वर मिळत असलेल्या व्याजदरा इतकाच व्याजदर ESCROW Account मध्ये ठेवण्यात येणाऱ्या डिपॉझीटवर देणेचे मान्य केले आहे. त्यामुळे मनपाचे कुठलेही आर्थीक नुकसान होत नसल्याने ESCROW Account करारनाम्या नंतर ३० दिवसांत उघडणे व त्यानुसार कारारनामा करणे बाबत पुढील कार्यवाही करणे बाबत समितीच्या बैठकीत सविस्तर चर्चा झाली.

समितीने पृष्ठ क्र.१९७ वर केलेली शिफारस : मुद्दा क्र.१ वर चर्चा होऊन मनपाचे आर्थीक नुकसान होत नसल्याने व RFP ESCROW Agreement draft मध्ये पृष्ठ क्र.१२६ मुद्दा क्र.४.२-b मध्ये ESCROW Account हे कॉन्ट्रॅक्ट ॲग्रीमेंट नंतर ३० दिवसांत उघडणेस व तिन महिन्यांचे पथदिव्यांचे वीज देयक रक्कम डिपॉझीट करणेची कार्यवाही करणेस हरकत नाही.

(२९४) (१००)

मुद्दा क्र.२ - वरील प्रकल्प राबविणे बाबत काही मनपा सदस्यांनी जून-२०१८ च्या महासभेत चर्चा केली तसेच लेखी पत्र देऊन सदरचा प्रकल्प राबविल्यामुळे मनपाच्या होणाऱ्या (पुर्वीच्या BOT तत्वावर LED फिटींग लावणे मक्तेदार मे. MIC इलेक्ट्रॉनीक्स, हैद्राबाद) नुकसानी बाबत लेखी आक्षेप कळविले आहेत.

नाशिक मनपाचे पुर्वीचे सन २०१२-१३ मधील BOT तत्वावर LED फिटींग लावणे या कामाचे मक्तेदार मे.MIC इलेक्ट्रॉनीक्स, हैद्राबाद यांचे बरोबर नाशिक जिल्हा न्यायालयात दोन दावे सुरु होते, त्यापैकी दावा क्र.१०/२०१५ चा अंतीम निकाल दि.०८/०३/२०१९ प्रमाणे लागला असून त्याप्रमाणे मा.आर्बीट्रेशन ॲक्टीव्हीटी दोनही पार्टींनी ९० दिवसांत चालू करणे बाबत आदेशीत केले आहे. त्याप्रमाणे मनपाने, मनपाच्या वतीने अतिरीक्त मुख्य सचिव(सेवानिवृत्त) श्री.टी.सी.बेंजामीन यांची नियुक्ती करून तशी नोटीस दि.१०/०५/२०१९ मनपाचे वकील श्री.पी.नारायण,पुणे यांचे तर्फे मे.MIC इलेक्ट्रॉनीक्स यांना दिली असता, त्यांनी त्याबाबत दि.२०/०६/२०१९ च्या ई-मेल व्दारे NCLT हैद्राबाद च्या दि.१८/०३/२०१८ च्या निकालाचा संदर्भ देऊन त्यांचे वकीलांमार्फत पत्र दिलेले आहे. तसेच मनपाचे सदस्य श्री.गजानन शेलार, श्री.गुरुमीत बग्गा, श्री.सलीम शेख, सौ.नंदीनी बोडके, श्री.शाहू खैरे, श्रीमती समीना मेमन यांनी लेखी आक्षेप घेऊन मे. MIC इलेक्ट्रॉनीक्स, हैद्राबाद बरोबरच्या दाव्यात त्यांनी दिलेली टर्मीनेशनची नोटीस मनपाने स्विकारलेबाबत आक्षेप नोंदविले आहेत.

उपरोक्त बाबत मनपाचे वकील(Senior counsel) श्री.पी.नारायण,पुणे यांचेकडे उपरोक्त संदर्भ देऊन मनपाचे PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत त्यांचे अभिप्राय मागविणे बाबत दि.१८/७/२०१९ रोजी पत्र दिले.

याबाबत मनपाचे वकील (Senior counsel) श्री.पी.नारायण,पुणे यांनी दि. ३१/०७/२०१९ रोजी ई-मेलव्दारे अभिप्राय दिला असून त्याची प्रत नस्तीसमवेत जोडण्यात आली आहे. त्यात त्यांनी शेवटच्या परिच्छेदात पुढील प्रमाणे नमूद केले आहे.

" That in light of what is stated above there is no impediment in way of municipal corporation floating another tender and allotting contract to any third party at cost and risk to MIC Electronics, I hope this satisfies your query."

तसेच मे.MIC इलेक्ट्रॉनीक्स, हैद्राबाद यांनी नाशिक जिल्हा न्यायालय येथील दावा क्र.२९४/२०१५ व दावा क्र.१०/२०१५ च्या दि.०८/०३/२०१९ च्या अंतीम निकालाप्रमाणे अर्बीट्रेटरची नेमणूक न केल्यामुळे त्यांचे विरूध्द मा.मुंबई उच्च न्यायालयात पिटीशन फाईल करणे बाबत मनपाचे उच्च न्यायालयाचे वकील श्री.वैभव पाटणकर यांनासुध्दा दि.११/०७/२०१९ रोजी संपुर्ण माहिती देऊन व मा.आयुक्त साो. यांचेशी भ्रमणध्वनीव्दारे चर्चा करून मा.मुंबई उच्च न्यायालयात पिटीशन फाईल करणेबाबत मनपा अधिकाऱ्यांकरवी संपुर्ण माहिती देऊन दि.१८/०७/२०१९ च्या पत्राप्रमाणे पुढील कार्यवाही करणे बाबत ॲड.श्री.पाटणकर यांना कळविले आहे. त्याप्रमाणे त्यांनी कार्यवाही चालू केलेचे कळविले आहे.

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विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

समितीने पृष्ठ क्र.१९७ वर केलेली शिफारस : मुद्दा क्र.२ वर चर्चा होऊन मनपाचे वकील(Senior counsel) श्री.पी.नारायण, पुणे यांचे दि.३१/०७/२०१९ रोजीचे सल्ल्यावर चर्चा होऊन मनपाची विद्युत व्यवस्था व पथदीप हे आवश्यक व प्राथमीक कर्तव्य असल्याने आणि अशा प्रकारचे काम करणेसाठी कोणत्याही न्यायालयाचा स्थगीती आदेश नसल्याने तसेच कायदेविषयक सल्लागार यांनी सदर स्मार्ट लाईट प्रकल्पाबाबत पुढील कार्यवाही करणेसाठी कोणतीही कायदेशीर अडचण नाही असा अभिप्राय दिल्याने, मे.टाटा प्रोजक्टस् लि. यांचेशी करारनामा करून त्यांना कार्यादेश देणे बाबत विभागाने कार्यवाही करणेस हरकत नाही.

निविदा समितीने दि.०२/०८/२०१९ रोजीच्या बैठकीत उपरोक्त प्रमाणे केलेल्या शिफारशींनुसार व निविदा अटी-शर्ती प्रमाणे मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांनी स्थापन केलेली SPV यांचेशी कार्यकारी अभियंता(विद्युत) यांनी करारनामा करणेस व कार्यादेश देणेस मान्यता मिळणेस विनंती.

मा.उपअभियंता (विद्युत) 2/8

मा.कार्यकारी अभियंता(विद्युत) 2/8/19

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 2/8/19

मा.अतिरीक्त आयुक्त(शहर) सो. 3/8/19

मा.आयुक्त सहोदय 03-08-19

आयुक्त कार्यालय,नामनपा
नस्ती क्रमांक :- Elec/24
आवक दिनांक :- 3/8/2019
जावक दिनांक :- 3/8/2019

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दि.२०/०८/२०१९

सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा. महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) दि.०२/०८/२०१९ रोजीची निविदा समितीची बैठक.

५) मे. टाटा प्रोजक्टस् ल्युमिनियर लि. यांचे Circular resolution No. 01/2019-20 dt.17/07/2019 passed by the board of directors of TP Luminiairs Privet Ltd.

६) मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांचे TPL-M/UI-SC/NSL/A19 Dt. 20/08/2019.

उपरोक्त संदर्भ क्र.४ नुसार दि.०२/०८/२०१९ रोजीच्या बैठकीत निविदा समितीने केलेल्या शिफारशींनुसार व निविदा अटी-शर्ती प्रमाणे मे. टाटा प्रोजक्टस् ल्युमिनियर लि. यांनी स्थापन केलेली SPV टी.पी. ल्युमिनियर प्रा. लि.(CIN No. U45309TG2018PTC128877 Dt.10/12/2018) यांचेशी, कार्यकारी अभियंता (विद्युत) यांनी करारनामा करणेस व कार्यादेश देणेस मान्यता दिली आहे. निविदा समितीच्या निर्णयानुसार मा.आयुक्त महोदय यांनी देखील दि.०३/०८/२०१९ रोजी करारनामा करणेस व कार्यादेश देणेस मान्यता दिलेली आहे.

त्यानुसार मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांनी र.रु.५००/- च्या स्टँप पेपरवर दि.२०/०८/२०१९ रोजी करारनामा करून दिला आहे, सदरचा करारनामा मान्यता व स्वाक्षरीस्तव सादर.

करारनामा स्वाक्षरी झाल्यास सोबत या कामाची वर्क ऑर्डर सादर केली आहे, त्यावर स्वाक्षरी होणेस विनंती.

कनिष्ठ अभियंता (वि.) 20/8/19 20/8/19

मा.उप अभियंता (वि.) 20/8/2019 20/8/2019

मा.कार्यकारी अभियंता (वि.) उपरोक्त प्रमाणे Agreement व WO माहितीसाठी सा.
20/8/19 सविनय सादर.

मा. अधिक्षक अभियंतम (वि-प्रं) माहितीसाठी सादर 21/8/19

मा. आयुक्त सो 21-08-19

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दि.०१/०१/२०२०

सविनय सादर,

विषय : नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या कामाचे दस्तऐवज मनपा वेबसाईटवर प्रसिध्द करणेस मान्यता मिळणे बाबत.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या कामाची वर्कऑर्डर क्रमांक HO/03 दि.२०/०८/२०१९ रोजी मे.टी.पी. ल्युमिनीयर्स प्रा.लि. यांना देणेत आलेली आहे. व कंपनीने नाशिक शहरात काम करणे सुरु केले आहे.

सदर प्रकल्पाच्या कागदपत्रांची विविध स्तरांवरुन मागणी करण्यात येत आहे. सदर प्रकल्पाची पारदर्शकता राखणेसाठी या प्रकल्पाचे दस्तऐवज मनपा वेबसाईटवर Know Your Works Portal वर PDF upload करणे आवश्यक आहे असे मत आहे.

सबब नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या प्रकल्पाचे दस्तऐवज मनपा वेबसाईटवर Know Your Works Portal वर PDF upload करणेस मान्यता व पुढील आदेशार्थ सादर.

मा.उप अभियंता(विद्युत) 28/1

मा.कार्य.अभियंता(विद्युत) 29/01/2020

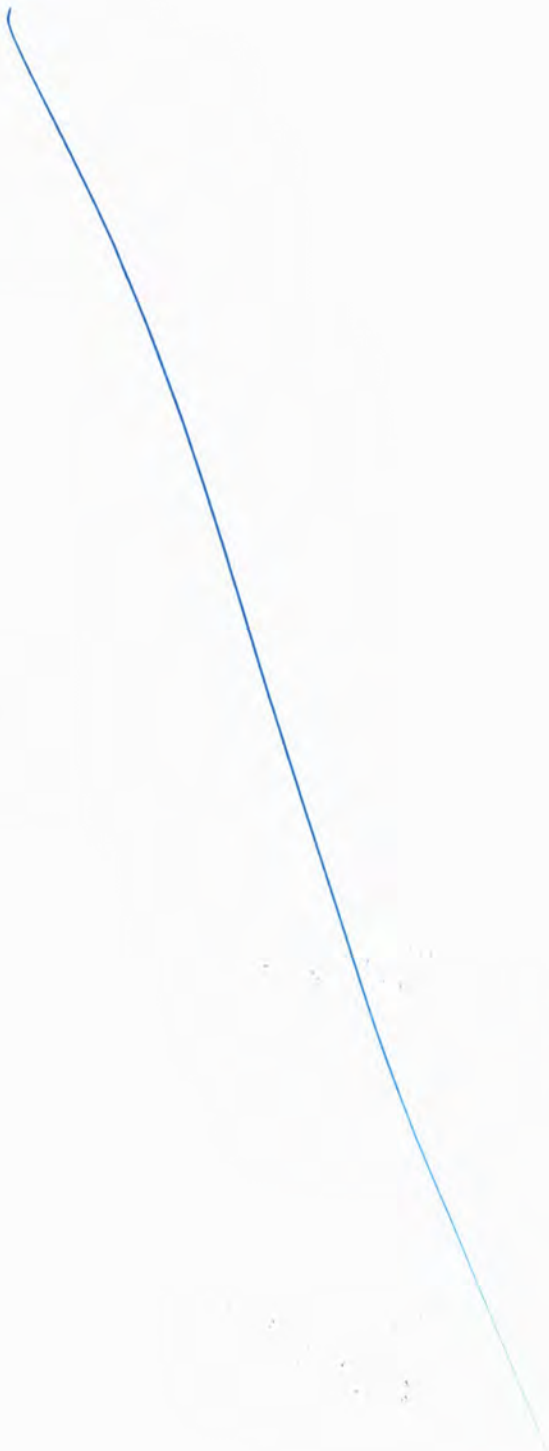
मा.अधिक्षक अभियंता(वि.यं.) 29/01/2020

ना.म.न.पा. विद्युत
आवक नं. R40.70
दिनांक:- 31/1/2020

मा.आयुक्त महोदय

05/02/2020

आयुक्त कार्यालय,न.म.न.पा.
नस्ती क्रमांक :- Elect/24
आवक दिनांक :- 4/2/2020
जावक दिनांक :- 5/2/2020



2229

दि.१२/०२/२०२०

सविनय सादर,

कामाचे नांव : नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे.

संदर्भ : १) मे.टी.पी. ल्युमिनीयर्स प्रा.लि. यांनी कामाची निविदा बयाना रक्कम परत मिळणे बाबत दि.३०/०९/२०१९ रोजी दिलले पत्र.

२) नाशिक स्मार्ट सिटी डेव्हलपमेंट कॉर्पो.लि. यांचे दि.०३/१०/२०१९ चे पत्र.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या कामाची वर्कऑर्डर क्रमांक HO/03 दि.२०/०८/२०१९ रोजी मे.टी.पी. ल्युमिनीयर्स प्रा.लि. यांना देणेत आलेली आहे.

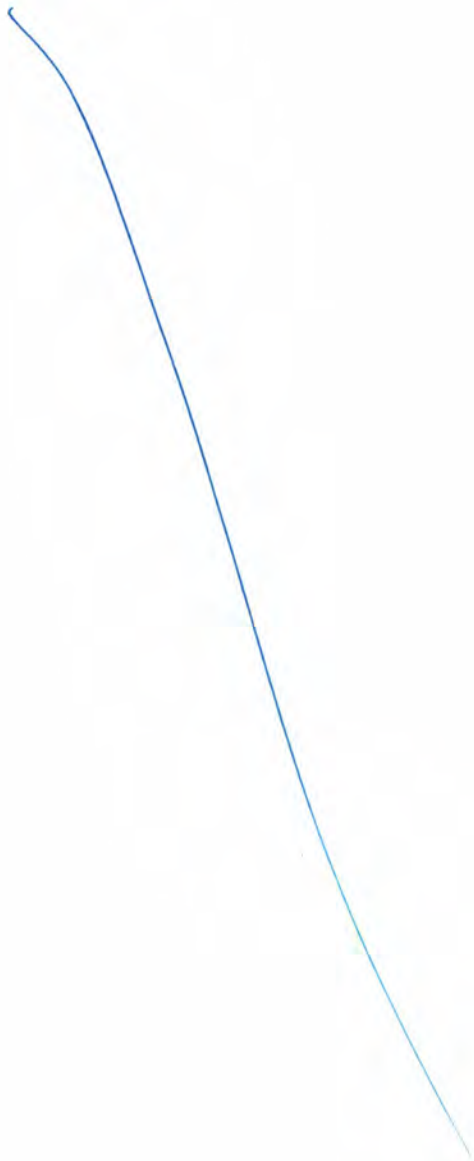
मे.टी.पी. ल्युमिनीयर्स प्रा.लि. यांनी इकडेस पत्र सादर करून सदर कामाकरीता ऑनलाईन भरलेली निविदा बयाना रक्कम रू.८५,००,०००/- (र.रु.पंचाऐंशी लक्ष) फक्त परत मिळणेस विनंती केली आहे.

सदर कमाची वर्कऑर्डर देण्यात आलेली असल्याने व काम सुरु झालेले असल्याने मे.टी.पी.ल्युमिनीयर्स प्रा.लि.यांनी ऑनलाईन भरलेली निविदा बयाना रक्कम रुपये ८५,००,०००/- (र.रु.पंचाऐंशी लक्ष) फक्त त्यांना परत करणेस मान्यतेस्तव सादर.

मा.उप अभियंता(विद्युत) 12/2

मा.कार्य.अभियंता(विद्युत) 13/02/2020

मा.अधिक्षक अभियंता(वि.यां.) Take report of Pune on this 14/2



fz-223

दि.०३/०३/२०२०

सविनय सादर,

कामाचे नांव : नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या कामाची भरलेली निविदा बयाना रक्कम अदा करणे बाबत.

संदर्भ : १) मे.टी.पी. ल्युमिनीयर्स प्रा.लि. यांनी कामाची निविदा बयाना रक्कम परत मिळणे बाबत दि.३०/०९/२०१९ रोजी दिलले पत्र.
२) नाशिक स्मार्ट सिटी डेव्हलपमेंट कॉर्पो.लि. यांचे दि.०३/१०/२०१९ चे पत्र.
३) PMC यांचा दि.२८/०२/२०२० रोजीचा रिपोर्ट (ई-मेल).

मा.अधिक्षक अभियंता (वि.यां.) मागील पृष्ठ क्र.२२१ वर आदेशीत केले नुसार PMC यांचा रिपोर्ट घेणेस आदेशीत केले नुसार, त्यांचा रिपोर्ट त्यांनी दि.२८/२/२०२०चे ई-मेल व्दारे रिपोर्ट सादर केला आहे,अवलोकन होणेस विनंती. त्यात PMC यांनी" EMD may be refunded to concessionaire" असे कळविले आहे.

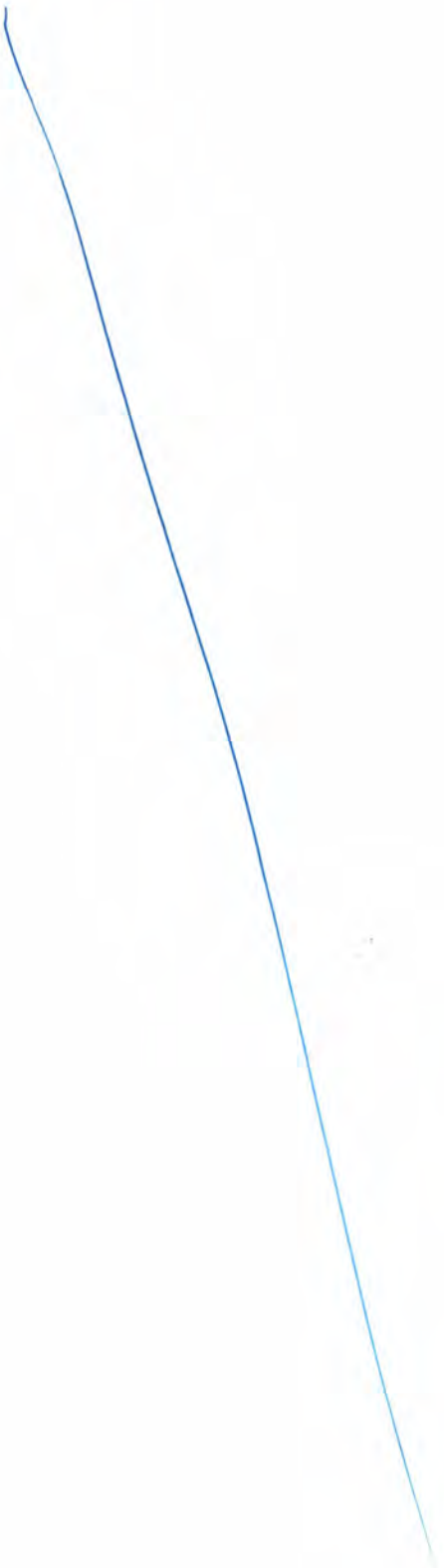
सबब मे.टी.पी.ल्युमिनीयर्स प्रा.लि.यांनी ऑनलाईन भरलेली निविदा बयाना रक्कम रुपये ८५,००,०००/- (र.रु.पंचाऐंशी लक्ष) फक्त त्यांना परत करणेस पुढील आदेशार्थ सादर.

मा.उप अभियंता(विद्युत) 3/3

मा.कार्य.अभियंता(विद्युत) 4/3

OK As per MIT

मा.अधिक्षक अभियंता(वि.यां.) 4/3/2020



224 विद्युत-यांत्रिकी विभाग

दिनांक ०८/०७/२०२०

सविनय सादर,

विषय: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या कामास मुदतवाढ मिळणे बाबत.

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा. महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) दि.०२/०८/२०१९ रोजीची निविदा समितीची बैठक.

५) मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांचे Circular resolution No. 01/2019-20 dt.17/07/2019 passed by the board of directors of TP Luminiairs Privet Ltd.

६) मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांचे TPL-M/UI-SC/NSL/A19 Dt. 20/08/2019.

७) कामाचा आदेश जा.क्र.H.O.03 Dt.20/08/2019

८) कामाची मुदत दि.२०/०८/२०१९ पासुन पुढे ९.५ महीने(दि.०६/०६/२०२०)

९) मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांना देण्यात आलेली कारणे दाखवा नोटीस मनपा विद्युत जा.क्र.४३० दि.२२/०५/२०२०

१०) मा.केंद्रशासनाचे कोविड-१९ मुळे निर्माण झालेल्या परिस्थीतीमुळे प्रकल्पांना किमान ६ महिन्यांची मुदतवाढ देणे बाबतचे निर्देश.

११) मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांचे TPLL-NMC-SC/08/102 Dt. 30/05/2020.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे कामी प्राकलन बनवून, निविदा काढून न्युनतम मक्तेदार मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांना वर्क ऑर्डर देण्यात आलेली आहे. त्यानुसार कंपनीने मनपा क्षेत्रातील विविध प्रभागांत काम करणेस सुरुवात केली होती. सदर काम दि.०६/०६/२०२० पर्यंत पुर्ण करणे अपेक्षीत होते.

- तथापी माहे मार्च-२०२० पासून कोविड-१९ विषाणू प्रादुर्भावामुळे लावण्यात आलेल्या लॉकडाऊनमुळे कंपनी मधील फिटींगचे उत्पादन कर्मचाऱ्यांच्या उपस्थिती अभावी बंद झाले. त्यामुळे फिटींगचा पुरवठा वेळेवर झाला नाही. तसेच प्रत्यक्ष साईटवर फिटींग लावण्याचे काम करणारे कर्मचारी उपलब्ध नसल्याने काम पुर्णपणे बंद झाले. मात्र मनपा ने वेळोवेळी पाठपुरावा करून मे-२०२० पासून काम काही प्रमाणात सुरू करण्यात आलेले आहे.
- सद्यस्थितीत दि.२३/०६/२०२० पावेतो एकूण ४६३३८ फिटींग्ज विविध प्रभागांत लावणेत आलेल्या आहेत. आरएफपी प्रमाणे अंदाजे ९२००० फिटींग्ज् बदलावयाच्या आहेत. सदरचे काम प्रगतीपथावर असताना दि.२०/०९/२०१९ ते २४/१०/२०१९ पावेतो विधानसभा निवडणूक-२०१९ करीता आदर्श आचारसंहीता लागू झाली. त्यामुळे सदरच्या कालावधीत उपरोक्त काम काही प्रभागांत सुरू केलेले नसल्यामुळे आचार संहिता कालावधीतही सुरू करता आले नाही. मात्र तदनंतर सर्व प्रभागांत काम सुरू करण्यात आले.

• तसेच कोविड-१९ च्या परिस्थीतीत लॉकडाऊन टप्प्या टप्प्याने शिथील होत आहे. सद्यस्थितीत ३०% कर्मचाऱ्यांवर कंपनीमधील फिटींगचे उत्पादन सुरु झाले आहे. उत्पादनानंतर उपलब्ध होणाऱ्या फिटींग्ज् लावण्याचे काम सुरु आहे. आजमितीस प्रभागनिहाय एलईडी फिटींग लावल्याची संख्या खालील तक्त्यात नमूद केली आहे.

• स्मार्ट कंट्रोल पॅनल्स व एलईडी फिक्चर साठी लागणारे अनेक सुटे भाग हे परदेशातून आयात करण्यात येतात. लॉक डाऊन मुळे सदरच्या आयातीवर मोठा परिणाम झालेला आहे. त्यामुळे या साहित्याचे उत्पादन पुर्ण क्षमतेने होऊ शकत नाही. या बाबत मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांचे बरोबर झालेल्या दि.११/०६/२०२० च्या बैठकीमध्ये कळविण्यात आले की, साहित्याबाबत त्यांचा उत्पादक कंपनी बरोबर सततचा पाठपुरावा सुरु आहे. किंवा साहित्याची पर्यायी व्यवस्था करणे बाबत उत्पादकांना सुचना केलेल्या आहेत.

• उपरोक्त कारणांमुळे निर्धारीत वेळेत प्रकल्प पुर्ण होणे शक्य नसल्यामुळे कामास मुदतवाढ देणे क्रमप्राप्त आहे.

• सदरच्या प्रकल्पात स्मार्ट पॅनल्स व फिटींगचा समावेश आहे. व त्यासाठी आयात होणाऱ्या सुटया भागांचा समावेश आहे. परंतू कोविड-१९ मुळे उद्भवलेल्या प्राप्त परिस्थीतीचे अवलोकन करता सदरच्या प्रकल्पास ३० मार्च-२०२१ पर्यंत मुदतवाढ मिळणेस मान्यतेस्तव सादर.

• सदरच्या प्रकल्पाचा कन्सेशन पीरीयड हा ७ वर्षांचा असून, मुळ निविदा अटी-शर्तींप्रमाणे प्रकल्प किमान ८०% पुर्ण झाल्यावरच कन्सेशन पीरीयड सुरु करता येईल.

मा.शाखा अभियंता (वि.)

मा.उप अभियंता(विद्युत) 8/7/2020 / 8/7 / 9/7

मा.कार्यकारी अभियंता(विद्युत) 9/7

मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी) 13/7/2020

मा.मुख्य कार्यकारी अधिकारी,NMSCDCL 14/07

मा.आयुक्त महोदय 16/07/2020

220

दिनांक ०८/०७/२०२०

सविनय सादर,

विषय: नाशिक मनपाच्या स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल सेंटर(CCC) साठी ४०० ते ८०० स्क्वे.फुट जागा उपलब्ध होणे बाबत.

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा. महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.
२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८
३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९
४) कामाचा आदेश जा.क्र.H.O.03 Dt.20/08/2019

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या प्रकल्पाचे कार्यादेश मक्तेदार मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांना देण्यात आलेली आहे. मनपाच्या यापुर्वीच्या प्रस्तावामध्ये स्मार्ट लाईटींग प्रकल्पाची कमांड कंट्रोल रुम ही पंचवटी विभागीय कार्यालय येथे नियोजीत होती. मात्र पंचवटी विभागीय कार्यालय येथे स्मार्ट सिटी कंपनीची कमांड कंट्रोल रुमचे कामकाज सुरु आहे. त्याठीकाणी जागा उपलब्ध नसल्यामुळे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल रुम साठी मनपा मुख्यालय,राजिव गांधी भवन येथे सुमारे ४०० ते ८०० स्क्वे.फुट जागा उपलब्ध करुन देणे आवश्यक आहे.

सद्यस्थितीत मनपा विद्युत विभागाचे कार्यालय राजीव गांधी भवन ३ रा मजला (दक्षीण-पुर्व भाग) येथे आहे. या भागातच मनपा मलनि:सारण विभाग(भु.ग.यो.) चे देखील कार्यालय आहे.

मनपाच्या विद्युत विभागातील दालन क्र.३३४ येथे विभाग प्रमुख/कार्यकारी अभियंता यांचे दालन आहे. दालन क्र.३३५ व ३३६ येथे विद्युत विभागातील उपअभियंता यांची दालने आहेत. क्ष्यापैकी सद्यस्थितीत दालन क्र.३३५ हे ऑडीट विभाग(स्थानिक निधी लेखापरिक्षण) यांनां तात्पुरत्या स्वरुपात दिलेले आहे. तर दालन क्र.३३१,३३२ व ३३३ ही दालने मलनि:सरण विभागाच्या उपअभियंता यांचे वापरात आहेत. तसेच दालन क्र.३३० हे सुध्दा मलनि:सरण विभागाच्या शाखा अभियंता /उपअभियंता हे काही काळासाठी वापरतात मात्र सदरचे दालन विद्युत विभागाच्या कार्यालया निकट असल्यामुळे त्या ठिकाणी स्मार्ट लाईटींग प्रकल्पाची कमांड कंट्रोल रुम तयार होऊ शकते. सदरच्या दालनात असलेल्या मलनि:सरण विभागाच्या कर्मचारी यांची व्यवस्था दालनाशेजारी असलेल्या मोकळया जागेत मनपा सार्व.बांधकाम विभागाकडून स्वतंत्र दालन तयार करुन करता येऊ शकेल.

तरी मनपा मुख्यालयातील तिसरा मजला दालन क्र.३३० हे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल रुम साठी मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांना उपलब्ध करुन देणेस मान्यता मिळणेसाठी सादर.

उपअभियंता (वि.) 8/7/2020

मा.कार्यकारी अभियंता (वि.) 8/7/2020

मा.अधिक्षक अभियंता (वि.यां.) 8/7/2020

मा. आयुक्त सो.

13/07/2020

ना.म.न.पा. विद्युत
आवक नं. ९११२
दिनांक: 13/7/20

P.T.O

आयुक्त कार्यालय, नामनपा
नस्ती क्रमांक :- —
आवक दिनांक :- 13/07/2020
जावक दिनांक :- 13/7/2020

(228)

Dt 16/07/2020

सविनय सादर,

मा. आयुक्त सो. यांचे मागील पृष्ठावरील मान्यतेनुसार, राजीव गांधीभवन तिसऱ्या मजल्यावरील दालन क्र. 330 स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल रूम साठी उपलब्ध करून देणेबाबत आदेशाची प्रत समवेत सादर केली आहे. मान्यता व स्वाक्षरीस होणेस विनंती.

मा. उपअभियंता (वि.) 16/7/2020

मा. कार्यकारी अभियंता (वि.) 16/7

मा. अधिक्षक अभियंता (वि.) 17/7/2020

मा. अति. आयुक्त (शहर.) 23/07/2020

मा. आयुक्त महोदय. 25/07/2020

आयुक्त कार्यालय, नामनपा
नस्ती क्रमांक :- —
आवक दिनांक :- 25/07/2020
जावक दिनांक :- 25/7/2020

P12-22e

दि.०५/११/२०२०

सविनय सादर,

विषय: नाशिक महानगरपालिका,नाशिक नाशिक स्मार्ट सिटी डेव्हलपमेंट कॉर्पो.लि., ESCROW Account Bank आणि मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचे मध्ये नाशिक स्मार्ट लाईटींग प्रोजेक्ट साठी ESCROW Agreement करणे व बँक खाते उघडणे बाबत.

संदर्भ-१) नाशिक मनपा महासभा ठराव क्र.१३८० दि.१०/०१/२०१८ प्रमाणे नाशिक मनपा क्षेत्रात पीपीपी तत्वावर स्मार्ट लाईटींग प्रोजेक्ट राबविणे बाबत.

२) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

३) नाशिक महानगरपालिका व मे.टी.पी.ल्युमिनियर्स प्रा.लि यांच्यातील दिनांक २०/०८/२०१९ रोजीचा करारनामा

४) मे.के.पी.एम.जी. (PMC of NMSCDCL) यांनी दि.१६/१०/२०२० रोजी सादर केलेला प्रारुप करारनामा मसूदा.

५) स्मार्ट सिटीला दि.०४/११/२०२० रोजी करण्यात आलेला ई-मेल.

६) मे.युनियन बँक ऑफ इंडीया यांचे दि.०९/०९/२०२० आणि ०८/१०/२०२० रोजीचे ई-मेल.

नाशिक मनपा क्षेत्रात डिझाईन, बिल्ड, फायनान्स, ऑपरेट, मेंटेन, मॉनिटाईझ आणि ट्रान्सफर या तत्वावर पीपीपी मॉडेल साठी मक्तेदार नेमणेसाठी जाहीर ई-निविदा काढण्यात आली. सदर जाहीर ई-निविदेव्दारे मे.टाटा प्रोजेक्टस लि.यांना मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ रोजी मंजूर झालेल्या ठरावान्वये दि.२०/०८/२०१९ रोजी मे.टी.पी.ल्युमिनियर्स प्रा.लि.(एसपीव्ही) यांना कार्यादेश देण्यात आला आहे.

निविदा अटी-शर्तींनुसार नॅशनल लाईटींग कोड ने ठरवून दिलेल्या मार्गदर्शक तत्वाप्रमाणे रस्त्यांची प्रकाश व्यवस्था ठरविण्यात येत आहे. त्यानुसार मनपा क्षेत्रातील असलेल्या रस्त्यांवर किमान आवश्यक प्रकाश (लक्स लेव्हल) हे केंद्र शासनाच्या National lighting code SP 72:2010 च्या आधाराप्रमाणे डिझाईन करून ठरविण्यात येत आहे. यामध्ये त्रयस्थ संस्था MEDA empanneled Energy Auditor मार्फत लक्स लेव्हल मोजून त्याची नोंद घेण्यात येणार आहे.

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जात आहेत.
- सदर प्रकल्पात मनपाने कोणतीही भांडवली आर्थिक गुंतवणूक केलेली नाही.
- सदर प्रकल्पाचे काम पुर्ण झाल्या नंतर पुढील किमान सात वर्ष पथदिप देखभाल दुरुस्ती कंपनी मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांच्या संचलनासाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात शहरातील विविध ठिकाणी २० स्मार्ट पोल वर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हायरमेंटल सेंन्सर्स बसविण्यात येणार आहेत.

- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरू, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.
- सदर प्रकल्पाकरीता स्मार्ट सिटी अंतर्गत उभारण्यात येणाऱ्या मध्यवर्ती कमांड कंट्रोल सेंटर मध्ये संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling होणार आहे.
- एलईडी फिटींग लावले नंतर कमीत कमी ६०% वीजबचत करणे बंधनकारक आहे. व त्याच बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पासाठी ESCROW Account उघडावयाचे आहे. त्यात मनपा करारनामा कलम ४.२ नुसार सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम जमा करावी लागेल. पथदिपांचे बेसलाईन प्रमाणे(RFP Clause 4.9.1.2,Pg.58) सरासरी तीन महिन्यांची वीजबिलाची रक्कम अंदाजे ८ कोटी होत असून सदरची रक्कम ESCROW Account मध्ये भरणा करण्यात येईल. त्यानंतर ESCROW करारनाम्याच्या Clause 3.2 प्रमाणे पुढील रक्कम भरणा करण्यात येईल. त्या रकमेतून पथदिपांचे मासीक वीजबिल म.रा. विज वितरण कंपनीस अदा होईल व बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले जातील आणि नंतर उर्वरीत रक्कम कंपनीस मिळणार आहे.
- वरील प्रमाणे दरमहाचे वीज बील निश्चीत तारखेला अदा होणेसाठी RFP Clause 4.4 पान नं.५२ व RFP Annexture 7 पान नं.१५२ अन्वये ESCROW Account (Tri-Party) उघडणेबाबत तरतूद आहे. त्याप्रमाणे नाशिक मनपा, एजन्सी मे.टी.पी.ल्युमिनियर्स प्रा.लि. व युनियन बँक ऑफ इंडीया, पंचवटी शाखा(राष्ट्रीयीकृत बँक) असा तिहेरी (Tri-Party) करारनामा करणे आवश्यक आहे.

  सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८ कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल जनरेट झाल्यानंतर सदर ESCROW Account मधून वीज बिलाची रक्कम वजा होईल व पुन्हा बेस लाईन निश्चीत करुन त्याची रक्कम रक्कम सदर ESCROW Account मध्ये मनपास जमा करावी लागणार आहे. म्हणजेच खात्यामध्ये करारानुसार रक्कम रु.८ कोटी फ्लेक्झी डिपॉझीट म्हणून कायम ठेवावयाची आहे.

उपरोक्त प्रमाणे दरमहा मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना दिल्या जाणाऱ्या देयकाची रक्कम "विजेचा खर्च संगणक कोड क्र.२३९८" या सदरातून करणेत येईल. सदर लेखाशिर्षामध्ये सन २०२०-२१ च्या अर्थसंकल्पात र.रु.३६.०० कोटी इतकी तरतूद उपलब्ध आहे. तसेच आगामी प्रत्येक आर्थिक वर्षासाठी या सदरी तरतूद उपलब्ध करावी लागेल.

मा.आयुक्त नाशिक मनपा यांच्या वतीने १)युनियन बँक ऑफ इंडीया व एजन्सी २) मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेशी तिहेरी(Tri-Party) करारनामा करणेसाठी मा.वित्त व लेखा अधिकारी मनपा नाशिक व मा.उपआयुक्त, मनपा,नाशिक हे प्राधिकृत अधिकारी असतील.

मे.के.पी.एम.जी.(PMC of NMSCDCL) यांनी दि.१६/१०/२०२० रोजी खालील प्रमाणे प्रारुप करारनामा मसूदा सादर केलेला आहे.

याबाबत मुख्य कार्यकारी अधिकारी,स्मार्ट सिटी डेव्ह.कॉर्पो.लि. यांना दि.०४/११/२०२० रोजी ई-मेल करुन ESCROW Account उघडणेबाबत विचारणा केली आहे.

RL-239

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... day of 20.....

AMONGST

1 TP Luminaire Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad 500003 (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 Union Bank of India, a Body of Corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its registered head office at 239,Vidhan Bhavan Marg, Nariman Point, Mumbai -400021 (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated .....
with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

"Vesting Certificate" means a certificate issued by the Authority confirming the satisfactory completion or part completion of work awarded to the Contractor as on date of the termination of contract along with the amount due to the contractor from the escrow account after required deductions as per Clause 4.2 herein below.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are,unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

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2.2Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the Panchvati, Nashik Branch of the Escrow Bank.
The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All money received in relation to the Project from banks, insurance claims and shareholders;

(b) All Fee and any other revenues from or in respect of the Project, including the proceeds of insurance claims; and

(c) Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)).;

And

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the NMC Account _____(interest account) annually. The Escrow bank shall be entitled to appropriate the fee and expenses due to it in relation to the Escrow account from the interest accrued and credit the balance into the interest account. The Escrow bank shall submit a written invoice of the amount deducted as fee and expenses to the NMC.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank, after receiving release order from NMC, shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Monthly proportionate provision of debt service due in an Accounting Year;

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Concessionaire.

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4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Monthly proportionate provision of debt service due in an Accounting Year;

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established

with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

Any lender providing financial assistance for the Project and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party")** within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20.2 from concession agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Nashik shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of Nashik Municipal Corporation by

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of

1. 2.

*To be affixed in accordance with the articles of association of the Concessionaire

Annex A

{A copy of the Concession Agreement, executed between the Concessionaire and the Authority to be attached as Annex A}

१) उपरोक्त प्रमाणे करारनामा मसूदयानुसार, नाशिक महानगरपालिका , **मे.टी.पी.ल्युमिनियर्स प्रा.लि.** व युनियन बँक ऑफ इंडीया,पंचवटी शाखा असा तिहेरी (Tri-Party) करारनामा करणेस मान्यतेस्तव सादर.

२) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी फ्लेक्झी डिपॉझीट म्हणून ठेवणेस, तसेच प्रत्येक महिन्याचे वीज बिल मिळालेनंतर सदर ESCROW Account मधून वीज बिलाची रक्कम ,टॅक्स व इतर अनुषंगीक खर्च वजा होणार असल्याने पुन्हा बेस लाईन प्रमाणे

येणारी रक्कम सदर ESCROW Account मध्ये मनपास जमा करून बँकेतील डिपॉझीट रक्कम रु.८.०० कोटी दरमहा अपडेट करणेस मान्यतेस्तव सादर.

३) उपरोक्त प्रमाणे दरमहा ESCROW Account मध्ये जमा करावयाची रक्कम व त्यातील Waterfall Mechanism प्रमाणे Sub Account मध्ये Disburse होणार आहे. वीज देयकाची रक्कम **"विजेचा खर्च संगणक कोड** क्र.२३९८" या सदरातून करणेस मान्यतेस्तव सादर.

मा.उपअभियंता (वि.)

पुर्व पश्चिम पंचवटी नाशिक रोड नविन नाशिक सातपूर

मा.कार्यकारी अभियंता (वि.) 18/11/2020

मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग)

मा.मुख्य कार्यकारी अधिकारी NMSCDCL

मा.मा.मुख्य वित्त व लेखाधिकारी 20/11

18/11/20

मा.मुख्य लेखापरिक्षक

मा.अतिरीक्त आयुक्त(शहर)

मा.आयुक्त महोदय

नाशिक महानगरपालिका
लेखा विभाग
आवक क्र. 26 ~~8032~~
दिनांक- 21/11/2020
स्वाक्षरी-

Pt-283

लेखापरिक्षण :
आवक क्र. 9659 दि. 20/11/20
जावक क्र. दि. 28/11/20

नाशिक महानगरपालिका नाशिक स्मार्ट सिटी डेव्हलपमेंट कार्पो.ली. ESCROW Account Bank आणि मे. टी.पी. ८ युमिनियर्स प्रा.ली. यांचेमध्ये नाशिक स्मार्ट लाईटींग प्रोजेक्ट करीता ESCROW Agreement करणे व बँक खाते उघडणे बाबत प्रस्तावीत आहे.

→ ESCROW Account राष्ट्रीयकृत बँक युनियन बँक ऑफ इंडीया पंचवटी शाखेची विभागाने निवड केली आहे.

→ नाशिक महानगरपालिका, मे. टी.पी. ८ युमिनियर्स प्रा.ली. व युनियन बँक ऑफ इंडीया पंचवटी शाखा असे तिहेरी (Tri-Party) करारनामा करणेस प्रारूप मसुदा संलग्न केला ~~आहे~~. असुन मान्यतेकरीत सादर केला आहे.

→ मनपाचे कोणत्याही प्रकारे आर्थिक व इतर नुकसान होणार नाही याबाबत सर्व बाबी पडताळणी करण्याची विभागाने दक्षता घेण्यात यावी.

→ करारनाम्यात कोणत्याही प्रकारे संग्निधता राहणार नाही याची विभागाने दक्षता घेऊन करारनाम्यातील अटी-शर्ती बाबत मनपा पॅनलवरील कायदेशीर सल्लागार यांचे अभिप्राय घेऊन प्रकरण पुढील कार्यवाही करणेच्या निर्णयास्तव सादर

सह. ले.प (किरण धारणकर) 24.11.2020

उप/मु.ले.प (प्रतिमा मोरे) 24/11/2020

मा. मुख्य - 24/11/20

विद्युत विभाग
मा. अति. आयुक्त सो/. (कृ.मा.प.)

नाशिक ... लायटिंग प्रकल्प ESCROW खाते उघडणे बाबत.
मार्गीक पुष्टीवर प्रस्तावित केल्याप्रमाणे मान्यतेसाठी
सादर.

२४/११/२०२० Ad. समीर जोशी यांचे
मार्गदर्शन घेऊन त्वरीत
ESCRO Account open
करावे.

मा० आयुक्त साहेब
24/11

आयुक्त कार्यालय
नस्ती क्रमांक :- ६/८८/२४
आवक दिनांक :- २४/११/२०२०
जावक दिनांक :- २४/११/२०२०

मा. सविनय सादर

आपलेकडील पत्र व फाईल मिळाली. त्याप्रमाणे माझा अभिप्राय सोबत स्वतंत्र पणे आपणाकडे पाठवित आहे सदरचा अभिप्राय व फाईल परत पाठवित आहे

दि- 25/11/2020

ॲड. समीर चिं. जोशी
(म.न.पा. पॅनल मॅडव्होकेट)

Shri. Sameer C. Joshi
Advocate

Mob. 9823248335
9881153501
Office. (0253) 2232635
E-mail-joshisameerc@gmail.com

Office No. - 10/2, Anant Gaurav Chembers, Above Indian Bank, Near Collector Office, Mehar Signal, Gole Colony, Nashik-2.

प्रति,
मा. कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक.

विषय : नाशिक म.न.पा., नाशिक स्मार्ट सिटी डेव्हलपमेंट कॉर्पो. लि, ESCROW Account Bank आणि मे. टी.पी.ल्युमिनियर्स प्रा. लि. यांचे मध्ये नाशिक स्मार्ट लाईटिंग प्रोजेक्टसाठी ESCROW Agreement करणे व बॅंक खाते उघडणे बाबतच्या करारनामाबाबतच्या अभिप्रायाबाबत

संदर्भ : आपले कडील दिनांक २५/११/२०२०रोजीचे जा.क्र. मनपा/विद्युत/८५४/२०२० अन्वये.

मा. सविनय सादर,

आपलेकडील दिनांक २५/११/२०२० रोजीचे पत्र व त्यासोबतचा Draft of Escrow Agreement दस्ताची प्रत मिळाली. सदरच्या Escrow Agreement दस्ताचा अभ्यास केला असता, त्याबाबत माझे कायदेशीर मत/अभिप्राय खालीलप्रमाणे.

Following points are suggested by me

1) In the point No.1 we have to mentioned 'State' name.

2) Regarding point No. 2.4 "ESCROW Bank fee". In this para we have to mentioned at last line that "said bank expenses and fees is bared by concessionaire.

3) Regarding Para point No.3.1 "Deposit by concessionaire" said total para/point can be deleted because as per record concessionaire are not supposed to deposit any amount In said A/c.

4) Regarding point No.3.3 "Intrest on deposit". Out of this total para from 1st to 3rd line we have to kept as it is (The ESCROW Bank ..... Annually) afterward "ESCROW Bank shall ..... to expences to the NMC" this four line has to cut/Removed/Delete.

5) Regarding point No. 4.2 its sub para no.(g) I suggest that we should cancelled last word 'concessionaire' and instead of that we have to insert "Authority" (i.e. NMC A/C)

6) Regarding point No.4.5 in line No 3 instead of 'Article 36' we have to mentioned "Article 33".

7) Regarding point No.7.1 "Duration of ESCROW Agreement". Here we have to mentioned period of 7 years.

8) Regarding point No. 7.2; we have to add wording that "With the written consent of Authority, New ESCROW Bank can be appoint"

9) Regarding point No.8.1; we have to add "with the written consent of Authority, supplementary ESCROW A/c can be opened with the ESCROW Bank"

10) Regarding point No. 11.7 "Survival"; out of it sub para 11.7.2. Instead of period of "3 years". We have to mentioned period of "3 months".

11) Regarding point No. 11.12. "Authorised Representative". In this para we have mentioned specific post for the communication from the Both side.

12) Regarding point No.11.13; "Original Document". In this para we have to mentioned that "Original copy of ESCROW Agreement remain with NMC and true copy will be share to Bank and Concessionaire .

सदरच्या करारनाम्याबाबत माझे वरील प्रमाणे कायदेशीर मत आहे, याबाबतचा निर्णय आपण आपल्या स्तरावर घ्यावा व त्याप्रमाणे पुढील कार्यवाही करावी.

नाशिक
दिनांक : २५/११/२०२०

अॅड. समीर चि. जोशी
(नाशिक म.न.पा पॅनल अॅड.)

Sameer C. Joshi
Advocate

प्र २४७

दि.२७/११/२०२०

सविनय सादर,

विषय: नाशिक महानगरपालिका,नाशिक, ESCROW Account Bank आणि मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचे मध्ये नाशिक स्मार्ट लाईटींग प्रोजेक्ट साठी ESCROW Agreement करणे व बँक खाते उघडणे बाबत.

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) मा.मुख्य लेखापरीक्षक यांचे दि.२४/११/२० रोजीचे नस्तीवरील अभिप्राय.

६) मा.आयुक्त साो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

७) मनपा कायदे सल्लागार ॲड.समीर जोशी यांचा दि.२५/११/२० रोजीचा अभिप्राय.

नाशिक मनपा क्षेत्रात डिझाईन, बिल्ड, फायनान्स, ऑपरेट, मेंटेन, मॉनिटाईझ आणि ट्रान्सफर या तत्वावर पीपीपी मॉडेल साठी मक्तेदार नेमणेसाठी जाहीर ई-निविदा काढण्यात आली. सदर जाहीर ई-निविदेव्दारे मे.टाटा प्रोजेक्टस लि.यांना मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ रोजी मंजूर झालेल्या ठरावान्वये दि.२०/०८/२०१९ रोजी मे.टी.पी.ल्युमिनियर्स प्रा.लि.(एसपीव्ही) यांना कार्यादेश देण्यात आला आहे.

निविदा अटी-शर्तींनुसार नॅशनल लाईटींग कोड ने ठरवून दिलेल्या मार्गदर्शक तत्वाप्रमाणे रस्त्यांची प्रकाश व्यवस्था ठरविण्यात येत आहे. त्यानुसार मनपा क्षेत्रातील असलेल्या रस्त्यांवर किमान आवश्यक प्रकाश (लक्स लेव्हल) हे केंद्र शासनाच्या National lighting code SP 72:2010 च्या आधाराप्रमाणे डिझाईन करून ठरविण्यात येत आहे. यामध्ये त्रयस्थ संस्था MEDA empanneled Energy Auditor मार्फत लक्स लेव्हल मोजून त्याची नोंद घेण्यात येणार आहे.

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जात आहेत.
- सदर प्रकल्पात मनपाने कोणतीही भांडवली आर्थिक गुंतवणूक केलेली नाही.
- सदर प्रकल्पाचे काम पुर्ण झाल्या नंतर पुढील किमान सात वर्ष पथदिप देखभाल दुरुस्ती कंपनी मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांच्या संचलनासाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात शहरातील विविध ठिकाणी २० स्मार्ट पोल वर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हायरमेंटल सेंन्सर्स बसविण्यात येणार आहेत.
- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरु, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.

- सदर प्रकल्पाकरीता स्मार्ट सिटी अंतर्गत उभारण्यात येणाऱ्या मध्यवर्ती कमांड कंट्रोल सेंटर मध्ये संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling होणार आहे.
- एलईडी फिटींग लावले नंतर कमीत कमी ६०% वीजबचत करणे बंधनकारक आहे. व त्याच बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पासाठी ESCROW Account उघडावयाचे आहे. त्यात मनपा करारनामा कलम ४.२ नुसार सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम जमा करावी लागेल. पथदिपांचे बेसलाईन प्रमाणे(RFP Clause 4.9.1.2,Pg.58) सरासरी तीन महिन्यांची वीजबिलाची रक्कम अंदाजे ८ कोटी होत असून सदरची रक्कम ESCROW Account मध्ये भरणा करण्यात येईल. त्यानंतर ESCROW करारनाम्याच्या Clause 3.2 प्रमाणे पुढील रक्कम भरणा करण्यात येईल. त्या रकमेतून पथदिपांचे मासीक वीजबिल म.रा. विज वितरण कंपनीस अदा होईल व बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले जातील आणि नंतर उर्वरीत रक्कम कंपनीस मिळणार आहे.
- वरील प्रमाणे दरमहाचे वीज बील निश्चीत तारखेला अदा होणेसाठी RFP Clause 4.4 पान नं.५२ व RFP Annexture 7 पान नं.१५२ अन्वये ESCROW Account (Tri-Party) उघडणेबाबत तरतूद आहे. त्याप्रमाणे नाशिक मनपा, एजन्सी मे.टी.पी.ल्युमिनियर्स प्रा.लि. व युनियन बँक ऑफ इंडीया, पंचवटी शाखा(राष्ट्रीयीकृत बँक) असा तिहेरी (Tri-Party) करारनामा करणे आवश्यक आहे.

सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८ कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल जनरेट झाल्यानंतर सदर ESCROW Account मधून वीज बिलाची रक्कम वजा होईल व पुन्हा बेस लाईन निश्चीत करून त्याची रक्कम रक्कम सदर ESCROW Account मध्ये मनपास जमा करावी लागणार आहे. म्हणजेच खात्यामध्ये करारानुसार रक्कम रु.८ कोटी फ्लेक्झी डिपॉझीट म्हणून कायम ठेवावयाची आहे. **उपरोक्त प्रमाणे दरमहा मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना दिल्या जाणाऱ्या देयकाची रक्कम "विजेचा खर्च संगणक कोड क्र.२३९८" या सदरातून करणेत येईल. सदर लेखाशिर्षामध्ये सन २०२०-२१ च्या अर्थसंकल्पात र.रु.३६.०० कोटी इतकी तरतूद उपलब्ध आहे. तसेच आगामी प्रत्येक आर्थिक वर्षासाठी या सदरी तरतूद उपलब्ध करावी लागेल.**

मा.आयुक्त नाशिक मनपा यांच्या वतीने मा.वित्त व लेखा अधिकारी मनपा नाशिक व मा.उपआयुक्त,प्रशासन,मनपा हे युनियन बँक ऑफ इंडीया व एजन्सी मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेशी तिहेरी(Tri-Party) करारनामा करणेसाठी प्राधिकृत अधिकारी असतील.

मे.के.पी.एम.जी.(PMC of NMSCDCL) यांनी दि.१६/१०/२०२० रोजी खालील प्रमाणे प्रारूप करारनामा मसूदा सादर केला आहे.

सदरचा प्रारुप करारनाम्याबाबत लेखा व लेखापरिक्षण विभागांचे अभिप्राय घेऊन मनपा कायदेसल्लागार ॲड. समिर जोशी याचे कडून दि.२५/११/२०२० रोजी तपासून घेणेत आला आहे. मात्र त्यांनी सदर ड्राफ्ट मध्ये समवेत पृष्ठ क्र.टि-२४५ व २४६ वर जोडलेल्या पत्रानुसार काही सुधारणा सुचविल्या आहेत. सदरच्या सुधारणांनुसार, सुधारीत ड्राफ्ट तयार करण्यात आला असून तो पुढील प्रमाणे आहे.

Annex-E

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... day of..... 20.....

AMONGST

1 TP Luminaire Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad, Telangana 500003 (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 Union Bank of India, a Body of Corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its registered head office at 239,Vidhan Bhavan Marg, Nariman Point, Mumbai -400021 (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated 20th August 2019 with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance

with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

"Vesting Certificate" means a certificate issued by the Authority confirming the satisfactory completion or part completion of work awarded to the Contractor as on date of the termination of contract along with the amount due to the contractor from the escrow account after required deductions as per Clause 4.2 herein below.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms

hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the
Panchvati, Nashik Branch of the Escrow Bank.
The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses. Such fees and expenses shall be borne by the concessionaire.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deleted

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100-guaranteed saving quoted by bidder));

And

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the NMC Account _____(interest account) annually.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank, after receiving release order from NMC, shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by

the Concessionaire; and

(e) Monthly proportionate provision of debt service due in an Accounting Year;

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Authority (NMC).

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Monthly proportionate provision of debt service due in an Accounting Year;

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g)Balance, if any, in accordance with the instructions of the Authority

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any

necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 33 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect as per the clause 4 of the Concession Agreement (7 years), unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, and with the written consent of the Authority (NMC), terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

Any lender providing financial assistance for the Project and the Concessionaire, with the written consent of the Authority (NMC), shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and

adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20 from the concession agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Nashik shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such

proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

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11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) months following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Authorized representatives from each of the parties to whom only all communications shall be made are as follows.

1 TP Luminaire Private Limited: Director/ Project Manager
2. Union Bank of India: Brach Manager/ Deputy Manager
3. Nashik Municipal Corporation: CAFO, NMC, Nashik / Executive Engineer, Electrical, NMC, Nashik

A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement. The original copy of the signed Escrow Agreement shall remain with the NMC and the true copies of the same shall be shared with each of the parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of Nashik Municipal Corporation by

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of

1.

2.

*To be affixed in accordance with the articles of association of the Concessionaire

सदरच्या सुधारीत ड्राफ्टनुसार खालील प्रमाणे मान्यतेस्तव सादर -

१) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल आल्यानंतर ESCROW Account मधून खालील प्रमाणे देयके अदा करण्यात येतील.

A) MSEDCL electricity bill payment.
B) All government taxes due and payable by the Concessionaire for and in respect of the Project.
C) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving.
D) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire.
E) Monthly proportionate provision of debt service due in an Accounting Year.
F) Share in Energy saving revenue to Concessionaire, Subject to deduction if any.
G) Balance, if any, in accordance with the instructions of the Authority.

२) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी फ्लेक्झी डिपॉझीट म्हणून ठेवणेस, तसेच प्रत्येक महिन्याचे वीज बिल मिळालेनंतर सदर ESCROW Account मधून उपरोक्त A ते G प्रमाणे रक्कम वजा होणार असल्याने पुन्हा बेस लाईन प्रमाणे येणारी रक्कम सदर ESCROW Account मध्ये जमा करून बँकेतील डिपॉझीट रक्कम रु.८.०० कोटी दरमहा अपडेट करणेस मान्यता देण्यात येत आहे.

३) सदर ESCROW agreement वर मनपा तर्फे मुख्य वित्त व लेखाधिकारी आणि उप आयुक्त, प्रशासन हे,तसेच M/s.T.P.Lumenairs Pvt.Ltd. यांचे मार्फत Director-T.P.Lumenairs Pvt.Ltd. हे आणि युनियन बँक ऑफ इंडीया,नाशिक यांचे तर्फे शाखा व्यवस्थापक हे स्वाक्षरी करतील.

४) सदर ESCROW Account मधून देयक देताना विद्युत विभागा कडून सादर करण्यात आलेले देयक लेखा विभागामार्फत मंजूर झाले नंतर, पेमेंट रिलीज ऑर्डर / धनादेश मुख्य वित्त व लेखाधिकारी व उप आयुक्त, प्रशासन यांचे संयुक्त स्वाक्षरीने बँकेस दयावी.

५) सदर ESCROW Account मध्ये दर महिन्याच्या १५ तारखे पावेतो बिलाची रक्कम जमा करण्यात यावी.

उपरोक्त प्रमाणे कार्यवाहीसाठी समवेत आदेश सादर केला आहे, मान्य झालेस स्वाक्षरी होणेस विनंती.

मा.उपअभियंता (वि.)

पुर्व पश्चिम पंचवटी नाशिक रोड नविन नाशिक सातपूर

मा.कार्यकारी अभियंता (वि.) 27/11/2020

मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग) 27/11/2020

मा.अतिरीक्त आयुक्त(शहर) 27/11/2020

मा.आयुक्त महोदय 28/11

R2-264

दि. /०१/२०२१

सविनय सादर,

विषय: नाशिक महानगरपालिका,नाशिक, ESCROW Account Bank आणि मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचे मध्ये नाशिक स्मार्ट लाईटींग प्रोजेक्ट साठी ESCROW Agreement करणे व बँक खाते उघडणे बाबत.

संदर्भ:- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) मा.मुख्य लेखापरीक्षक यांचे दि.२४/११/२० रोजीचे नस्तीवरील अभिप्राय.

६) मा.आयुक्त सो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

७) मनपा कायदे सल्लागार ॲड.समीर जोशी यांचा दि.२५/११/२० रोजीचा अभिप्राय.

८) मा.आयुक्त सो. यांचे कडील दि.१४/१२/२०२० रोजीची प्रकल्प आढावा बैठक.

९) मा.मुख्य लेखा व वित्त अधिकारी यांचे जा.क्र./लेखा/वशि/८७३/२०२० दि.१५/१२/२०२० रोजीचे पत्र.

१०) मनपा कायदे सल्लागार ॲड.समीर जोशी यांचा दि.०५/०१/२०२१ रोजीचा ESCROW Agreement Final Draft बाबतचे अभिप्राय.

११) मे.टी.पी.ल्युमिनियर्स प्रा.लि.यांचे पत्र दि.०४/०१/२०२१.

नाशिक मनपा क्षेत्रात(पीपीपी मॉडेल) डिझाईन, बिल्ड, फायनान्स, ऑपरेट, मेंटेन, मॉनिटाईझ आणि ट्रान्सफर या तत्वावर मक्तेदार नेमणेसाठी जाहीर ई-निविदा काढण्यात आली. सदर जाहीर ई-निविदेव्दारे मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ रोजी मंजूर झालेल्या ठरावान्वये दि.२०/०८/२०१९ रोजी मे.टी.पी.ल्युमिनियर्स प्रा.लि.(एसपीव्ही) यांना कार्यादेश देण्यात आला आहे.

निविदा अटी-शर्तींनुसार सदर प्रकल्पासाठी ESCROW Account उघडावयाचे आहे. त्यात मनपा करारनामा कलम ४.२ नुसार सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम जमा करावी लागेल. पथदिपांचे बेसलाईन प्रमाणे(RFP Clause 4.9.1.2,Pg.58) सरासरी तीन महिन्यांची वीज बिलाची

रक्कम अंदाजे ८ कोटी होत असून सदरची रक्कम ESCROW Account मध्ये भरणा करण्यात येईल.त्यानंतर ESCROW करारनाम्याच्या Clause 3.2 प्रमाणे पुढील रक्कम भरणा करण्यात येईल. त्या रकमेतून पुढील प्रमाणे देयके अदा होतील.

अ) पथदीपांचे मासीक वीजबिल म.रा.वि.वि. कंपनीस अदा होईल.

ब) बचतीतून मनपाचा ५% हिस्सा मनपास जाईल.

क) बचतीतून सर्व सरकारी कर व दंड अदा केले जातील.

ड) नंतर उर्वरीत रक्कम मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना मिळणार आहे.

सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८ कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल जनरेट झाल्यानंतर सदर ESCROW Account मधून वीज बिलाची रक्कम वजा होईल व बेस लाईन निश्चीत करुन त्याची रक्कम सदर ESCROW Account मध्ये मनपास जमा करावी लागणार आहे. म्हणजेच खात्यामध्ये करारनुसार रक्कम रु.८ कोटी फ्लेक्झी डिपॉझीट म्हणून कायम ठेवावयाची आहे.

मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना दरमहा दिल्या जाणाऱ्या त्यांच्या हिश्श्याची रक्कम "विजेचा खर्च संगणक कोड क्र.२३९८" या सदरातून करणेत येईल. सदर लेखाशिर्षामध्ये सन २०२१-२२ च्या अर्थसंकल्पात र.रु.४२.०० कोटी इतकी तरतूद उपलब्ध आहे. तसेच आगामी प्रत्येक आर्थिक वर्षासाठी या सदरी तरतूद उपलब्ध करावी लागेल.

वरील प्रमाणे दरमहाचे वीज बील निश्चीत तारखेला अदा होणेसाठी RFP Clause 4.4 पान नं.५२ व RFP Annexture 7 पान नं.१५२ अन्वये ESCROW Account (Tri-Party) उघडणेबाबत तरतूद आहे. त्याप्रमाणे १) नाशिक मनपा, २) मे.टी.पी.ल्युमिनियर्स प्रा.लि. व ३) युनियन बँक ऑफ इंडीया, पंचवटी शाखा(राष्ट्रीयीकृत बँक) असा तिहेरी (Tri-Party) करारनामा करणे आवश्यक आहे.

मनपा कायदेसल्लागार मा.ॲड.समीर जोशी यांचे बरोबर झालेल्या चर्चा व त्यांचे संदर्भ क्र.११ चे अभिप्रायानुसार ड्राफ्ट मधील सुचविलेले बदल तसेच मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांनी उपस्थित केलेला देयकाबाबतचा मुद्दा ही ॲग्रीमेंट मध्ये समाविष्ट केला आहे. ड्राफ्टचा सुधारीत मसुदा पुढील प्रमाणे –

PIZEV

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... day of 20.....

AMONGST

1 TP Luminaire Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad, Telangana 500003 (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 Union Bank of India, a Body of Corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its registered head office at 239,Vidhan Bhavan Marg, Nariman Point, Mumbai -400021 (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated 20th August 2019 with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to

the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

"Vesting Certificate" means a certificate issued by the Authority confirming the satisfactory completion or part completion of work awarded to the Contractor as on date of the termination of contract along with the amount due to the contractor from the escrow account after required deductions as per Clause 4.2 herein below.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire and applied in

accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the
Panchvati, Nashik Branch of the Escrow Bank.
The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at

such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses. Such fees and expenses shall be equally borne by the Concessionaire and Authority .

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deleted

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) The Authority agrees and undertakes that, upon opening of the Escrow Bank Account, the Authority shall forthwith deposit the amount equivalent to three (3) month of electricity bills of the period prior to implementation of the Project ; After that for each month, the Authority will deposit an amount equal to last month of MSEDCL's bill x 100 / (100 - guaranteed saving quoted by the Concessionaire).

And

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Authority's Account _____(interest account) annually.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 Within a first week of every month, the Concessionaire, will raise the invoice with the Escrow Bank and the Authority for verification. The Authority shall verify the invoice

and issue release order by 21st day of the same month. The Escrow Bank, after receiving release order from the Authority shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s). If the Authority, post raising such invoice by the Concessionaire, doesn't issue release order by 21st day of the same month, the Escrow Bank shall forthwith process the invoice and release the payment from Escrow Account as per the following order as given below.

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the project as applicable as per law

(c) Authority's revenue share due and payable to the Authority out of revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Deleted

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Authority.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project as applicable as per law

(c) Authority Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Deleted

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Authority

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 33 of the

Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank

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represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 In the event of default by the Authority under this Agreement, the provisions of Clause 11 of the Concession Agreement shall apply.

(a) Deleted

(b) Deleted

(c) Deleted

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect as per the clause 4 of the Concession Agreement (7 years), unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, and with the written consent of the Authority (NMC), terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 Deleted

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of

failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party")** within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per Clause 20 from the Concession Agreement. It is agreed between the Parties that Clause 20 of the Concession Agreement is deemed to be incorporated by reference in this Agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Nashik shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication

survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) months following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Authorized representatives from each of the parties to whom only all communications shall be made are as follows.

1 TP Luminaire Private Limited: Director/ Project Manager
2. Union Bank of India: Brach Manager/ Deputy Manager
3. Nashik Municipal Corporation: CAFO, NMC, Nashik / Executive Engineer, Electrical, NMC, Nashik

A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement. The original copy of the signed Escrow Agreement shall remain with the Authority and the true copies of the same shall be shared with each of the parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of Nashik Municipal Corporation by

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of

1.

2.

*To be affixed in accordance with the articles of association of the Concessionaire

टि-२७६

१) मागील पृष्ठ क्र. ते प्रमाणे ESCROW Agreement मसुदयास मान्यता मिळणेस सादर.

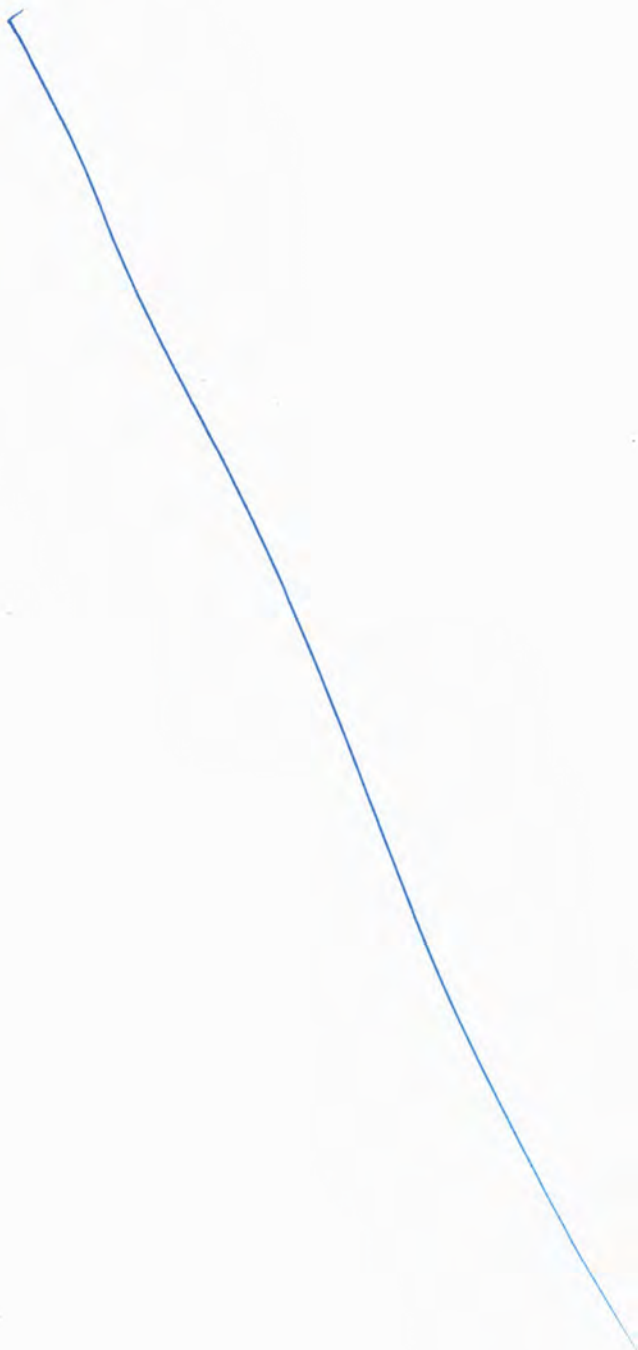
२) तसेच ESCROW Agreement वर स्वाक्षरी करणेसाठी यापुर्वी मा.आयुक्त सो. आदेश जा.क्र.मनपा/विद्युत/वशि/८६२/२०२० दि. २७/११/२०२० अन्वये मनपा तर्फे मुख्य वित्त व लेखाधिकारी आणि उप आयुक्त(प्रशासन) हे ESCROW Agreement वर स्वाक्षरी करतील असे होते. त्यावर लेखा विभागाचे संदर्भ क्र.९ च्या पत्रातील अभिप्रायाप्रमाणे मा.आयुक्त, मनपा यांचे वतीने कार्यकारी अभियंता(विद्युत) यांनी करारनाम्यावर स्वाक्षरी करणेस मान्यतेस सादर.

मा.उपअभियंता (वि.) 7/1/2021

मा.कार्यकारी अभियंता (वि.) 7/1/2021

मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग) 07/01/2021

मा.आयुक्त महोदय 08/01



दि. ०८/०२/२०२१

सविनय सादर,

विषय: नाशिक स्मार्ट लाईटींग प्रोजेक्ट करीता मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचे Concession Period सुरु करणे बाबत.

संदर्भ:- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/२०१७ दि.२२जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) मा.आयुक्त सो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

६) मा.आयुक्त सो. यांचे कडील दि.१४/१२/२०२० रोजीची प्रकल्प आढावा बैठक.

७) मे.टी.पी.ल्युमिनियर्स प्रा.लि.यांचे पत्र दि.०६/०१/२०२१.

८) प्रकल्प सल्लागार मे.KPMG ॲडव्हायजरी सर्वीसेस यांनी Concession Period सुरु करणे बाबत दिलेला अभिप्राय दि.२१/०१/२०२०

नाशिक मनपा क्षेत्रात(पीपीपी मॉडेल) डिझाईन, बिल्ड, फायनान्स, ऑपरेट, मेंटेन,मॉनिटाईझ आणि ट्रान्सफर या तत्वावर मक्तेदार नेमणेसाठी जाहीर ई-निविदेव्दारे मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांना मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ रोजी मंजूर झालेल्या ठरावान्वये दि. २०/०८/२०१९ रोजी मे.टी.पी.ल्युमिनियर्स प्रा.लि.(एसपीव्ही) यांना कार्यादेश देण्यात आला आहे.

निविदा अटी-शर्तींनुसार सदर प्रकल्पासाठी मान्यता घेऊन युनियन बँक ऑफ इंडीया या राष्ट्रीयीकृत बँकेत ESCROW Account उघडण्यात आले आहे. त्यात निविदा अटी-शर्ती नुसार व मनपा करारनामा कलम ४.२ नुसार सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम डिपॉझीट म्हणून मनपा मार्फत जमा करावी लागेल. पथदिपांचे बेसलाईन प्रमाणे(RFP Clause 4.9.1.2,Pg.58) सरासरी तीन महिन्यांची वीज बिलाची रक्कम अंदाजे रु.८.२५ कोटी होत असून सदरची रक्कम ESCROW Account मध्ये डिपॉझीट म्हणून मनपा मार्फत भरणा करण्यात येईल. त्यानंतर ESCROW करारनाम्याच्या Clause 3.2 प्रमाणे पुढील प्रत्येक महिन्यात रक्कम अदा करण्यात येईल. त्या रकमेतून पुढील प्रमाणे देयके अदा होतील.

अ) पथदीपांचे मासीक वीजबिल म.रा.वि.वि. कंपनीस अदा होईल.

ब) बचतीतून मनपाचा ५% हिस्सा मनपास जाईल.

क) सर्व सरकारी कर व दंड अदा केले जातील.

ड) नंतर उर्वरीत रक्कम मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना अदा होईल.

सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.२५ कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल जनरेट झाल्यानंतर सदर ESCROW Account मधून वीज बिलाची रक्कम वजा होईल व बेस लाईन निश्चीत करुन त्याची रक्कम सदर ESCROW Account मध्ये मनपास जमा करावी लागणार आहे. म्हणजेच खात्यामध्ये करारानुसार रक्कम रु.८.२५ कोटी फ्लेक्झी डिपॉझीट म्हणून कायम ठेवावयाची आहे.

मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना दरमहा दिल्या जाणाऱ्या त्यांच्या हिश्श्याची रक्कम "विजेचा खर्च संगणक कोड क्र.२३९८" या सदरातून करणेत येईल. सदर लेखाशिर्षामध्ये सन २०२१-२२ च्या अर्थसंकल्पात र.रू.४८.०० कोटी इतकी तरतूद उपलब्ध आहे. तसेच आगामी प्रत्येक आर्थिक वर्षासाठी या सदरी तरतूद उपलब्ध करावी लागेल.

मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांनी संदर्भिय पत्र क्र.७ अन्वये Concession period सुरू करणे बाबत केलेली मागणी व त्यावर प्रकल्पाचे सल्लागार मे.KPMG ॲडव्हायजरी सर्वीसेस यांनी संदर्भ क्र.८ प्रमाणे दि.२१/०१/२०२१ अहवाल दिला आहे. त्यात नोव्हेंबर-२०२० अखेर प्रकल्पाचे ८०% installation पुर्ण झाले आहे, यास्तव Concessionaire मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचा ०१ डिसेंबर-२०२० (०१/१२/२०२०) पासून Concession Period (एकूण ८४ महिने) सुरू करता येईल असे अहवालात नमूद आहे. (समवेत अहवाल जोडला आहे.)

तरी उपरोक्त प्रमाणे मे.KPMG ॲडव्हायजरी सर्वीसेस यांचा अहवाल विचारात घेता मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांनी ८०% installation नोव्हेंबर-२०२० अखेर पुर्ण केले असल्याने, व निविदा अटी-शर्ती क्र. 4.4 Corrigendum 5 Dt.18/01/2019 नुसार ८०% installation केल्या नंतर देखभाल दुरूस्तीचा कालावधी सुरू करता येईल अशी तरतूद असल्याने मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचा विषयांकीत प्रकल्पाचा Operation & Maintenance कालावधी (Concession period) दिनांक १ डिसेंबर-२०२० पासून सुरू करणेस मान्यता मिळणेस विनंती.

तसेच महाराष्ट्र शासनाच्या MEDA संस्थेच्या पॅनल वरील Third Party Auditor यांचे कडून Base Line तपासून त्याप्रमाणे यापुढे मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांची दरमहाची देयके, युनियन बँक ऑफ इंडीया, पंचवटी शाखा येथे उघडणेत आलेल्या Smart lighting ESCROW Account मधून निविदा अटी-शर्तींनुसार अदा करणेस मान्यता मिळणेस विनंती.

उपरोक्त प्रस्ताव मान्यतेस सादर, प्रस्ताव मान्य झाल्यास समवेत त्याबाबत आदेशाची प्रत सादर केली आहे त्यावर स्वाक्षरी होणेस विनंती.

महाराष्ट्र
Sr. Manager - Electrical
NMSCDA

उपअभियंता (वि.)

मा.कार्यकारी अभियंता (वि.) 2/2/2021

मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग) 02/02/2021

चर्चा करा.

चर्चा केली.

मा.आयुक्त महोदय 04/02

प्रस्ताव मान्य -
09/02

आयुक्त कार्यालय,
...
...ती क्रमांक :- Elemach/24
...क्रमांक :- 3/2/21
...क्रमांक :- 4/2/21

(283)

नाशिक Smart Lighting

सविनय सादर,

मा. आयुक्त सो. यांनी मागील पृष्ठ क्र टि.८१ व ८२ वरील प्रस्तावास मान्यता दिली असून त्यानुसार आदेश जा. क्र मनपा/विद्युत/वाशी/१९०१/२०२१ - दि. ०९/२/२०२१ पारीत केला आहे.

उपरोक्त आदेशानुसार Smart light ESCROW Account मध्ये (सुरक्षित बँक ऑफ इंडिया पंचवटी शाखा) रु. ८.२५ कोटी फ्लेक्सी डीपॉझीट जमा करणे व विज बिल अदा झाले नंतर कमी झालेली रक्कम पुन्हा Escrow Account जमा करून फ्लेक्सी डिपॉझीट रु. ८.२५/ कोटी कायम ठेवणे बाबत, मा. मुख्य वित्त व लेखाधिकारी यांना दोसाठी पत्र समवेत सादर केले आहे. मान्यता व स्वाक्षरीस सादर.

१०/२/२१.

मा. उपअभियंता (वि) 11/2/21

मा. कार्यकारी अभियंता (वि)
रेवाट
11/2/2021



दिनांक १६ /०२/२०२१

मा.आयुक्त् सो. यांचे कडेस,
सविनय सादर,

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

संदर्भ :-१) मा.महासंचालक महा उर्जा यांचे दि.१५/०९/२०१७ रोजीचे पत्र,मा.महाराष्ट्र शासन उर्जा संवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा. स्थायी समिती ठराव क्रमांक ३१४, दिनांक २८/०२/२०१९.

४) इकडील कार्यालयाचे पत्र जा.क्र. ७१३/२०२०, दिनांक १५/०९/२०२०.

५) प्रकल्प सल्लागार मे.केपीएमजी यांचा अहवाल दिनांक २१/०१/२०२१.

६) प्रकल्प सल्लागार मे.केपीएमजी यांचा अहवाल दिनांक १६/०२/२०२१

७) मा.सभापती स्थायी समिती यांचे दि. ०२ /०२/२०२१ रोजीचे पत्र.

नाशिक स्मार्ट सिटी (NMSCDCL) च्या प्रोजेक्ट भास्कर अंतर्गत ABD परिसरामध्ये ऊर्जा बचत करणारे स्मार्ट LED स्ट्रीट लाईटस (4112) लावण्याचे प्रस्तावित होते. त्यानुसार स्मार्ट सिटी प्रकल्प सल्लागार मे.केपीएमजी ह्यांनी डिपीआर बनवून सादर केलेला होता. परंतु इतक्या छोट्या प्रकल्पाची Financial Feasibility साध्य होत नव्हती. त्यामुळे बोर्ड मिटींग मध्ये हा प्रकल्प ABD परीसराऐवजी संपुर्ण मनपा क्षेत्रात (PAN City) राबविण्याचा निर्णय घेण्यात आला. त्यानुसार प्रकल्प सल्लागार मे.केपीएमजी ह्यांनी सुधारीत डिपीआर सादर केल.

त्यानुसार संदर्भ क्र. 2 अन्वये नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रिट लाईट लावणे व त्यांची सात वर्षापर्यंत देखभाल व दुरुस्ती करण्याच्या कामाची ई- निविदा प्रक्रिया राबविण्यात आली, सदर प्रकल्पाचे इंग्रजीत नांव खालीलप्रमाणे आहे.

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of sharing energy savings on public-private-partnership (PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

या प्रकल्पाच्या मुख्य ठळक बाबी खालील प्रमाणे

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिवे हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जाणार आहेत.
- सदर प्रकल्पात मनपास कोणतीही आर्थिक भांडवली गुंतवणूक करावी लागणार नाही.
- सदर प्रकल्पात पुढील किमान सात वर्ष पथदिप देखभाल दुरूस्ती कंपनी Concessionaire यांचे मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांसाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात २० स्मार्ट पोल उभारुन त्यावर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हारमेंटल सेंन्सर्स बसविण्यात येणार आहेत.
- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरू, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.
- सदर प्रकल्पाकरीता मनपा मध्ये मध्यवर्ती कमांड कंट्रोल सेंटर (CCC) उभारणे व तेथुन संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling करणे शक्य होणार आहे.
- सदर प्रकल्पाचा कंन्सेशन पिरीयड सात वर्ष असुन या कार्याकाळात मक्तेदार यांची देयके अदा करणेसाठी ESCROW Account उघडण्यात येणार आहे. त्यात मनपा मार्फत ESCROW करारनाम्यानुसार पथदिपांचे मासिक वीजबिलाची रक्कम भरणा करण्यात येणार आहे. त्यातून सर्वप्रथम पथदिपांचे मासिक वीजबिल महावितरण कंपनीस अदा होईल व त्यानंतर होणा-या बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले नंतर उर्वरीत रक्कम Concessionaire यांना मिळणार आहे.
- सदर प्रकल्प राबविताना सर्व्हे अहवालानुसार आवश्यकते प्रमाणे पोल, केबल, बॉक्स, अर्थींग इत्यादी अनुषंगीक कामे सुरवातीस एक वेळेस मनपास करून दयावी लागणार आहेत व त्यानंतर त्याची देखभाल व दुरुस्ती Concessionaire यांनी पुढील सात वर्ष करावयाची आहे. फक्त पोल खराब झाला किंवा शिफ्टींग असेल तर ते मनपाने करावयाचे आहे.
- सदर प्रकल्पासाठी निविदा अटि शर्तींनुसार Concessionaire यांनी SPV (Special purpose vehicle) स्थापन करता येणार आहे. त्यामध्ये मुख्य Concessionaire कंपनीचे किमान ५१% भाग भांडवल असणेची अट आहे. Concessionaire यांनी SPV स्थापन केली तर करारनामा SPV बरोबर करावयाचा आहे.

- निविदा भरताना Concessionaire यांनी कमीत कमी वीजबचत कमीत कमी ५५% देणे व बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पात प्रत्येक Concession Period सुरु झाल्यानंतर सहा महिन्यांनी शासकीय अभियांत्रिकी महाविदयालय/तंत्रनिकेतन/मेडा/शासनमान्य एनर्जी ऑडीटर किंवा एआयसीटीई अॅप्रुव्हड अभियांत्रिकी महाविद्यालय यांपैकी एका संस्थेकडून एनर्जी ऑडीट करणेत येणार आहे व त्यात ऑडीटरमार्फत वेळोवेळी सुचविलेले बदल Concessionaire यांना बंधनकारक आहेत.
- याप्रकल्पाच्या कन्सेशन कालावधी दरम्यान संपुर्ण देखभाल व दुरुस्तीची जबाबदारी मे.टी.पी. ल्युमिनिअर यांची राहणार असुन, त्यामुळे मनपाचा पथदिप दुरुस्ती साहीत्य खरेदी वार्षिक खर्च, सुमारे ४.०० कोटी इतकी मनपाची बचत होणार असुन अतिरिक्त लागणा-या मनुष्यबळ खर्चात देखील बचत होणार आहे.

उपरोक्त कामाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९ (२०१७-१८) अन्वये दि. २८/०३/२०१७ रोजी जाहिर ई- निविदा काढण्यात आल्यानंतर डेली फ्रि प्रेस, दैनिक सकाळ, दैनिक सामना, दैनिक प्रात:काळ या वृत्तपत्रांमध्ये प्रसिध्द करण्यात आली. दि. २८/०३/२०१८ ते २३/०५/२०१८ दरम्यान प्रथम कॉल व त्यानंतर दोन वेळेस मुदतवाढ देऊनही एकही निविदा प्राप्त झाली नाही, त्यामुळे सदर कामाची सुधारित निविदा तयार करुन निविदा सुचना क्र.३९ अन्वये फेरनिविदा काढण्यात आली. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pvt Ltd. यांची एकमेव निविदा प्राप्त झाली होती.

मुळ प्रस्ताव प्रमाणे निविदा समिती मा.अतिरिक्त् आयुक्त सो., यांचे अध्यक्षेतखाली त्यामध्ये मा. मुख्यलेखापरीक्षक, मा.वित्त् लेखा अधिकारी, मा. मुख्यकार्यकारी अधिकारी (NMSCDCl), अधिक्षक अभियंता विद्युत यांत्रिकी विभाग, कार्यकारी अभियंता विद्युत, मनपा अशी तयार करण्यात आली होती.

निविदादारक M/s.Inspira Enterprises India Pvt Ltd यांनी सादर केलेली तांत्रिक कागदपत्रे नाशिक स्मार्ट सिटी सल्लगार कंपनी मे.केपीएमजी यांनी (Envelop-A) छाननी करुन दि.०३/०९/२०१८ रोजी निविदा समिती समोर ठेवले असता ते पात्र झाल्यामुळे त्यांची (Envelop-B) Demonstration & proof of concept (POC) दि.१५/०९/२०१८ पासून सुरु करावे यासाठी M/s.Inspira Enterprises India Pvt.Ltd. यांना ई-मेल व्दारे कळविण्यात आले. कंपनीने POC दि.२४/०९/२०१८ रोजी सुरू न केल्याने पुन्हा त्यांना स्मरणपत्र देण्यात आले.

- परंतु M/s.Inspira Enterprises India Pv.Ltd. यांनी कोणतेही POC किंवा Demonstration सुरू केले नाही. त्यामुळे या कार्यालयाचा E-mail दि. ०९/१०/२०१८ अन्वये M/s.Inspira Enterprises India Pv.Ltd यांना पुन:श्च एकदा निविदा अटी-शर्ती प्रमाणे दि.११/१०/२०१८ पासून POC सुरू करावे अन्यथा आपली निविदा रद्द करणेत येईल याबाबत E-Mail व्दारे कळविणेत आले.
- M/s.Inspira Enterprises India Pvt.Ltd. यांनी Demo of POC साठी पुन्हा दि.१५/१०/२०१८ पावेतो मुदतीची E-mail व्दारे मागणी केली.
- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pvt.Ltd. निविदा अटी-शर्ती (RFP) प्रमाणे POC देणेस असमर्थ ठरले.
- प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल सादर केला असता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pvt.Ltd. हे अपात्र ठरत असल्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक होते. त्यानुसार प्रकल्प सल्लागार यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेर ई-निविदा सुचना क्र.१६ (२०१८-१९) अन्वये निविदा समितीची मान्यता घेऊन दि.२२/१०/२०१८ रोजी फेर निविदा काढण्यात आली.
- दि.३०/१०/२०१८ रोजी मा.आयुक्त सो., यांच्या दालनात प्रि-बीड मिटींग झाली. त्यात आलेल्या मुद्दयांचा खुलासा व स्पष्टीकरण CSD तयार करुन त्यास निविदा समितीची मान्यता दि.०३/११/२०१८ रोजी निविदा संकेतस्थळावर अपलोड करण्यात आले.
- सदर निविदेस दि.२२/१०/२०१८ ते २८/०१/२०१९ या काळात पाच वेळा मुदतवाढ देवूनही प्रतिसाद मिळत नसल्याने मा.आयुक्त सो., यांचे सुचनेनुसार दुसरी प्री-बिड मिटींग घेण्याचे ठरले व त्यानुसार दि.१६/०१/२०१९ रोजी प्रि-बीड मिटींग घेण्यात आली. सदर प्री-बिड मिटींगमध्ये आलेल्या सुचनांनुसार त्याची उत्तरे खुलाशासह Corigendum क्र.३ तसेच Corigendum क्र.5 व्दारे प्रसिध्द केला. सदर दिलेल्या मुदतीत एकही निविदा प्राप्त् झालेली नसल्याने पुन्हा मुदतवाढ दिली. सदर सहाव्या मुदतवाढीनंतर दि. ३१/०१/२०१९ रोजी एक निविदा प्राप्त झाली. त्यानंतर महाटेंडर सिस्टीम अंडर मेंटेनन्स असल्याने ऑटो मुदतवाढ दि.०४/०२/२०१९ पर्यंत वाढली, मुदत संपल्यानंतर तपासले असता एक निविदा प्राप्त झाल्याचे निदर्शनास आले.

Fr 220

उपरोक्त प्रमाणे सहाव्या मुदतवाढीच्या कालावधीत ऑनलाईन निविदा प्रक्रीयेत एक निविदा प्राप्त झाली असून ती मे.टाटा प्रोजेक्ट्स लि. यांची आहे. सदर कामाची प्राप्त निविदेची तांत्रिक निविदा समीतीची मान्यता घेवुन दि. ०५/०२/२०१९ रोजी उघडण्यात आली. त्यातील मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी यांचेकडून तपासणी करून घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि.०८/०२/२०१९ रोजी सादर केला.

सदरच्या PQ अहवालानुसार निविदा अटीशर्तीतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र होत असल्यामुळे निविदा समितीची मान्यता घेऊन मे. टाटा प्रोजेक्ट्स लि. यांना निविद अटी-शर्तीनुसार असलेला पुढील टप्पा म्हणजे Demonstration & Proof of concept (POC) साठी दि.०८/०२/२०१९ रोजी कळविणेत आले. Proof of concept (POC) साठी मा.आयुक्त सो. यांनी दि.१५/०९/२०१८ अन्वये खालील प्रमाणे तांत्रिक समिती गठीत केली .

1) प्रकल्प अधिकारी MEDA नाशिक
2) कार्यकारी अभियंता MSEDCL नाशिक
3) Electrical-IT Expert प्रकल्प सल्लागार
4) कार्यकारी अभियंता (विद्युत) मनपा नाशिक
5) उप अभियंता (विद्युत) मनपा नाशिक

प-23e

उपरोक्त समितीने प्रत्यक्ष दि.११/०२/२०१९ ते १८/०२/२०१९ पावेतो स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation केले असून त्यात मे.टाटा प्रोजक्टस् हे यशस्वी झाले असल्याचा तांत्रिक समितीचा अहवाल प्राप्त झाला.

Proof of concept (POC) बाबतचा अहवाल निविदा अटी शर्तीनुसार पुर्तता करत असल्याने निविदा समितीची मान्यता घेऊन मे.टाटा प्रोजेक्टस् यांचे Envlop-C Financial bid म्हणजे आर्थिक निविदा दि.२०/०२/२०१९ रोजी उघडणेत आले. त्यामध्ये मे.टाटा प्रोजक्टस् यांनी Commited Energy saving ६०% (साठ टक्के) इतके सादर केलेले आहेत. तसेच मनपा साठी Committed Percentage share ५% (पाच टक्के) इतका सादर केलेला आहे.

निविदा अटी शर्तीनुसार मक्तेदार कंपनीने Commited Energy saving कमीत कमी 55% व मनपा हिस्सा कमीत कमी ५% बंधनकारक अटी शर्तीप्रमाणे तपासले असता सदर निविदा पात्र असल्याचे ग्राहय धरण्यात आली.त्यानंतर मे.टाटा प्रोजेक्टस मनपाचा हिस्सा वाढविणे बाबत विचारण करण्यात आली असता त्यांनंतर त्यांनी दि.२१/०२/२०१९ रोजी Committed Energy saving ६०% इतके व मनपाचा Commited Percentage share ५% इतके बरोबर असले बाबत व त्यामध्ये वाढ करता येणार नसलेबाबत कळविले आहे.

तद्नंतर सदर प्रस्ताव मा. स्थायी समिती मान्यतेसाठी ठेवले असता त्यास मा.स्थायी समितीची मान्यता ठराव क्र. 314 दि.28/02/2019 अन्वये प्राप्त झाली. त्यानुसार मे. टाटा प्रोजेक्टस यांची १००% सहभागी असलेली SPV - मे.टी.पी ल्युमिनिअर यांच्याकडुन निविदा अटीशर्तीनुसार र.रु. ८,२५,००,०००/- (र.रु. आठ कोटी पंचवीस लाख) इतक्या रक्कमेची स्टेट बँक ऑफ इंडीया, हैदराबाद बँक गॅरंटी सुरक्षा अनामत म्हणुन जमा करुन घेतल्यानंतर, त्यांचे सोबत करारानामा करण्यात आला व कामाचे आदेश मे.टी.पी ल्युमिनिअर यांना दि. २०/०८/२०१९ रोजी देण्यात आलेले आहेत.

- या प्रकल्पात कामाची मुदत ही एकुण ९.५ महिने इतकी होती. कामाच्या अटीशर्तीप्रमाणे मे.टी.पी. ल्युमिनिअर यांनी प्रथमत: मनपाच्या अस्तीत्वातील पथदिप व्यवस्थेचा सर्व्हे करावयाचा आणि त्याचे इल्युमिनेशन डिझाईन सोल्युशन प्रस्तावित करावयाचे होते, त्यानुसार मे. टी.पी. ल्युमिनिअर कंपनीने सर्व्हे पुर्ण करुन त्याआधारे इल्युमिनेशन डिझाईन सोल्युशन तयार केले आहे व ते मनपाकडे तपासणीसाठी सादर करण्यात आले, सुरवातीच्या सर्व्हेनुसार पथदिव्यांची (लाईट फिटींग) संख्या ८७२५१ इतकी दर्शविली होती व सदर सर्व्हे अहवाला डिझाईननुसार लाईट फिटींग तयार झाल्या व त्यांची तपासणी Third Party testing होवुन फिटींग्स नोव्हे प्राप्त झालेनंतर प्रत्यक्ष मनपा अभियंते, स्मार्ट सिटी अभियंता व प्रकल्प सल्लागार यांनी संयुक्तपणे सदरचे डिझाईन नॅशनल लाईटींग कोड २०१० च्या आधारे पहाणी व तपासणी करुन व शहराची होणारी वाढ, रस्त्यांची रुंदी, पोलची उंची, दोन पोलमधील अंतर इत्यादीची तपासणी करुन उपरोक्त नियमांच्या अधिन राहुन डिझाइनमध्ये आवश्यक सुधारणा प्रस्तावित करण्यात आल्या. तसेच दरम्यानच्या काळात शहरात नवीन लावण्यात आलेले पोल ज्यांना फिटींग लावलेल्या नाहीत असे विचारात घेण्यात आले. त्यानुसार सुधारित डिझाईन सोल्युशन तयार केले गेले व त्याप्रमाणे पथदिव्यांची संख्या ९३०२२ इतकी होत आहे.
- त्यानुसार पारंपारिक सोडीअम दिवे बदलुन त्याजागी उर्जा बचत करणारे LED दिवे बसविण्याचे काम प्रत्यक्षात माहे नोव्हेंबर/ डिसेंबर २०१९ मध्ये मे. टी.पी. ल्युमिनिअर यांनी LED दिवे बसविणेस चालु केलेले आहे. त्याच बरोबर अस्तित्वातील पोलवर असलेलया सर्व प्रकारच्या फिटींगस परत घेणे (Buy Back) बाबत मे.टी.पी. ल्युमिनिअर यांनी स्वंत्रत पणे दर सादर केलेले आहेत. यासंदर्भात् विद्युत विभागाने मे.टी.पी. ल्युमिनिअर यांना लेखीपत्राद्वारे जा.क्र.८४, दि.२८/०१/२०२० अन्वये कळविले होते.

- सदरचे काम करतांना मनपाने मे.टी.पी. ल्युमिनिअर कपंनीला सहाही विभागात स्वतंत्रपणे टिम नेमुन उर्जा बचत करणारे LED बसविणेबाबत कळविले होते, तसेच प्राधान्याने प्रथमत: सोडिअम दिवे बदलेणेबाबत कळविले होते व तद्नंतर आधी मनपाने लावलेले LED फिटींग की ज्याचा डिफेक्ट लायबिलिटी काळ संपला आहे किंवा संपत आहे असे बदलणेबाबत कळविले आहे.
- त्याअनुषंगाने मे. टी. पी. ल्युमिनिअर यांनी दि. १०/०२/२०२१ रोजी पत्राद्वारे Buy Back र.रु.२,२२,८०,६००/- इतकी कळविली आहे.
- सदरचे काम चालु असतांना मार्च २०२० मध्ये कोरोना महामारीचे जागतिक संकट आले त्यामुळे कंपनीला मनुष्यबळ उपलब्ध होत नव्हते, तसेच पथदिपांच्या पॅनलसाठी लागणारे काही कंपोनंट तसेच LED फिटींगमधील आयात होणारे स्पेअर पार्ट उपलब्ध होत नसल्यामुळे काम सुमारे ३ महिने बंद पडले होते व तदनंतर अत्यल्प उपलब्ध होणारे मनुष्यबळ व स्पेअर पार्ट यांची अनुपलब्धता असल्याने मे.टी.पी. ल्युमिनिअर यांचे पत्र क्र. TPLLl-NMC-SC/08-120 दि. 20/08/2020 अन्वये विनादंड मुदतवाढ मागणी केली. मा.केंद्र शासन, वित्त विभागाकडील शासन निर्णय क्रमांक NO.F.18/4/2020-PPD, Dtd.13/05/2020 अन्वये सदरचे कामास आयुक्त् सो., यांची मान्यता घेवुन ६ महिन्यांची म्हणजे नोव्हेंबर २०२० अखेर विनादंड मुदतवाढ देण्यात आलेली आहे. सदर मुदतवाढ देतांना सदर वाढीव मुदत संपल्यानंतर निविदा अटीशर्ती क्र.७.१. व ७.२ सर्व्हिस लेवल ॲग्रीमेंटप्रमाणे दंडात्मक कार्यवाही करण्याची तरतुद आहे, त्यानुसार कार्यवाही करण्यात येईल असे दि.१६/०९/२०२० च्या पत्राव्दारे कळविले आहे. निविदा अटीशर्तींतील क्रमांक ७.१ नुसार उशिर झाल्यास प्रति आठवडा बँक गॅरंटीच्या ०.५%, (कमाल बँक गॅरंटीच्या १०%) याप्रमाणे दंड आकारण्याची तरतुद आहे.
- याकामाच्या निविदा अटीशर्तींमधील क्रमांक ४.४ Concessionaire Project Structure मधील Payment Security नुसार प्रकल्पाचे काम ८०% इन्स्टॉलेशन पुर्ण झालेवर कन्सेशन कालावधी चालु करता येईल असे नमुद आहे. मे.टी.पी. ल्युमिनिअर यांनी त्यांचे पत्र क्र. TPLLl-NMC-SC/08-148 दि. 23/11/2020 अन्वये Completion Certificate देण्याची मागणी केली. परंतु प्रकल्प सल्लागार यांचा अहवाल मान्य असल्याचा मक्तेदार कंपनी मे.टी.पी. ल्युमिनिअर यांनी नोव्हेंबर २०२० अखेर फिटींग व पॅनेल इन्स्टॉलेशनचे काम ८०% पुर्ण केलेले आहे, याविषयी संदर्भ क्रमांक ५ अन्वये प्रकल्प सल्लागार मे.के.पी.एम.जी यांचा अहवाल सादर करण्यात आलेला आहे. त्याप्रमाणे मे.टी.पी.ल्युमिनिअर यांचा कन्सेशन कालावधी दि. १ डिसेंबर २०२० पासुन चालु करण्यात आला आहे, परंतु सद्य:स्थितीत सदर कामापोटी अदयापावेतो कोणतीही रक्कम अदा करण्यात आलेली नाही. माहे नोव्हेंबर २०२० अखेरपर्यंत पुर्ण झालेल्या कामाचा तक्ता खालीलप्रमाणे .

Month	Total Final QTY	QTY installed (Fixtures)	Total QTY of GLM	QTY installed (GLM)	% Progress Fixtures	% Progress GLM
March	93022	36886	1525	NA	39.65	NA
April	93022	38875	1525	NA	41.79	NA
May	93022	42199	1525	NA	45.36	NA
June	93022	46930	1525	NA	50.45	NA
July	93022	52265	1525	189	56.19	NA
Aug	93022	60881	1525	303	65.45	19.87
Sept	93022	70471	1525	637	75.76	41.77
Oct	93022	76241	1525	986	81.96	64.66
Nov	93022	78505	1525	1254	84.39	82.23

- दिनांक १५/०२/२०२१ पर्यंत एकुण ९३०२२ पैकी ८०५६४ LED लाईटस (८७%) लावण्यात आलेले आहेत.
- सदर प्रकल्पात कन्सेशन कालावधीमध्ये मे. टी.पी. ल्युमिनिअर यांना देयक अदा करण्यासाठी निविदा अटीशर्तींतील क्रमांक ४.४ नुसार Escrow Account युनियन बँक ऑफ इंडीया, पंचवटी शाखा, नाशिक येथे Escrow Agreement नुसार उघडण्यात आले आहे. मे.टी.पी. ल्युमिनिअर यांची प्रतिमाह देयके Escrow Agreement मधील कलम क्रमांक ३.२ व ४.१.१ यानुसार केलेल्या शेअर एनर्जी सेव्हींगच्या प्रमाणात अदा करण्यात येईल. मे.टी.पी. ल्युमिनिअर यांनी निविदा अटीशर्तींनुसार दरमहा ६०% एनर्जी सेव्हींग करण्याचे करारनाम्यात मान्य केलेले असुन दरमहा ६०% पेक्षा कमी एनर्जी सेव्हींग झाल्यास निविदा अटीशर्तींतील क्रमांक ७.२ अन्वये र.रु. ५०,०००/- प्रति महिना प्रति टक्का कमी एनर्जी सेव्हींग याप्रमाणे दंड आकारण्यात येईल.

- सदर प्रकल्पास मक्तेदार संस्थेचा कन्सेशन कालावधी हा एकुण ७ वर्षे (८४ महिने असुन) त्याकालावधीत त्यांना उर्जा बचतीप्रमाणे रक्कम अदाईगी होणार आहे. तसेच याकामावर निविदा अटीशर्ती क्र. ७.२ सर्व्हिस लेवल ॲग्रीमेंट प्रमाणे देखरेख ठेवली जाणार आहे व त्याचबरोबर याच अटीशर्तींच्या आधारे काम असमाधानकारक आढळुन आल्यास दंडात्मक कार्यवाही करण्यात येणार आहे.
- निविदा अटी-शर्ती ४.९ नुसार Baseline energy consumption ठरविण्यात येणार आहे. त्यासाठी मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनीकेलेला सर्व्हे, तपासणी केलेले सुधारीत इल्युमिनेशन डिझाईन सोल्युशन यांचा आधार घेण्यात आलेला आहे. या संदर्भात मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनी Baseline calculation सादर केलेले असून त्याची तपासणी सुरू आहे. Baseline च्या आधारावर मे.टी.पी. ल्युमिनिअर प्रा.लि. यांची मासीक देयके आणि निविदा अटी-शर्ती क्र.७ नुसार सर्वीस लेव्हल Indicator हयाची तपासणी होणार असून Compliance होत नसल्यास दंडात्मक कारवाईची तरतूद आहे.
- या प्रकल्पातंर्गत दर सहा महिन्यानी प्रकल्पाचे एनर्जी ऑडिट करण्याची तरतुद आहे. याकामासाठी निविदा अटीशर्तींतील क्रमांक ४.१८ नुसार मनपाने महाराष्ट्र उर्जा विकास प्राधिकरण (MEDA) नोंदणीकृत एनर्जी ऑडीटर यांची नेमणुक मनपाने केलेली आहे. त्यानुसार त्यांचेमार्फत प्रकल्पाची तपासणी सुरु आहे. ही तपासणी प्रकल्पाच्या संपुर्ण कालावधीसाठी म्हणजेच ७ वर्षांकरीता असुन ऑडीटरने वेळोवेळी सुचविलेले बदल मे.टी.पी. ल्युमिनिअर यांचेवर बंधनकारक आहे.
- तसेच याप्रकल्पात निविदा अटीशर्तीप्रमाणे मनपा मुख्यालय येथे Command and Control Center तयार करण्यात आलेले आहे. सदरहु Command and Control Center मधुन या प्रकल्पाची २४ X ७ पध्दतीने देखरेख होणार आहे.
- याप्रकल्पाच्या कन्सेशन कालावधी दरम्यान संपुर्ण देखभाल व दुरुस्तीची जबाबदारी मे.टी.पी. ल्युमिनिअर यांची राहणार असुन, त्यामुळे मनपाचा पथदिप दुरुस्ती साहीत्य खरेदी वार्षिक खर्च, सुमारे ४.०० कोटी इतकी मनपाची बचत होणार असुन अतिरिक्त लागणा-या मनुष्यबळ खर्चात देखील बचत होणार आहे.
- याप्रकल्पामुळे मनपाच्या पथदिवे वापरापोटी येणा-या युनिटमध्ये साधारणत: ६०% बचत अपेक्षित आहे व शहरातील सर्व लाईटसवर २४ X ७ देखरेख कमांड कंट्रोल सेंटर मध्ये असणार असल्याने नागरिकांसाठी शहरातील सर्व रस्त्यांवर LED लाईटस उपलब्ध होणार असुन सर्व्हिस लेवल इंडीकेटर ठरवुन दिलेले असल्यामुळे नागरिकांना मिळणा-या सर्व्हीसच्या गुणवत्तेत वाढ होणार आहे.
- दि. १५/०२/२०२१ पर्यंत मान्यता मिळालेल्या इल्युमिनेशन डिझाईन सोल्युशन प्रमाणे ९३०२२ पैकी ८०५६४ LED लाईट्स बसविण्यात आले आहे उर्वरित २४४२ सोडीयम लाईटस आणि १००१६ जुने LED बदलण्याचे काम जसा DLP कालावधी संपेल तसे टप्पा टप्याने चालु आहे. निविदा अटीशर्तींप्रमाणे व संदर्भ क्र. ४, अन्वये कामाची मुदत माहे नोव्हेंबर-२०२० अखेरपावेतो होती. उर्वरित काम पुर्ण करणेसाठी मे.टी.पी. ल्युमिनिअर यांनी फेब्रुवारी अखेरपर्यंत विनादंड मुदतवाढ देणेबाबत दि.२३/११/२०२१ रोजी पत्राद्वारे विनंती केली असता, विभागाने अद्यापपोवतो ही विनंती मान्य केलेली नाही व निविदा अटीशर्तींमधील कलम ०७ नुसार काम पुर्ण होईपावेतो दंड लागेल असे मे. टी.पी. ल्युमिनिअर यांना कळविण्यात आलेले आहे.

या दरम्यान मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनी मा.सभापती, स्थायी समिती यांनी दि. २९/०१/२०२१ रोजी पत्र दिले, त्यास मा. स्थायी समिती सभापती यांचा त्याबाबत प्रशासनास माहिती देणेबाबत कळविले आहे. त्यात त्यांनी कोरोना १९ मुळे झालेल्या विलंबाप्रमाणे पथदिपांच्या उर्जा बचतीचा प्रत्यक्ष फायदा कंपनीला न होता त्याबाबत त्यांनी नुकसान भरपाई मागितली आहे. त्यांचे पत्रानुसार प्रकल्पाच्या चालु होणा-या काळापासुन प्रकल्प राबवितांना येणा-या विविध अडचणी व मर्यादा ज्या कंपनीच्या नियंत्रणाच्या बाहेर असल्यामुळे कंपनी वेळेत सोल्युशन सादर करु शकली नाही. तदनंतर मार्च २०२० पासुन कोविड १९ ची महामारी व लॉकडाऊन काळात कंपनी प्रकल्पाचे काम निर्धारीत वेळेत पुर्ण करु शकली नाही जसे की, कंपनीच्या प्रोजेक्टचे मनुष्यबळ् अतिरिक्त् कामासाठी नाशिक मध्ये राहिलेले आहे. तसेच प्रकल्पासाठी नियुक्त् केलेले व्हेंडर व त्यांचे कुशल मनुष्यबळ् कोरोना काळात पथदिप लावण्याची अतिरिक्त् जबाबदारीवर नियुक्त् केलेले होते. त्यामुळे त्यांचे व्हेंडरला त्यांना अतिरिक्त् वित्त् पुरवठा (Payment) अदा केलेले होते व त्यामुळे त्यांना कोरोना काळात सुध्दा कामकाज करुन घेतलेले आहे. त्यामुळे त्यांनी मनपाचे पथदिव्यात LED बसविल्यामुळे जी वीज बचत, आर्थिक बचत झाली त्याचा हिस्सा मागितला आहे. तसेच लॉकडाऊन काळात त्यांचे कुशल मनुष्यबळ व मशिनही वापराविना राहिल्यामुळे त्यांचे जे नुकसान झालेले आहे. त्याची भरपाई मागितली आहे.

तसेच त्यांनी असे नमुद केलेले आहे कि कोरोना/लॉकडाऊनमुळे प्रकल्प् विलंबामुळे मे.टी.पी. ल्युमिनिअर प्रा.लि. कंपनीला झालेल्या नुकसानीमुळे कंपनीची आर्थिकस्थिती अडचणीची झालेली असुन त्यांना त्यांचे व्हेंडर तसेच प्रकल्पासाठी वित्त् पुरवठा करणारी बँक/ वित्त् कंपन्या यांना परतफेडीची रक्कम बाबत अडचण तयार झालेली आहे. मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनी माहे जुन २०२० ते नोव्हेंबर २०२० पर्यंत झालेल्या एनर्जी सेव्हींग प्रमाणे ९.६५कोटी

व कोविड-१९ काळात झालेल्या अतिरिक्त् खर्चापैकी ४६ लक्ष असे(एकुण १०.११ कोटी) इतक्या रक्कमेची मागणी केलेली आहे.

निविदा अटीशर्ती क्रंमाक 3.24.2-V नुसार Implementation Period मध्ये होणारा वीज बचतीचा फायदा मक्तेदार यांना क्लेम करता येणार नाही. त्याविषयी संदर्भ क्र. ६ अन्वये प्रकल्प सल्लागार मे. केपीएमजी यांचा अहवाल सादर करण्यात आला आहे. तसेच कोविड-१९ बाबत मे. टी.पी. ल्युमिनिअर यांना मा.केंद्र शासन, वित्त विभागाकडील

शासन निर्णय क्रमांक NO.F.18/4/2020-PPD, Dtd.13/05/2020 अन्वये सदरचे कामास आयुक्त् सो., यांची मान्यता घेवुन ६ महिन्यांची म्हणजे नोव्हेंबर २०२० अखेर विनादंड मुदतवाढ देण्यात आलेली आहे.

मा.सभापती, स्थायी समिती यांनी मा.आयुक्त सो.,यांना दि.०२/०२/२०२१ रोजी पत्र देवून याबाबत माहिती मा.स्थायी समितीस सादर करणेबाबत कळविले होते. त्यानुसार याबाबत प्रस्ताव तयार करून समवेत सादर करण्यात येत आहे. मान्य झाल्यास त्यावर स्वाक्षरी होणेस विनंती.

क.लिपीक
कार्यासन १ 16/2/21

मा.उपअभियंता(वि) 16/2/21 16/2/2021

मा.कार्यकारी अभियंता(वि)
(श्री.डी.बी.वनमाळी) 16/2/2021

मा. अधिक्षक अभियंता (वि.)
(श्री.एस.एम.चव्हाणके) 16/2/2021

मा. आयुक्त महोदय
(श्री कैलास जाधव) 17/02

आयुक्त कार्यालय, नाशिक
नस्ती क्रमांक :- 6/cc/24
आवक दिनांक :- 16/2/2021
जावक दिनांक :- 17/2/2021

वि-भा-ज-क

नाशिक महानगरपालिका, नाशिक

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नाशिक महानगरपालिका, नाशिक

कार्यवाही – अनुक्रमणिका

NOTING

311/58/2

अ.क्र.	तपशील (का)	दिनांक	पा.नं. (का)
1	Load Calculations		01 to 06
2	ऊर्जा संवर्धन धोरण 2017 मा शासन परिपत्रक		07 to 26
3	मनपा कायदेसल्लागार यांचा अभिप्राय (Ad. R.P. Pagar)		27 to 28
4	P.M.C Presentation व प्रस्ताव		29 to 56
5	मा. महासभा डॉकेट		57 to 58
6	E.E.S.L. Documents.		59 to 72
7	Street Light Bills Amount.		73 to 74
8	मा. महासभा अजेंडा 10/01/2018.		75 to 80
9	सार्वजनिक बांधकाम परिपत्रक पत्र.		81 to 84
10	मा. महाराष्ट्र शासन ऊर्जा धोरण परिपत्रक.		85 to 86
11	मा. महासभा ठराव क्र 1380 dt. 10/01/2018.		87 to 92
12	E.E.S.L Letters.		93 to 98
13	Hon'ble Pitition Documents-		99 to 104
14	सार्वजनिक बांधकाम परिपत्रक पत्रव्यवहार		105 to 108
15	मनपा कायदेसल्लागार यांचा अभिप्राय Legal opinion.		109 to 120
16	E.E.S.L. पत्र		121 to 134
17	मा. शासन ऊर्जा संवर्धन धोरण परिपत्रक.		135 to 138
18	तज्ञ समिती नियुक्ती व खर्च पत्र.		139 to 150
19	महाराष्ट्र ऊर्जा विकास अभिकरण पत्र.		151 to 154
20	ई निविदा प्रक्रिया (सूचना क्र. 16 (2018-19)) व निविदा उघडणे प्रक्रिया.		155 to 1124
21	T.P.L. Documents.		1125 to 1340
22	Bid Evaluation		1341 to 1348.
23	MEVELN कंपनीचे पत्र.		1349 to 1350
24	Bid Evaluation		1351 to 1392
25	मा. स्थायी समिती डॉकेट, व ठराव क्र. 398 दि 24/04/19		1393 to 1422
26	DFT Letter of Award. (L.O.A.)		1423 to 1426.
27	T.P. Luminers Documents-		1427 to 1458
28	Request for Proposal (RFP).		1459 to 1616.
29	Letter of Award (L.O.A.)		1617 to 1620
30	T. P. Lumeniers Documents		1621 to 1696
31	Bank Guarantee Verification	letter.	1697 to 1698

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नाशिक महा...

कार्यवाही – अनुक्रमणिका

311/58/2

NOTING

अ.क्र.	तपशील (का)	दिनांक	पा.नं. (का)
32	NMC & T.P.L. पत्रव्यवहार, & Email.		1699 to 1708.
33	मा: सदस्यांची तक्रार पत्र.		1709 to 1738
34	Indusind Bank & Yes Bank letters.		1739 to 1746
35	T.P. Luminaires पत्रव्यवहार, & Email.		1747 to 1766
36	मनपा कार्यकारी अभियंता P. Narayan & अतिरिक्त आयुक्त यांना पाठविले पत्र.		1767 to 1772
37	NMC & T.P.L. Email पत्रव्यवहार		1773 to 1786
38	Ad. P. Narayan यांचे पत्र.		1787 to 1788
39	निविदा समिती बैठकी बाबत पत्र.		1789 to 1790
40	मा: सदस्य पत्र.		1791 to 1792
41	निविदा समिती बैठक पत्र.		1793 to 1796
42	Letter to T.P.L.		1797 to 1798
43	Ad. P. Narayan यांचेकडे कार्यकारी अभिप्राय पत्र.		1799 to 1802
44	Bank Gasuntee बाबत पत्र.		1803 to 1870
45	Work order		1871 to 1874
46	Agreement बाबत पत्रव्यवहार.		1875 to 1888
47	मा: सदस्य पत्रव्यवहार.		1889 to 1894
48	T.P.L. पत्रव्यवहार.		1895 to 1898
49	Know Our Works पत्र.		1899 to 1900
50	Mail to T.P.L.		1901 to 1904
51	मा. सदस्य पत्र		1905 to 1908
52	NMC व T.P.L. Email व पत्रव्यवहार.		1909 to 1922
53	Inspection Reports.		1923 to 1966
54	Survey Reports. by T.P.L.		1967 to 2024
55	T.P.L. Operation Plan.		2025 to 2030
56	उपअभियंता यांचे पत्र व त्यांना उत्तर.		2031 to 2036
57	Reference Letter by Tata to Bajaj		2037 to 2038
58	Mail from T.P.L. to P.M.C.		2039 to 2040
59	Letter of P.M.C.		2041 to 2042
60	Test Reports of Fittings		2043 to 2116
61	Designs from Bajaj		2117 to 2122
62	मा. महाराष्ट्र शासनाचे उर्जा विभाग परिपत्रक		2123 to 2126
63	Letter to T.P.L. P.L. for old fittings		2127 to 2128
64	Letter to MEDA for Audit.		2129 to 2[illegible]

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Sr. No.	Division	Total Pole	70W	150W	250W	400W	T5 96W	led-60W	Led-45W	Led-90W	Led-120W	Led-16W	Flood light-120W	Led-36W
1	Satpur	8800	4321	1617	1159	305	2037	740	345	193	3	0	29	0
2	Panchvati	14619	8186	5635	1439	657	2749	1299	516	0	0	0	0	0
3	Nashik East	10561	2915	4420	1269	288	239	1700	120	45	0	0	0	0
4	Cidco	14231	6500	6809	2701	149	576	692	357	23	0	0	0	0
5	Nashik West	7097	0	3519	0	318	2409	845	0	54	0	0	0	345
6	Nashik Road	13161	6134	6731	2273	100	0	875	0	23	0	0	0	0
		68469	28056	28731	8841	1817	8010	6151	1338	338	3	0	29	345
	Total Poles	**76685**												
	Total Fixtures	**83659**												
	Total Fixtures without LED	**75455**												
	Total Existing LED	**8204**												

Cumulative Wattage of all the fixtures(Wt)	**10455530**
Cumulative Wattage of all the fixtures(Wt) without LED	**9979580**
Cumulative Wattage of all the fixtures(Wt) of LED	**475950**

Existing Sodium + LED

Deemed Cumulative Power (Wc1) For Conventional	11476517	1.15	(15% W loss)	theretical total watt losses in control gear of conventional street
Deemed Cumulative Power (Wc2) For Non-conventional	499747.5	1.05	(5% W loss for LED)	
Wc=(Wc1+Wc2)	11976264.5			
Uptime of lighting fixtures	11	Hrs		
Total Time(Annual)	365	days		
T in hours	4015	hrs		
Baseline Energy Consumption(Eb)	**48084702**	Kwhrs(units)		

Deemed Cumulative Power (Wc) after replacement	**6466887**
Baseline Energy Consumption(Eb) after replacement	**25964551**
Energy Saving (W)	**22120151**

Existing Sodium + LED

Energy Savings Amount in any year		
Actual Cumulative Streetlight energy Consumption billed by DISCOM in a year (PL)	171885330	INR
Power cost-Cost per unit	6.62	INR
Baseline Energy Cost (PB)	318320727	INR
Energy Savings Amount in a year (PS=PB-PL)	**146435397**	INR

Sodium To LED Conversion				
Sodium	**LED**	**Qty**	**Price**	**Wattage**
400	210	1817	12000	381570
250	110	8841	9000	972510
150	90	28731	5000	2585790
70	45	28056	3500	1262520
96	60	8010	4000	480600

Number of Existing Fixtures		Units
Total conventional Fixtures	75455	Nos.
Total Existing LED fixtures	8204	Nos.
Total Feeder Panels fpr conventional fixtures	1509	Nos.
Total Feeder Panels for existing LED	164	Nos.

Group Control, Group ON-OFF, Group Dimming (Sodium to LED & Existing LED)		Units	
For converting Coventional Fixtures to LED			
Per unit Cost for new LED fixtures(210W)	12000	INR	
Per unit Cost for new LED fixtures(110W)	9000	INR	
Per unit Cost for new LED fixtures(90W)	5000	INR	
Per unit Cost for new LED fixtures(60W)	4000	INR	
Per unit Cost for new LED fixtures(45W)	3500	INR	
Total Cost of Fixtures New LED	375264000	INR	
Per unit cost of Feeder Panel	60000	INR	
Total Cost of Feeder Panel New LED	90540000	INR	
For Existing LED			(Only the feeder panels for the existing LED will be replaced for connectivity with the Command and Control centre)
Feeder Panel(Per Unit)	50000	INR	(No Dimming Control)
Total Cost of Feeder Panel New LED	8200000	INR	
Total Capex for New LED	465804000	INR	
Total Capex for Existing LED	8200000	INR	
Independent Energy Auditor's Cost	1200000	INR	
Total Capex	**474004000**	**INR**	
Contingency	**9%**		
Total Capex with Contingency	**516664360**	**INR**	
Cost of software	**6500000**	**INR**	
Total Capex with Software	**523164360**	**INR**	

O&M per year		
		Units
O&M cost per New LED per year	300	INR
O&M cost per Existing LED per year	100	INR
Number of years of O&M	7	Nos.
AMC % for software with licence per year	3%	%
AMC for software with licence per year	195000	INR
Wiring maintainance	2000000	INR
Independent Engineer	1200000	INR
O&M per year	**25651900**	INR

Ext. fitting ~~buyback~~ cost.
contengency -
maint. cost!

Year	Cost per unit	Unit
2016-17	6.62	INR
2015-16	6.24	INR
2014-15	6	INR
2013-14	5.81	INR
2012-13	5.43	INR

Tariff Order-MSEDCL 2015	CAGR	10%

RAJARAM MANE I.A.S.
DIRECTOR GENERAL

सत्यमेव जयते

MEDA महाऊर्जा

इसीएन/२०१७-१८/सीआर-२६/३६९१

३१ ऑगस्ट, २०१७

EE (ELEC.)

विषय — राज्याचे ऊर्जा संवर्धन धोरण — २०१७ बाबत.

महाराष्ट्र ऊर्जा विकास अभिकरण (महाऊर्जा) ही राज्यात अपारंपरिक ऊर्जा स्त्रोतांचा विकास व ऊर्जा संवर्धनाचा प्रचार व प्रसार करणारी मूलाधार संस्था आहे. केंद्र शासनाने ऊर्जा संवर्धन कायदा, २००१ पारित केला असून सदर कायद्याच्या अंमलबजावणीसाठी ब्युरो ऑफ एनर्जी एफिशिअन्सी, (बी.इ.इ.), भारत सरकार यांची नेमणूक राष्ट्रीय स्तरावर करण्यात आली आहे. ऊर्जा संवर्धन कायदा, २००१ ची व निगडित योजनांची अंमलबजावणी करणेसाठी पदनिर्देशित संस्था म्हणून राज्य स्तरावर महाऊर्जाची नेमणूक करण्यात आली आहे.

ऊर्जा संवर्धन कायदा, २००१ च्या अंमलबजावणीसाठी राष्ट्रीय स्तरावर स्थापित ब्युरो ऑफ एनर्जी एफिशिअन्सी (बी.इ.इ.), नवी दिल्ली यांच्या अहवालानुसार सर्व क्षेत्रात २० ते ३० टक्के ऊर्जा बचतीस वाव आहे. सदर वाव पाहता ऊर्जा संवर्धनासाठी उपलब्ध होणाऱ्या नवनवीन तंत्रज्ञान वापरास प्रोत्साहन देणे गरजेचे आहे. तसेच ऊर्जा संवर्धनाला प्रोत्साहन देण्यासाठी आधुनिक व ऊर्जा कार्यक्षम तंत्रज्ञानाची सर्वांना ओळख होणे तसेच ऊर्जा कार्यक्षमतेचे महत्व सर्व स्तरावर ज्ञात असणे गरजेचे आहे. शासनाने ऊर्जा संवर्धनाचे महत्व लक्षात घेऊन राज्यात ऊर्जा संवर्धनाला चालना देण्यासाठी दि.२२ जून, २०१७ च्या शासन निर्णयान्वये राज्याचे ऊर्जा संवर्धन धोरण — २०१७ राबविण्यास मान्यता दिली आहे. सदर शासन निणर्याची प्रत माहिती व अवलोकनास्तव आपल्या विभागास सादर करीत आहे. सदरच्या ऊर्जा संवर्धन धोरणातील आपल्या विभागाशी संबंधित विविध योजनांची प्रभावीपणे अंमलबजावणी करण्याच्या दृष्टीने महाऊर्जा आपल्या विभागास आवश्यक ते सहकार्य करेल.

आपला

(राजाराम माने)

नाशिक महानगरपालिका, नाशिक
नोंदणी व बटवडा विभाग मुख्यालय
आवक क्र. ४९२० जावक क्र. १९१
दिनांक १४/९/२०१७ वेळ
वितरण विभाग [illegible]
सही
सहा./उपआयुक्त
नाशिक महानगरपालिका

प्रति,
श्री. अभिषेक कृष्णा, भा.प्र.से.
मा. आयुक्त
नाशिक महानगरपालिका
नाशिक ४२२ ००२

विद्युत विभाग
आवक क्र. १४३१
दिनांक १५/९/२०१७

सोबत - राज्याचे ऊर्जा संवर्धन धोरण — २०१७

MAHARASHTRA ENERGY DEVELOPMENT AGENCY
Sr. No. 191A, Phase - 1, MHADA Commercial Complex, 2nd Floor, Opp. Tridal Nagar, Yerwada, Pune - 411 006.
Tel. No. (Per) 26615354, EPABX : 020-26614393 / 26614403 Fax No. : 020-26615031. E-mail : dg@mahaurja.com Web-site : http://www.mahaurja.com

राज्याचे ऊर्जा संवर्धन धोरण,२०१७.

महाराष्ट्र शासन
उद्योग, उर्जा व कामगार विभाग
शासन निर्णय क्रमांकः अपाऊ-२०१५/प्र.क्र.३७८/ऊर्जा-७.
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तारीख: २२ जून,२०१७

वाचा-

१) **उद्योग, उर्जा व कामगार विभाग, शासन निर्णय क्रमांकः इएनसी-१८०४/प्र.क्र. २७६/ऊर्जा-१, दिनांक ३० एप्रिल,२००५.**
२) **उद्योग, उर्जा व कामगार विभाग शासन निर्णय क्रमांकः अपाऊ-२००९/प्र.क्र.१०/ऊर्जा-७, दिनांक २१ जानेवारी, २०१०.**
३) **उद्योग, उर्जा व कामगार विभाग, शासन निर्णय क्रमांकः अपाऊ-२०११/प्र.क्र.१८८/ऊर्जा-७, दिनांक १ जुलै, २०११.**
४) **उद्योग, उर्जा व कामगार विभाग, शासन निर्णय क्रमांकः अपाऊ-२०११/प्र.क्र.१८७/ ऊर्जा-७, दिनांक १४ फेब्रुवारी, २०१३.**

प्रस्तावना -

राज्याच्या वाढत्या विकासाबरोबर तसेच नागरिकांच्या उंचावणाऱ्या राहणीमानामुळे ऊर्जेच्या मागणीत दिवसेंदिवस वाढ होत आहे. राज्याचे शहरीकरण व औद्योगिकरण यांचा वाढता विकास दर लक्षात घेतल्यास भविष्यात मोठ्या प्रमाणावर ऊर्जेची मागणी निर्माण होणार आहे. बहुतांश वीज निर्मिती कोळशापासून औष्णिक पद्धतीने होत असल्याने हरितगृह वायूंचे मोठया प्रमाणावर उत्सर्जन होते. कोळसा, तेल व नैसर्गिक वायू यांसारख्या खनिज इंधनांचा मोठ्या प्रमाणावर ऊर्जेसाठी वापर केल्याने हरितगृह वायूंचे उत्सर्जन होऊन Global Warming & Climate Change सारख्या समस्या निर्माण झाल्या आहेत. तसेच, मानवी विकास निर्देशांक ऊर्जा वापराशी निगडीत असल्याने, खनिज इंधनांचे साठे मर्यादित असल्याने भविष्यात त्याची टंचाई निर्माण होऊन विकासावर परिणाम होऊ शकतो. या सर्वांचे दुष्परिणाम कमी करण्यासाठी उपलब्ध खनिज इंधनांचा वापर अधिक काटकसरीने, कार्यक्षमतेने करणे आवश्यक झाले आहे. केंद्र शासनाने ऊर्जा बचतीचे महत्व लक्षात घेऊन ऊर्जा संवर्धन कायदा, २००१ पारीत केला आहे.

विजेच्या/ऊर्जेची सध्या वापरात असलेल्या उपकरणांची कार्यक्षमता (Efficiency) ही कमी असल्याने विजेचा/ऊर्जेचा अपव्यय होतो. विजेच्या/ऊर्जेच्या कार्यक्षम वापराचे तंत्रज्ञान दिवसेंदिवस विकसित होत असून ही निरंतर सुरु असणारी प्रक्रिया आहे. यामुळे वीज/ऊर्जा बचत हा ऊर्जेचा कायमस्वरुपी स्त्रोत म्हणून अस्तित्वात राहणार आहे. ऊर्जा संवर्धन कायदा,२००१ च्या अंमलबजावणीसाठी राष्ट्रीय स्तरावर स्थापित ब्युरो ऑफ एनर्जी एफिशिअन्सी (बी.इ.इ.), नवी दिल्ली यांच्या अहवालानुसार सर्व क्षेत्रात २० ते ३० % ऊर्जा बचतीस वाव आहे. सदर वाव पाहता, ऊर्जा संवर्धनासाठी उपलब्ध होणाऱ्या

नवनवीन तंत्रज्ञान वापरास प्रोत्साहन देणे गरजेचे आहे. विजेची निर्मिती कोळशापासून करतांना पाण्याचाही वापर मोठ्या प्रमाणावर केला जातो. ऊर्जा बचत केल्यास ऊर्जा बचतीबरोबरच पाण्याचीही बचत होईल. तसेच, प्रदुषण कमी होऊन पर्यावणाचा ऱ्हास कमी होण्यास मदत होईल. त्यामुळे, ऊर्जा संवर्धन व ऊर्जा कार्यक्षमता ही संस्कृती सर्व क्षेत्रात नागरिकांनी अंगिकारणे आवश्यक आहे. यासाठी विद्यार्थीदशेतच याबाबतचे ज्ञान असल्यास याचे भावी पिढीवर चांगले परिणाम होतील. तसेच, यासंदर्भात सर्व शासकीय / निमशासकीय विभागांनी त्यांचे अखत्यारितील क्षेत्रांत ऊर्जा संवर्धनासाठी पुढाकार घेऊन सुरवात करणे आवश्यक आहे. शासकीय/ निमशासकीय क्षेत्रात ऊर्जा वापर उपकरणांची खरेदी करतांना ऊर्जा कार्यक्षमतेचे निकष विचारात घेणे गरजेचे आहे. तसेच ऊर्जा कार्यक्षमतेच्या निकषावर आधारित नवीन इमारती, रस्ते, पथदिवे, पाणी पुरवठा यंत्रणा यांची उभारणी करणे गरजेचे होईल.

ऊर्जा संवर्धन कायदा,२००१ ची अंमलबजावणी करण्यासाठी महाराष्ट्र ऊर्जा विकास अभिकरण (महाऊर्जा) संस्थेची पदनिर्देशित संस्था म्हणून नामनिर्देशन करण्यात आले आहे. महाऊर्जातर्फे ऊर्जा संवर्धनासाठी सध्या बी.इ.इ., नवी दिल्ली यांच्या योजनांची अंमलबजावणीसह राज्यातील उद्योग, वाणिज्यिक इमारती, रहिवासी इमारती यांना ऊर्जा परीक्षणासाठी अर्थसहाय्य करणे, शासकीय/निमशासकीय इमारतींमधील पथदर्शी स्वरुपात ऊर्जा संवर्धन प्रकल्प राबविण्यासाठी अर्थसहाय्य करणे, नगरपालिका/ महानगरपालिका यांच्या पथदिवे व पाणीपुरवठा योजनांत ऊर्जा बचत कार्यक्रम राबविणे, ऊर्जा संवर्धन कायद्यानुसार मोठ्या उद्योगांत -पॅट (Perform, Achieve & Trade) योजनेची अंमलबजावणी करणे, सर्व क्षेत्रांसाठी क्षमता बांधणी कार्यक्रम राबविणे, ऊर्जा संवर्धन पारितोषिक योजना राबविणे, विविध माध्यमांतून जनजागृती करणे यांसारखी कामे केली जातात. ऊर्जा संवर्धन कायदा,२००१ च्या तरतुदींनुसार केंद्र शासन, बी.इ.इ., नवी दिल्ली यांच्यातर्फे देशात विविध योजना व उपक्रम राबवित आहेत. या योजनांचा परिणाम म्हणून मार्च, २०१५ पर्यंत १६,९६८ मे.वॅ. एवढी निर्मिती क्षमता वाचविण्यात यश मिळविले आहे. बी.इ.इ., नवी दिल्ली यांच्या योजना पुढीलप्रमाणे आहेत:-

- ऊर्जा उपकरणांसाठी स्टॅण्डर्स ॲण्ड लेबलिंग प्रोग्रॅम (S&L Program),
- मोठ्या ११ प्रकारच्या उद्योगांसाठी राष्ट्रीय ऊर्जा कार्यक्षमता वाढ मिशन (National Mission for Enhanced Energy Efficiency), पॅट योजना.

वरील कार्यक्रम राज्यात राबविण्यासाठी बी.इ.इ., नवी दिल्ली यांना महाऊर्जामार्फत सहाय्य केले जाते. मात्र, इतर उद्योग तसेच वाणिज्यिक इमारती, रहिवासी इमारती यांसाठी राज्य शासनाचे धोरण असणे गरजेचे आहे.

देशात इंधनाचे साठे मर्यादित आहेत. कोळसा, ऑईल व गॅस मोठ्या प्रमाणावर आयात केली जातात व त्यासाठी अनुदान दिले जाते. यामुळे ऊर्जेचा वापर अधिकाधिक कार्यक्षमतेने व काटकसरीने करणे गरजेचे आहे. महाऊर्जाने केलेल्या ऊर्जा परीक्षणानुसार तसेच बी.इ.इ., नवी दिल्ली यांनी दिलेल्या आकडेवारीनुसार ऊर्जा संवर्धनासाठी प्रत्येक क्षेत्रात असलेला वाव पुढीलप्रमाणे नमूद करता येईल.

- पथदिवे व पाणीपुरवठा-२० %
- घरगुती क्षेत्र-२० %
- व्यावसायिक क्षेत्र-३० %
- उद्योग क्षेत्र-२५ %
- कृषी क्षेत्र-३० %

वर नमूद केलेल्या आकडेवारीनुसार महाराष्ट्रात ३७०० मे.वॅ. वीज उत्पादन क्षमता वाढ वाचविणे शक्य आहे. तसेच, कोळसा, खनिज तेल, गॅस या खनिज इंधनांच्या वापरापैकी २० ते ३० % इंधन वाचविणे शक्य आहे.

जुनी उपकरणे बदलून नवीन तंत्रज्ञानाच्या उपकरणाच्या वापरासाठी लागणारे भांडवल उपलब्ध होणे आवश्यक असते. यासाठी बँका, वित्तीय संस्था यांनी ऊर्जा कार्यक्षमतेसाठी ग्राहकास कर्ज उपलब्ध करुन देणे तसेच ऊर्जा संवर्धन प्रकल्पांना प्राधान्य देणे इ. बाबी करणे आवश्यक आहे. स्वत: गुंतवणूक करुन होणाऱ्या ऊर्जा बचतीतून ठराविक कालावधीसाठी परतावा घेणाऱ्या कंपन्या कार्यरत आहेत. अशा कंपन्यांना एस्को (Energy Service Company) संबोधतात. एस्को तत्वावर ऊर्जा संवर्धन प्रकल्प राबविले गेल्यास, एस्को कंपन्या वाढीस लागल्यास निर्माण होणारे भांडवल याच क्षेत्रामध्ये पुन्हा गुंतवणूकीसाठी उपलब्ध होईल. तसेच, नवीन रोजगाराच्या संधीदेखील निर्माण होतील. ऊर्जा कार्यक्षमतेच्या तंत्रज्ञानास प्रोत्साहन देण्यासाठी शासनाचे धोरण असल्यास ऊर्जा कार्यक्षम तंत्रज्ञानाचा प्रसार वेगाने होईल व ऊर्जा संवर्धनासाठी सर्व क्षेत्रे पुढाकार घेतील. विविध क्षेत्रांत पुढील ५ वर्षांत ऊर्जा बचत/ऊर्जा कार्यक्षमता कार्यक्रम राबवून १००० मे.वॅ. ऊर्जेची बचत करण्याचे उद्दिष्ट ठेवून यासाठी स्वतंत्र धोरण राबविण्याची बाब शासनच्या विचाराधीन होती.

शासन निर्णय:-

या शासन निर्णयान्वये राज्याचे ऊर्जा संवर्धन धोरण-२०१७ राबविण्यास मान्यता देण्यात येत आहे.

१. ऊर्जा संवर्धन धोरणाची उद्दिष्टे: -

१. ऊर्जा संवर्धन कायदा, २००१ ची प्रभावीपणे अंमलबजावणी करणे व त्यासाठी राज्यात आवश्यक असलेल्या मुलभूत सुविधा निर्माण करणे.

२. सन २०१७-१८ ते सन २०२१-२२ पर्यंत विविध क्षेत्रांत सुमारे १००० मे.वॅ. एवढी ऊर्जा बचत साध्य करणे व याद्वारे कार्बन उत्सर्जन कमी करणे.

३. वीज, ऑईल, गॅस यांच्या बचतीमुळे शासनावरील अनुदानाचा बोजा कमी करणे.

४. ऊर्जा बचतीचे/ऊर्जा कार्यक्षमतेचे तंत्रज्ञान वापरास प्रोत्साहन देणे. एल.ई.डी.सारख्या तंत्रज्ञानाच्या वापरास मोठ्या प्रमाणावर प्रोत्साहन देणे. गावे, नगरपालिका/महानगरपालिका यांच्या पथदिव्यांत एल.ई.डी. चा वापर करणे.

५. रहिवाशी इमारती, वाणिज्यिक इमारती, उद्योग यात एस्को (ESCO) तत्वावर ऊर्जा बचतीचे प्रकल्प राबविण्यासाठी मोठ्या प्रमाणावर प्रोत्साहन देणे. शासकीय इमारती/निमशासकीय संस्था/स्थानिक स्वराज्य संस्था यांस ऊर्जा बचतीस विशेष प्राधान्य देणे.

६. ऊर्जा संवर्धनामुळे वीज निर्मिती प्रकल्प, पारेषण व वितरण यातील तांत्रिक हानी कमी करण्यासाठी विशेष कार्यक्रम राबविणे जेणेकरुन विजेचे दर कमी करण्यास मदत होईल.

७. ऊर्जा संवर्धन विषयाचा विविध स्तरावर जसे, शालेय शिक्षण, महाविद्यालयीन शिक्षण, तंत्रनिकेतन, अभियांत्रिकी तसेच औद्योगिक प्रशिक्षण संस्था या स्तरावर अभ्यासक्रमात अंतर्भाव करणे.

८. नवीन व नवीकरणीय ऊर्जा विषयात बी.एस.सी., रिन्यूएबल एनर्जी हा अभ्यासक्रम सुरु करणे. नवीन व नवीकरणीय ऊर्जा विषयावर अल्प कालावधीचे प्रमाणपत्र अभ्यासक्रम सुरु करणे.

२. राज्य ऊर्जा संवर्धन धोरणांतर्गत खालीलप्रमाणे क्षेत्रनिहाय ऊर्जा संवर्धनाच्या कार्यक्रमांची अंमलबजावणी करण्यात यावी.

१ उद्योग:-

१.१ बॉम्बे इलेक्ट्रिसिटी (स्पेशल पॉवर) कायदा, १९४६ मधील कलम ३,६, ६ (अ) (१) व ६ (अ) (२) या अंतर्गत राज्यातील सर्व मॉल्स, मल्टिप्लेक्स यांसारख्या व्यापारी ग्राहक व उद्योग ग्राहक ज्यांचा कॉन्ट्रॅक्ट डिमांड १००० के.व्ही.ए. व त्यापेक्षा जास्त आहे अशा ग्राहकांनी ऊर्जा परीक्षण (Energy Audit) महाऊर्जाकडे नोंदणीकृत ऊर्जा परीक्षण कंपन्यांकडून पुढील २ वर्षात करुन त्यावर अंमलबजावणी करणे बंधनकारक करण्यात येईल.

उक्त नमूद बाबीची अंमलबजावणी मुख्य विद्युत निरीक्षक, ऊर्जा विभाग यांचेकडून करण्यात येईल. ऊर्जा परीक्षणाचा अहवाल व अंमलबजावणीचा अहवाल वेबसाईटवर व अन्य प्रकारे जाहीर करण्यात येईल. याबद्दलच्या मार्गदर्शक सूचना महाऊर्जाकडून शासन मान्यतेने स्वतंत्रपणे निर्गमित करण्यात येतील.

१.२ उद्योगांना ISO ५०००१ मानक - ऊर्जा व्यवस्थापन प्रणाली प्रमाणपत्र अंगिकारण्यासाठी प्रोत्साहन दिले जाईल. महाऊर्जातर्फे उद्योगाला प्रमाणिकरण व प्रशिक्षण यासाठी लागणाऱ्या खर्चाच्या ५० % खर्च जास्तीत जास्त ५० हजार रुपयांपर्यंत अर्थसहाय्य देण्यात येईल.

१.३ राज्यात सुमारे ५ लाख अति लघु, लघु व मध्यम उद्योग (MSME) कार्यरत आहेत. राज्यात वेगवेगळ्या उद्योगांचे जाळे सर्वत्र पसरले आहे. या उद्योगांत ऊर्जा कार्यक्षमता वाढीस लागणे अत्यंत गरजेचे आहे. यासाठी उद्योग विभागाच्या समन्वयाने महाऊर्जातर्फे ऊर्जा कार्यक्षमता वाढीसाठी पथदर्शी स्वरुपात क्लस्टर विकास कार्यक्रम राबविला जाईल. यात यशस्वी झालेले ऊर्जा बचत वापरलेले तंत्रज्ञान इ. ची माहिती इतर उद्योगांना उपलब्ध करुन दिली जाईल, जेणेकरुन इतर उद्योगांतही ऊर्जा संवर्धन प्रकल्प राबविले जातील. येत्या ५ वर्षांत किमान १०० क्लस्टरमध्ये हा कार्यक्रम राबविण्याचे उद्दिष्ट ठेवण्यात येत आहे.

१.४ उद्योगांमध्ये ऊर्जा कार्यक्षमता वाढीस लागावी यासाठी उद्योगांतील तंत्रज्ञ स्तरावरील कर्मचाऱ्यांसाठी व अभियंत्यांसाठी ऊर्जा कार्यक्षमता विषयावर आधारित विशेष प्रशिक्षण योजना सुरु करण्यात येईल.

२. वाणिज्यिक इमारती / शासकीय इमारती

२.१ ऊर्जा संवर्धन कायदा,२००१ मधील कलम १४ (p) ची अंमलबजावणी कलम १५ नुसार वाणिज्यिक इमारतींमध्ये एनर्जी कन्झर्व्हेशन बिल्डिंग कोडची अंमलबजावणी करण्यासाठी राज्याच्या बांधकाम विकास नियमावलीत बदल करण्यात येईल. एनर्जी कन्झर्व्हेशन बिल्डिंग कोडची अंमलबजावणी योग्य पद्धतीने होण्यासाठी आवश्यक असणारे मनुष्यबळ उपलब्ध होण्याकरिता वास्तुविशारद, अभियंते, तंत्रज्ञ इ. साठी क्षमताबांधणी कार्यक्रम महाऊर्जामार्फत राबविण्यात येईल. तसेच, महाऊर्जा त्यांचे ई.सी.बी.सी. निर्धारकांची (ECBC Assessor) प्रमाणिकरणाची प्रक्रिया राबवेल व या क्षेत्रातील प्रमाणित तज्ञांची यादी उपलब्ध करेल. हे धोरण निर्गमित झाल्याच्या तारखेपासून एक वर्ष कालावधीनंतर राज्यामध्ये बांधकाम होणाऱ्या नवीन वाणिज्यिक इमारतींना ई.सी.बी.सी. लागू होईल.

२.२ राज्यातील सर्व शासकीय/निमशासकीय/स्थानिक स्वराज्य संस्था/शासन अंगीकृत उपक्रम/कंपन्या यांनी त्यांच्या अख्यत्यारितील वार्षिक वीज देयक रु.५ लाख व त्यापेक्षा जास्त असणाऱ्या कार्यालयीन इमारतींचे / उद्योगांचे ऊर्जा परीक्षण (Energy Audit) महाऊर्जाकडे नोंदणीकृत ऊर्जा परीक्षण कंपन्यांकडून पुढील ३ वर्षात करुन त्यावर अंमलबजावणी करण्यात येईल.

२.३ यापुढे राज्यातील सर्व शासकीय/निमशासकीय/शासन अनुदानित संस्थांच्या /कार्यालयांच्या नवीन इमारती ग्रीन बिल्डिंग/ई.सी.बी.सी. तत्वावर उभारल्या जातील. यासाठी सार्वजनिक बांधकाम विभागाने त्यांच्या दरसूचीमध्ये आवश्यक ते बदल करावेत. महाऊर्जातर्फे सार्वजनिक बांधकाम विभागातील अभियंत्यांसाठी विशेष प्रशिक्षण कार्यक्रम/कार्यशाळा आयोजित करण्यात येतील.

२.४ शासकीय/निमशासकीय इमारतींसाठी प्रकाश योजनेसाठी ट्युब लाईट, पथदिवे यांची खरेदी केली जाते. शासकीय/निमशासकीय इमारतींत प्रकाश योजनेसाठी केवळ एल.ई.डी.चा वापर केला जाईल. शासकीय/निमशासकीय इमारतींत ऊर्जा व्यवस्थापन प्रणाली/यंत्रणा, होल्टेज ऑप्टिमायझेशन, संगणकांमध्ये ऊर्जा बचत करण्यासाठी विविध तंत्रज्ञानाचा वापर करण्यात येईल.

३. नगरपालिका / महानगरपालिका-

३.१ नगरपालिका/महानगरपालिका यांच्या पथदिव्यात व पाणीपुरवठा योजनांमध्ये ऊर्जा बचतीचे प्रकल्प ESCO तत्वावर राबविणे व्यवहार्य व्हावेत म्हणून नगरपालिका/महानगरपालिका यांना कमाल रु.५०.०० लाखापर्यंत अर्थसहाय्य महाऊर्जाकडून उपलब्ध करुन देण्यात येईल. नगरपालिका/महानगरपालिका यांचेसाठी निविदा व करारनाम्याचे प्रारूप, त्यातील अटी व शर्ती महाऊर्जाने नगर विकास विभागाच्या मदतीने तयार करावे. यासाठी नगरविकास विभागाने राज्यस्तरीय समितीची स्थापना करावी. या समितीत महाऊर्जा प्रतिनिधीचा समावेश राहील.

३.२ नगरविकास विभागाने ग्रीन बिल्डिंग बांधकामास प्रोत्साहन मिळावे म्हणून विकास शुल्कात सूट, अधिकचा एफ.एस.आय. व मालमत्ता करात सूट यांसारखे प्रोत्साहन देण्यासाठी योजना राबवाव्यात.

३.३ राज्यातील सर्व महानगरपालिका, नगरपालिका, महाराष्ट्र जीवन प्राधिकरण, महाराष्ट्र औद्योगिक विकास महामंडळ, ग्रामपंचायत यांनी अखत्यारितील पाणीपुरवठा योजना, ज्यांचे वार्षिक वीज देयक रु. २५ लाखापेक्षा जास्त आहेत अशा योजनांचे इनव्हेस्टमेंट ग्रेड ऊर्जा परीक्षण (Energy Audit) महाऊर्जाकडे नोंदणीकृत ऊर्जा परीक्षण कंपन्यांकडून पुढील २ वर्षांत करण्यात यावे. सदर ऊर्जा परिक्षण अहवालाची अंमलबजावणी करणे संबंधितांवर बंधनकारक राहील. या अनुषंगाने नगरविकास/ग्रामविकास/पाणी पुरवठा व स्वच्छता विभागांनी स्वतंत्रपणे आदेश निर्गमित करावेत.

३.४ राज्यातील सर्व महानगरपालिका व नगरपालिकांमधील पथदिवे चालू/बंद करण्यासाठी सनलाईट सेंन्सर स्विचेस/अल्मॅनॅक टाईमरचा वापर बंधनकारक राहील.

३.५ यापुढे सर्व नगरपालिका/महानगरपालिका /विकास प्राधिकरणे/ग्रामपंचायत/महाराष्ट्र औद्योगिक विकास महामंडळ/जिल्हा परिषद/ सार्वजनिक बांधकाम विभाग तसेच सर्व शासकीय/निमशासकीय विभाग यांना नवीन पथदिवे बसवितांना केवळ एल.ई.डी. पथदिवे बसविणे बंधनकारक राहील.

४. कृषि क्षेत्र -

४.१ महावितरण कंपनीतर्फे नवीन कृषि पंप जोडणी देताना ५ स्टार मानांकित पंप बसविणे बंधनकारक करण्यात येईल. याबाबतच्या सविस्तर मार्गदर्शक सूचना महावितरण कंपनी निर्गमित करेल. तसेच कृषि

विभाग, पंचायत समिती, जिल्हा परिषद, इ. शासकीय विभागांमार्फत शेतकऱ्यांना वितरीत करण्यासाठी खरेदी करण्यात येणारे/अनुदान देण्यात येणारे कृषि पंप हे ५ स्टार मानांकीतच असतील.

५. वीज वितरण कंपन्या (उद्योग,ऊर्जा व कामगार विभाग)

५.१ वीज वितरण कंपन्यां त्यांच्या क्षेत्रात मागणी व्यवस्थापन [Demand Side Management (DSM)] कार्यक्रम राबविण्यास प्राधान्य देतील. फिडर बेस एनर्जी ऑडिट करुन ऊर्जा कार्यक्षमता वाढीस लागण्यासाठी ट्रान्सफार्मर बदलणे, कपॅसिटर बसविणे, वीज गळती थांबविणे यांसारख्या उपाययोजना वीज वितरण कंपनी करेल व त्याचे सनियंत्रण करेल. महावितरण कंपनी येत्या ५ वर्षात किमान १०० फिडरवर अशा प्रकारची योजना राबवेल. यासाठी ऊर्जा परीक्षण करणे, त्यातील सुचविलेल्या बाबींची अंमलबजावणी करणे यासाठी लागणाऱ्या खर्चाच्या ५०% रक्कम किंवा जास्तीत जास्त रु. ५०.०० लाख प्रति प्रकल्प, राज्य शासन महाऊर्जातर्फे अर्थसहाय्य म्हणून महावितरण कंपनीस उपलब्ध करेल.

५.२ बी.इ.इ., नवी दिल्ली यांचेतर्फे ऊर्जा कार्यक्षमतेसाठी डिस्ट्रिब्युशन ट्रान्सफॉर्मरकरिता स्टार लेबल कार्यक्रम राबविण्यात येत आहे. त्याअनुषंगाने वीज वितरण कंपन्यांनी नवीन ट्रान्सफॉर्मर खरेदी करतांना किमान ३ स्टार मानांकन असलेली खरेदी करेल.

५.३ महावितरण कंपनीमार्फत गावातील पथदिव्यांना वीज पुरवठा केला जातो. सदर पथदिवे महावितरण कंपनीच्या वितरण पोलवर बसविलेले आहेत. मात्र, सदर पथदिव्यांत सध्या साधे बल्ब, सी.एफ.एल., ट्युबलाईट यांसारख्या पथदिव्यांचा वापर केला जातो. महावितरण कंपनीने गावातील पथदिवे एस्को तत्वावर एल.ई.डी. पथदिव्यांनी बदलावेत. यामुळे, अतिउच्च वीज मागणीत सुमारे १०० मे.वॅ. बचत होईल. महावितरण कंपनी यासाठीची योजना तयार करुन शासनास सादर करेल. महावितरण कंपनी एल.ई.डी. पथदिवे बसविल्यावर देखभाल दुरुस्तीसाठी तालुका स्तरावर देखभाल दुरुस्त केंद्रे व टोल-फ्री टेलिफोन नंबर उपलब्ध करेल.

५.४ सर्व वीज वितरण कंपन्या त्यांच्या क्षेत्रातील वितरण प्रणाली तसेच त्यांच्या ग्राहकांसाठी लोड रिसर्च,डिमांड रिस्पॉन्स,ऊर्जा व्यवस्थापन,ऊर्जा कार्यक्षम उपकरणे बसविणे,पॉवर फॅक्टर इम्प्रुव्हमेंट, ऊर्जा कार्यक्षमता,ऊर्जा परीक्षण,जनजागृती अभियान इ.साठी कार्यक्रम दरवर्षी राबवतील व याबाबतचा अहवाल शासनास सादर करतील.

५.५ सर्व वीज वितरण कंपन्या त्यांच्या वीज वितरण प्रणालीची कार्यक्षमता वाढविण्यासाठी व त्यांच्या ग्राहकांची ऊर्जा कार्यक्षमता वाढीस लागण्यासाठी एस्को (Energy Service Company) तत्वावर विविध कार्यक्रम राबवतील व याबाबतचा अहवाल आर्थिक वर्षाच्या अखेरीस शासनास सादर करतील.

५.६ सर्व वीज वितरण कंपन्या त्यांच्या वितरण प्रणालीतील तांत्रिक हानी (Technical Loss) कमी करण्यासाठी राज्यस्तरीय, विभागस्तरीय व जिल्हास्तरीय स्वंतत्र ऊर्जा संवर्धन कक्षाची स्थापना करतील. राज्य स्तरावर किमान अधीक्षक अभियंता यांचे अखत्यारित सदर स्वतंत्र ऊर्जा संवर्धन कक्ष राहील. यामुळे, ऊर्जा संवर्धन विषयाकडे/प्रकल्पांकडे विशेष लक्ष देता येईल.

५.७ महावितरण कंपनी प्रिपेड मीटर, स्मार्ट मीटर बसविण्याचा कार्यक्रम हाती घेण्यात यावा. यासाठी प्रायोगिक तत्वावर काही विभागांत अंमलबजावणी करावी व त्याची व्याप्ती वाढवावी. ToD टॅरिफ जास्तीत जास्त ग्राहकांना लागू करण्यात यावा. ५ कि.वॅ. व यापेक्षा अधिक विद्युत भार जोडणी असलेल्या ग्राहकांची यासाठी निवड करावी. यासाठी मीटर्स बदलण्याचा कार्यक्रम घेण्यात यावा.

५.८ डिस्ट्रिब्युशन ट्रान्सफॉर्मर उपकेंद्रांना पॉवर फॅक्टर ०.९५ राखण्याच्या दृष्टीने कपॅसिटर बँक बसविण्यात याव्यात.

५.९ वितरण प्रणालीतील काही ११/०.४४ के.व्ही.उपकेंद्रे व ३३/११ उपकेंद्रे प्रायोगिक तत्वावर स्काडा/केंद्रीय ऊर्जा नियंत्रण प्रणाली सारख्या अत्याधुनिक प्रणालीने नियंत्रित कराव्यात. या प्रकल्पाचे नियंत्रण राज्यस्तरावर करण्यात येईल. त्यांची यशस्विता बघून पुढे त्याची व्याप्ती वाढविण्यात यावी.

५.१० एल.टी./एच.टी.चे प्रमाण कमीतकमी राखण्यासाठी प्रयत्न करण्यात यावेत. तसेच एच.व्ही.डी.एस. (High Voltage Distribution System) च्या अंमलबजावणीसाठी प्रायोगिक तत्वावर प्रत्येक विभागात किमान एक प्रकल्प हाती घेण्यात येईल व त्याचे सनियंत्रण करण्यात येईल. याबाबतचा प्रकल्प अहवाल तयार करुन निधी उपलब्धतेसाठी प्रस्ताव शासनास सादर करावेत.

५.११ ऊर्जा संवर्धन धोरण अंगिकारण्यासाठी सर्व स्तरावर याविषयीची तांत्रिक माहिती असणे, याचा सातत्याने पाठपुरावा करणे, जागृती निर्माण करणे यासाठी विशेष प्रयत्न करावे लागतात. बी.इ.इ., नवी दिल्ली यांचेतर्फे दरवर्षी ऊर्जा व्यवस्थापक (Energy Manager) व ऊर्जा परीक्षक (Energy Auditor) साठी परीक्षा घेण्यात येते. ज्या अधिकारी/कर्मचाऱ्यांनी ऊर्जा परीक्षक म्हणून परीक्षा पास केली असेल व ऊर्जा संवर्धनासाठी त्यांच्या क्षेत्रात विशेष प्रयत्न केले असतील त्यांना प्रोत्साहन म्हणून एक वेतन वाढ देण्यात यावी.

५.१२ महावितरण कंपनीस वितरण प्रणालीमध्ये सुधारणा करताना रु.५ कोटी व त्यापेक्षा जास्त खर्च असणाऱ्या प्रकल्पांना पूर्व ऊर्जा परीक्षण (Blue Print Energy Audit) करणे बंधनकारक राहील.

६. ऊर्जा निर्मिती कंपनी

६.१ ऊर्जा निर्मिती केंद्रांचा समावेश ऊर्जा संवर्धन कायदा, २००१ नुसार पदनिर्देशित ग्राहक (Designated Consumer) म्हणून अंतर्भाव करण्यात आलेला आहे. सदर कायद्यातील तरतुदीनुसार ऊर्जा निर्मिती केंद्रांनी त्यांना दिलेली ऊर्जा बचतीची उद्दिष्टे पूर्ण करणे बंधनकारक राहील.

६.२ विद्युत निर्मिती केंद्रांमध्ये ऊर्जा संवर्धनासाठी (Energy Conservation) अधिक चालना देण्यासाठी प्रयत्न करण्यात यावेत जेणेकरुन नैसर्गिक पारंपरिक साधनांमध्ये कोळसा,वायू, इंधनतेल, पाणी, (Natural Conventional Resourses) मध्ये बचत होईल व कार्बन उत्सर्जन (CO_2 emissions) मध्ये घट होईल.

६.३ ऊर्जा निर्मिती केंद्रांनी त्यांचे Auxillary Power Consumption कमी करण्याच्या दृष्टीने विशेष प्रयत्न करावेत. महाराष्ट्र वीज नियामक आयोगाने दरवर्षी दिलेली उद्दीष्टे साध्य करणे बंधनकारक राहील. याबद्दलचा अहवाल प्रत्येक आर्थिक वर्षाच्या शेवटी शासनास सादर करण्यात येईल. यासाठी सर्व ऊर्जा निर्मिती केंद्रे ऊर्जा बचतीसाठी त्यांची वातानुकूलन यंत्रणा,लाईटिंग,कॉम्प्रेसर,बॅटरी चार्जर, फॅन,मोटर्स,पाण्याचे पंप इ.बाबींवर ऊर्जा कार्यक्षमतेविषयी विशेष लक्ष देतील. विद्युत केंद्रांमध्ये व कॉलनीमध्ये सौर ऊर्जेचा वापर करण्यात येईल. महानिर्मिती ऊर्जा केंद्रांनी सदर धोरणाच्या अंमलबजावणीसाठी ऊर्जा परीक्षण करुन घेऊन त्याचे ऊर्जा निर्मिती केंद्रनिहाय अहवाल तयार करतील. राज्य शासनातर्फे प्रति प्रकल्प कमाल रु. १.०० कोटी अर्थसहाय्य देण्यात येईल. याबाबतचा अहवाल तयार करुन निधी उपलब्धतेसाठी प्रस्ताव शासनास सादर करतील.

६.४ महानिर्मिती कंपनी राज्यस्तरावर ऊर्जा संवर्धन कक्ष स्थापन करेल. सदर कक्षाचे नियंत्रण स्वतंत्र अधीक्षक अभियंता व त्यावरील अधिकाऱ्याकडे सोपविण्यात यावे. त्यांचे अखत्यारित स्वतंत्रपणे मनुष्यबळ उपलब्ध करुन देण्यात यावे. महानिर्मिती कंपनीनेदेखील ज्या अधिकारी/कर्मचाऱ्यांनी बी.इ.इ., नवी दिल्ली यांच्याकडून ऊर्जा परीक्षक (Energy Auditor) म्हणून परीक्षा पास केली असेल व ऊर्जा संवर्धनासाठी ज्यांनी त्यांच्या क्षेत्रात विशेष प्रयत्न केले असतील त्यांना प्रोत्साहन म्हणून एक वेतनवाढ देईल.

७. वीज पारेषण कंपनी-

७.१ वीज पारेषण कंपन्या त्यांच्या अखत्यारीतील सर्व उपकेंद्रे, पारेषण वाहिन्या, इमारती, लोड डिस्पॅच सेंटर यांत ऊर्जा संवर्धन कार्यक्रम राबवतील. वहन हानी (Trasmission Loss) कमी करण्याच्यादृष्टीने पॉवर फॅक्टर सुधारण्यासाठी कपॅसिटर बँक बसविणे,यार्डमधील बॅटरी चार्जिंगसाठी सौर ऊर्जेचा वापर करणे, एल.ई.डी. लाईटिंग बसविणे यांसारखे कार्यक्रम राबवतील. महापारेषण कंपनी सदर धोरणाच्या

अंमलबजावणीसाठी ऊर्जा परीक्षण करुन घेईल व त्याचे प्रकल्प अहवाल तयार करून शासनास निधी उपलब्धतेसाठी सादर करेल.

७.२ महापारेषण कंपनी राज्यस्तरावर ऊर्जा संवर्धन कक्ष स्थापन करेल. सदर कक्षाचे नियंत्रण स्वतंत्र अधीक्षक अभियंता किंवा त्यावरील अधिकाऱ्याकडे असेल. त्यांचे अखत्यारीत ऊर्जा संवर्धन कक्षासाठी स्वतंत्रपणे मनुष्यबळ उपलब्ध करुन देण्यात यावे.

७.३ सर्व पारेषण कंपन्यांनीदेखील ज्या अधिकारी/कर्मचाऱ्यांनी बी.इ.इ.,नवी दिल्ली यांच्याकडून घेण्यात येणारी ऊर्जा परीक्षक (Energy Auditor) म्हणून परीक्षा पास केली असेल व ऊर्जा संवर्धनासाठी व ज्यांनी त्यांच्या क्षेत्रात विशेष प्रयत्न केले असतील त्यांना प्रोत्साहन म्हणून एक वेतन वाढ देण्यासाठी योजना राबवावी.

७.४ राज्यातील वितरण कंपन्या/वीज निर्मिती कंपनी व पारेषण कंपन्या यांच्या अधिकाऱ्यांना व कर्मचाऱ्यांना ऊर्जा संवर्धन/ऊर्जा व्यवस्थापन या विषयावरील प्रशिक्षण देण्यासाठी अत्याधुनिक प्रशिक्षण केंद्र महापारेषण कंपनीकडून उभारण्यात येईल. याचे नियंत्रण, व्यवस्थापन व संचलन महापारेषण कंपनी करेल.

८. ऊर्जा संवर्धन प्रकल्पांची अंमलबजावणीसाठी व ऊर्जा कार्यक्षमतेसाठी प्रोत्साहन योजना-

८.१ ऊर्जा वापराच्या उपकरणांत, तंत्रात, प्रक्रियेत ऊर्जा कार्यक्षमता दिवसेंदिवस विकसित होत असून ही निरंतर सुरु असणारी प्रक्रिया आहे. ह्या ऊर्जा कार्यक्षम नवीन तंत्रज्ञान वापरास प्रोत्साहन देणे गरजेचे आहे. ऊर्जा बचतीचे/ऊर्जा कार्यक्षमतेचे प्रकल्प एस्को तत्वावर मोठ्या प्रमाणावर राबविले जावेत, तसेच अशा प्रकल्पांना वित्तीय पुरवठा करण्यासाठी बँका पुढे याव्यात यासाठी रहिवासी इमारती, वाणिज्यिक इमारती, उद्योग (लघु व मध्यम), उद्योग (मोठे) या क्षेत्रात एस्को तत्वावर ऊर्जा बचत/ऊर्जा कार्यक्षमता प्रकल्पांना अर्थसहाय्य करण्याची योजना राबविण्यात येईल. यासाठी महाऊर्जा एस्को कंपन्यांचे नोंदणीकरण करेल. योजनेच्या अंमलबजावणीसाठी महाऊर्जा शासन मान्यतेने मार्गदर्शक सूचना निर्गमित करेल. मार्गदर्शक सूचनांमध्ये आवश्यकतेप्रमाणे बदल करण्याचे अधिकार शासनास राहतील. सदर योजनेत ऊर्जा ग्राहकांना एस्को प्रकल्पांना पुढीलप्रमाणे अर्थसहाय्य उपलब्ध केले जाईल.

अ. क्र.	ग्राहकाचा प्रकार	वार्षिक ऊर्जा देयक (वीज + ऊर्जा)(रु.लाखात)	अर्थसहाय्य रु.
१	रहिवाशी इमारती	रु. १२ लाख ते रु. २५ लाख	प्रकल्प खर्चाच्या २० टक्के किंवा कमाल रु. ३.०० लाखापर्यंत जी रक्कम कमी असेल तेवढे
२	रहिवाशी इमारती	रु. २५ लाखापेक्षा जास्त	प्रकल्प खर्चाच्या २० टक्के किंवा कमाल रु. ५.०० लाखापर्यंत जी रक्कम कमी असेल तेवढे
३	वाणिज्यिक इमारती	रु. २५ लाख ते रु. ५० लाख	प्रकल्प खर्चाच्या २० टक्के किंवा कमाल रु. १०.०० लाखापर्यंत जी रक्कम कमी असेल तेवढे
४	वाणिज्यिक इमारती	रु. ५० लाखापेक्षा जास्त	प्रकल्प खर्चाच्या २० टक्के किंवा कमाल रु. २०.०० लाखापर्यंत जी रक्कम कमी असेल तेवढे
५	उद्योग	रु. २५ लाख ते रु. ५० लाख	प्रकल्प खर्चाच्या २० टक्के किंवा कमाल रु. १०.०० लाखापर्यंत जी रक्कम कमी असेल तेवढे
६	उद्योग	रु. ५० लाख ते रु. १०० लाख	प्रकल्प खर्चाच्या २० टक्के किंवा कमाल रु. १५.०० लाखापर्यंत जी रक्कम कमी असेल तेवढे
७	उद्योग	रु. १०० लाखापेक्षा जास्त	प्रकल्प खर्चाच्या २० टक्के किंवा कमाल रु. २०.०० लाखापर्यंत जी रक्कम कमी असेल तेवढे

८.२ ऊर्जा वापर उपकरणे/यंत्रणा/प्रक्रिया यांची ऊर्जा कार्यक्षमता वाढविण्याच्या दृष्टीने संबंधित ग्राहक, उत्पादक, वितरक यांच्याशी समन्वय साधून त्यात आवश्यक ते बदल सुचविणे तसेच नवीन तंत्रज्ञानावर आधारित ऊर्जा कार्यक्षम उपकरणे/यंत्रणा/प्रक्रिया उत्पादनास प्रोत्साहन देणे, वापरास प्रोत्साहन देणे, त्यांचे [illegible]क्षिक घेणे, अकार्यक्षम उपकरणांचे उत्पादन/वापर कमी करणे अथवा बंद करणे यांसारख्या धोरणात्मक उपाययोजना महाऊर्जा शासन मान्यतेने करेल. वातानुकूलन यंत्रणांमध्ये वाढणारा वीज वापर लक्षात घेता या क्षेत्रात अधिकाधिक उपाययोजना करण्यात याव्यात.

[illegible] वाहतूक क्षेत्राची ऊर्जा कार्यक्षमता वाढविण्यासाठी इलेक्ट्रिक कार /स्कूटर यांच्या वापरासाठी [illegible] देण्यात येईल. इलेक्ट्रीक कार / स्कूटर यांची सर्व सामान्यांना ओळख व्हावी यासाठी ईलेक्ट्रीक [illegible]डेदीसाठी अर्थसहाय्य देणारी योजना महाऊर्जाकडून शासन मान्यतेने राबविण्यात येईल.

[illegible]न/ऊर्जा व्यवस्थापन/ऊर्जा कार्यक्षमता व नवीन व नवीकरणीय [illegible]णिक अभ्यासक्रमात समावेश,ऊर्जा शिक्षण, क्षमता बांधणी व जनजागृती करणे तसेच ऊर्जा संवर्धनासाठी मुलभूत सुविधा निर्माण करणे इ. बाबतची क[illegible]वाही.

mahaurj

९.१ ऊर्जा संवर्धनाबाबत शालेयस्तरावर जागृती निर्माण करण्यासाठी शालेय शिक्षणात ऊर्जा संवर्धन विषयाचा अंतर्भाव करण्यासाठी महाऊर्जातर्फे अभ्यासक्रम तयार करण्यात येईल. ऊर्जा संवर्धन विषयाचा शालेय शिक्षणात अंतर्भाव करण्याबाबतची कार्यवाही शालेय शिक्षण विभागामार्फत करण्यात येईल.

९.२ औद्योगिक प्रशिक्षण संस्था, अभियांत्रिकी पदवीका व पदवी यांच्या अभ्यासक्रमांत ऊर्जा संवर्धन विषय अंतर्भूत करण्यात येईल. यात ऊर्जा व्यवस्थापन, ऊर्जा परीक्षण, नवीन व नवीकरणीय ऊर्जा या विषयांचा समावेश असेल. याबाबतची कार्यवाही उच्च व तंत्र विभागामार्फत करण्यात येईल व महाऊर्जा त्यासाठी आवश्यक ते सहाय्य करेल.

९.३ औद्योगिक प्रशिक्षण संस्थांमध्ये नवीन व नवीकरणीय ऊर्जा विषयावर कमी कालावधीचे सर्टिफिकेट अभ्यासक्रम राबवले जातील. पहिल्या टप्प्यात राज्यातील विभागीय महसूल मुख्यालय ठिकाणी शासकीय औद्योगिक प्रशिक्षण संस्था यांत अभ्यासक्रम / प्रशिक्षण कार्यक्रम राबविण्यासाठी महाऊर्जा अर्थसहाय्य करेल. यात प्रयोगशाळा उभारणे, शिक्षकांचे प्रशिक्षण यांचा समावेश असेल.

९.४ B.Sc. Renewable Energy अभ्यासक्रम सुरु करण्याकरिता सर्व अकृषि विद्यापीठांतील किमान एका शासन अनुदानित विज्ञान महाविद्यालयास प्रयोगशाळा उभारणीकरिता महाऊर्जातर्फे रु.५०.०० लाखापर्यंत अर्थसहाय्य दिले जाईल. तसेच जिल्हास्तरावर एका शासकीय औद्योगिक प्रशिक्षण केंद्रास प्रयोगशाळा उभारणीकरीता रु.४०.०० लाखापर्यंत अर्थसहाय्य दिले जाईल.

९.५ सर्व क्षेत्रांत जनजागृतीसाठी तसेच क्षमताबांधणीसाठी आवश्यक ते कार्यक्रम महाऊर्जातर्फे राबविले जातील. दरवर्षी "१४ डिसेंबर ऊर्जा संवर्धन दिवस" व "१४ डिसेंबर ते २० डिसेंबर ऊर्जा संवर्धन आठवडा" साजरा केला जाईल.

९.६ महाऊर्जातर्फे विविध घटकांसाठी ऊर्जा संवर्धन पारितोषिक योजना राबविली जाईल.

९.७ राज्यात ऊर्जा परीक्षण कंपन्या वाढीस लागाव्यात तसेच ऊर्जा परीक्षण कंपन्यांना प्रोत्साहन मिळावे यासाठी ऊर्जा परीक्षण कंपन्यांना मोजमाप उपकरणे (Measuring Instruments) खरेदी करण्यासाठी रु.३.०० लाखांपर्यंत अथवा मोजमाप उपकरणाच्या जास्तीत जास्त ५० टक्के अर्थसहाय्य देण्यात येईल.

९.८ ऊर्जा कार्यक्षम / ग्रीन बिल्डिंग बांधकाम साहित्याची कार्यक्षमता चाचणी करणारी प्रयोगशाळा महाऊर्जाने उभारावी.

९.९ महाऊर्जा राज्यात एल.ई.डी. लॅम्प / फिटिंग्जची मानकांनुसार चाचणी करण्यासाठी मोठ्या प्रयोगशाळा मुंबई व नागपूर येथे उभारेल, तसेच छोट्या प्रयोगशाळा उभारण्यासाठी उद्योग क्षेत्रात काम करणाऱ्या स्वयंसेवी संस्था/इलेक्ट्रॉनिक क्लस्टर/अभियांत्रिकी महाविद्यालये/शासकीय-निम शासकीय संशोधन केंद्रे, एल.ई.डी. उत्पादक, उद्योग यांना प्रोत्साहन देईल.

१०. ऊर्जा संवर्धन धोरण राबविण्यासाठी आवश्यक असलेले मनुष्यबळ :-

सदर धोरण राबविण्यासाठी आवश्यक असलेले मनुष्यबळ महाऊर्जा शासन मान्यतेने आवश्यकतेनुसार कंत्राटी पद्धतीने उपलब्ध करुन घेईल.

११. ऊर्जा संवर्धन धोरण राबविण्यासाठी निधीची तरतूदः-

१) सदर धोरण राबविण्यासाठी पुढील ५ वर्षांत सुमारे रु.८०७.६३ कोटी इतका अंदाजित खर्च अपेक्षित आहे. सदर धोरणांतर्गत राबविण्यात येणाऱ्या प्रत्येक योजनेच्या अनुदानाकरिता स्वतंत्ररित्या शासन निर्णय निर्गमित करण्यात येतील. तसेच सदर निधी वितरीत करताना त्यास नियोजन व वित्त विभागाची मान्यता घेण्यात येईल. तसेच विभागास उपलब्ध करून दिलेल्या नियतव्ययातून या योजनेसाठीचा खर्च भागविला जाईल.

२) अतिरिक्त वीज विक्री करातून दरवर्षी जमा होणाऱ्या निधीमधून राज्य ऊर्जा संवर्धन धोरण राबविण्यासाठी उद्योग,ऊर्जा व कामगार विभागाच्या दिनांक १४/२/२०१३ च्या अधिसुचनेन्वये तयार केलेल्या महाराष्ट्र राज्य ऊर्जा संवर्धन निधी नियमातील नियम क्र. ६ (झ) व्दारे सदर धोरणासाठी निधी उपलब्ध करून देण्यात येईल व त्यास आवश्यकतेनुसार वित्त विभागाची मान्यता घेण्यात येईल.

३) सदर धोरण राबविण्यासाठी आवश्यक असलेला निधी शासनातर्फे दरवर्षी महाऊर्जास संबंधित यंत्रणेस उपलब्ध करून देण्यात येईल.

४) या धोरणांर्गत योजना / प्रकल्प आस्थापित व कार्यान्वित करणे, प्रोत्साहनात्मक बाबी लागू करणे, धोरणाची प्रभावी अंमलबजावणी करण्यासाठी कायद्यात आवश्यकतेनुसार बदल करणे, नियम तयार करणे, योजना जाहीर करणे तसेच धोरण व योजना राबविण्यासाठी वस्तुनिष्ठ व सुटसुटीत अशी कार्यपध्दती स्वतंत्रपणे निर्गमित करण्यात येईल. या धोरणात नमूद केलेल्या उपाययोजनांची अंमलबजावणी महाऊर्जा तसेच इतर संबंधित शासन विभाग / कंपन्यांमार्फत स्वतंत्रपणे करण्यात येईल.

सदर शासन निर्णय नियोजन विभागाच्या अनौपचारीक संदर्भ क्रमांक २३ /१४६१, दिनांक ३०/१/२०१७ अन्वये व वित्त विभागाच्या अनौपचारीक संदर्भ क्रमांक १२९/१७/व्यय-१६ दिनांक १२/५/२०१७ अन्वये त्या त्या विभागाच्या मान्यतेने निर्गमित करण्यात येत आहे.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०१७०६२२१६०३२०५२१० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

Ashok M Atram

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Date: 2017.06.22 15:59:57 +05'30'

(अशोक आत्राम)
सह सचिव, महाराष्ट्र शासन

प्रत,

१.मा. राज्यपाल यांचे प्रधान सचिव, राजभवन, मुंबई,
२.मा.मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई,
३.सर्व मंत्री / सर्व राज्यमंत्री यांचे खाजगी सचिव,
४.सर्व विधानमंडळ सदस्य,विधान भवन, मुंबई,
५.मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई,
६.अपर मुख्य सचिव (वित्त), वित्त विभाग, मंत्रालय, मुंबई,
७.प्रधान सचिव (नियोजन), नियोजन विभाग, मंत्रालय, मुंबई,
८.प्रधान सचिव (कृषि), कृषि व पदुम विभाग, मंत्रालय, मुंबई,
९.सर्व अपर मुख्य सचिव/प्रधान सचिव/सचिव यांचे स्वीय सहायक,सर्व मंत्रालयीन विभाग,
१०.सर्व विभागीय आयुक्त,
११.सर्व जिल्हाधिकारी,
१२.मुख्य कार्यकारी अधिकारी, सर्व जिल्हा परिषदा,
१३.महालेखापाल, महाराष्ट्र राज्य, मुंबई / नागपूर,
१४.निवासी लेखा परीक्षा अधिकारी, मुंबई,
१५.सचिव, महाराष्ट्र विद्युत नियामक आयोग, मुंबई (पत्राने),
१६.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत मंडळ, सूत्रधार कंपनी मर्या.,मुंबई,
१७.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्या.,मुंबई,
१८.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत निर्मिती कंपनी मर्या.,मुंबई,
१९.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या.,मुंबई,
२०.महासंचालक, महाराष्ट्र ऊर्जा विकास अभिकरण (महाऊर्जा),पुणे,
२१.उप सचिव/ ऊर्जा-३, उद्योग,ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई,
२२.ऊर्जा उप विभागातील सर्व कार्यासने,उद्योग,ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई,
२३.निवड नस्ती,ऊर्जा-७, उद्योग,ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई.

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९.१० उद्योगातील अभियंत्यांना ऊर्जा परीक्षण करण्यासाठीचे आवश्यक प्रशिक्षण देण्याकरिता प्रत्यक्ष उपकरणांचा सेटअप असलेली प्रयोगशाळा महाऊर्जातर्फे उभारण्यात येईल.

९.११ समुद्रकिनारी मच्छीमार व्यवसाय करण्यासाठी ज्या बोटी वापरतात अशा बोटींवर सौर ऊर्जेवर आधारीत संयंत्रांची आस्थापना करण्यासाठी प्रोत्साहन देण्यात येईल.

९.१२ नवीन व नवीकरणीय ऊर्जा स्त्रोतांचा जास्तीत जास्त वापर करण्यासाठी राज्यातील वेगवेगळ्या [illegible]जगी आस्थापनांकडून सीएसआर योजना राबविण्यात यावी व यामधून जमा होणारा निधी प्रस्तावित [illegible]णासाठी वापरण्यात येईल.

९.१३ दुष्काळग्रस्त परिसर तसेच वीजेची कमतरता असलेल्या भागांमध्ये शेतीसाठी व इतर कामांसाठी लागणाऱ्या पाण्याचा उपसा करण्यासाठी फिरते सौर ऊर्जा पंप तयार करण्यात यावे व त्याचा वापर राज्यातील दुष्काळग्रस्त गावांचा समूह तयार करुन शेतकऱ्यांच्या गरजा पूर्ण करण्यासाठी उपलब्ध करुन देण्यात येईल.

९.१४ पर्यावरण विभागाकडे परवानगीसाठी प्राप्त होत असलेल्या प्रकल्पांना परवानगी देत असताना प्रकल्प प्रवर्तकांनी त्यांच्या एकूण वीजेच्या वापरापैकी कमीत कमी ३० टक्के पर्यंतची ऊर्जा नवीन व नवीकरणीय ऊर्जा स्त्रोतांचा वापर करुन साध्य करावी यासाठी सर्व प्रकल्प प्रवर्तकांना आवाहन करण्यात येत आहे.

[illegible].१५ ग्रामीण भागांमध्ये सौर ऊर्जा आणि पवन ऊर्जा यांचा वापर करुन छोट्या छोटया ग्रीडची निर्मिती करण्यात येईल.

९.१६ राज्यात अस्तित्वात असलेल्या कंपन्यांच्या गोडाऊन तसेच इतर छतांवर नवीन व नवीकरणीय ऊर्जा स्त्रोत म्हणून सौर ऊर्जा संयंत्र बसविण्यात येतील.

९.१७ शहरांमध्ये अस्तित्वात असलेले मॉल्स, हॉटेल्स इत्यादींमध्ये बायोगॅस, बायोमिथेनेशन तसेच सौर ऊर्जेचा वापर बंधनकारक करण्यात येत आहे.

९.१८ नवीन व नवीकरणीय ऊर्जा स्त्रोतांचा जास्तीत जास्त वापर करणेबाबत तसेच वीज बचतीबाबत सर्वसामान्य लोकांमध्ये जनजागृती/शिक्षण/अभियान राबविण्यात यावे. यासाठी योजना राबविण्यात येईल.

९.१९ ऊर्जा संवर्धन धोरण-२०१७ ची अंमलबजावणी करताना सर्व शासकीय / निमशासकीय / खाजगी [illegible]स्थांनी महाऊर्जाची तांत्रिक मान्यता घ्यावी. महाऊर्जाची तांत्रिक मान्यता घेतल्याशिवाय प्रशासकीय मान्यता देऊ नये.

१०. ऊर्जा संवर्धन धोरण राबविण्यासाठी आवश्यक असलेले मनुष्यबळ :-

सदर धोरण राबविण्यासाठी आवश्यक असलेले मनुष्यबळ महाऊर्जा शासन मान्यतेने आवश्यकतेनुसार कंत्राटी पद्धतीने उपलब्ध करुन घेईल.

११. ऊर्जा संवर्धन धोरण राबविण्यासाठी निधीची तरतूद:-

१) सदर धोरण राबविण्यासाठी पुढील ५ वर्षांत सुमारे रु.८०७.६३ कोटी इतका अंदाजित खर्च अपेक्षित आहे. सदर धोरणांतर्गत राबविण्यात येणाऱ्या प्रत्येक योजनेच्या अनुदानाकरिता स्वतंत्ररित्या शासन निर्णय निर्गमित करण्यात येतील. तसेच सदर निधी वितरीत करताना त्यास नियोजन व वित्त विभागाची मान्यता घेण्यात येईल. तसेच विभागास उपलब्ध करून दिलेल्या नियतव्ययातून या योजनेसाठीचा खर्च भागविला जाईल.

२) अतिरिक्त वीज विक्री करातून दरवर्षी जमा होणाऱ्या निधीमधून राज्य ऊर्जा संवर्धन धोरण राबविण्यासाठी उद्योग,ऊर्जा व कामगार विभागाच्या दिनांक १४/२/२०१३ च्या बैठकीमध्ये मंजूर केलेल्या महाराष्ट्र राज्य ऊर्जा संवर्धन निधी नियमातील नियम क्र. ६ (झ) व्दारे सदर धोरण[illegible] उपलब्ध करून देण्यात येईल व त्यास आवश्यकतेनुसार वित्त विभागाची मान्यता घेण्यात येईल.

३) सदर धोरण राबविण्यासाठी आवश्यक असलेला निधी [illegible] संबंधित यंत्रणेस उपलब्ध करून देण्यात येईल.

४) या धोरणांर्गत योजना / प्रकल्प आस्थापित व कार्यान्वि[illegible] करणे, धोरणाची प्रभावी अंमलबजावणी करण्यासाठी कायद्यात आवश्य[illegible] करणे, योजना जाहीर करणे तसेच धोरण व योजना राबविण्यासाठी [illegible] स्वतंत्रपणे निर्गमित करण्यात येईल. या धोरणात नमूद केलेल्या [illegible] महाऊर्जा तसेच इतर संबंधित शासन विभाग / कंपन्यांमार्फत स्वतंत्रपणे करण्[illegible]

सदर शासन निर्णय नियोजन विभागाच्या अनौपचारीक [illegible] दिनांक ३०/१/२०१७ अन्वये व वित्त विभागाच्या अनौपचारीक संदर्भ क्रमांक [illegible]/२०१७ अन्वये त्या त्या विभागाच्या मान्यतेने निर्गमित करण्यात येत आहे.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०१७०६२२१६०३२०५२१० असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

Ashok M Atram

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Date: 2017.06.22 15:59:57 +05'30'

(अशोक आत्राम)
सह सचिव, महाराष्ट्र शासन

:त,

१.मा. राज्यपाल यांचे प्रधान सचिव, राजभवन, मुंबई,
२.मा.मुख्यमंत्री, महाराष्ट्र राज्य यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई,
३.सर्व मंत्री / सर्व राज्यमंत्री यांचे खाजगी सचिव,
४.सर्व विधानमंडळ सदस्य,विधान भवन, मुंबई,
५.मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई,
६.अपर मुख्य सचिव (वित्त), वित्त विभाग, मंत्रालय, मुंबई,
७.प्रधान सचिव (नियोजन), नियोजन विभाग, मंत्रालय, मुंबई,
८.प्रधान सचिव (कृषि), कृषि व पदुम विभाग, मंत्रालय, मुंबई,
९.सर्व अपर मुख्य सचिव/प्रधान सचिव/सचिव यांचे स्वीय सहायक,सर्व मंत्रालयीन विभाग,
१०.सर्व विभागीय आयुक्त,
११.सर्व जिल्हाधिकारी,
१२.मुख्य कार्यकारी अधिकारी, सर्व जिल्हा परिषदा,
१३.महालेखापाल, महाराष्ट्र राज्य, मुंबई / नागपूर,
१४.निवासी लेखा परीक्षा अधिकारी, मुंबई,
१५.सचिव, महाराष्ट्र विद्युत नियामक आयोग, मुंबई (पत्राने),
१६.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत मंडळ, सूत्रधार कंपनी मर्या.,मुंबई,
१७.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्या.,मुंबई,
१८.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत निर्मिती कंपनी मर्या.,मुंबई,
१९.व्यवस्थापकीय संचालक, महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्या.,मुंबई,
२०.महासंचालक, महाराष्ट्र ऊर्जा विकास अभिकरण (महाऊर्जा),पुणे,
२१.उप सचिव/ ऊर्जा-३, उद्योग,ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई,
२२.ऊर्जा उप विभागातील सर्व कार्यासने,उद्योग,ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई,
२३.निवड नस्ती,ऊर्जा-७, उद्योग,ऊर्जा व कामगार विभाग, मंत्रालय, मुंबई.

urja.com

Submitted

Perused the file. The Corp. filed Arbitration proceedings and sought the injunction order from the District Court Nasik. not to encash the Bank Guarantees.

Secondly M.I.C has terminated the earlier contract by giving notice dt. 2015/2015 in regard to Agreement dt. 25 Feb. 2013 as per the conditions set out in the Agreement itself.

Thirdly the Arbitration has not initiated by the parties to the Agreement. Now at this juncture the provision has been made by the standing committee in regard to the fittings of LED.

If the proposal of the standing is considered, tender of the fittings of the LED can be considered by issuing a tender afresh. Hence opinion.

19/5/17

Adv R.P. Pagar

Submitted

Perused the file. The
filed Arbitration [illegible]
sought the Injunction
from the District [illegible]
not to encash [illegible]
Guarantees.

Secondly M.F. [illegible]
the earlier contract [illegible]
notice dt. 2013/[illegible]
regard to Agreement [illegible]
Feb. 2013 as per the [illegible]
~~to~~ at set out in the [illegible]
itself.

Thirdly the Arbitration
not initiated by the [illegible]
to the Agreement [illegible]
this juncture the [illegible]
has been made [illegible]
committed in regard [illegible]
litings of LED [illegible]

If the proposal [illegible]
standing is consider[illegible]
tender of the [illegible]
LED can be consider[illegible]
issuing a tender [illegible]
Hence opinion.

14/5/17

Print Close

From: IN-FM Nashik Smart City KPMG PMU (in-fmnsckpmgpmu@kpmg.com) **Date:** Sat, 23 Dec 2017 14:10:06 +0000

To: PRAKASH THAVIL, PRAMOD GURJAR, cpe@nashiksmartcity.in, cup@nashiksmartcity.in, Baburao Nirmal, MAHENDRA SHINDE, ee2electrical@nashikcorporation.in

Cc: Patjoshi, Amit, Gauda, Nilesh, Kulkarni, Sandeep, Bapat, Mukul, Kulkarni, Priyanka

Subject: Draft Feasibility_Smart LED Streetlighting_Pancity

Attachments: Draft Feasibility Assessment_Smart Streetlighting_Nashik Smart City_V4_23122017.pdf

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Dear All

Further to the discussions held with the Electrical Department officials and the revised data points shared by them, PFA the draft presentation regarding the different options for smart streetlighting across the city for your perusal. We would be glad to discuss the same along with our PPP expert with mutually convenient time on Tuesday.

Regards
Sandeep Kulkarni
Project Director- PMC
Nashik Municipal Smart City Development Corporation Ltd.
Cell: +91 7888049050
Email: in-fmnsckpmgpmu@kpmg.com

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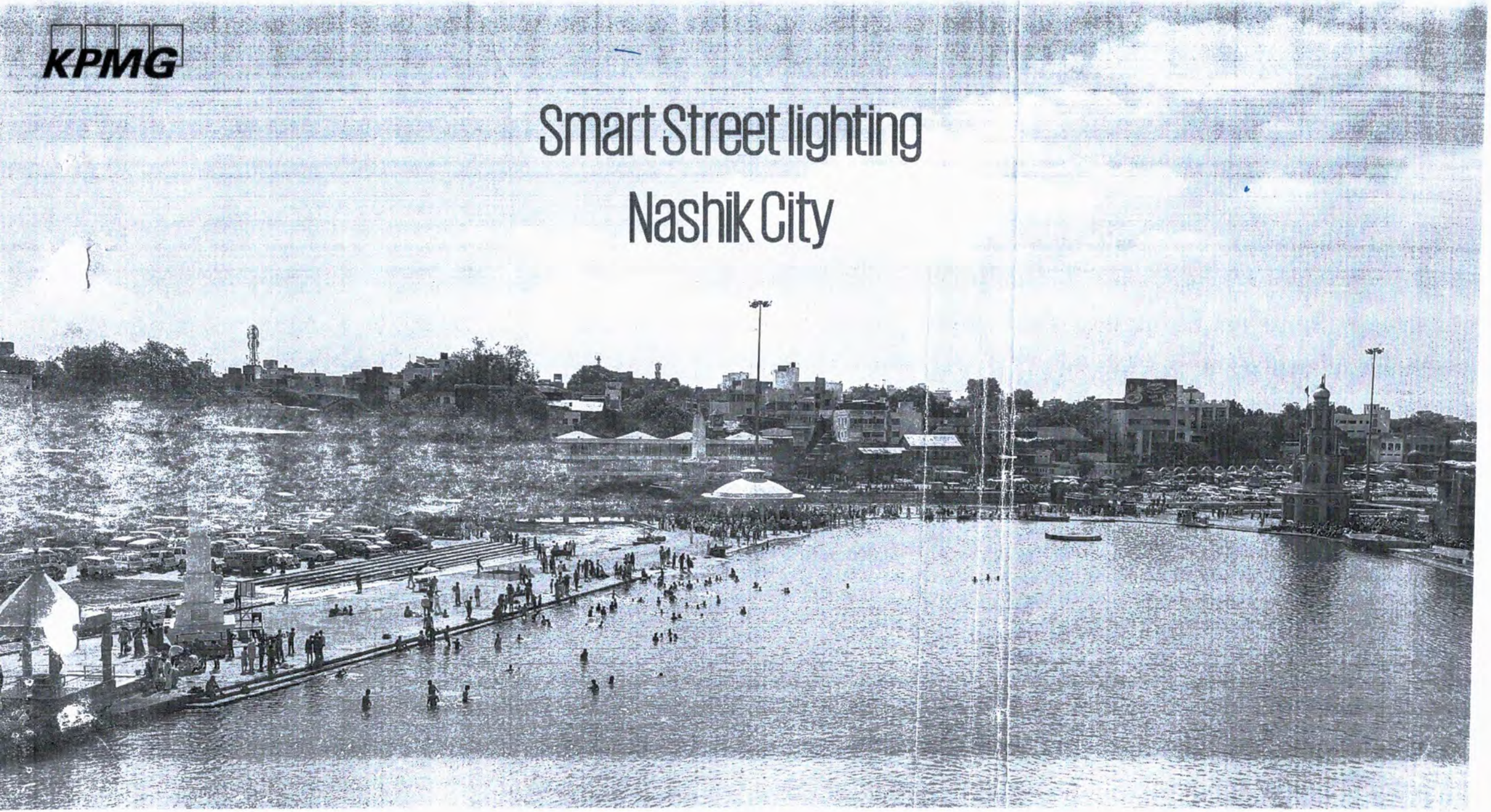
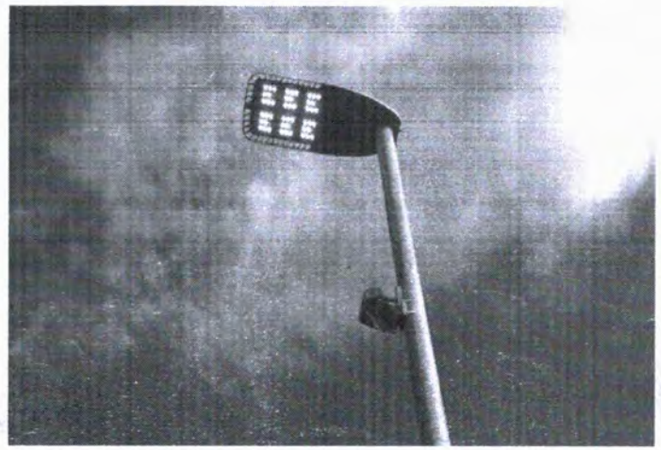
KPMG

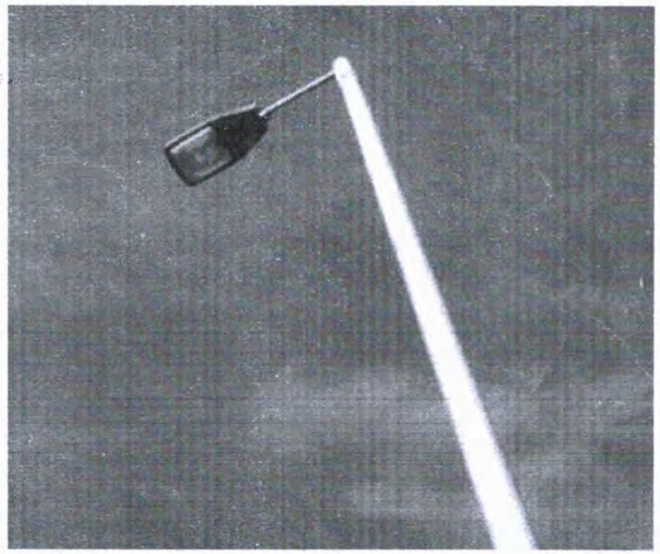
Smart Street lighting
Nashik City



Objectives of Smart Street lighting

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Real-time data collection and analytics with low latency to improve safety and security.





Project Scope / Objective

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Real-time data collection and analytics with low latency to improve safety and security.
- Smart street light system tries to find solution for the faster depletion of energy resources due to the inefficient usage and wastage of these resources.
- This project help to decrease the wastage of electricity by controlling the working of street light system that attributes to a good amount of electricity bills.
- This project does not include methods to incorporate usage of renewable resources like solar energy.





Obligations of the Concessionaire

Obligations of the CONCESSIONAIRE under the project	
Area	Responsibility Assigned to CONCESSIONAIRE under this project
Meet Desired	•Design and Installation of smart streetlight network and platform based on individual streetlights and feeder panels control with Remote Measurement, monitoring& Switching Capability; • Meeting timelines specified in contract for replacements/ repair of non-functional Stree light fixtures and feeder panel;
Key responsibilities	• Capital investments required for retrofitting of street light fixtures; • Design and Installation of Feeder Panels with Remote Measurement, monitoring & Switching Capability; • O&M (only for smart Street light fixtures and smart streetlight control system (CMS, Network, Individual controller and feeder controller) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;
Citizen Service	• Setting up of call center for citizens to record and address complaints in Nashik city;
Reporting/ Monitoring & verification (M&V)	• Remote metering and monitoring from centralized location; • Measure of daily/billing period consumption; • Setting up of call center for citizens to report complaints; • Daily reporting of fused/ non-functional fittings/ fixtures etc. as well as citizen complaint resolution status;

Project Implementation Plan- Timelines

Phase	Description	Duration
I	• Survey of the Pan city area's street light. • Provide Final Implementation Plan	1 Year
II	• Project Implementation on Smart Road and ABD area	
III	• Project Implementation on other part of Pan city of ABD (Nashik City)	
IV	Operation and Maintenance	7 Year

Scope of Work of concessionaire

Option 1 : Replace all Fixtures (Conventional & Non-Conventional)

1. **Survey of all the roads where the Dimmable LED Light Fixtures are to be installed**
2. **Vendor will submit the complete implementation plan**
3. **For implementation plan, NMC will provide following standards.**
   - For 6m and 9m width roads existing sodium lights will be replaced with 60W LED LUMINIARE- **25 lux level**
   - For 12m and above width road lights will be replaced with following standards maintaining **30 lux level**
4. **Installation, commissioning and operation & maintenance of all new LED street light.**
5. **O&M for concession period will be with the Concessionaire which will include the wiring maintenance as well.**
6. **Proof-of-Concept to be given by the Concessionaire.**

Option 2 : Replace Conventional Fixtures & Relocate Non-Conventional Fixtures

1. **Survey of all the roads where the Dimmable LED Light Fixtures are to be installed**
2. **Vendor will submit the complete implementation plan**
3. **For implementation plan, NMC will provide following standards.**
   - For 6m and 9m width roads existing sodium lights will be replaced with 60W LED LUMINIARE- **25 lux level**
   - For 12m and above width road lights will be replaced with following standards maintaining **30 lux level**
4. **Installation, commissioning and operation & maintenance of all new LED street light.**
5. **Relocate and operation & maintenance of all Existing LED Street light.**
6. **O&M for concession period will be with the vendor which will include the wiring maintenance as well.**
7. **Proof-of-Concept to be given by the Concessionaire.**

Phase-II (Existing LED Fixtures)

1. **Existing scattered LED luminaire will be shifted to one common area .**

Scope of Work of concessionaire

Option 3 : Replace all Fixtures (Conventional & Non-Conventional) + sell the scrap (existing fixtures)

1. **Survey of all the roads where the Dimmable LED Light Fixtures are to be installed**
2. **Vendor will submit the complete implementation plan**
3. **For implementation plan, NMC will provide following standards.**
   - For 6m and 9m width roads existing sodium lights will be replaced with 60W LED LUMINIARE- **25 lux level**
   - For 12m and above width road lights will be replaced with following standards maintaining **30 lux level**
4. **Installation, commissioning and operation & maintenance of all new LED street light.**
5. **O&M for concession period will be with the vendor which will include the wiring maintenance as well.**
6. **Proof-of-Concept to be given by the Concessionaire.**

Option 4 : Replace Conventional Fixtures & Relocate Non-Conventional Fixture + Sell scrap of existing conventional fixtures.

1. **Survey of all the roads where the Dimmable LED Light Fixtures are to be installed**
2. **Vendor will submit the complete implementation plan**
3. **For implementation plan, NMC will provide following standards.**
   - For 6m and 9m width roads existing sodium lights will be replaced with 60W LED LUMINIARE- **25 lux level**
   - For 12m and above width road lights will be replaced with following standards maintaining **30 lux level**
4. **Installation, commissioning and operation & maintenance of all new LED street light.**
5. **Relocate and operation & maintenance of all Existing LED Street light.**
6. **O&M for concession period will be with the vendor which will include the wiring maintenance as well.**
7. **Proof-of-Concept to be given by the Concessionaire.**

Phase-II (Existing LED Fixtures)

1. **Existing scattered LED luminaire will be shifted to one common area .**

Lux Level Measurements

Upon commencement of Phase 3, NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on 30 Lux level of the street lighting fixtures, randomly selected by NMC, on a rotational basis.

Such lux level measurements will be carried out twice in a year. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor.

If the lux levels are found to be below the applicable standards specified in Schedule 2, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under Article 0.

Such semi-annual measurements must be completed by 30th June and 31st December of each Financial Year for the Term of the Project

Operation & Maintenance

Minimum standards of Operation and Maintenance	**The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per NMC rules and guidelines and National Lighting codes**
Penalties & Liabilities	• Penalties levied for non-achievement of savings shall be equivalent to at least the difference between actual and quoted guaranteed savings • Penalties levied for non-compliance of lux level standard • Penalty for Non-Compliance to Minimum Up-Time • Penalty for non-compliance with electrical safety related matters • Penalties levied for non-implementation or non-operation of the streetlight networking solution
Payment security	Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project

Benchmarks/ Standards for replacing the conventional fixtures with non-conventional fixtures

#	Existing high power vapor based fittings with bulb	To be converted into LED luminaries	Places/ road classifications	Description (BIS, 1981)
1	400W	210W +_5%	Category A1	For very important routes with rapid and dense traffic where the only considerations are the safety and speed of the traffic and the comfort of drivers
2	250W	110W +_5%	Category A2	For main roads with considerable mixed traffic like main city streets, arterial roads, and thoroughfares
3	150W	90W +_5%	Category A3 and service roads and slip roads	
4	70W or lower	45W +_5%	Colonies & Parks	

Source: BIS, 1981

Existing Scenario

Current Street Light Type and Number

1. Sodium Vapor and T5 (Conventional)

Total Conventional Fixtures :75455

Sr. No.	Wattage	Count
1	Sodium Vapor 70 W	28056
2	Sodium Vapor 150 W	28731
3	Sodium Vapor 250 W	8841
4	Sodium Vapor 400 W	1817
5	T5 96W	8010

2. LED (Non- Conventional)

Total Non- Conventional Fixtures :11525

Sr. No.	Wattage	Count
1	45 W	1622
2	60 W	9181
3	90 W	676
4	120 W	80

Total conventional & non conventional fixtures – 86980.

*Fitted across the city, mixed with the conventional lamps.

Source: Electrical Department, NMC

Published 55 tender details for LED fitting (Published by NMC but Commercial not opened yet) Bids Received on 8th December,2017

Sr. No.	No. of 45 W	Total Cost for 45 W Fixture (in INR)	No. of 60 W	Total Cost for 60 W Fixture (in INR)	No. of 60 W	Total Cost for 90 W Fixture (in INR)	No. of 90 W	Total Cost for 120 W Fixture (in INR)
1	4611	2,15,19,537	7593	4,72,43,646	318	28,93,482	80	12,44,080

Scope : Installation, commissioning and operation & maintenance of New LED street light

Total Non-Conventional (LED) Fixtures :12602

Total Tender Estimated Cost : Rs. 7,29,00,745/-

Source: Electrical Department, NMC

Baseline Energy Consumption and expected Energy Savings

1	Cumulative Wattage of all the fixtures(Wt) for conventional fixtures		9979580*
2	Cumulative Wattage of all the fixtures(Wt) for non-conventional fixtures		690210*

**100% capacity utilization of the wattage*

1	Deemed Cumulative Power (Wc1) for conventional fixtures	11476517*	(15% addition 1.15 to connected load)
2	Deemed Cumulative Power (Wc2) for non-conventional fixtures	724720.5	(5% addition 1.05 to connected load)
3	Wc=(Wc1+Wc2)	12201237.5	

1	Uptime of lighting fixtures	11 Hrs
2	Total Time(Annual)	365 days
3	T in hours	4015 hrs

Baseline Energy Consumption(Eb) **48987969** units/annum

Expected units of Energy Saving : **22120151 units/annum**

Expected Energy Saving : **45.2 %**

The rated wattage of each wattage type of street light fixture is multiplied by installed quantity of that type of fixture in the cluster. This in turn multiplied by the theoretical losses in control gear and cables/overhead lines. This is further multiplied by the theoretical working hours of street lights in a year. The cumulative total of thus arrived energy consumption all type of street light fixtures will amount to the Baseline Energy Consumption.

Source: KPMG Analysis

Costing for Conversion to LED

Existing Sodium To LED Conversion			
Sodium(W)	LED(W)	Qty(In Nos.)	Per unit Cost (INR)
400	210	1817	12000
250	110	8841	9000
150	90	28731	5000
70	45	28056	3500
96	60	8010	4000

Source: Market Research and KPMG Analysis

Options for assessment of financial feasibility

Option 1	Option 2	Option 3	Option 4
To replace all the existing conventional fixtures with the New LEDs	To replace all the existing conventional fixtures with the New LEDs	To replace all the existing conventional fixtures with the New LEDs	To replace all the existing conventional fixtures with the New LEDs
To replace all the existing LEDs with the New LEDs • The existing LED luminaires will be auctioned by NMC; **or** • The vendor will buyback the existing LED luminaires • Vendor to operate and maintain the LEDs • The LEDs will have **all the features- On-Off with dimming control**	Relocate the existing LEDs to new area • NMC to provide the area for relocation of the LEDs • Vendor to operate and maintain the relocated LEDs • The LEDs will have **only on-off feature** and NO Dimming control	To replace all the existing LEDs with the New LEDs • The existing LED luminaires will be auctioned by NMC; **or** • The vendor will buyback the existing LED luminaires • Vendor to operate and maintain the LEDs • The LEDs will have **all the features- On-Off with dimming control**	Relocate the existing LEDs to new area • NMC to provide the area for relocation of the LEDs • Vendor to operate and maintain the relocated LEDs • The LEDs will have **only on-off feature** and NO Dimming control
NMC will auction all conventional & non-conventional fixtures	NMC will auction all conventional	Concessionaire will sell the all conventional & non-conventional fixtures and put amount in escrow account	Concessionaire will sell the all conventional fixtures and put amount in escrow account

Source: Electrical Department, NMC

Option 1- CAPEX and OPEX

CAPEX	Total (Rs.in Crore)
CAPEX for New LEDs + Feeder Panel	46.58
CAPEX for Old LEDs +Feeder Panel	5.47
Software Cost	0.65
Independent Energy Auditor's Cost	0.13
Total	**52.83**
Contingency	**10%**
Total with contingency	**58.11**

OPEX	Cost/ Fixture (In Rs)	Total (Rs Crore)
Number of Fixtures	75455	
Number of Old Fixtures	11525	
OPEX for New LEDs	300	2.26
OPEX for Old LEDs	300	0.35
AMC Cost of Software		0.02
Wiring Maintenance		0.20
Independent Engineer, 50% of Total		0.13
Total		**2.96**

Nashik - Energy Tariff	In Rs/Unit
FY16-17	5.45
CAGR	8.23%
FY17-18	6.01
FY18-19	6.62
FY19-20	6.91

Option 2 – CAPEX and OPEX

CAPEX	Total (Rs.in Crore)
CAPEX for New LEDs + Feeder Panel	46.58
CAPEX for Old LEDs +Feeder Panel	1.16
Software Cost	0.65
Independent Energy Auditor's Cost	0.12
Total	**48.50**
Contingency	**10%**
Total with contingency	**53.36**

OPEX	Cost/ Fixture (In Rs)	Total (Rs Crore)
Number of Fixtures	75455	
Number of Old Fixtures	11525	
OPEX for New LEDs	300	2.26
OPEX for Old LEDs	100	0.12
AMC Cost of Software		0.02
Wiring Maintenance		0.20
Independent Engineer, 50% of Total		0.12
Total		**2.72**

Nashik - Energy Tariff	In Rs/Unit
FY16-17	5.45
CAGR	8.23%
FY17-18	6.01
FY18-19	6.62
FY19-20	6.91

Option 3- CAPEX and OPEX

CAPEX	Total (Rs.in Crore)
CAPEX for New LEDs + Feeder Panel	46.58
CAPEX for Old LEDs +Feeder Panel	5.47
Software Cost	0.65
Independent Energy Auditor's Cost	0.13
Total	**52.80**
Scrap Value	**8.05**
Total without Scrap Value	**44.75**
Contingency	**10%**
Total with contingency	**49.25**

OPEX	Cost/ Fixture (In Rs)	Total (Rs Crore)
Number of Fixtures	75455	
Number of Old Fixtures	11525	
OPEX for New LEDs	300	2.26
OPEX for Old LEDs	300	0.35
AMC Cost of Software		0.02
Wiring Maintenance		0.20
Independent Engineer, 50% of Total		0.13
Total		**2.96**

Nashik - Energy Tariff	In Rs/Unit
FY16-17	5.45
CAGR	8.23%
FY17-18	6.01
FY18-19	6.62
FY19-20	6.91

Option 4 – CAPEX and OPEX

CAPEX	Total (Rs.in Crore)
CAPEX for New LEDs + Feeder Panel	46.58
CAPEX for Old LEDs +Feeder Panel	1.16
Software Cost	0.65
Independent Energy Auditor's Cost	0.12
Total	**48.5**
Scrap Value	**3.77**
Total without Scrap Value	**44.73**
Contingency	**10%**
Total with contingency	**49.21**

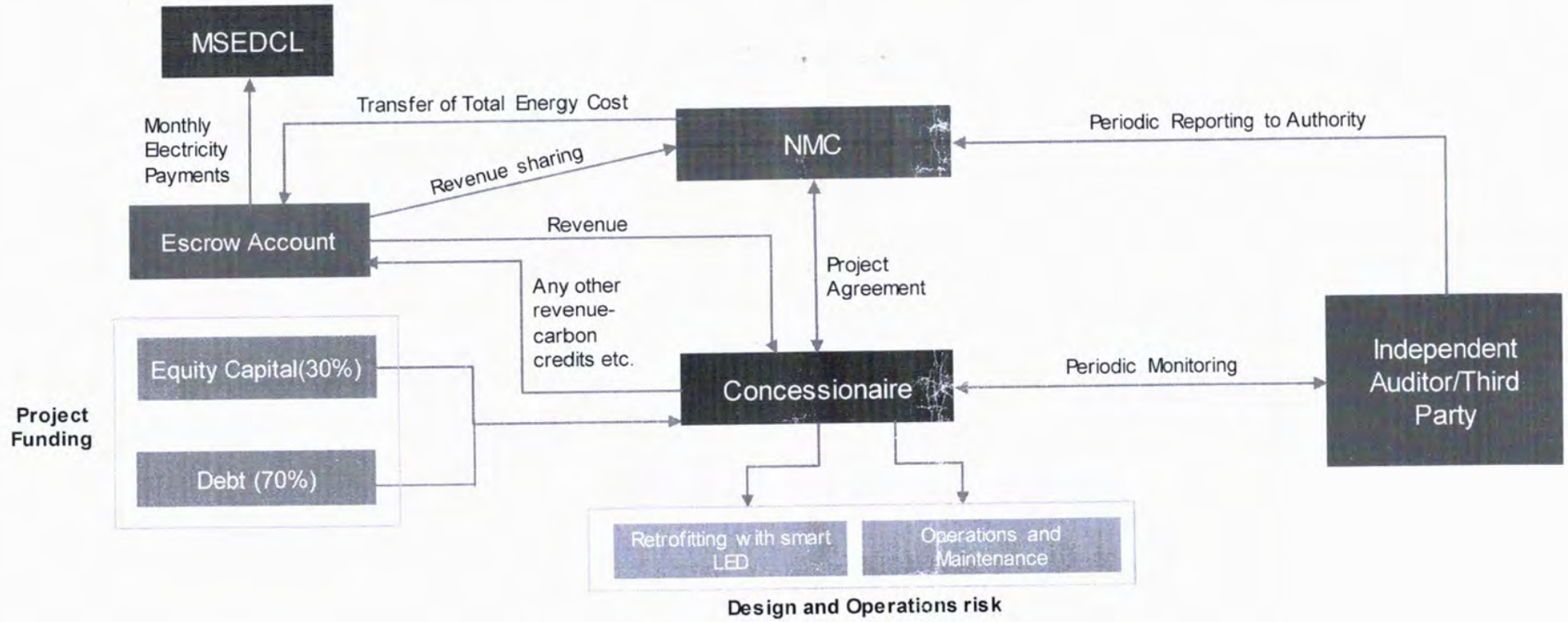
OPEX	Cost/ Fixture (In Rs)	Total (Rs Crore)
Number of Fixtures	75455	
Number of Old Fixtures	11525	
OPEX for New LEDs	300	2.26
OPEX for Old LEDs	100	0.12
AMC Cost of Software		0.02
Wiring Maintenance		0.20
Independent Engineer, 50% of Total		0.12
Total		**2.72**

Nashik - Energy Tariff	In Rs/Unit
FY16-17	5.45
CAGR	8.23%
FY17-18	6.01
FY18-19	6.62
FY19-20	6.91

Summary

#	Description	Option 1	Option 2	Option 3	Option 4
1	Duration of work	1 year	1 year	1 year	1 year
2	Duration Operation and maintenance	7 Year	7 Year	7 Year	7 Year
3	CAPEX (In Cr.)	58.1	53.4	49.3	49.2
4	OPEX for first year (In Cr.)	2.96	2.72	2.96	2.72
5	Contingency	10%	10%	10%	10%
6	Equity IRR	18.2%	18.3%	18.1%	18.3%
7	Project IRR	12.8%	12.8%	12.7%	12.8%
8	**Annual sharing of Energy Saving**	**0.5%**	**8.5%**	**12.5%**	**14%**

Broad Project Structure- ESCO Model



Key Decisions to be taken by NMC

- Decision to be taken regarding stalling/the 55 tenders published for installation and commissioning of the LED fixtures.
- Third Party Energy Audit to be undertaken to establish the Baseline Energy Consumption and the ratio of Energy Saving.
- Variation Clause to be incorporated in the Concession Agreement to accommodate any discrepancies in the data.

Way Forward

- RFP for Smart Streetlight will be prepared by NMSCDCL, on behalf of NMC and submitted to NMC Officials.
- The project will be implemented in phased manner- Phase I will be Implementation on Smart Road and in ABD area.
- A Bid Evaluation Committee will be formed which will comprise of the Executive Engineer, Electrical Department NMC, Chief Account Officer and Chief Auditor, NMC CEO,CKO and CFO, NMSCDCL.
- As the NMC is the owner of the streetlights it is suggested :
    - The Concession Agreement will be signed between NMC and the Concessionaire
    - As per the agreement, the management of the Escrow Account will be with NMC.
    - The NMC will monitor and execute the project

नाशिक महानगरपालिका, नाशिक

आयुक्त कार्यालय
जावक क्र./विद्युत /न.स. /८१४
दिनांक ०८/०१ /२०१८

मा. नगरसचिव

नाशिक महानगरपालिका,

यांचेकडे.

विषय :- राज्याचे उर्जा संवर्धन धोरण- २०१७ चे अनुषंगाने नाशिक महानगरपालिका क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणेबाबत.

संदर्भ :- १) मा.शासन परिपत्रक क्रमांक विसआ-२०१५/प्रक्र१९१/नवि-२० दि.०१ जानेवारी २०१६.
२) शासन निर्णय क्र.अपाऊ-२०१५/प्रक्र३७८/ऊर्जा-७ दि.२२ जून २०१७.

महोदय,

राज्याचे उर्जा संवर्धन धोरण- २०१७ अंतर्गत विज व उर्जा बचत अनिवार्य आहे. महानगरपालिका अधिनियमा अन्वये नागरीकांसाठी पथदिप व्यवस्था करणे हे मनपाचे प्राथमीक कर्तव्य आहे. संदर्भान्वये महाउर्जाने केलेल्या उर्जा परिक्षणानुसार उर्जा संवर्धनासाठी पथदिवे क्षेत्रात २०% वाव असल्याचे निदर्शनास आणले आहे व एल.ई.डी. सारख्या तंत्रज्ञानाच्या वापराबाबत ESCO तत्वावर उर्जा बचतीबाबत निर्देश दिलेले आहेत.

नाशिक महानगरपालिका स्मार्ट सिटी डेव्हलपमेंट कार्पोरेशन लि. अंतर्गत एरिया बेस डेव्हलपमेंट (Area Base Development) परीसरामध्ये साधारण ३५०० फिटींग्ज असल्याने स्मार्ट लाईटींग लावणेचा प्रस्ताव विचाराधीन आहे. नाशिक शहराच्या सद्यस्थितीत कार्यरत असलेल्या ८६९८० पथदिपांपैकी ३५०० पथदिपच एरिया बेस डेव्हलपमेंट एरीया क्षेत्रात स्मार्ट लाईटींगमध्ये अंतर्भुत होतात. यामुळे मनपा क्षेत्रातील इतर भाग वंचीत रहाणार असलेने सदरचा प्रकल्प स्मार्ट सिटी डेव्हलपमेंट कार्पोरेशन लि. मार्फत छोटयाशा क्षेत्रावर राबविणेपेक्षा संपुर्ण मनपा क्षेत्रात त्याची अंमलबजावणी करुन विद्युत बचत करणेबाबत मा.आयुक्त व मा.मुख्य कार्यकारी अधिकारी स्मार्ट सिटी यांनी सुचीत केलेने सदरचा प्रकल्प, त्याची अर्हता व तांत्रीकता तपासलेबाबतचा अहवाल स्मार्ट सिटी सल्लागाराकडून प्राप्त झाल्याने, सदरचा प्रकल्प मनपा मार्फत राबविणेबाबत प्रस्तावीत केले आहे. या स्मार्ट सिटी सल्लागाराच्या अहवालान्वये यापुढेही त्यांच्या तांत्रीक मार्गदर्शनान्वये विषयांकीत काम मनपा मार्फत प्रस्तावीत केले आहे.

या प्रकल्पा अंतर्गत अस्तित्वातील सोडीयम / टी-५ फिटींग्ज काढून त्या ठिकाणी स्मार्ट लाईटस् लावणेत येतील. सद्यस्थितीत नाशिक मनपा क्षेत्रात एकूण ७५,४५५ सोडीअम व टि-५ फिटींग्ज लावणेत आलेल्या आहेत, तसेच ११,५२५ एल.ई.डी. फिटींग्ज अशा एकूण ८६,९८० फिटींग्ज लावणेत आलेल्या आहेत. त्याचप्रमाणे मा.सदस्याचे मागणीनुसार (स्वेच्छा निधी व इतर) विकास कामांतर्गत र.रु.७.२९ कोटी रकमेच्या एकूण १२६०२ एल.ई.डी. फिटींग बसविणेचे कामास मान्यता मिळाली असल्याने सदर फिटींग बसविणेच्या निविदा काढणेत आलेल्या आहेत. त्यापैकी बहुतांश कामांचे निविदा दर मंजूरीच्या स्तरावर आहेत. सदर बाबत धोरणात्मक निर्णय होणे आवश्यक आहे.

स्मार्ट लाईटस् लावतांना त्यामध्ये ग्रुप डिमींग करुन अस्तित्वातील कंट्रोल पॅनेल बदलावयाचे आहेत. सद्यस्थितीत पथदीपांचे केबल, वायर्स सुस्थितीत असलेने ते बदलणेची गरज नाही. तथापी भविष्यात केबल, वायर्स खराब झालेस एजंन्सीला ते बदलावे लागेल व त्याची देखभाल व दुरुस्ती करावी लागेल. सध्या अस्तित्वात असलेल्या सर्व प्रकारच्या फिटींग (पारंपारीक व नव्याने लावलेले एल.ई.डी. फिटींग) एजन्सीने घ्यावयाच्या असून त्यानुसार एजन्सीने दर भरणे आवश्यक राहील या अनुषंगाने मा.महासभेने निर्णय घ्यावयाचे आहे.

स्मार्ट लाईटिंग करतांना स्मार्ट कंट्रोल पॅनलचा वापर केला जाईल. तसेच सदरील स्मार्ट लाईटिंगपैकी काही भाग अथवा लाईट्स काही तांत्रिक कारणास्तव बंद पडल्यास त्याचे मॉनिटरींग होणार आहे. स्मार्ट सिटी अंतर्गत पंचवटी विभागीय कार्यालय येथे कमांड कंट्रोल सेंटर उभारणेत येत आहे. तेथे कर्मचारी तैनात राहतील व बंद पडलेले स्मार्ट कंट्रोल पॅनल अथवा स्मार्ट लाईट लगेच दृष्टीपथात येवून त्याबाबतची दुरुस्तीची कारवाई तातडीने करता येईल असे या प्रकल्पात अंतर्भुत रहाणार आहे.

सद्यस्थितीत मनपा विद्युत विभागाकडे पुरेसे मनुष्यबळ नसल्याने सदरच्या प्रकल्पा अंतर्गत यशस्वीरित्या स्मार्ट लाईट देखभाल दुरुस्ती एजंन्सीमार्फत करणेत येणार असल्याने मनपास कुठल्याही प्रकारची अर्थिक गुंतवणूक न करता संपूर्ण मनपा क्षेत्रातील पथदिप स्मार्ट लाईटींग मध्ये रुपांतरीत होतील. तसेच सदर प्रकल्प अंतर्गत स्मार्ट कंट्रोल पॅनल पासून ते स्मार्ट लायटिंग पर्यंत केबल, वायर, फ्युजेस, एमसीबी इत्यादी सर्व बाबींची देखभाल व दुरुस्ती एजन्सीमार्फत करणेत येईल.

स्मार्ट लायटिंग करतांना काम करणारी एजन्सी ही स्वखर्चाने मनपा क्षेत्रात स्मार्ट लायटिंग करेल. सद्यस्थितीतील मनपास पथदिपांसाठी येणारे म.रा.वि.वि.कंपनीचे दरमहाचे वीज बिल मनपाने ESCRO खात्यात जमा करुन ते एजन्सी म.रा.वि.वि. कंपनीस अदा करेल.

यापूर्वी नाशिक शहरात एल.ई.डी. फिटींग बसविणेचे काम मे.एम.आय.सी. कंपनीस देणेत आले होते. सदर कामापोटी मक्तेदारास बँक गॅरंटी र.रु.४० कोटी + र.रु.२० कोटी + र.रु.२० कोटी असे एकूण र.रु.८० कोटींची बॅंक गॅरंटी मनपा मार्फत देणेत आलेली आहे. मक्तेदारास निविदा व करारनाम्यातील अटीशर्तीनुसार एल.ई.डी. फिटींगचा उर्जेड देणेबाबत व आवश्यक त्या तपासण्या करुन देणेबाबत विचारणा केली असता मक्तेदाराने केवळ ३५० फिटींग लावलेल्या असून उर्वरित काम न करता करारनाम्यातील अटीशर्तीनुसार टर्मिनेशनची नोटीस मनपास दिलेली आहे. सदर कामाची वर्क ऑर्डर, करारनामा, अटीशर्ती याबाबतची संपूर्ण माहिती व त्यांच्या छायांकित प्रती विधी विभागास तसेच मनपा कायदेसल्लागार नाशिक जिल्हा न्यायालय व मुंबई हायकोर्ट यांना देण्यात आलेल्या आहेत.

एम.आय.सी. कंपनीने मनपास टर्मिनेशनची नोटीस दिलेली असल्याने, मनपा मार्फत देणेत आलेल्या बँक गॅरंटीचे रोख्रीकरण होऊ नये या करिता तत्कालीन मा.आयुक्त यांनी आदेशीत केलेनुसार मे.एम.आय.सी. कंपनी/ ई.ई.एस.एल कंपनी/बँक ऑफ महाराष्ट्र यांना प्रतिवादी करून मा.जिल्हा न्यायालयात दोन दावे दाखल करणेत आले आहेत. त्यापैकी एका दाव्यात मा. न्यायालयाने बँक गॅरंटीचे रोख्रीकरण करु नये या करिता स्थगिती आदेश दिलेला आहे.

एम.आय.सी. कंपनीस यापूर्वी दिलेल्या कामाबाबत मा.विधी विभाग प्रमुख व मनपा कायदेसल्लागार (जिल्हा न्यायालय नाशिक) यांचेकडे अभिप्राय मागविला असता त्यांनी एल.ई.डी. बाबतचे मा.न्यायालयीन प्रक्रियेबाबतचे अभिप्राय मनपाचे जिल्हा न्यायालयातील कायदा सल्लागार ॲड. श्री.आर.पी. पगार यांनी खालील प्रमाणे दिले आहेत.

Persued the file the Corporation filed Arbitration proceeding and saught the Injunction order from the District court Nashik not to encash the Bank Guarantees.

Secondly M.I.C.has terminated the earlier contract by giving notice dt.20/05/2015 in regard to agreement dt.25 Feb. 2013 as per the condition at set out in the agreement itself.

Thirdly the arbitration has not initiated by the parties to the agreement now at this junction the provision has been made by the standing committee in regard to the fittings of LED.

If the proposal of the standing is considered, the tender of the fittings of the LED can be considred by issuing a tender a fresh. Hence opinion.

वरिल अभिप्रायाचे अवलोकन करता, विधी विभागाने निविदा प्रक्रिया राबविणेबाबत स्वयंस्पष्टपणे नमुद केलेले आहे. विद्युत व्यवस्था, त्यात सुधारणा करणे ही दैनंदिन नित्यसेवेची आवश्यक बाब आहे. ही सुविधा थांबविणे, खंडीत ठेवणे योग्य होणार नाही. सदर बाबीस निविदा प्रक्रिसेस कोणतीही अडचण अथवा स्टे वगैरे नाही त्याचप्रमाणे मा.उच्च न्यायालयातील सदर मक्तेदार यांनी सादर केलेला दावा ॲडमिशन स्टेजचे वेळीच डिसमिस केलेला आहे असा अभिप्राय नस्तीवर दिलेला आहे.

स्मार्ट स्ट्रिट लाईटींग केल्याने Energy consumption कमी होणार आहे. तसेच विज बिलात बचत होऊन मेंटेनन्स कॉस्ट पूर्णपणे कमी होणार आहे. सदर प्रोजेक्ट मध्ये साधारण ४५.२ टक्के एनर्जी सेव्हिंग अपेक्षीत आहे. यानुसार बचत झालेल्या विज बिलापोटीच्या रक्कमेचा काही भाग मक्तेदारास राहील व काही भाग मनपास राहील. यामध्ये मनपाची कुठलीही अर्थिक गुंतवणूक होणार नाही.

यापुर्वी प्रशासकीय मान्यता मिळालेल्या साधारणत: ४ कोटी रकमेच्या लावणेत आलेल्या एल.ई.डी फिटींग्ज् एजन्सीकडे हस्तांतरीत करणे व सद्यस्थितीत निविदा प्रक्रीयेमध्ये असलेल्या साधारणत: ७.२५ कोटी रकमेच्या वर्क ऑर्डर सुधारीत करणे, बदलणे, रद्द करणे बाबत निर्णय होणे आवश्यक आहे.

नाशिक मनपा मार्फत शहरात स्मार्ट लाईटींग करणे या कामाची नव्याने निविदा प्रक्रीया राबविणेबाबत विधी विभागाचे सकारात्मक अभिप्राय आहेत. यास्तव -

१) राज्याच्या उर्जा संवर्धन धोरणाअंतर्गत मा.शासनाने नियुक्त केलेल्या ई.ई.एस.एल. कंपनी यांचे मार्फत उपरोक्त प्रकल्प राबवावयाचे झाल्यास मे.ई.ई.एस.एल. कंपनीस प्रकल्पाच्या एकूण खर्चाच्या २ ते ४% Project management charges म्हणून मनपास अदा करावे लागतील.

किंवा

२) नाशिक महानगरपालीकेमार्फत जाहीर-ई निविदा मागवून (मनपा स्मार्ट सिटी प्रकल्प सल्लागार यांचे मार्गदर्शनानुसार) अहवालाप्रमाणे ESCO MODEL नुसार खात्याव्दारे कार्यान्वित करणे.

वरील सर्व बाबींचे अवलोकन होणेस व उपरोक्त १ किंवा २ बाबत निर्णय झाल्यास, त्यानुसार सदर प्रकल्प राबविणेबाबत मा.महासभेच्या उचीत निर्णयास्तव सादर.

कार्यकारी अभियंता (वि.)
नाशिक महानगरपालिका, नाशिक.

अतिरिक्त आयुक्त (१)
नाशिक महानगरपालिका, नाशिक.

सदरचा प्रस्ताव मा.महासभेच्या निर्णयासाठी सादर.

आयुक्त
नाशिक महानगरपालिका, नाशिक

77

About Us

The overall size of energy efficiency market is estimated to be Rs. 74,000 crores. Till now, only 5% of this market has been tapped through ESCO mode mainly in the areas of lighting and some applications and the large-scale implementation of energy efficiency is constrained by a number of important regulatory, institutional and financing barriers. The concept of performance c implemented by Energy Service Companies (ESCOs) is being increasingly considered as a mechanism to overcome some of the barriers hindering and discouraging the large-scale impleme energy efficiency projects. However, despite the fact that the potential for application of performance contracting in both the public and private sectors in developing nations is enormous, the gro ESCO industry has been particularly slow in the country. In order to develop a viable ESCO industry, Ministry of Power has set up Energy Efficiency Services Limited (EESL), a Joint Venture L[illegible]d PFC, REC and POWERGRID to facilitate implementation of energy efficiency projects. EESL will work as ESCO, as Consultancy Organization for CDM, Energy Efficiency, etc.; as a [illegible]for capacity building of SDAs, Utilities, financial institutions, etc. EESL will also lead the market-related actions of the NMEEE. It is registered under the companies Act, 1956 on 10th Decen [illegible]commencement of business certificate is obtained on 11th February 2010. It will be the first such company exclusively for implementation of energy efficiency in South Asia and amongst [illegible]istances in the world....

Objectives

Corporate Mission/Vision

Organization Structure

Board of Directors

Anti-Fraud Policy

CSR Policy

G20 Energy Efficiency Investment Toolkit

EHSS Policy

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Projects

UJALA

The fundamental achievement of one of government's first energy efficiency pan-India programme is reflected by UJALA or the LED bulb programme. This simple act of change of one light bulb in South Block Prime Minister's office heralded a movement in the entire country for considering the same change. The UJALA (Unnat Jyoti by Affordable LEDs for All) scheme was launched on 5th January 2015 by hon'ble Prime Minister of India Sh. Narendra Modi.

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AGDSM

Survey and preparation of Detailed Project Report for Energy Audit being conducted on 455 nos. of pump sets at Zaheerabad Division in Medak Circle of Central Power Distribution Limited Andhra Pradesh (APCPDCL) completed.
Discussions with Kerala State Electricity Board (KSEB), Uttar Haryana Bidyut Vitran Nigam Limited (UHBVN), Punjab State Power Corporation Limited (PSPCL), Jaipur Vidyut Vitran Nigam Limited (JVVNL), Jodhpur Vidyut Vitran Nigam Limited (JDVVNL), Water Resources-Irrigation Department (Tripura), many more for Agriculture Demand Side Management (Ag-DSM) projects are underway.

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EESL Energy Efficiency Services Limited
(A Joint Venture Company of PSUs of Ministry of Power, Govt. of India)

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Projects / UJALA

UJALA Scheme

The fundamental achievement of one of government's first energy efficiency pan-India programme is reflected by UJALA or the LED bulb programme. This simple act of change of one light bulb [illegible] Prime Minister's office heralded a movement in the entire country for considering the same change. The UJALA (Unnat Jyoti by Affordable LEDs for All) scheme was launched on [illegible] Prime Minister of India Sh. Narendra Modi.

[illegible] the nodal organisation, EESL, undertook the task of setting up phase-wise LED distribution centers across the nation to provide people with affordable LED bulbs on either upfro[illegible] on-bill financing. After procuring massive quantity of LEDs from indigenous manufacturers, these were sold to public through an extensive chain of distribution kiosks. Due to bulk procurement by EESL, a healthy competition rose among the manufacturers and this brought down the prices of LED bulbs in India from a range of about Rs. 300 - Rs. 400 to a range of Rs. 75 - [illegible] EESL transformed the market for energy efficient lighting in India in a span of about a year. The latest price at which EESL procures the LED bulbs is about Rs. 55 and then distributes a[illegible] connected consumers after adding the taxes and overhead expenses. The dominant bottleneck hindering adoption was pricing and now it stood crushed. The earlier costly LED bulbs [illegible] at an extremely cheaper price due to massive government intervention.

As on August 17, 2016, over 14 crore LEDs stand distributed under the UJALA scheme, which is resulting in more than 5.2 crore kWh energy savings per day. This way we have avoided a peak c[illegible] about 3,851 MW in India and are leading to a reduction in carbon footprint of about 42,681 tonnes per day. Not only this, as per state specific surveys, we have overshot our commitment of energ[illegible] about 32% per bulb than what was initially promised. Social surveying strongly suggests public contentment with the scheme and people openly express their happiness after witnessing re[illegible] electricity bills. Easy replacement through a unique number in electricity bill gives more power and independence to the consumer. By 2019, EESL targets to sell about 77 crore LED bulbs [illegible]

Objectives of National LED Programme

Promote the use of the most efficient lighting technology at affordable rates to consumers
Reduce energy consumption in lighting which helps DISCOMs to manage peak demand
Enhance the awareness of consumers about the efficacy of using energy efficient appliances
Increase the demand of LED lights by aggregating requirements across the country and reduce costs; in fact cost have already reduced over 80% in last 2 years
Encourage and support domestic manufacturing of LED bulbs by sustaining demand and making it consistent with the 'Make in India' policy of the Government
Create robust arrangements for monitoring and verification of energy savings in a simple and transparent manner.

Progress till date

As on August 23, 2016, EESL has distributed over 14.4 crore LEDs in 17 states and UTs. The costs of LEDs have come down drastically over the last 2.5 years as indicated below:

S.No	Date of Procurement	Quantity	Specs	Price
[illegible]	January, 2014	7.5 lakh	BIS - 7W	Rs. 310 (8 year technical warranty)
[illegible]	August, 2014	30 lakh	BIS - 7W	Rs. 204 (5 year technical warranty)
[illegible]	November, 2014	30 lakh	BIS - 7W	Rs. 149 (5 year technical warranty)
4	January, 2015	80 lakh	BIS - 7W	Rs. 104 (3 year technical warranty)
[illegible]	March, 2015	80 lakh	BIS - 7W	Rs. 82 (3 year technical warranty)
[illegible]	June, 2015	5 crore	BIS - 7W	Rs. 70 (3 year technical warranty)
[illegible]	November, 2015	3 crore	BIS - 9W	Rs. 72.4 (3 year technical warranty)
[illegible]	January, 2016	3 crore	BIS - 9W	Rs. 65 (3 year technical warranty)
[illegible]	April, 2016	5 crore	BIS - 9W	Rs. 55 (3 year technical warranty)

EESL

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EESL Brochure

Creating Energy Efficient India

Energy Efficiency Services Limited (EESL) is promoted by Ministry of Power, Government of India as a Joint Venture company of four Central Power Sector undertakings viz. NTPC Ltd, Power Grid. EESL was set up to create and sustain markets for energy efficiency in the country. EESL works closely with the Bureau of Energy Efficiency (BEE) and is leading the market [illegible] the National Mission for Enhanced Energy Efficiency (NMEEE), one of the 8 national missions under Prime Minister's National Action Plan on climate change.

EESL Street Light Toolkit

Energy efficiency initiatives are at the heart of national policies that are conceived to promote energy security, reduce energy consumption and tackle climate change. With public lighting consu[illegible] 4500 MU of electricity in 2012-13, energy efficient street lighting is poised to deliver substantial energy savings to Urban Local Bodies. Necessarily, BEE led interventions in 269 ULBs across [illegible] develop energy efficiency opportunities in Municipal sector. It was reported that retrofitting the entire conventional streetlights with LEDs could result in potential annual savings of 4300 millio[illegible] to about 50% of total energy consumed. Furthermore, the operational optimization could lead to an additional 15-20% energy savings.

DELP Toolkit

DSM based Efficient Lighting Programme (DELP)

Domestic consumer's account for almost 24% of the total electricity demand in the country. Major part of the energy consumption is used for lighting. A significant proportion of household lighting [illegible] of incandescent bulbs, which are extremely energy inefficient as over 90% of electricity is wasted as heat. Promoting efficient lighting in household sector can reduce the electricity co[illegible] as 30 billion kWh every year at national level. This will also benefit the consumers by way of reduced electricity expenditure.

Technical Specs of 7W LEDs distributed under DELP programme

EESL Toolkit for AgDSM Project

EESL MOA and AOA

EESL Strategic Partnership Policy

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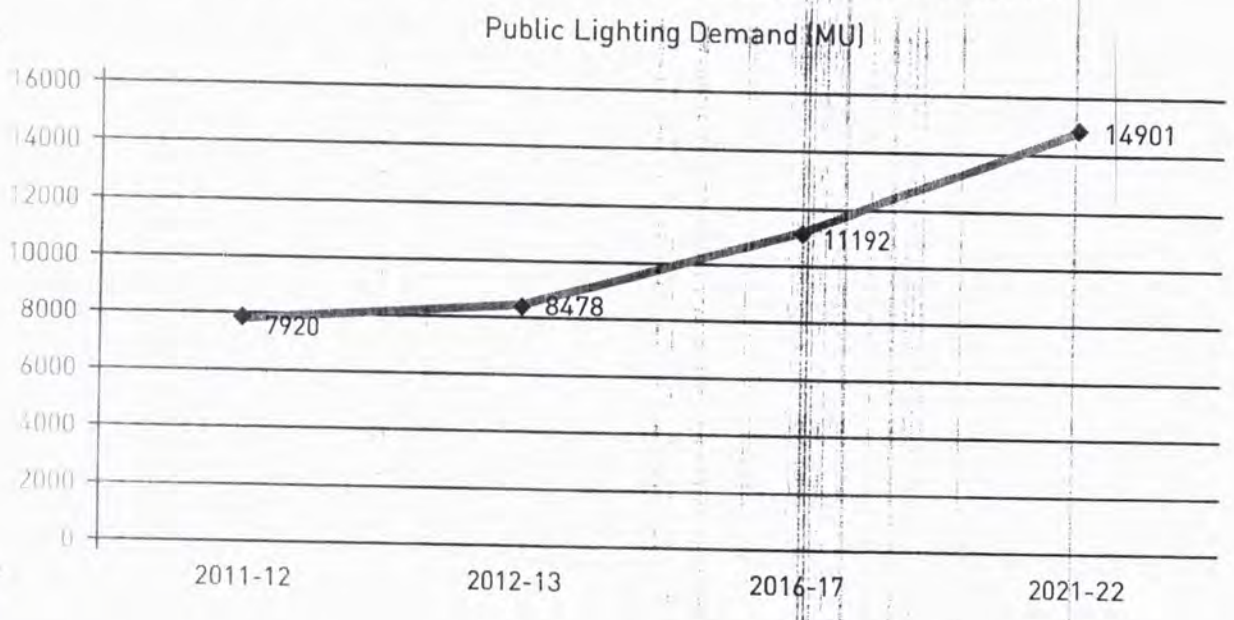
Last updated on 21 S[illegible]

Energy Efficiency Potential and Opportunity in Street Light

1. Background

As per the 18th Electric Power Survey of CEA, the estimated energy consumption in Indian public lighting for with 2009-10 as the base year is about 8478 million KWh in 2012-13. The sector will grow at a CAGR of 7% during the XII and XIII plan periods. The chart below indicates this trend:



Source: 18th EPS, CEA

Street lighting sector thus has a significant potential of energy efficiency and cost savings. These energy savings can be harnessed by:

(i) Reducing the installed capacity of lighting infrastructure by using more efficient products, and
(ii) Optimizing street light operations by switching lights on/off in response to daylight availability

Use of efficient lighting infrastructure could help reduce the energy usage between 25-60%. For instance, retrofitting the entire conventional streetlights with LEDs could result in a potential annual savings of 4300 million KWh - which is about 50% of total energy consumed. In addition, the operational optimization such as use of twilight switching controls, dimming and voltage optimization, could lead to additional energy savings of 15-20%.The total opportunity of energy savings at the national level, can increase from 4300 million KWh to about 5000 million KWh annually. Assuming a power cost of Rs. 5 per KWh, this translates to an annual cost savings of Rs. 2,500 crores.

2. BEE Interventions in Municipal Sector

During the last five-year plan, through detailed energy audits, BEE supported DPR development for 134 municipalities across the country. In addition, the BEE programme helped enhance the understanding of the opportunity among various Municipal Administrations. This enabled MCs to use DPRs and implement projects on ESCO mode at no budgeted investment. The accrued savings were expected to pay for the investments made by the ESCO. However, as indicated in section 5, the efforts of several municipalities to engage an ESCO as an implementing partner were not successful.

At the time of DPR preparation (2008-10), LEDs were disregarded as an alternative, because of high costs and lack of BIS standards. However, in the present scenario, the LED costs have reduced and BIS has issued standards, thus making LEDs as a viable alternative for street lighting applications. EESL thus has revisited the DPRs and has adjusted them to LEDs. The summary of adjustments is as under:

Name & No. of MC	Energy Consumption – MU	Energy Savings MU	Monetary Savings - in Cr	Investment - in Cr	Simple Payback – yrs.	Tariff - Rs./ kWh	No. of lights
Andhra Pradesh (9); Anantapur, Guntur, Hyderabad, Khammam, Kurnool, Mehaboobnagar, Nalgonda, Tirupati, Vishakapatnam	186.03	93.39	59.49	359.97	6.05	6.37	3561 62
Assam (6); Dehikiajuli, Dibrugarh, Jorhat, Rangapara, Rangia, Tinsukiya	1.04	0.47	0.22	1.90	8.63	4.70	437
Bihar (6); Bhaglapur, Danapur, Kahlgar, Munger, Muzaffarpur, Purnia	5.67	2.68	0.67	12.36	18.48	2.50	1119
Chattisgarh (4); Bhilai, Bilaspur, Durg, Raipur	22.28	12.40	3.53	32.43	9.18	2.85	54811
Haryana (9); Ambala, Bhiwani, Faridabad, Fatehabad, Gurgaon, Narnaul, Rohtak, Thanesar, Yamuna Nagar	26.26	13.86	6.86	45.87	6.68	4.95	5415
Himachal Pradesh (4); Dalhousie, Ghumarwin, Kangra, Shimla	1.35	0.72	0.29	2.01	7.00	4.00	5913
Kerala (9); Allappey, Ambalapuzha, Cochin, Kozhikkod, Kottayam, Malappuram, Palakkad, Trichur, Trivanduram	64.51	34.17	10.25	99.30	9.69	3.00	14455

Maharashtra (10); Jalgaon, Kalyan, Nagpur, Nanded, Nasik, Pimpri, Chincwad, Pune, Sangli, Solapur	209.26	102.75	34.94	428.25	12.26	5.00	401303
Madhya Pradesh (13); Bhopal, [illegible]ahanpur, Dewas, Gwalior, Jabal-[illegible], Katni, Khandwa, Ratlam, Rewa, [illegible]agar, Satna, Singroli, Ujjain	72.34	38.94	14.80	120.62	8.15	3.80	401303
Punjab (6); Amritsar, Bhatinda, [illegible]rudaspur, Hoshiyarpur, Ka-purthala, Patiala	3.99	1.88	1.05	8.28	7.91	5.56	116291
Rajasthan (6); Bikaner, Gan-ganagar, Hanumangarh, Jaipur, Jaisalmer, Nathdwara	58.50	29.10	14.26	105.85	7.42	4.90	182117
Uttar Pradesh (11); Aligarh, Alla-habad, Barabanki, Ghaziabad, Jhansi, Kanpur, Luc-know, Meerut, Mirzapur, Sitapur, Varanasi	182.32	98.80	55.33	296.49	5.36	5.60	348332
Uttarakhand (1); Dehradun	9.01	4.01	1.58	21.16	13.36	3.95	23367
West Bengal (17); Aliduarpur, [illegible]nsol, Bhatpara, Cooch Behar, [illegible]jeeling, Durgapur, Haldia, Hoo-[illegible]Chinsurah, Howrah, Jalpaiguri, [illegible]marhati, Kharagpur, Kolkata, Maheshtala, Panihati, Rajpur Sonar-pur, Siliguri	183.96	97.97	52.61	294.40	5.60	5.37	399457
Gujarat - (159);	353.42	180.24	89.22	637.93	7.15	4.95	862000
Total (269)	1,379.94	711.37	345.09	2,466.8	7.15		3,365,223

The table above indicates that in 269 ULBs, there is an opportunity of annually reducing the energy consumption by 711 million KWh, which is about 52% of the current consumption. The savings in terms of recurring costs to ULBs is Rs. 345 crores and the investment required is about Rs. 2500 crores. The simple payback for the investments is a little over 7 years. The other significant highlight that comes out, particularly from the standpoint of aggregation of demand is that there is a potential replacement of 33.65 lakhs streetlights. In case LED is promoted, the aggregated demand will not only [illegible] domestic manufacturing, but will also drive down the costs making the projects more attractive. [illegible] LED technology could provide the most efficient outcome as LEDs will allow highest efficiency [illegible] from retrofits and allow additional energy savings from optimized operational performance.

3. Advantage of using LED in Street Lighting

An energy efficient public lighting system brings very strong positive externalities for society as indicated below:

(i) Reduction in energy consumption and costs: Modern LED based energy efficient lighti systems consume about 45%- 55% less energy than older and inefficient systems that are installed in almost the entire country. The resultant energy savings and the associated monetary savings provide a business model that could be leveraged to get third party financing. The lower running cost is a significant benefit for the State Governments, Discoms and ULBs, particularly for ULBs that are supported by state government budgets. Using third party financing could stimulate faster expansion of the lighting network and would ensure that the benefits of an energy efficient public street lighting system are spread beyond the urban areas.

(ii) Optimizing Operational Performance: LED technology enables optimization of light sources at minimum intensity. It also can be integrated with centralized monitoring and control that turns off lights using a timer or sensor. CMC could help MC save additional two hours of power consumption that may otherwise be required for manual switchin Being directional light sources, LED also help in designs that enhance the quality of ligh output.

(iii) Social benefits: LEDs not only improves safety conditions for vehicular traffc and pedestrians but also improve the safety and security of citizens, especially women.

(iv) Reduced operation and maintenance cost: The life of such lighting systems is longer and requires less maintenance, thus reducing O&M costs.

4. LED Retrofit of Conventional Street Lights

EESL has reviewed the current baseline of the conventional lighting fixtures that are commonly installed on street light posts. They range from ordinary fluorescent lamps of 40 W with electromechanical choke to High Pressure Sodium Vapour (HPSV) lamp laving rated capacity of 400 W. The table below indicates wattage that could provide same level of light output if LED technology is used and highlights their respective savings.

Present lighting system	Approx. equivalent upgrade system (LED/Control)	Potential saving in energy consumption
Fluorescent lamp TL 40W	LED 16W	61%
Sodium vapour 70W	LED 30W	61%
Sodium 150W	LED 60W	63%
Sodium/Metal halide 250W	LED 120W	56%
Sodium 400W	LED 240W	46%
Manual switching	Lighting control management system	10 – 25%

5. Recent Initiatives by States

As a result of BEE interventions and enhanced awareness among Municipalities on reducing energy costs, several states had taken steps to implement energy efficiency in the street light sector through ESCO mode. Many municipalities issued tenders in order to select the ESCO for implementing the projects. However, the actual implementation on the ground did not take place for a variety of reasons, particular related to the problems with baseline and the conditions of the contract. These specific ...ues are elaborated in the following section. The list of unsuccessful cases is at Annexure-I.

6. Barriers and Challenges

EESL analyzed the reasons for non-performance of the ESCO delivery system despite of the cost-benefit and attractiveness. Conditions listed out in the tenders issued were analyzed to understand the reasons for the lack of project implementation. In all the cases, one of the key requirements of the bid was a minimum guarantee of energy and cost savings. While guaranteed or shared saving model is at the heart of ESCO business, its application requires certain pre-conditions to be fully met. The primary need is to have a baseline that is close to actual reality; adequate data on consumption patterns that could normalize the seasonal and other variations; and the equipment installed meet the required ...ndards. If this is not the case, it is extremely difficult to deliver a guaranteed savings unless the pre-project baselines are reset. The practical situation in most municipalities is such that none of the ... conditions were met nor were the baselines. As a result delivery of minimum savings couldn't ... Thus, this increased the risk associated with the project, particularly as the payments were ... contingent to the minimum savings achieved.

7.3.1 **The methodology for demonstration is as follows:**

In the designated area decided by the Municipality street lights on the road will be replaced with LEDs. The following will be undertaken:

(i) Determination of electrical parameter like voltage, power factor, harmonics etc. of the existing fixture in the designated area.

(ii) Determination of lux output at road level as per specified methodology of National Lighting Code (NLC).

(iii) Determination of lumen output of the existing fixture based on manufactures data.

(iv) Replacement of LED fixture matching the lumen output of the existing and/or the lux level at the road.

(v) The data of existing & new LED lights of the designated will be collected. The data will be such that it provides the consumption of electricity by existing fixture & that by LED fixtures. Energy saving will be recorded as the difference between the electricity consumption by existing and LED fixtures in the designated area

7.4 **Determination of Annuity**

The annuity to be paid to EESL will depend upon the following parameters:

(i) Capital cost of interventions.

(ii) Cost of capital of EESL (equity and debt to be invested at a ratio of 30:70).

(iii) Energy savings validated as per the technology demonstration.

(iv) Total savings to the municipality in terms of savings in electricity bill and O&M cost. For recovering energy cost, the current tariffs will be taken. The O&M charges incurred by municipality in the immediately preceding financial year will be taken.

(v) Equity IRR of EESL (post-tax) of 16%.

(vi) Project management charges will be limited to 2-4% of the capital cost of the project. A reasonable escalation to cover inflation will be added, but will be limited to 5% of the annual payments.

The annuity will be calculated based on the aforementioned in a manner that there is a net saving to the municipality due to reduction of electricity cost and O&M charges. The increase in monetary savings due to upward revision of electricity tariff will not be accounted for in the annuity model. This would be additional benefit to municipalities in future.

7.5 **Technical Specifications**

The LED street lights will conform to BIS standards. The minimum technical specifications will be as follows:

(i) Powered by the latest bright LEDs with high efficiency and meeting LM-80 standard

(ii) Average rated life span of 50000 hrs.
(iii) LED efficiency shall be greater than 125 Lumens/watt
(iv) Luminaries efficiency of at least 80 Lumens/watt
(v) Input voltage range 90-300 V
(vi) Power factor > 0.9
(vii) THD < 15%
(viii) Ingress protection as per IP 68
(ix) Operating temperature -5°C to 50°C
(x) Storage temperature -5° to 70°C
(xi) Humidity 10% - 100%
(xii) LEDs shall be operated at a forward current less than 90% of its rated current
(xiii) The LEDs used in the luminaire shall have minimum angle of 120 degree
(xiv) Color rendering index (CRI) of the LEDs shall be greater than 70
(xv) Conform to Photo Biological Safety for the LEDs as per IEC 62471
(xvi) Free replacement warranties of 5 years for technical defects

7.6 Implementation Agreement

After the demonstration of technology and determination of energy savings and annuity payouts, EESL will enter into an implementation agreement that inter-alia covers the following:

(i) For the entire Contract Period the LED Street Lights supplied shall perform to the agreed standards as per LM-80 and L-70 standards as per BIS.
(ii) Warranty to the products supplied under this agreement will be throughout the Contract Period (of BOT) covering any manufacturing defects.
(iii) If the luminary fails to the agreed specification, EESL shall rectify or replace it in terms of warranty at its own cost throughout the Agreement Period –else its payments will be reduced proportionately
(iv) EESL shall handover to Municipality up to 1% of the total quantity of lights in each sector and so as to use these lights as possible replacements for any defects that may arise.
(v) EESL will ensure uptime of lights installed to be above 90% - failure to do so will lead to appropriate reduction in annuity
(vi) EESL will install centralized monitoring and control to optimize operational efficiency.
(vii) EESL shall have no responsibility for demonstrating power savings in the form of periodic power bills.
(viii) The Municipality will pay the annual consideration in respect of the above supplies in every month as per the agreed schedule.

7.7 Payment Security Mechanism

In order to ensure that a robust payment security mechanism is in place, EESL has been working on 2 models:

(i) Bank Guarantee from MC: EESL requires a Bank Guarantee covering the capital cost of the project to secure its investment.

(ii) State Government Guarantee: In case MC is unable to provide the Bank Guarantee, a tripartite implementation Agreement/and or State Government Guarantee is required to secure investment.

In addition to the above, the implementation agreement has provisions for mitigating defaults by having ESCROW arrangements.

7.8 Selection of Implementing Partner

After the above steps are completed, EESL selects an implementing partner through an open competitive bidding process.

8. Comparison between EESL Methodology and shared savings approach

The following is a comparative table of EESL methodology as compared to the current RfPs that ha come in the market:

Issue	Current Methodology (shared-savings)	EESL Methodology
DPR preparation / validation	Very detailed as the entire baseline, including energy consumption of lights and other anomalies need to be clearly ascertained. Normally would take 3-6 months to complete the process.	Only technology demonstration and validation of energy savings in a designated area. The resources and the time for the validation is much less in this case – usually about 1 month.
Technology for retrofit	Open to all technologies like T-5 / induction lighting / energy savers, etc. in addition to LEDs. However, in practice it may result in non-LED retrofits.	Only LEDs are being promoted for their higher efficiencies, long life and low maintenance.
Operation and Maintenance (O&M)	O&M expenses are usually in addition to the energy savings and are to be paid by MC to the successful bidder.	O&M is an integral part of the contract. Thus, MC not only gets the benefit of energy savings, but also of O&M cost savings.

Energy Savings guarantee and share of savings to MC	A minimum energy savings is mandatory in addition to savings share to MC. This may lead to lock in of efficient, though, not the most optimal technology (like installation of energy savers/T-5 etc.).	No minimum savings guarantee due to baseline and data availability challenges. The annual payout is such that there is an overall savings to MC in energy bills and O&M cost.
Revenue Risk	High as the payments are linked to minimum energy savings. In the absence of accurate data and baseline, difficult to achieve.	Low as the payments are not linked to determination of energy and cost savings. Savings are validated ex-ante based on LED technology and built into the annuity that MC pays.
Service Level Agreement (SLA) for performance	Not very well laid out – are subsumed in the energy savings and sharing of savings.	Very detailed SLA for technical performance including warranties for replacement, uptime of lights (>95%).
Centralized Monitoring & Control (CMC) for better operational performance	Not necessarily a requirement as technology choice is left open. CMC may not work with some technologies very efficiently to get operational efficiency through remote switching / dimming etc.	CMC is an integral part of the project. Higher operational efficiencies possible because of centralized switching on and off as well as dimming.
Payment Security	Bank Guarantee and ESCROW	Bank Guarantee / ESCROW / State Government Guarantees

9. Benefits to Municipalities

The methodology provides an overall cost savings to municipalities by reduction of energy cost and maintenance cost. The present energy bill and maintenance cost savings incurred by installations will be sufficient to pay for the annuity for LED installations and lower energy bills after installations. Thus municipalities will be able to get latest technology that has long life and very low maintenance at no additional cost. There is a possibility of achieving savings from the overall cost of the energy bill and maintenance even after paying for the annuity and the revised energy bill. Some of the examples to this effect are tabulated below:

Repair & Maintenance Cost of other Municipalities								
Sl. No.	Municipality	Present Electricity Cost INR in Lacs	Present O & M Cost INR in Lacs	Total (Before LED Retrofit) INR in Lacs	Annuity (Inclusive of O &M) INR in Lacs	Electricity Cost with LEDINR in Lacs	Total (After Project) INR in Lacs	Monetary Savings annual INR Lacs
	Kolkata Municipal Corporation	8,754	1,944	10,697	7,405	2,398	9,802	895
	Sangali Municipal Corporation	596	58	654	432	190	623	32
	Sholapur Municipal Corporation	693	110	803	543	218	762	41
	Nagpur Municipal Corporation	2,053	300	2,353	1,585	590	2,175	177
	Ludhiana Municipal Corporation	3,235	240	3,475	2,273	982	3,255	220
	Faridabad Municipal Corporation	767	37	804	519	253	773	31
	Jabalpur Municipal Corporation	371	63	434	295	107	403	32
	Trichur Municipal Corporation	417	26	443	288	123	411	32
	Hyderabad Municipal Corporation	13,205	163	13,368	8,484	4,001	12,484	883
	Bikaner Municipal Corporation	322	19	341	221	102	323	18

NASHIK MUNICIPAL CORPORATION
ELECTRICAL DEPARTMENT
Street Light Bills from Jan 2017 to Dec 2017

Sr. No.	Month	Amount Rs
1	January 2017	25504832/-
2	February 2017	24336422/-
3	March 2017	23597268/-
4	April 2017	21456010/-
5	May 2017	23028480/-
6	June 2017	19867910/-
7	July 2017	17971450/-
8	August 2017	20500222/-
9	September 2017	18955566/-
10	October 2017	21790496/-
11	November 2017	22425594/-
12	December 2017 **Still not recd bills hence approx bill**	22425594/-
	Total	**261859844/-**

महासभा क्र ७५ दि १०/१/२०१८

जादा विषय

विषय क्र.१३७४-संदर्भ-मा.अति.आयुक्त सा.२ यांचेकडील जा.क्र./नस/भुगयो/८०८ दि.३/१/२०१८ चे पत्र.

नविन नाशिक विभाग प्रभाग क्र.२९ ड मधील भगतसिंग चौक,भगवती चौक व उत्तमनगर परिसरातील विविध ठिकाणच्या अस्तित्वातील तुटफुट झालेल्या मलवाहिका लाईन बदलणे व तदअनुषांगिक कामे करणे या कामाचे प्राकलन र.रु.१९,३७,१०८/-यांस प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३७५-संदर्भ-मा.आयुक्त सा. यांचेकडील जा.क्र./नस/मिळकत/८०९ दि.३/१/२०१८ चे पत्र.

नाशिक मनपा शहरातील शाळामधील रिक्त वर्ग खोल्या अपंगाची शाळा सुरु करणेसाठी उपलब्ध करुन देणे तसेच सदरची शाळा ही नाशिक शहरातील नामांकित सेवाभावी संस्था किंवा एन.जी.ओ. यांच्या कडुन चालविणेस देणेबाबत.

विषय क्र.१३७६-संदर्भ-मा.अति.आयुक्त सा.१ यांचेकडील जा.क्र./नस/बांध/८१० दि.५/१/२०१८ चे पत्र.

पंचवटी विभाग प्रभाग क्र.४ मधील हमालवाडी परिसरात मनपा ओपन स्पेस स.नं.७२/२ मध्ये अंगणवाडी बांधणे या कामाचे प्राकलन र.रु.११,८२,३८६/- यांस प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३७७-संदर्भ-मा.अति.आयुक्त सा.१ यांचेकडील जा.क्र./नस/बांध/८११ दि.५/१/२०१८ चे पत्र.

नाशिक पुर्व विभाग प्रभाग क्र.३० मधील स.नं.८७६/१/१ मनपा ओपनस्पेस मध्ये गोपाळकृष्ण मंदिर आय टी आय कॉलनी ओटया समोरील भागात पेव्हर ब्लॉक बसविणे, गेट बसविणे व कंम्पाऊंड वॉल दुरुस्ती करणे या कामाचे प्राकलन र.रु.७,३७,०७०/- यांस प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३७८-संदर्भ-मा.अति.आयुक्त सा.१ यांचेकडील जा.क्र./नस/विद्युत/८१२ दि.५/१/२०१८ चे पत्र.

पंचवटी विभाग प्रभाग क्र.६ ब मखमलाबाद गावठाण परिसर व मळे परिसरात पथदिप व्यवस्था करणे या कामाचे प्राकलन र.रु.१९,९०,१७९/- यांस प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३७९-संदर्भ-मा.अति.आयुक्त सा.२ यांचेकडील जा.क्र./नस/भुगयो/८१३ दि.५/१/२०१८ चे पत्र.

नाशिक पश्चिम विभाग प्रभाग क्र.१२ मधील सहवासनगर येथे आर आर सी गटार पाईप लाईन टाकणे या कामाचे प्राकलन र.रु.२०,५७,९५२/- यांस प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८०-संदर्भ-मा.आयुक्त सा. यांचेकडील जा.क्र./नस/विदयुत/८१४ दि.८/१/२०१८ चे पत्र.

राज्याचे उर्जा संवर्धन धोरण-२०१७ चे अनुषंगाने नाशिक महानगरपालिका क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणेबाबत.

विषय क्र.१३८१-संदर्भ-मा.आयुक्त सा. यांचेकडील जा.क्र./नस/नगररचना/८१५ दि.८/१/२०१८ चे पत्र.

महानगरपालिका हद्दीतील दाट वस्तीच्या क्षेत्राबाहेर असलेल्या सार्वजनिक रस्त्यांच्या दोन्ही बाजुंच्या संरेषा विहित करणे, अशा खाजगी जागा संपादीत करणे व त्याबाबतची अनुषंगिक कार्यवाही करणेसाठीचे अधिकार आयुक्त,नाशिक महानगरपालिका यांना प्रदान करणेबाबत.

विषय क्र.१३८२-संदर्भ-मा.अति.आयुक्त सा.१ यांचेकडील जा.क्र./नस/बांध/८१६ दि.८/१/२०१८ चे पत्र.

नविन नाशिक विभागातील प्रभाग क्र.२९ मधील साईबाबा चौक येथील खुल्या जागेस चेनलिंक फेसिंगचे कंम्पाऊंड करणे या कामाचे प्राकलन र.रु. ६,०७,१६७/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८३-संदर्भ-मा.अति.आयुक्त सा.१ यांचेकडील जा.क्र./नस/बांध/८१७ दि.८/१/२०१८ चे पत्र.

नविन नाशिक विभागातील प्रभाग क्र.२९ मधील राजरत्न नगर गार्डनच्या संरक्षक भिंतींची दुरुस्तीसह उंची वाढविणे या कामाचे प्राकलन र.रु. १९,६९,४६१/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८४-संदर्भ-मा.अति.आयुक्त सा.१ यांचेकडील जा.क्र./नस/बांध/८१८ दि.८/१/२०१८ चे पत्र.

नविन नाशिक विभागातील प्रभाग क्र.२९ मधील सप्तश्रृंगी चौक येथे व्यायाम शाळा इमारत बांधणे या कामाचे प्राकलन र.रु. १३,३१,५७९/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८५-संदर्भ-मा.अति.आयुक्त सो.१ यांचेकडील जा.क्र./नस/बांध/८१९ दि.८/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२९ मधील शिवतीर्थ चौकास पेव्हर ब्लॉक बसविणे या कामाचे प्राकलन र.रु. १०,८४,०७७/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८६-संदर्भ-मा. ...आयुक्त सो. यांचेकडील जा.क्र./नस/बांध/८२० दि.८/१/२०१८ चे पत्र.
पंचवटी विभाग प्रभाग क्र.४ मधील तुळजा भवानी नगर परिसरात मनपा ओपनस्पेस स.नं.७२/१ (पै) व्यायामशाळा बांधणे या कामाचे प्राकलन र.रु.२८,७५,१५९/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८७-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/आरोग्य/८२१ दि.९/१/२०१८ चे पत्र.
नाशिक महानगरपालिकेत स्वच्छता विषयक कामकाजाकरिता प्रति दिन ७०० मनुष्यबळ/कामगार आऊटसोर्सिंग पध्दतीने मक्तेदारामार्फत नियुक्त करणे याकामी अपेक्षित वार्षिक खर्च र.रु. २०,७९,७७,०००/- यांस प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८८-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/बांध/८२२ दि.९/१/२०१८ चे पत्र.
सातपुर विभाग प्रभाग क्र.२६ चुंचाळे ग.नं.४ ओपनस्पेसमध्ये संत शिरोमणी गोरोबा काका मंदिराशेजारी व्यायामशाळेची (जिम्नॅशियम) इमारत बांधणे या कामाचे प्राकलन र.रु. ३१,७७,३८२/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३८९-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/बांध/८२३ दि.९/१/२०१८ चे पत्र.
नाशिक पुर्व विभाग प्रभाग क्र.१६ मधील डॉ.बाबासाहेब आंबेडकर नगर येथील मातोश्री रमाबाई आंबेडकर सभागृहाच्या परिसरात सुशोभिकरण करणे या कामाचे प्राकलन र.रु. ४३,०६,१३८/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९०-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/बांध/८२४ दि.९/१/२०१८ चे पत्र.
नाशिक पुर्व विभागातील प्रभाग क्र.३० मधील स.नं.१०४/१ श्रध्दा विहार येथील मनपाच्या ओपनस्पेस मध्ये बॅडमिंटन हॉल बांधणे या कामाचे प्राकलन र.रु. ६४,८६,६५९/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९१-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/बांध/८२५ दि.९/१/२०१८ चे पत्र.
नाशिकरोड विभाग प्रभाग क्र.२० मधील श्री कलानगर ओपनस्पेसला चेनलिंक फेसिंग करणे व जॉगिंग ट्रॅक,टेनिस कोर्ट,ग्रीन जीम बसविणे या कामाचे प्राकलन र.रु.६३,५८,५८६/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९२-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/बांध/८२६ दि.९/१/२०१८ चे पत्र.
पंचवटी विभाग प्रभाग क्र.६ मधील हनुमानवाडी येथील रस्त्याचे काँक्रीटीकरण करणे या कामाचे प्राकलन र.रु. ४९,६१,१४२/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९३-संदर्भ-मा.अति.आयुक्त सो.-१ यांचेकडील जा.क्र./नस/बांध/८२७ दि.९/१/२०१८ चे पत्र.
नाशिकरोड विभाग प्रभाग क्र.१८ मधील रामकृष्णनगर येथील कंम्पाऊंड वॉलची दुरुस्ती करणे या कामाचे प्राकलन र.रु. ९,००,६८०/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९४-संदर्भ-मा.अति.आयुक्त सो.-२ यांचेकडील जा.क्र./नस/भुगयो/८२८ दि.९/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२४ (ब) स.नं.९७३ (बडदेनगर) परिसरात मलवाहिका लाईन टाकणे या कामाचे प्राकलन र.रु. ५,६६,८३८/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९५-संदर्भ-मा.अति.आयुक्त सो.-२ यांचेकडील जा.क्र./नस/भुगयो/८२९ दि.९/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२७ (अ) अंबड परिसरातील,कोळीवाडा ते शंकरनगर पावेतो मलवाहिका लाईन टाकणे या कामाचे प्राकलन र.रु. १३,११,६३२/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९६-संदर्भ-मा.अति.आयुक्त सो.-१ यांचेकडील जा.क्र./नस/बांध/८३० दि.९/१/२०१८ चे पत्र.
नाशिक पश्चिम विभाग प्रभाग क्र.१३ मधील रोकडोबा मंदिरामागील व चित्रघंटा मंदिर परिसरातील गटार दुरुस्ती करुन रस्ता कॉंक्रीटीकरण करणे या कामाचे प्राकलन र.रु. १९,८७,६१२/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९७-संदर्भ-मा.अति.आयुक्त सो.-१ यांचेकडील जा.क्र./नस/बांध/८३१ दि.९/१/२०१८ चे पत्र.
नाशिक पश्चिम विभाग प्रभाग क्र. ७ मधील अशोकस्तंभ परिसरातील घारपुरे घाट,रॉकेलगल्ली (आंगणवाडयासमोर) येथील गटार दुरुस्ती करुन कॉंक्रीटीकरण करणे या कामाचे प्राकलन र.रु. ७,३१,८२२/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९८-संदर्भ-मा.अति.आयुक्त सो.-१ यांचेकडील जा.क्र./नस/विदयुत/८३२ दि.९/१/२०१८ चे पत्र.
नविन नाशिक प्रभाग क्र.२४ मधील इंदिरागांधी वसाहत क्र.१ व २ या दलीत वस्तीमध्ये पथदिप पोल व इल.ई.डी.लावणे या कामाचे प्राकलन र.रु.१०,९८,५७९/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१३९९-संदर्भ-मा.अति.आयुक्त सो.-१ यांचेकडील जा.क्र./नस/उदयान/८३३दि.९/१/२०१८ चे पत्र.
सातपुर विभागातील प्रभाग क्र.२६ मधील रामकृष्णनगर उदयानाच्या अस्तित्वात असलेल्या जाळीची उंची वाढविणे व विविध स्थापत्य विषयक कामे करणे या कामाचे प्राकलन र.रु. १०,५३,०६०/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४००-संदर्भ-मा.अति.आयुक्त सो.-१ यांचेकडील जा.क्र./नस/बांध/८३४ दि.९/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२५ मधील हेगडेवार नगर परिसरातील एन ४२/सी १ सेक्टर मधील दुर्गा चौकातील मनपाच्या मोकळया जागेत अंगणवाडी बांधणे या कामाचे प्राकलन र.रु. १३,३१,५७९/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४०१-संदर्भ-मा.अति.आयुक्त सो.-१ यांचेकडील जा.क्र./नस/बांध/८३५ दि.९/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२७ मधील सावरकरनगर,मोरवाडी,चुंचाळे इ.ठिकाणच्या अंगणवाडयांची दुरुस्ती करणे या कामाचे प्राकलन र.रु. ६,१७,१८७/-यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४०२-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/बांध/८३६ दि.९/१/२०१८ चे पत्र.
महावितरण कंपनीच्या विविध योजने अंतर्गत प्रस्तावित उच्चदाब/लघुदाब भुमीगत वाहिन्या उभारणेकामी नागपुर पॅटर्नच्या धर्तीवर सामंजस्य करार करणेस मंजुरी मिळणेबाबत.

विषय क्र.१४०३-संदर्भ-मा..आयुक्त सो. यांचेकडील जा.क्र./नस/आरोग्य/८३७ दि.९/१/२०१८ चे पत्र.
गोदावरी संवर्धन कक्ष आणि आरोग्य विभागासाठी लागणारे हातगाडे खरेदी करणे या कामाचे प्राकलन र.रु. १,००,३५,२५०/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४०४-संदर्भ-मा.अति.आयुक्त सो.(१) यांचेकडील जा.क्र./नस/बांध/८३८ दि.१०/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२५ मधील अभियंतानगर परिसरातील कृष्णा साडी सेंटर ते पद्माकर प्लाझा रस्ता खडीकरण करुन रुंदीकरण करणे या कामाचे प्राकलन र.रु. ८,५०,७७३/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४०५-संदर्भ-मा.अति.आयुक्त सो.(२) यांचेकडील जा.क्र./नस/विविधकर/८३९ दि.१०/१/२०१८ चे पत्र.
नाशिक महानगरपालिका हद्दीतील वाहनतळ फी ची दरवाढ करणेबाबत.

विषय क्र.१४०६-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/बांध/८४० दि.१०/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२९ मधील कार्तिक सेक्टर बी-१ पंडीतनगर मधील खुल्या जागेत अंगणवाडी बांधणे या कामाचे प्राकलन र.रु.१०,७९,४००/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४०७-सदर्भ-मा.आत.आयुक्त सा.(१)याचकडाल जा.क्र./नस/बांध/८४१ दि.१०/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२७ मधील खुल्या जागेत ग्रीन जीम बसविणे या कामाचे प्राकलन र.रु.२०,४८,७९०/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४०८-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/उद्यान/८४२ दि.१०/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२५ मधील स.नं.१०/२ (पै) शिवप्रकाश कॉलनी, कामटवाडे शिवार येथील खुल्या जागेत उद्यान विकसित करणे या कामाचे प्राकलन र.रु.५,३६,०४७/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४०९-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/बांध/८४३ दि.१०/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२८ मधील अंबड शिवारातील गजानन महाराज मंदिर ते जैन कॉलनी पर्यंत पर्जन्य वाहिनी टाकणे या कामाचे प्राकलन र.रु.२४,९४,९४१/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४१०-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/बांध/८४४ दि.१०/१/२०१८ चे पत्र.
नविन नाशिक विभागातील प्रभाग क्र.२५ मधील पाटीलनगर परिसरातील मोरवाडी मलनिस्सारण केंद्राच्या उर्वरीत जागेस संरक्षक भिंत बांधणे या कामाचे प्राकलन र.रु.२२,०५,०४४/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४११-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/बांध/८४५ दि.१०/१/२०१८ चे पत्र.
नाशिक पश्चिम विभागातील प्रभाग क्र.१२ मधील सिध्दार्थनगर येथील बौध्द स्मारकाचे नुतनीकरण करणे (कॅनालच्या जागेत मनपाने १० वर्षापुर्वी बौध्द स्मारकाकरीता पत्र्याचा हॉल बांधलेला आहे) या कामाचे प्राकलन र.रु.१८,०४,७८६/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४१२-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/ख्रतप्रकल्प (या.)/८४६ दि.१०/१/२०१८ चे पत्र.
नाशिक महानगरपालिका क्षेत्रात ई-वेस्ट कलेक्शन सेंटर सुरु करणेबाबत.

विषय क्र.१४१३-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/आरोग्य/८४७ दि.१०/१/२०१८ चे पत्र.
स्वच्छ भारत अभियाना अंतर्गत स्वच्छ सर्व्हेक्षण २०१८ करीता प्रबोधन/जनजागृतीकरीता होणा-या खर्चाबाबत या कामाचे प्राकलन र.रु.१५,००,०००/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४१४-संदर्भ-मा.आयुक्त सो. यांचेकडील जा.क्र./नस/मो.डेपो/८४८ दि.१०/१/२०१८ चे पत्र.
नाशिक मनपाच्या विविध समित्यांचे उपसभापती यांना मनपाकडुन वाहन उपलब्ध करुन देणे ऐवजी वाहन प्रतीपुर्ती भत्ता र.रु.२५,०००/- प्रती महीना देणेबाबत.

विषय क्र.१४१५-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/बांध/८४९ दि.१०/१/२०१८ चे पत्र.
नाशिक पश्चिम विभाग प्रभाग क्र.१२ मधील प्रथमेशनगर, गायकवाडनगर व महेशनगर येथील मनपा ओपनस्पेसमध्ये ग्रीन जीम साहित्य बसविणे या कामाचे प्राकलन र.रु.१५,४६,२२०/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४१६-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/बांध/८५० दि.१०/१/२०१८ चे पत्र.
नाशिक पश्चिम विभाग प्रभाग क्र.१२ मधील गायकवाडनगर नविन मनपा शाळालगत ट्रॅफीक चिल्ड्रन पार्कमधील उर्वरीत जागेत जॉगिंग ट्रॅक विकसति करणे या कामाचे प्राकलन र.रु.२२,५२,६९२/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४१७-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/विद्युत/८५१ दि.१०/१/२०१८ चे पत्र.
नाशिकरोड प्रभाग क्र.१७ मधील गोसावीनगर परिसरात पथदिप सोय करणे या कामाचे प्राकलन र.रु.१८,४१,५९५/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४१८-संदर्भ-मा.अति.आयुक्त सो.(१)यांचेकडील जा.क्र./नस/विद्युत/८५२ दि.१०/१/२०१८ चे पत्र.
नाशिकरोड प्रभाग क्र.१७ मधील कॅनॉलरोड, आम्रपाली झोपडपट्टी व कॅनॉलरोड परिसरात पथदिप सोय करणे या कामाचे प्राकलन र.रु.२२,३७,१९५/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४१९-संदर्भ-मा.अति.आयुक्त सा.(१)यांचेकडील जा.क्र./नस/विद्युत/८५३ दि.१०/१/२०१८ चे पत्र.

नाशिकरोड प्रभाग क्र.१७ मधील भिमनगर, सम्राट चौक व कपिल वास्तुनगर परिसरात पथदिप सोय करणे या कामाचे प्राकलन र.रु.१७,९४,७८४/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२०-संदर्भ-मा.अति.आयुक्त सा.(१)यांचेकडील जा.क्र./नस/विद्युत/८५४ दि.१०/१/२०१८ चे पत्र.

नाशिकरोड प्रभाग क्र.१७ मधील ब्रम्हगिरी सोसा., नालंदा सोसा., कैलासजी सोसा. परिसरात पथदिप सोय करणे या कामाचे प्राकलन र.रु.२४,४२,८८१/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२१-संदर्भ-मा.आयुक्त सा. यांचेकडील जा.क्र./नस/क्रिडा वि./८५५ दि.१०/१/२०१८ चे पत्र.

महापौर चषक क्रिडा स्पर्धा २०१८ अंतर्गत राज्यस्तरीय जिम्नॅस्टीक, कुस्ती तसेच फुटबॉल स्पर्धेचे आयोजन करणे या कामाचे प्राकलन र.रु.१,५०,००,०००/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२२-संदर्भ-मा.आयुक्त सा. यांचेकडील जा.क्र./नस/बांध/८५६ दि.१०/१/२०१८ चे पत्र.

नाशिकरोड विभाग प्रभाग क्र. २० ड मधील जेलरोड मनपा शाळा क्र.१११, ११३ व विद्यानिकेतन शाळा क्र.०७ या इमारतीची रंगरंगोटी व दुरुस्ती करणे या कामाचे प्राकलन र.रु.७४,०१,३५२/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२३-संदर्भ-मा.अति.आयुक्त सा.(१) यांचेकडील जा.क्र./नस/बांध/८५७ दि.१०/१/२०१८ चे पत्र.

नविन नाशिक विभागातील श्री स्वामी समर्थ हॉस्पिटल मोरवाडी सिडको, प्राथमिक आरोग्य केंद्र दवाखाना शिवाजीचौक व पिंपळगांव खांब दवाखाना यांची देखभाल व दुरुस्ती करणे या कामाचे प्राकलन र.रु.१४,९९,५६०/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२४-संदर्भ-मा.अति.आयुक्त सा.(१) यांचेकडील जा.क्र./नस/बांध/८५८ दि.१०/१/२०१८ चे पत्र.

पंचवटी विभाग प्रभाग क्र.४ मधील विविध ठिकाणी दिशादर्शक/माहितीदर्शक फलक बसविणे या कामाचे प्राकलन र.रु.२१,२९,५९०/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२५-संदर्भ-मा.अति.आयुक्त सा.(२) यांचेकडील जा.क्र./नस/भुगयो/८५९ दि.१०/१/२०१८ चे पत्र.

सातपुर विभागातील प्रभाग क्र.९ मधील विविध ठिकाणी आर.सी.सी.पाईप गटार लाईन टाकणे या कामाचे प्राकलन र.रु.१०,२५,०८०/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२६-संदर्भ-मा.अति.आयुक्त सा.(२) यांचेकडील जा.क्र./नस/पापु/८६० दि.१०/१/२०१८ चे पत्र.

नाशिक पूर्व प्रभाग क्र.३० मधील वडाळा गांव येथील महेबुबनगर, सादीकनगर करीता मनपाची पाईपलाईन वापरुन ३०० मी.मी.व्यासार्ची पाईप लाईन टाकणे व क्रॉस कनेक्शन करणे व व्हॉल्व बसविणे या कामाचे प्राकलन र.रु.१८,२३,४३३/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२७-संदर्भ-मा.अति.आयुक्त सा.(२) यांचेकडील जा.क्र./नस/पापु/८६१ दि.१०/१/२०१८ चे पत्र.

नाशिक पूर्व प्रभाग क्र.३० मधील वडाळा गांव येथील पांढरीआई चौक ते मांगीरबाबा चौक दरम्यान ३० मीटर रुंद विकास योजनेतील रस्त्याच्या मध्यात असलेली ३५० मीमी व्यासाची जलवाहिनी काढुन रस्त्याच्या कडेने ३०० मीमी व्यासार्ची पाईप लाईन टाकणे,क्रॉस कनेक्शन करणे,व्हॉल्व बसविणे या कामाचे प्राकलन र.रु.१८,०३,६८८/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२८-संदर्भ-मा.अति.आयुक्त सा.(२) यांचेकडील जा.क्र./नस/पापु/८६२ दि.१०/१/२०१८ चे पत्र.

नाशिकरोड विभाग क्र.१७ मधील मागासवर्गीय असलेल्या आम्रपाली नगर येथे नवीन १०० मीमी व्यासार्ची पाईप लाईन टाकणे या कामाचे प्राकलन र.रु.५,४५,५९६/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विषय क्र.१४२९-संदर्भ-मा.अति.आयुक्त सा.(२) यांचेकडील जा.क्र./नस/पापु/८६३ दि.१०/१/२०१८ चे पत्र.

नवीन नाशिक विभागातील प्रभाग क्र.२५ मध्ये कालभैरवनगर,त्रिमुर्तीचौक भागात पाईप लाईन टाकणे व क्रॉस कनेक्शन करणे या कामाचे प्राकलन र.रु.१२,३३,८७६/- यास प्रशासकीय मंजुरी मिळणेबाबत.

विद्युत/लेखा /17

मुख्य लेखापरिक्षक यांचे कार्यालय
नाशिक महानगरपालिका नाशिक.
जा.क्र.मुलेप/वशि/डेस्क-6/408 /17
दिनांक :- 29/9 /2017.

प्रति
कार्यकारी अभियंता (वि.)
नाशिक महानगरपालिका नाशिक.

विषय :- पथदिपांकरीता बसविण्यात येणारे एलईडी फिटींग बाबत.
संदर्भ :- 1) शासन परिपत्रक क्रमांक 2015/प्र.क्र.191/नवि-20 मुंबई 22, दिनांक 1 जानेवारी 2016.
2) शासन निर्णय क्रमांक अपाऊ-2015/प्र.क्र. 378/उर्जा-7, मंत्रालय मुंबई-32 दिनांक 22 जुन 2017.

विद्युत विभागाकडून सर्वसाधारणपणे पुढील प्रस्ताव प्राप्त झाले आहेत.

1) विविध विभागात सोडियम दिवे ऐवजी एलईडी फिटींग लावणे.
2) जॉगींग ट्रॅकवर पथदिप सोय करणे.
3) ऑक्टोगोनाल पोल उभारणी करून पथदिप सोय करणे.
4) विविध प्रभागात नविन पथदिप पोल उभारून प्रकाश व्यवस्था करणे/तसेच जुने जिर्ण झालेले पोल बदलणे
5) पॅनल दुरूस्ती व देखभाली बाबत.
6) पथदिप देखभाल दुरूस्ती करीता 45/48 वॅट एलईडी फिटींग खरेदी बाबत/चोक/केबल/इग्नायटर, कॉक्ट्रॅक्ट खरेदी करले जातात.

विद्युत विभागामार्फत वरील प्रमाणे प्रस्ताव वेळोवेळी सदस्यांच्या मागणीनुसार प्राधान्यक्रमातुन शिफारस असल्याने कार्यकारी खाते प्रत्यक्ष पाहणी करून कामाची निकड विचारात घेऊन प्रभागाचे प्राकलन मंजूरीसाठी सादर करीत असतात. यात बहुतांशी एलईडी फिटींगचे बरेच प्रस्ताव विभागाचे सदस्य यांचे मागणीनुसार व शासन निर्णय दि. 1/01/2016 चा संदर्भ देऊन विभागाकडुन प्रस्ताव सादर केले जात आहेत. या एलईडी बाबत शासनाचे उर्जा धोरण संदर्भ 2 अन्वये निर्गमीत झाले आहे याकडे आपले लक्ष वेधण्यात येत आहे. त्याअन्वये आपले प्रस्तवांबाबत विचार करता येऊ शकेल किंवा कसे याबाबत धोरण ठरविणे आवश्यक आहे.

एलईडी बाबत विभागाने संपूर्ण प्रभागातील प्रस्तावांचा एकत्रित आढावा घेऊन राज्याचे उर्जासंवर्धन धोरण सन 2017 शासन निर्णय उद्योग, उर्जा व कामगार विभाग दि. 22 जुन 2017 अन्वये नमुद केलेल्या तरतुदीनुसार राबाविता येईल काय ? यामुळे प्रकरणनिहाय प्रशासकीय मंजूरी घेणे/ एकत्रित प्रस्ताव सादर करणे, निविदा प्रक्रीया करणे/ मनपा निधीतुन खर्च करणे ऐवजी उर्जा धोरणानुसार निधी उपलब्ध होणे बाबत काय कार्यवाही करता येईल याचा विचार करणे आवश्यक आहे.

लेखा विभागाकडून 14 सप्टेंबर 2017 पावेतो प्राप्त यादीनुसार जवळपास 41 कोटी रक्कमे पावेतो प्रस्ताव सादर केल्याचे दिसुन येते. काही प्रस्तावाच्या नोंदी लेखा विभागाकडे दोन वेळा झाल्याचे दिसुन येते. याबाबत विभागाने ताळमेळ घेऊन खात्री करणे आवश्यक आहे.

तसेच 6 सप्टेंबर 2017 रोजी महाराष्ट्र शासन सार्व. बांधकाम (विद्युत विभाग) यांचा नविन सी.एस.आर. सन 2017-18 करीता प्राप्त झाला असुन त्यामध्ये एलईडी फिटींग दर पुर्वीच्या दरापेक्षा 35.1% ते 40% पावेतो कमी झाल्याचे दिसुन येते. याबाबत विभागाने यापूर्वी जुने प्राकलनास मंजुरी दिलेली असुन हल्ली प्राकलन, निविदा प्रक्रिया/वर्क ऑर्डर न झालेल्या प्रस्तावातील

विद्युत विभाग
आवक नं. 1434
दिनांक 29/9/2017

दराबाबत फेर आढावा घेणे. तसेच जुने दर व नविन दराची तुलना करून प्रस्ताव सादर करणे बाबत विभागाने दक्षता घेणे आवश्यक असुन त्याबाबत फेर आढावा घेणे बाबत दक्षता घ्यावी.

विभागाकडून जुने सोडियम फिटींग बदलून नविन एलईडी फिटींग बसविणे बाबत प्रस्ताव सादर केले असुन त्यावरील जुन्या फिटींग ह्या खराब झाल्या असुन त्या वापरा योग्य नसले बाबत विभाग प्राकलनात नमुद करीत आहेत. त्यानुसार विभागाने याबाबत तांत्रिकते बाबत आढावा घेऊन त्यांचा पुर्नवापर करणे शक्य असल्यास त्याचा पुर्नवापर करणे बाबत विभागाने दक्षता घ्यावी. तसचे मनपा भांडारामध्ये सर्व जुन्या फिटींग जमा बाबतनोंदी घेऊन विल्हेवाटी बाबत तांत्रिक तपासणी करून त्यानुसार त्याची विल्हेवाट लावणे बाबत विभागाने दक्षता घ्यावी. सदरची सामुग्री निरूपयोगी असल्यास निर्लेखीत करावी, व विनावापर असल्यास त्याचा वापर करणेबाबत विभागाने दक्षता घ्यावी. तसेच विभागाने या प्रस्तावांमुळे विद्युत देयकातील विजेचा वापर व अनुषंगीक बचत याबाबतही अभिलेखे ठेवणे आवश्यक आहे.

विभागाने पथदिप दुरूस्ती बाबत एलईडी फिटींग/बल्ब/TS फिटींग/पोल/ इतर आवश्यक साहित्य खरेदी करीत असते. सदर साहित्य वापराविना मनपा स्टोअरमध्ये राहणार नाही व आवश्यकतेनुसार विभागाने खरेदी बाबत दक्षता घेणे आवश्यक आहे.

भांडाराचे नोंदवह्या अद्यावत ठेवाव्यात. प्रत्यक्ष त्याची पडताळणी पूर्ण करून घ्यावी, वापरातील साठा, विनावापर परंतु आवश्यक साठा, सुस्थितीत परंतु विनावापर साठा व निरूपयोगी साठा या प्रमाणे भांडारातील सामुग्री बाबत अभिलेखे सुस्थितीत ठेवावेत.

मुख्य लेखापरिक्षक
नाशिक महानगरपालिका, नाशिक.

मुख्य लेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा.क्र./मुलेप/वशि/ डेस्क-८/ ६१७ /2018,
दिनांक:- १७ /01/2018.

प्रति,
कार्यकारी अभियंता,
विद्युत विभाग,
नाशिक महानगरपालिका,नाशिक

विषय :- महासभा क्र.15 विषय क्र. 1380 10/01/2018 अन्वये प्रशासकिय मान्यतेसाठी सभागृह आलेल्या प्रस्तावा बाबत.

संदर्भ :- 1) मा. श्री. सुधाकर भिका बडगुजर मा. विरोधी पक्षनेते यांचे दिनांक 15/01/2018 रोजीचे पत्र.

2) शासन निर्णय क्र. संकिर्ण 2017/प्र.क्र.183/नवि.20 मंत्रालय, मुंबई 32 दि. 12 जानेवारी 2018

विषयांकीत प्रकरणी मा. श्री. सुधाकर भिका बडगुजर नगरसेवक यांचे पत्रातील उपस्थित मुद्यांबाबत उचित कार्यवाहीसाठी आपणाकडे अग्रेषीत करणेत येत आहे.विशेषत: MIC कंपनीशी केलेल्या करारनाम्यातील अटी व शर्ती, बँक गॉरंटी इ. विषयक बाबीन बाबत खात्री व्हावी. तसेच शासन निर्णय क्र. संकिर्ण 2017/प्र.क्र.183/नवि.20 मंत्रालय , मुंबई 32 दि. 12 जानेवारी 2018 कडेही आपले लक्ष वेधण्यात येत आहे.

सोबत :- विषयांकीत पत्राची छायांकित प्रत संलग्न केलेली आहे.

मुख्य लेखापरिक्षक,
नाशिक महानगरपालिका नाशिक

प्रत :- माहितीस्तव रवाना.
मा. श्री. सुधाकर भिका बडगुजर
मा. विरोधी पक्षनेते, नगरसेवक
नाशिक महानगरपालिका नाशिक

विद्युत विभाग
आवक नं. ५५
दिनांक १५/१/२०१८

नागरी स्थानिक स्वराज्य संस्थांनी एलईडी पथदिव्यांसाठी वैशिष्टयपूर्ण योजना किंवा अन्य योजनेतून खर्च न करण्याबाबत

महाराष्ट्र शासन
नगर विकास विभाग
शासन निर्णय क्रमांक संकीर्ण-२०१७/प्र.क्र.१८३/नवि-२०
मंत्रालय, मुंबई ३२
दिनांक:- १२ जानेवारी, २०१८

संदर्भ :-

शासन निर्णय उद्योग उर्जा व कामगार विभाग क्रमांक अपाऊ-२०१५/ प्र.क्र. ३७८/ उर्जा-७, दिनांक २२ जून, २०१७

प्रस्तावना

राज्य शासनाचे उर्जा संवर्धन धोरण उपरोक्त दिनांक २२ जून, २०१७ च्या शासन निर्णयान्वये विहित केले आहे. या धोरणानुसार पथदिवे बसविताना फक्त एलईडी पथदिवे बसविणे बंधनकारक केले आहे. तसेच, सर्व नागरी स्थानिक स्वराज्य संस्थांच्या क्षेत्रात ईईएसएलच्या माध्यमातून एस्को तत्वावर एलईडी पथदिवे बसविण्यासाठी करारनामा करण्याचा शासनाने निर्णय घेतेला आहे. या परिस्थितीत पथदिव्यांसाठी वैशिष्टयपूर्ण योजना किंवा अन्य योजनेतून भांडवली खर्च करण्यास प्रतिबंध करण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय

उर्जा विभागाच्या उपरोक्त संदर्भाकित शासन निर्णयान्वये सर्व नागरी स्वराज्य संस्थांनी पथदिवे बसविताना फक्त एलईडी दिवे बसविण्याच्या सूचना दिल्या आहेत. त्यानुषंगाने, सर्व नागरी स्वराज्य संस्थानी पथदिव्यांसाठी फक्त एलईडी दिवे बसविणे त्यांच्यावर बंधनकारक राहील.

२. त्याप्रमाणे, राज्याच्या उर्जा धोरणास अनुसरून, राज्यातील सर्व नागरी स्वराज्य संस्थांच्या क्षेत्रातील रस्त्यांवरील प्रकाश व्यवस्थेकरीता (पथदिवे) एलईडी दिव्यांचा वापर करून उर्जा संवर्धन करण्यासाठी ईईएसएल (EESL) या केंद्रशासनाच्या सार्वजनिक उपक्रमाशी करारनामा (MoU) करण्याचा निर्णय शासनाने घेतेला आहे.

३. या पार्श्वभूमीवर ज्या नागरी स्थानिक स्वराज्य संस्थांना यापूर्वी पथदिव्यांसाठी एलईडी दिवे बसविण्यासाठी वैशिष्ट्यपूर्ण योजना किंवा अन्य योजनेतून राज्य शासनाने निधी मंजूर करण्यात केला असेल, मात्र, या शासन निर्णयाच्या दिनांकापर्यंत (दिनांक १२.०१.२०१८ पर्यंत) कार्यादेश देण्यात आले नसतील अशा निधीतून या एलईडी दिवे बसविण्याच्या प्रयोजनासाठी यापुढे कोणताही खर्च करण्यात येऊ नये. अशा निधीतून हाती घ्यावयाच्या सुधारीत कामांचा प्रस्ताव शासनाकडे सादर करण्यात यावा व त्यावरील शासनाच्या निर्णयांनतरच पुढील कार्यवाही करण्यात यावी.

४. यानुसार एलईडी दिव्यांसाठी खर्च करण्यास प्रतिबंध करण्याबाबतच्या सदर आदेशांची कोटेकोर अंमलबजावणी करण्याची जबाबदारी संबंधित महानगरपालिका आयुक्त/ मुख्याधिकारी, नगरपरिषद/नगरपंचायत यांची राहील.

५. हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०१८०११२१३२३२७२९२५ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

Pandurang Jotiba Jadhav

Digitally signed by Pandurang Jotiba Jadhav
DN: c=IN, o=Government Of Maharashtra, ou=Development Department, postalCode=400032, st=Maharashtra, 2.5.4.20=300d785e12fdc19db0612f1ffdf83e54efe7..., bc63d1bdf8e09b3c7eece65, cn=Pandurang Jotiba Jadhav
Date: 2018.01.12 17:59:06 +05'30'

(पां. जो. जाधव)

सह सचिव, महाराष्ट्र शासन

प्रत :-

१. मा. मुख्यमंत्री यांचे प्रधान सचिव
२. मा. मुख्यमंत्री यांचे सचिव
३. मा. राज्यमंत्री (नगर विकास) यांचे खाजगी सचिव
४. मा. मुख्य सचिव, मंत्रालय, मुंबई.
५. अपर मुख्य सचिव, वित्त विभाग मंत्रालय, मुंबई.
६. प्रधान सचिव नगर विकास विभाग (२) यांचे स्वीय सहायक, मंत्रालय, मुंबई.
७. आयुक्त तथा संचालक, नगरपरिषद प्रशासन संचालनालय, वरळी, मुंबई.
८. कार्यकारी संचालक, महाराष्ट्र नागरी विकास अभियान संचालनालय, मुंबई
९. सर्व विभागीय आयुक्त
१०. सर्व जिल्हाधिकारी
११. आयुक्त, सर्व महानगरपालिका
१२. मुख्याधिकारी, सर्व नगरपरिषदा
१३. मुख्याधिकारी, सर्व संबंधित नगरपंचायती
२०. कार्यासन नवि-३३ / कार्यासन नवि-१६ / कार्यासन नवि-०४ नगर विकास विभाग
२१. निवडनस्ती, (नवि-२०)

नगरसचिव कार्यालय

नाशिक महानगरपालिका, नाशिक

महानगरपालिका महासभा ठराव

सभा क्र. : ९५

विषय क्र. : ९३८०

ठराव क्र. : ९३८० दिनांक १० /०१/२०१८

संदर्भ-मा.आयुक्त सा॰ यांचेकडील जा.क्र./नस/विदयुत/८१४ दि.८/१/२०१८ चे पत्र.

१) मा.शासन परिपत्रक क्रमांक विसआ-२०१५/प्रक्र१९१/नवि-२० दि.०१ जानेवारी २०१६.

२) शासन निर्णय क्र.अपाऊ-२०१५/प्रक्र३७८/ऊर्जा-७ दि.२२ जून २०१७.

राज्याचे उर्जा संवर्धन धोरण- २०१७ अंतर्गत विज व उर्जा बचत अनिवार्य आहे. महानगरपालिका अधिनियमा अन्वये नागरीकांसाठी पथदिप व्यवस्था करणे हे मनपाचे प्राथमीक कर्तव्य आहे. संदर्भान्वये महाउर्जाने केलेल्या उर्जा परिक्षणानुसार उर्जा संवर्धनासाठी पथदिवे क्षेत्रात २०% वाव असल्याचे निदर्शनास आणले आहे व एल.ई.डी. सारख्या तंत्रज्ञानाच्या वापराबाबत ESCO तत्वावर उर्जा बचतीबाबत निर्देश दिलेले आहेत.

नाशिक महानगरपालिका स्मार्ट सिटी डेव्हलपमेंट कार्पोरेशन लि. अंतर्गत एरिया बेस डेव्हलपमेंट (Area Base Development) परीसरामध्ये साधारण ३५०० फिटींग्ज असल्याने स्मार्ट लाईटींग लावणेचा प्रस्ताव विचाराधीन आहे. नाशिक शहराच्या सद्यस्थितीत कार्यरत असलेल्या ८६९८० पथदिपांपैकी ३५०० पथदिपच एरिया बेस डेव्हलपमेंट एरीया क्षेत्रात स्मार्ट लाईटींगमध्ये अंतर्भुत होतात. यामुळे मनपा क्षेत्रातील इतर भाग वंचीत रहाणार असलेने सदरचा प्रकल्प स्मार्ट सिटी डेव्हलपमेंट कार्पोरेशन लि. मार्फत छोटयाशा क्षेत्रावर राबविणेपेक्षा संपुर्ण मनपा क्षेत्रात त्याची अंमलबजावणी करून विद्युत बचत करणेबाबत मा.आयुक्त व मा.मुख्य कार्यकारी अधिकारी स्मार्ट सिटी यांनी सुचीत केलेने सदरचा प्रकल्प, त्याची अर्हता व तांत्रीकता तपासलेबाबतचा अहवाल स्मार्ट सिटी सल्लागाराकडून प्राप्त झाल्याने, सदरचा प्रकल्प मनपा मार्फत राबविणेबाबत प्रस्तावीत केले आहे. या स्मार्ट सिटी सल्लागाराच्या अहवालान्वये यापुढेही त्यांच्या तांत्रीक मार्गदर्शनान्वये विषयांकीत काम मनपा मार्फत प्रस्तावीत केले आहे.

या प्रकल्पा अंतर्गत अस्तित्वातील सोडीयम / टी-५ फिटींग्ज काढून त्या ठिकाणी स्मार्ट लाईटस् लावणेत येतील. सद्यस्थितीत नाशिक मनपा क्षेत्रात एकूण ७५,४५५ सोडीअम व टि-५ फिटींग्ज लावणेत आलेल्या आहेत, तसेच ११,५२५ एल.ई.डी. फिटींग्ज अशा एकूण ८६,९८० फिटींग्ज लावणेत आलेल्या आहेत. त्याचप्रमाणे मा.सदस्याचे मागणीनुसार (स्वेच्छा निधी व इतर) विकास कामांतर्गत र.रु.७.२९ कोटी रकमेच्या एकूण १२६०२ एल.ई.डी. फिटींग बसविणेचे कामास मान्यता मिळाली असल्याने सदर फिटींग बसविणेच्या निविदा काढणेत आलेल्या आहेत. त्यापैकी बहुतांश कामांचे निविदा दर मंजूरीच्या स्तरावर आहेत. सदर बाबत धोरणात्मक निर्णय होणे आवश्यक आहे.

स्मार्ट लाईटस् लावतांना त्यामध्ये ग्रुप डिमींग करुन अस्तित्वातील कंट्रोल पॅनेल बदलावयाचे आहेत. सद्यस्थितीत पथदीपांचे केबल, वायर्स सुस्थितीत असलेने ते बदलणेची गरज नाही. तथापी भविष्यात केबल, वायर्स खराब झालेस एजंन्सीला ते बदलावे लागेल व त्याची देखभाल व दुरुस्ती करावी लागेल. सध्या अस्तित्वात असलेल्या सर्व प्रकारच्या फिटींग (पारंपारीक व नव्याने लावलेले एल.ई.डी. फिटींग) एजन्सीने घ्यावयाच्या असून त्यानुसार एजन्सीने दर भरणे आवश्यक राहील या अनुषंगाने मा.महासभेने निर्णय घ्यावयाचे आहे.

स्मार्ट लाईटिंग करतांना स्मार्ट कंट्रोल पॅनलचा वापर केला जाईल. तसेच सदरील स्मार्ट लाईटिंगपैकी काही भाग अथवा लाईटस् काही तांत्रिक कारणास्तव बंद पडल्यास त्याचे मॉनिटरींग होणार

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आवक नं. 35
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आहे. स्मार्ट सिटी अंतर्गत पंचवटी विभागीय कार्यालय येथे कमांड कंट्रोल सेंटर उभारणेत येत आहे. तेथे कर्मचारी तैनात राहतील व बंद पडलेले स्मार्ट कंट्रोल पॅनल अथवा स्मार्ट लाईट लगेच दृष्टीपथात येवून त्याबाबतची दुरुस्तीची कारवाई तातडीने करता येईल असे या प्रकल्पात अंतर्भुत रहाणार आहे.

सद्यस्थितीत मनपा विद्युत विभागाकडे पुरेसे मनुष्यबळ नसल्याने सदरच्या प्रकल्पा अंतर्गत यशस्वीरित्या स्मार्ट लाईट देखभाल दुरुस्ती एजन्सीमार्फत करणेत येणार असल्याने मनपास कुठल्याही प्रकारची अर्थिक गुंतवणूक न करता संपूर्ण मनपा क्षेत्रातील पथदिप स्मार्ट लाईटींग मध्ये रुपांतरीत होतील. तसेच सदर प्रकल्प अंतर्गत स्मार्ट कंट्रोल पॅनल पासून ते स्मार्ट लायटिंग पर्यंत केबल, वायर, फ्युजेस, एमसीबी इत्यादी सर्व बाबींची देखभाल व दुरुस्ती एजन्सीमार्फत करणेत येईल.

स्मार्ट लायटिंग करतांना काम करणारी एजन्सी ही स्वखर्चाने मनपा क्षेत्रांत स्मार्ट लायटिंग करेल. सद्यस्थितीतील मनपास पथदिपांसाठी येणारे म.रा.वि.वि.कंपनीचे दरमहाचे वीज बिल मनपाने ESCRO खात्यात जमा करुन ते एजन्सी म.रा.वि.वि. कंपनीस अदा करेल.

यापूर्वी नाशिक शहरात एल.ई.डी. फिटींग बसविणेचे काम मे.एम.आय.सी. कंपनीस देणेत आले होते. सदर कामापोटी मक्तेदारास बँक गॅरंटी र.रु.४० कोटी + र.रु.२० कोटी + र.रु.२० कोटी असे एकूण र.रु.८० कोटींची बॅक गॅरंटी मनपा मार्फत देणेत आलेली आहे. मक्तेदारास निविदा व करारनाम्यातील अटीशर्तीनुसार एल.ई.डी. फिटींगचा उजेड देणेबाबत व आवश्यक त्या तपासण्या करुन देणेबाबत विचारणा केली असता मक्तेदाराने केवळ ३५० फिटींग लावलेल्या असून उर्वरित काम न करता करारनाम्यातील अटीशर्तीनुसार टर्मिनेशनची नोटीस मनपास दिलेली आहे. सदर कामाची वर्क ऑर्डर, करारनामा, अटीशर्ती याबाबतची संपूर्ण माहिती व त्यांच्या छायांकित प्रती विधी विभागास तसेच मनपा कायदेसल्लागार नाशिक जिल्हा न्यायालय व मुंबई हायकोर्ट यांना देण्यात आलेल्या आहेत.

एम.आय.सी. कंपनीने मनपास टर्मिनेशनची नोटीस दिलेली असल्याने, मनपा मार्फत देणेत आलेल्या बँक गॅरंटीचे रोखीकरण होऊ नये या करिता तत्कालीन मा.आयुक्त यांनी आदेशीत केलेनुसार मे.एम.आय.सी. कंपनी/ ई.ई.एस.एल कंपनी/बँक ऑफ महाराष्ट्र यांना प्रतिवादी करुन मा.जिल्हा न्यायालयात दोन दावे दाखल करणेत आले आहेत. त्यापैकी एका दाव्यात मा. न्यायालयाने बँक गॅरंटीचे रोखीकरण करु नये या करिता स्थगिती आदेश दिलेला आहे.

एम.आय.सी. कंपनीस यापूर्वी दिलेल्या कामाबाबत मा.विधी विभाग प्रमुख व मनपा कायदेसल्लागार (जिल्हा न्यायालय नाशिक) यांचेकडे अभिप्राय मागविला असता त्यांनी एल.ई.डी. बाबतचे मा.न्यायालयीन प्रक्रियेबाबतचे अभिप्राय मनपाचे जिल्हा न्यायालयातील कायदा सल्लागार ॲड. श्री.आर.पी. पगार यांनी खालील प्रमाणे दिले आहेत.

Persued the file the Corporation filed Arbitration proceeding and saught the Injunction order from the District court Nashik not to encash the Bank Guarantees.

Secondly M.I.C.has terminated the earlier contract by giving notice dt.20/05/2015 in regard to agreement dt.[illegible]-Feb-2013 as per the condition at set out in the agreement itself.

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नगरसचिव कार्यालय

नाशिक महानगरपालिका, नाशिक

महानगरपालिका महासभा ठराव

सभा क्र. : १५

विषय क्र. : १३८०

ठराव क्र. : १३८० दिनांक १० /०१ /२०१८

Thirdly the arbitration has not initiated by the parties to the agreement now at this junction the provision has been made by the standing committee in regard to the fittings of LED.

If the proposal of the standing is considered. the tender of the fittings of the LED can be considred by issuing a tender a fresh. Hence opinion.

वरिल अभिप्रायाचे अवलोकन करता, विधी विभागाने निविदा प्रक्रिया राबविणेबाबत स्वयंस्पष्टपणे नमुद केलेले आहे. विद्युत व्यवस्था, त्यात सुधारणा करणे ही दैनंदिन नित्यसेवेची आवश्यक बाब आहे. ही सुविधा थांबविणे, खंडीत ठेवणे योग्य होणार नाही. सदर बाबीस निविदा प्रक्रिसेस कोणतीही अडचण अथवा स्टे वगैरे नाही त्याचप्रमाणे मा.उच्च न्यायालयातील सदर मक्तेदार यांनी सादर केलेला दावा ॲडमिशन स्टेजचे वेळीच डिसमिस केलेला आहे असा अभिप्राय नस्तीवर दिलेला आहे.

स्मार्ट स्ट्रिट लाईटींग केल्याने Energy consumption कमी होणार आहे. तसेच विज बिलात बचत होऊन मेटेनन्स कॉस्ट पूर्णपणे कमी होणार आहे. सदर प्रोजेक्ट मध्ये साधारण ४५.२ टक्के एनर्जी सेव्हिंग अपेक्षीत आहे. यानुसार बचत झालेल्या विज बिलापोटीच्या रक्कमेचा काही भाग मक्तेदारास राहील व काही भाग मनपास राहील. यामध्ये मनपाची कुठलीही अर्थिक गुंतवणूक होणार नाही.

यापुर्वी प्रशासकीय मान्यता मिळालेल्या साधारणत: ४ कोटी रकमेच्या लावणेत आलेल्या एल.ई.डी फिटींग्ज् एजन्सीकडे हस्तांतरीत करणे व सद्यस्थितीत निविदा प्रक्रीयेमध्ये असलेल्या साधारणत: ७.२५ कोटी रकमेच्या वर्क ऑर्डर सुधारीत करणे, बदलणे, रद्द करणे बाबत निर्णय होणे आवश्यक आहे.

नाशिक मनपा मार्फत शहरात स्मार्ट लाईटींग करणे या कामाची नव्याने निविदा प्रक्रीया राबविणेबाबत विधी विभागाचे सकारात्मक अभिप्राय आहेत. यास्तव -

१) राज्याच्या उर्जा संवर्धन धोरणाअंतर्गत मा.शासनाने नियुक्त केलेल्या ई.ई.एस.एल. कंपनी यांचे मार्फत उपरोक्त प्रकल्प राबवावयाचे झाल्यास मे.ई.ई.एस.एल. कंपनीस प्रकल्पाच्या एकूण खर्चाच्या २ ते ४% Project management charges म्हणून मनपास अदा करावे लागतील.

किंवा

२) नाशिक महानगरपालिकेमार्फत जाहीर-ई निविदा मागवून (मनपा स्मार्ट सिटी प्रकल्प सल्लागार यांचे मार्गदर्शनानुसार) अहवालाप्रमाणे ESCO MODEL नुसार खात्याव्दारे कार्यान्वित करणे.

वरील सर्व बाबींचे अवलोकन केले असता यापुर्वी प्रशासकीय मान्यता मिळालेल्या साधारणत: ४ कोटी रकमेच्या लावणेत आलेल्या एल.ई.डी फिटींग्ज् एजन्सीकडे हस्तांतरीत करणेस व सद्यस्थितीत निविदा प्रक्रीयेमध्ये असलेल्या साधारणत: ७.२५ कोटी रकमेच्या वर्क ऑर्डर सुधारीत करणेस, तसेच उपरोक्त पर्याय क्र. २ मध्ये नमुद केलेनुसार नाशिक महानगरपालिकेमार्फत जाहीर-ई निविदा मागवुन, ESCO MODEL नुसार खात्याव्दारे स्मार्ट लाईटींग प्रकल्प कार्यान्वित करुन प्रशासनाने नियमाप्रमाणे सदर प्रकल्प राबविणेस मंजुरी देणेत येते आहे.

ठराव सर्वानुमते मंजुर

प्र.नगरसचिव,
नाशिक महानगरपालिका,नाशिक.

विद्युत

अधिक्षक (स्था.सं.क.)
नाशिक महानगरपालिका, नाशिक.

समन्वय कक्ष
दि २१/०१/२०१८ रोजी ठराव प्राप्त झाले.

विद्युत विभाग
आवक नं. ...
दिनांक-22/1/2018

Gmail

Commissioner Nashik <commissionernmc@gmail.com>

Reg. Requirement of Existing Street Lights inventory details to implement EESL - SLNP Project

1 message

A.S Chopade <aschopade@eesl.co.in> Sat, Feb 24, 2018 at 8:34 PM
To: commissioner@nashikcorporation.in, commissionernmc@gmail.com
Cc: Dipak Kokate <dhkokate@eesl.co.in>, Harsh Pitroda <u_hpitroda@eesl.co.in>

Dear Sir,

It is our pleasure to inform you that Energy Efficiency Services Limited (EESL) (A JV of PSUs under Minister of Power, Government of India) has entered into agreement with Maharashtra Government to implement Street Light National Programme (SLNP) across all the cities of Maharashtra on 14th February, 2018. In order to initiate the project, EESL requires inventory details of existing Street Light from your Municipal Corporation/Council in the attached format.

You are kindly requested to provide the details at the earliest.

Please find the attachment.

विद्युत

--

आयुक्त
नाशिक महानगरपालिका, नाशिक

Regards,

Amit S. Chopade | Engineer (Technical)

Energy Efficiency Services Limited | A JV of PSUs under the Ministry of Power

Corporate Office :

& 5th Floor, IWAI Building, A-13, Sector 1, Noida, Uttar Pradesh - 201301

Ph: 0120-4908000 | E: aschopade@eesl.co.in

Regional Office:

8th floor, A-1, Chandramukhi Building,
R G. Marg, Nariman Point, Mumbai - 400 021.
Ph: 022-40021193

Please consider the environment before printing this email

नाशिक महानगरपालिका, नाशिक
नोंदणी व बटवडा विभाग मुख्यालय
आवक क्र. 9E03 जावक क्र. 43
दिनांक 24/2/2018 वेळ
वितरण विभाग विद्युत
सही
सहा./उपआयुक्त
नाशिक महानगरपालिका

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विद्युत विभाग
आवक 338
दिनांक 24/2/2018

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2 attachments

Annexure -1 Detailed Street Light Inventory Format.xlsx
15K

EESLMHSLNP2018Amrut City-24_Nashik.PDF
570K

एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड
(भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रम की संयुक्त उद्यम कंपनी)
ENERGY EFFICIENCY SERVICES LIMITED
(A Joint Venture Company of PSUs of Ministry of Power, Govt. of India)
मुंबई क्षेत्रीय कार्यालय : ए–1, 8वीं मंजिल, चंद्रमुखी भवन, रामनाथ गोयनका मार्ग, नरिमन पॉईंट, मुंबई – 400 021 (महाराष्ट्र) • दूरभाष : 022–40021193
Mumbai Regional Office : A-1, 8th Floor, Chandramukhi Building, Ramnath Goenka Marg, Nariman Point, Mumbai - 400 021 (Maharashtra) • Tel. : 022-40021193

EESL/MH/SLNP/2018/Amrut City/24 **Date:** 22/02/2018

Electricity Dept.

To,
The Commissioner
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road,
Nashik District,
Maharashtra-422002

Commissioner
Nashik Municipal Corporation, Nashik

नाशिक महानगरपालिका, नाशिक
नोंदणी व बटवडा विभाग मुख्यालय
आवक क्र 9428 जावक क्र. 44
दिनांक 3/3/2018 वेळ
वेतरण विभाग विद्युत 1/6
सही सहा./उपआयुक्त
नाशिक महानगरपालिका

URGENT MATTER

Ref: 1. GR No. Consolidated - 2017/ Project No.183/ Urban Dev.-20, Dated: 12/01/2018
2. MoU between EESL and UDD in the presence of Chief Minister of Maharashtra, Dated: 14th February, 2018

Subject: Requirement of inventory details in order to implement SLNP Project on ESCO Mode in Nashik Municipal Corporation, District Nashik.

Sir,

In January 2015, Hon'ble Prime Minister of India launched National programme for Energy Efficient Street Lights. Energy Efficiency Services Limited (EESL) (A JV of PSUs under the Ministry of Power, Government of India) has implemented several street light projects in various states of India. Under this initiative, Maharashtra Government has signed agreement with EESL on 14thFebruary, 2018. As notified directives of Maharashtra Government, EESL will implement Street Light National Programme (SLNP) across all the cities of Maharashtra.

Urban Development Department (UDD) of Maharashtra Government along with EESL targeted to replace all the existing street lights by LED Street Light in all cities by December 2018. In order to initiate the project, primarily EESL requires inventory details of existing Street Light from your Municipal Corporation in the attached format. The scope of the project would be replacement of existing conventional street lights with LED Street light along with the maintenance for 5 to 7 years for initial phase under ESCO mode.

Format of existing inventory data to be provided, attached in annexure-1.

You are kindly requested to provide the details at the earliest for further consideration.

विद्युत विभाग
आवक नं. 345
दिनांक 24/3/2018

For Energy Efficiency Services Ltd.

Regional Manager-MAH

CC: Jt. Secretary, Urban Development Dept.
Mantralaya, Mumbai

कॉरपोरेट ऑफिस : चौथा तल, आई.डब्ल्यू.ए.आई. भवन, ए–13, सेक्टर – 1, नोएडा – 201 301 (उत्तर प्रदेश)
Corporate Office : 4th Floor, I.W.A.I. Building, A-13, Sector - 1, Noida - 201 301 (UP)
दुरभाष / Phone : 91-120-498000 • फैक्स / Fax : 91-120-4908049 • वेबसाईट / Website : www.eesl.co.in, www.eeslindia.org
रजिस्टर्ड ऑफिस : चौथा तल, सेवा भवन, आर. के. पुरम, नई दिल्ली – 110 066.
Registered Office : 4th Floor, Sewa Building, R. K. Puram, New Delhi - 110 066.

STATE NAME	
CITY NAME	
CORPORATION/MUNICIPALITY / NAGAR PALIKA NAME	
COMMISSIONER/CHIEF OFFICER NAME & CONTACT DETAILS	
NODAL OFFICER NAME & CONTACT DETAILS	
NAMES & NOS. OF Street Lights	
NAMES & NOS. Units	

INVENTORY DETAILS FORMAT FOR LED STREET LIGHTING PROGRAM

Replacement of Conventional Street Lighting with LED Street Lighting Systems

Particulars	Unit/ Qty	Tube- 40W	CFL 36W	CFL- 45W	CFL- 65W	T-5 (2*24)W	T-5 (4*24)W	150W	250W	400W	Any other Wattages	Total
Type of streetlight fixtures	Nos											
Annual Use Days												
Daily Use in hours												
Street Light Electricity Bills For Last 24 Months (In Rs)												
Annual Maintenance Charge s for past 24 Months (In Rs) (Cost incurred againts Luminaire maintenance only)												

* For any other Wattages information please mention in extra blocks.

Annexure - 1

Details of Conventional Street Lighting Systems

Particulars	Unit	Tube-40W	CFL 36W	CFL-45W	CFL-65W	T-5 (2*24)	T-5 (4*24)	150 W	250 W	400W	Any other Wattages	Total
Type of streetlight fixtures	Nos.											
Street Light Electricity Bills For Last 12 Months (In Rs)												
Annual Maintenance Charges for past 5 Years (In Rs)												

Print Close

From: dipakvanmali (dipakvanmali@gmail.com) **Date:** Tue, 17 Oct 2017 10:35:27 +0530
To: ee2electrical@nashikcorporation.in
Subject: Fwd: Writ Petition No. 9873 of 2017
Attachments: NMC LED Final Order.pdf

-------- Original message --------
From: Bhaskar More <bumore141@gmail.com>
Date: 17/10/2017 05:50 (GMT+05:30)
To: dipakvanmali@gmail.com
Subject: Fwd: Writ Petition No. 9873 of 2017

Regards,
B.U.More
Estate Manager & Law Officer
N.M.C. Nashik
9423179141
---------- Forwarded message ----------
From: "Vaibhav Patankar" <vaibhavppatankar@gmail.com>
Date: 15 Oct 2017 15:28
Subject: Writ Petition No. 9873 of 2017
To: "Commissioner Nashik" <commissionernmc@gmail.com>, "Bhaskar More" <bumore141@gmail.com>, "Bhaskar More" <[illegible]>
Cc:

Dear Sir,

In continuation of Email dtd. 12.10.2017 regarding above captioned matter, please find attached herewith the copy of Order dtd. 12.10.2017 passed by the Hon'ble High Court for your kind perusal.

The Writ Petition is dismissed.

Regards.

Vaibhav P. Patankar
Advocate High Court

Sharayu.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 9873 OF 2017

MIC Electronics Limited ...Petitioner

Versus

The Commissioner
Nasik Municipal Corporation & Ors. ...Respondents

Mr. Ashok B. Tajane, for the Petitioner.

Mr. Vaibhav P. Patankar, for the Respondent No. 1.

Mr. A.P. Vanarase, AGP, for the Respondent NO. 3.

Mr. Hena Desai, i/b Singhi & Co., for Respondent NO. 5.

CORAM : SMT. VASANTI A NAIK AND
RIYAZ I. CHAGLA, JJ.

DATE : 12 October 2017

ORDER :

By this petition, the petitioner seeks a direction against the Nasik Municipal Corporation to extend full cooperation in implementing the LED project as per the terms and conditions of the agreement executed between the petitioner company and the Nasik Municipal Corporation on 25th February 2013. The petitioner has also sought a direction

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against the respondent No. 4 Bank to honour the irrevocable bank guarantee without causing any hurdle.

The petitioner company had entered into an agreement with the Nasik Municipal Corporation for supplying 69541 street lights with modern LED street lighting systems on BOT basis. The total cost of LED project was Rs. 202 Crore. It is the case of the petitioner that certain municipal counsellors raised objection to the award of contract to the petitioner company and filed writ petitions but the said writ petitions were dismissed. The orders in the said writ petitions attained finality after the special leave petition filed by the counsellorss against the orders dismissing the writ petitions were also dismissed. According to the petitioner, the petitioner had despatched goods valued at Rs. 4.50 Crores to the Nasik Municipal Corporation but since the Nasik Municipal Corporation did not accept the same, they had to be stored in a private godown. According to the petitioner, the corporation had made a representation to the state government seeking the opinion of the state government in regard to the cancellation of the contract awarded to the petitioner. It is stated that the state government had, by the letter dated 18th May 2017 informed the corporation that the agreement executed between the parties could not be cancelled. Since the Nasik Municipal Corporation has floated a fresh tender in respect of the work for providing street lights at Satpur Division in the month of July 2017, the petitioner has

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challenged the said tender.

The learned counsel for the respondent-corporation disputed the facts avered in the writ petition. It is stated that the corporation had not cancelled the contract and the petitioner company had by the communication/notice dated 20th May 2015 expressed its intention to terminate the contract. It is stated that for the reasons stated in the notice – communication dated 20th May 2015, the petitioner company had informed the corporation that the agreement would be terminated in view of Articles 12 and 13 of the agreement, due to the fault on the part of the Nasik Municipal Corporation. It is stated that after the said notice was received, the corporation sought to invoke the arbitration clause. It is submitted that since the matter pertains to the termination of the contract and breach of the terms of the same, this Court may not entertain the petition under Article 226 of the Constitution of India to consider granting the relief claimed. It is stated that since the petitioner company had assigned the bank guarantee to third parties, the Nasik Municipal Corporation has filed a suit against the petitioner company and the assignees and the said suit is still pending. It is stated that the dispute involved in the case is clearly of civil nature and instead of availing the appropriate remedy, the petitioner has rushed to this Court for seeking the relief in exercise of writ jurisdiction, though several disputed questions of facts are involved in the writ petition.

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In the circumstances of the case, we are not inclined to entertain the writ petition and consider granting the relief claimed by the petitioners. The copy of the notice issued by the petitioner to the Nasik Municipal Corporation is annexed to the petition and the said notice clearly shows that the petitioner had sought to terminate the contract for the reasons stated in the said notice. We find that the petitioner is approbating and reprobating in the matter pertaining to the agreement and the issues involved in the writ petition cannot be decided in exercise of the writ jurisdiction. The petitioner is free to avail the appropriate remedy for seeking the relief claimed.

Since we decline to entertain the writ petition, the writ petition is dismissed with no order as to costs.

The points raised in the petition are however, kept open.

[RIYAZ I. CHAGLA J.] **[SMT. VASANTI A NAIK, J.]**

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नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ३०८ /२०१८
दिनांक :- २२/ ३ /२०१८.

प्रति,

मा.मुख्यलेखापरिक्षक
नाशिक महानगरपालिका, नाशिक

विषय :- मनपाच्या स्मार्ट लाईटिग करणेचा प्रस्ताव (RFP) तपासुन मिळणेबाबत.
संदर्भ :- मा.महासभा ठ.क्र.१३८० दि.१०/०१/१८.

महोदय,

नाशिक मनपा क्षेत्रात Smart Lighting करणेच्या प्रस्तावाबाबतच्या RFP मे KPMG या सल्लागार संस्थेमार्फत प्राप्त झालेला आहे. मा.आयुक्त सो. यांचे सुचनेप्रमाणे सदरचा RFP प्रसिध्द करणे पुर्वी लेखापरिक्षण विभागाकडून तपासुन घेणेबाबत आदेशित केले आहे.

तरी सदरचा स्मार्ट लाईट प्रकल्पाबाबतचा RFP तपासून आपला अहवाल दिलेस त्याप्रमाणे त्यामध्ये आवश्यक सुधारणा करता येतील.

मा.क.

२३/३/१८
(डी.बी. वनमाळी)
कार्यकारी अभियंता (वि.)
नाशिक महानगरपालिका,नाशिक

मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका, नाशिक.
जा.क./मुलेप/वशि/डेस्क-13/ ८२९ /18
दिनांक:- 22 / 03 /2018.

प्रति,
कार्यकारी अभियंता (विद्युत),
विद्युत विभाग,
नाशिक महानगरपालिका, नाशिक.

विषय :- मनपाच्या स्मार्ट लायटिंग बाबत.
संदर्भ :- जा.क्र/मनपा/विद्युत/वशि/308/2018 दि. 22/3/2018.

महोदय,

विषयांकित प्रकरणी आपले लक्ष मनपाच्या दैनंदिन कार्यपध्दतीकडे वेधण्यात येत आहे, त्याअन्वये विभागाने सादर केलेल्या संचिकेवर अभिप्राय दिले जात असतांना आपणाकडून स्वतंत्र RFP सादर होऊन त्यावर पडताळून देणेबाबतच्या निर्देशाचा बोध होत नाही.

तरी कृपया संचिकेतून आपल्या अभिप्रायासह, पूर्वपिठेच्या तपशिलासह सदरची निविदा प्रारूप पाठविण्यात यावी. विषयांकित प्रकरणी अशा प्रकारची निविदा इतर महानगरपालिकेत काढली गेली असल्यास त्याचा संचही सोबत ठेवावा, व त्याप्रमाणे अटी व शर्तीचा अंतर्भाव असल्याबाबत खात्री करावी.

महानगरपलिकेने यापूर्वी काढलेल्या निविदेमध्ये असलेल्या त्रुटींची पुनरावृत्ती होत नसल्याबाबत खात्री करून संचिका मुख्य लेखाधिकारी यांचेमार्फत कृपया सत्वर आज च सादर करण्यात यावी.

विद्युत विभाग
आवक नं. 821
दिनांक- 23/ 3 /२०१८

मुख्य लेखापरिक्षक
नाशिक महानगरपालिका, नाशिक.

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

Add: Office No.1, Sargam CHS Ltd., Near Aashirwad Medical Store,
Charai, Thane (W) 400601
9820297542 vaibhavppatankar@gmail.com

Covering Letter/OPINION-SMART LIGHTS/NMC/ 14th February 2018

To

The Commissioner
Nashik Municipal Corporation
Nashik

Ref: Legal Opinion w.r.t. fixation/installation of smart lights within the local jurisdiction of Nashik Municipal Corporation vis-à-vis pending Arbitration Application No. 10 of 2015 & Spl. C.S. No. 294 of 2015 pending in Ld. District & Sessions court, Nashik.

Sir,

Please find attached herewith the written legal opinion w.r.t. the above referred subject matter alongwith memo of professional fees and expenses, for your kind perusal and necessary action.

You are also requested to ask the concerned officer to collect documents handed over to me for forming legal opinion, from my office upon prior telephonic communication to avoid inconvenience.

Thanking You.

Yours Sincerely,

V. P. Patankar

Vaibhav P. Patankar
(Advocate High Court)

Encl: Written Legal Opinion dtd. 14.02.2018

जन. 193
विधी 28/02/2018
5.30 pm

विद्युत विभाग

विधी विभाग प्रमुख
नाशिक-महानगरपालिका, नाशिक

Report Book 7735/20
01/03/2018

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

Add: Office No.1, Sargam CHS Ltd., Near Aashirwad Medical Store,
Charai, Thane (W) 400601
9820297542 vaibhavppatankar@gmail.com

FINAL/OPINION-LED/NMC/ 14th February 2018

To

The Commissioner
Nashik Municipal Corporation
Nashik

Ref: Legal Opinion w.r.t. fixation/installation of smart lights within the local jurisdiction of Nashik Municipal Corporation vis-à-vis pending Arbitration Application No. 10 of 2015 & Spl. C.S. No. 294 of 2015 pending in Ld. District & Sessions court, Nashik.

Sir,

With respect to the above mentioned subject, my opinion is sought on the following query:-

1.) Whether there is any bar for Nashik Municipal Corporation in implementing the project of installation of smart lights within its local jurisdiction pending Arbitration Application No. 10 of 2015 & Spl. C.S. No. 294 of 2015?

2.) Whether Municipal Corporation can enter into agency contract directly or otherwise with Energy Efficiency Services Ltd. (hereafter "EESL") for smart lights project in the light of fact that EESL is the party-defendant in Special Civil Suit No. 294 of 2015 to whom MIC Electronics Ltd. have illegally assigned the bank guarantees?

To answer the above query I have perused following documents:-

a.) Agreement entered into by and between Nashik Municipal Corporation and M/s. MIC Electronic Limited dtd. 25.02.2013 for the installation of 69,541 (Sixty Nine Thousand Five Hundred and Forty One) LED light to reduce the energy consumption by replacing existing street light;

b.) The docket of the then Commissioner dtd. 08.01.2018 placed before the Hon'ble General Body of Municipal Corporation for implementation of smart light project;

c.) The plaint of Special Civil Suit No. 294 of 2015 filed by Nashik Municipal Corporation in the Ld. Trial Court, Nashik against MIC Electronics Ltd. & Ors. for declaration & injunction;

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

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d.) The Arbitration Application No. 10 of 2015 filed by Nashik Municipal Corporation under the provisions of Section 9 of the Arbitration & Conciliation Act, 1996, against MIC Electronics Ltd. & Bank of Maharashtra, for injunction etc.;

e.) Order dtd. 06.07.2015 passed by Ld. Principle District & Sessions Judge, Nashik at Exh. 6 in Arbitration Application No. 10 of 2015

After going through the above mentioned documents, it appears that:-

1.) As stated in the said agreement area under local jurisdiction of Nashik Municipal Corporation had to be illuminated at present with the help of 69,541 (Sixty Nine Thousand Five Hundred and Forty One) street lights consisting of T5 fittings, HPSV and Metal Halide lamp fittings etc. and to reduce the energy consumption on account of street lighting, the Nashik Municipal Corporation decided to replace the existing street lights with modern and energy efficient LED luminaries.

2.) The Nashik Municipal Corporation to prelude to the above objective had invited proposals on BOT basis from reputed LED Fittings manufacturers vide Notice No. NMC/PRO/WS/143/2012-13 dated 06.11.2012 [Notice inviting E-Tender No. 7 (2012-13)] & Tender No. 60-2012 to undertake the supply of LED Street Lights giving output of such Lux levels equivalent to the existing lights which shall include their installation, maintenance and warranty replacement during project period on the principle of repayment of cost of the project by Nashik Municipal Corporation in monthly installments on the basis of cost reimbursement out of monthly savings.

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

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3.) The Nashik Municipal Corporation, in response to E-Tender received proposals from several Bidders including one M/s. MIC Electronics Ltd. and the Municipal Corporation appears to have accepted the bid submitted by said M/s. MIC Electronics Ltd.

4.) The Standing Committee of Nashik Municipal Corporation had at the relevant time approved proposal of said M/s. MIC Electronics Ltd. vide Resolution No. 654 dated 28.01.2013.

5.) A General Body meeting of Nashik Municipal Corporation, Nashik was held on 21.09.2011 and there were two resolutions passed being Resolution Nos. 933 and 934.

6.) The Resolution Nos. 933 and 934 were passed for purchase of LED fittings for 69,541 street lights having total costs of Rs. 1,46,88,000/- for six (6) sectors which are within the local limits of Nashik Municipal Corporation.

7.) As per Clause No. 4.2 of the Agreement dated 25.02.2013 (hereafter the "*said agreement*") total consideration which was to be paid to MIC Electronics Ltd., (hereafter the "*said supplier*") was Rs. 202,56,42,797/- within the period of 96 months towards costs of lights, cost of finance, cost of warranty, cost of maintenance and applicable taxes and duties etc.

8.) The Municipal Corporation had entered into the Agreement with said supplier on 25.02.2013.

9.) The Municipal Corporation on 28.10.2013 had issued work order to the said supplier for replacement of existing street lights with 69,541 LED street lights and their maintenance in respect of six sectors which are within the limits of Nashik Municipal Corporation.

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

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10.) The duty casted upon the said supplier was to supply, install and maintain the LED street lights as per the said agreement and work order issued thereafter.

11.) The implementation period or time for completion of implementation period is nine (9) months from the date of compliance of condition precedent as mentioned in the said agreement.

12.) The said supplier had committed breach of the contract dtd. 25.02.2013.

13.) The said supplier had issued termination notice dtd. 20.05.2015 and terminated agreement dtd. 25.02.2013.

14.) The Ld. District Court, Nashik by Order dtd. 06.07.2015 has restrained respondent No. 1 in Arbitration Application No. 10 of 2015 i.e. MIC Electronics Ltd. from encashing bank guarantees in terms of prayer clause (b) of the said application.

15.) The Arbitration Application No. 10 of 2015 as well as Spl. C.S. No. 294 of 2015 is pending for hearing and appropriate orders.

16.) The then Commissioner of Municipal Corporation in view of Energy Conservation Policy -2017 of State of Maharashtra has placed docket before the Hon'ble General Body for conservation of energy in Municipal Corporation area by replacing some old fittings and by changing/replacing control panels of existing fittings and to implement the project it is proposed to appoint Energy Efficiency Services Ltd. for implementation of street lightning project and in the alternative the said docket proposed to call for tenders.

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

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9820297542 vaibhavppatankar@gmail.com

17.) The concerned Panel Advocate of Municipal Corporation has given his opinion regarding fitting of some LED lights by issuing tenders afresh.

***ANSWER*:-**

Issue Nos. (1)

Section 249 of Maharashtra Municipal Corporations Act, 1949 (Erstwhile Bombay Provincial Municipal Corporations Act, 1949) reads as under:-

Public Street to be lighted

1.) The Commissioner shall-

a.) take measures for lightening in a suitable manner the public street, municipal gardens and open spaces and municipal markets and all buildings vesting in the corporation;

b.) procure, erect and maintain such number of lamps, lamp posts and other appurtenances as may be necessary for the said purpose; and

c.) cause such lamp to be lighted by means of oil, gas, electricity or such other light as the Corporation shall from time to time determine

2.) ********

Section 249 of Maharashtra Municipal Corporations Act, 1949 cast responsibility upon the Commissioner of Municipal Corporation to take necessary measures as regards the lightening of public streets, open spaces etc. including maintenance of the said lamp, lamp posts and other appurtenances etc.

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

Add: Office No.1, Sargam CHS Ltd., Near Aashirwad Medical Store,
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OPINION

I have perused the docket dated 08.01.2018 placed by the then Commissioner of Municipal Corporation for implementation of smart light project as well as agreement dtd. 23.02.2013 entered into by and between Municipal Corporation and MIC Electronics Ltd. as well the provision quoted hereinabove for lightening of public streets. It is undisputed fact that M/s. MIC Electronics had terminated the contract by notice dtd. 20.05.2015. It also further undisputed fact that upon expressing apprehension of encashment of bank guarantees by the said supplier Ld. District Court, Nashik has granted interim relief to the Municipal Corporation. As far as opinion qua the subject matter of docket dtd. 08.01.2018 in the light of query No. 1 above is concerned no doubt it is the responsibility of Municipal Corporation as per the provisions of Section 249 of the Act of 1949 to keep the public streets lighted and thus all the measures to do the same can be taken by the Corporation to that effect. To implement the project of installation of smart light vide said docket subject to answer of query No. 2 below is the concerned there is no impediment, in my opinion, for the Municipal Corporation to take ahead the said project as there is also no any order from any Court of Law by which Corporation is restrained from implementing any project. In my opinion thus Municipal Corporation subject to the approval of General Body can implement project of installation of smart light.

Now opinion qua query No. 2 is concerned Energy Efficiency Services Ltd. is arrayed as one the party-Defendant (Defendant No. 3) by Municipal Corporation in Special Civil Suit No. 294 of 2015 which is filed for the reliefs of declaration and injunction. It appears from the plaint of said suit that MIC Electronics Ltd. who is arrayed as party-defendant No. 1 in the said suit has illegally assigned bank guarantees in favor of said EESL. It also appears from the plaint and prayer clause (a) of the said suit that Municipal Corporation has not only sought relief against the said supplier i.e. MIC Electronics Ltd. but the relief of injunction is substantially sought against the said EESL too. It can be seen from the plaint of said suit that there are substantial allegations against defendant Nos. 1 and 3 i.e. MIC Electronics Ltd. & said EESL respectively qua the bank guarantees and in my opinion therefore, it is not advisable to enter into any contractual relationship with the said EESL pending the said suit. I am told by the officer of Municipal Corporation during the course of discussion that Government of Maharashtra has entered into agreement with the said EESL for implementation of project of smart lights to conserve the electricity and in my opinion if the Government of Maharashtra is oblivious about the pendency of Special Civil Suit No. 294 of 2015 as well as Arbitration Application No. 10 of 2015 and entire controversy as a whole vis-à-vis agreement dtd. 25.02.2013 and if that be so

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

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9820297542 vaibhavppatankar@gmail.com

then in my opinion the Municipal Corporation may communicate the factum of pendency of Spl. C.S. No. 294 of 2014 and the role of said EESL including the fact that said EESL is the party-defendant (Deft. No. 3) in said suit and also the fact that Municipal Corporation has prayed for the relief of injunction against said EESL, to the Government of Maharashtra and thus in my opinion Municipal Corporation in the light of the said facts may request Government of Maharashtra to take appropriate legal opinion from the Ld. Advocate General of Maharashtra at their level and if they chose to do so, before directing Nashik Municipal Corporation to enter into any agreement/contract either agency or otherwise for implementation of smart light project as enunciated in the docket dtd. 08.01.2018. The Municipal Corporation in my opinion may bring all the aspects of present litigation where the said EESL is involved to the notice of Government of Maharashtra. It may also be noted that if any contractual relationship is established with the said EELS pending Special Civil Suit No. 294 of 2015, it may affect the merits of matter since said EESL is one of the defendant against whom the relief is sought for by the Municipal Corporation.

Since my opinion is only in respect of the queries raised to me by Municipal Corporation, I have not commented or expressed myself on technical as well as financial aspect of the present subject matter. You may therefore, take decision in the best interest of Municipal Corporation.

Of course my opinion is based on the departmental office note dtd. 31.01.2018 and as per the above referred documents which were made available to me and instructions given to me by the officers of Municipal Corporations. The Corporation may take appropriate decision accordingly.

Thanking you,

Yours Sincerely

V. P. Patankar

Vaibhav P. Patankar

(Advocate High Court)

VAIBHAV PRAKASH PATANKAR
ADVOCATE HIGH COURT

Add: Office No.1, Sargam CHS Ltd., Near Aashirwad Medical Store,
Charai, Thane (W) 400601

✆ 9820297542 ✉ vaibhavppatankar@gmail.com

INVOICE/OPINION-SMART LIGHTS/NMC/ 14th February 2018

To

The Commissioner
Nashik Municipal Corporation
Nashik

Ref: Legal Opinion w.r.t. fixation/installation of smart lights within the local jurisdiction of Nashik Municipal Corporation vis-à-vis pending Arbitration Application No. 10 of 2015 & Spl. C.S. No. 294 of 2015 pending in Ld. District & Sessions court, Nashik.

Particulars	Amount (Rs)
Professional fees and expenses for forming legal opinion w.r.t above referred subject matter.	15,000/-
Office Expenses (10%)	1,500/-
Total Amount Due	16,500/-
Total Amount Due: Rupees Sixteen Thousand Five Hundred Only.	

V. P. Patankar

Vaibhav P. Patankar
(Advocate High Court)

CD/IWL/2396 श्री. मोरपको

एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड
(भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रम की संयुक्त उद्यम कंपनी)
ENERGY EFFICIENCY SERVICES LIMITED
(A Joint Venture Company of PSUs of Ministry of Power, Govt. of India)

मुंबई क्षेत्रीय कार्यालय : ए–1, 8वीं मंजिल, चंद्रमुखी भवन, रामनाथ गोयनका मार्ग, नरिमन पॉईंट, मुंबई – 400 021 (महाराष्ट्र) • दूरभाष : 022–40021193
Mumbai Regional Office : A-1, 8th Floor, Chandramukhi Building, Ramnath Goenka Marg, Nariman Point, Mumbai - 400 021 (Maharashtra) • Tel. : 022-40021193

BY POST 628 5/5/18

EESL/MH/SLNP-MEEP/2018/Amrut City/ 24 विद्युत विभाग **Date:** 02/05/2018

To,
The Commissioner
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road,
Nashik District,
Maharashtra-422002

आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. ५/५/१८
आयुक्त

INVITATION LETTER

Ref: 1. GR No. Consolidated - 2017/Project No.183/Urban Dev.-20, Dated: 12/01/2018
2. MoU between EESL and UDD in the presence of Chief Minister of Maharashtra, Dated: 14th February, 2018.

Subject: Invitation for half day workshop on orientation of Energy Savings agreement with ULB under Street Light National Programme (SLNP)

Sir,

In January 2015, Hon'ble Prime Minister of India launched National programme on Street Light for ULBs. Energy Efficiency Services Limited (EESL) (under administrative control of Minister of Power, Government of India) has been mandated for implementing agency pan India. Till date EESL has successfully implemented program in about 900 ULBs and replaced more than 56 Lac LED Street Lights across India. Under this initiative, Government of Maharashtra (GoM) has signed agreement with EESL on 14th February, 2018 for implementing Street Light National Programme (SLNP) and on 1st November, 2017 for implementing Municipal Energy Efficiency Programme.

Urban Development Department (UDD) along with EESL targeted to replace all the existing street lights by LED Street Light in all cities by December 2018. In order to provide the modalities of signing of agreements with ULBs, EESL is organising Half day workshop on orientation of Energy Savings agreement on 5th May, 2018 (10:30 am to 1:00 pm) at Yashwantrao Chavan Pratishtan Hall, Nariman Point, Mumbai.

Tentative agenda as follows:

1. Know how about Street Light National Programme SLNP & MEEP - Session by EESL
2. Modalities/Procedure on signing of ESA (Energy Saving Agreement) with ULBs.-Session by UD Dept., GoM
3. Interaction with ULBs for inventory and other details.

You are cordially invited to be a part of workshop and discussion for successful implementation of SLNP National programme in Maharashtra.

नाशिक महानगरपालिका, नाशिक
दिणी वटवडा विभाग मुख्यालय
२४ चावक क्र. ९८
६/५/१८
भाग विद्युत
सहा.
नाशिक महानगरपालिका

विद्युत विभाग
क्रमांक ... १९०...
दिनांक- ७/५/२०१८

For Energy Efficiency Services Ltd.
Regional Office Mumbai

CC: Jt. Secretary, Urban Development Dept.
Mantralaya, Mumbai

कॉर्पोरेट ऑफिस : चौथा तल, आई.डब्ल्यू.ए.आई. भवन, ए–13, सेक्टर – 1, नोएडा – 201 301 (उत्तर प्रदेश)
Corporate Office : 4th Floor, I.W.A.I. Building, A-13, Sector - 1, Noida - 201 301 (UP)
टेलीफोन / Phone : 91-120-498000 • फैक्स / Fax : 91-120-4908049 • वेबसाईट / Website : www.eesl.co.in, www.eeslindia.org
रजिस्टर्ड ऑफिस : चौथा तल, सेवा भवन, आर. के. पुरम, नई दिल्ली – 110 066.
Registered Office : 4th Floor, Sewa Building, R. K. Puram, New Delhi - 110 066.

to smart lighting

नाशिक महानगरपालिका, नाशिक

विद्युत विभाग

एकूण पोल व फिटींग बाबतची माहिती

अ.नं.	विभागाचे नाव	एकूण पोल	एकूण सोडीयम फिटींग					एकूण एलईडी फिटींग				
			७० वॅट	१५० वॅट	२५० वॅट	४०० वॅट	टी-५ (९६ वॅट)	३६ वॅट	४५ वॅट	६० वॅट	९० वॅट	११०/१२० वॅट
१	सातपूर	८८००	४३२१	१६१७	११५९	३०५	२०३७	०	३४५	७४०	१९३	३२
२	पंचवटी	१४६१९	८१८६	५६३५	१४३९	६५७	२७४९	०	५१६	१२९९	०	०
३	ना.पुर्व	१०५६१	२९१५	४४२०	१२६९	२८८	२३९	०	३९७	३१०३	२२८	०
४	सिडको (न.नाशिक)	१४२३१	६५००	६८०९	२७०१	१४९	५७६	०	३५७	६९२	२३	०
५	ना.पश्चिम	७०९७	०	३५१९	०	३१८	२४०९	३४५	०	८४५	२३	०
६	ना.रोड	१३१६१	६१३४	६७३१	२२७३	१००	०	०	०	८७५	०	०
एकूण												

68469 28056 28731 8841 1817 8010

75455

नाशिक महानगरपालिका, नाशिक
विद्युत विभाग
एकूण पोल व फिटींग बाबतची माहिती (११/१२/२०१७)

अ.नं.	विभागाचे नाव	एकूण पोल	एकूण सोडीयम फिटींग					एकूण एलईडी फिटींग				
			७० वॅट	१५० वॅट	२५० वॅट	४०० वॅट	टी-५ (९६ वॅट)	३६ वॅट	४५ वॅट	६० वॅट	९० वॅट	११०/१२० वॅट
१	सातपूर	८८००	४३२१	१६१७	११५९	३०५	२०३७	०	३४५	७४०	१९३	३२
२	पंचवटी	१४६१९	८१८६	५६३५	१४३९	६५७	२७४९	०	५१६	१२९९	०	०
३	ना.पुर्व	१०५६१	२९१५	४४२०	१२६९	२८८	२३९	०	३९७	३१०३	२२८	०
४	सिडको (न.नाशिक)	१४२३१	६५००	६८०९	२७०१	१४९	५७६	०	३५७	६९२	२३	०
५	ना.पश्चिम	७०९७	०	३५१९	०	३१८	२४०९	३४५	०	८४५	२३	०
६	ना.रोड	१३१६१	६१३४	६७३१	२२७३	१००	०	०	०	८७५	०	०
एकूण		**६८४६९**	**२८०५६**	**२८७३१**	**८८४१**	**१८१७**	**८०१०**	**३४५**	**१६१५**	**७५५४**	**४६७**	**३२**

CD/IWL/3449

एनर्जी एफिशिएंसी सर्विसेज़ लिमिटेड
(भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रम की संयुक्त उद्यम कंपनी)
ENERGY EFFICIENCY SERVICES LIMITED
(A Joint Venture Company of PSUs of Ministry of Power, Govt. of India)

मुंबई क्षेत्रीय कार्यालय : ए–1, 8वीं मंजिल, चंद्रमुखी भवन, रामनाथ गोयनका मार्ग, नरिमन पॉईंट, मुंबई – 400 021 (महाराष्ट्र) • दूरभाष : 022–40021193
Mumbai Regional Office : A-1, 8th Floor, Chandramukhi Building, Ramnath Goenka Marg, Nariman Point, Mumbai - 400 021 (Maharashtra) • Tel. : 022-40021193

856
25/5/18

EESL/MH/SLNP/2018/Amrut City/ Inventory/09 **Date:** 21/05/2018

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 25/5/18
आयुक्त

To,
The Commissioner
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik District,
Maharashtra - 422002.

महानगरपालिका, नाशिक
नोंदणी व बटवडा विभाग मुख्यालय
क्र. 856 जावक क्र. 900
दिनांक 28/5/2018 वेळ
सहा./उपआयुक्त
नाशिक महानगरपालिका

URGENT

Ref: 1. GR No. Consolidated - 2017/Project No.183/Urban Dev.-20, Dated: 12/01/2018
2. MoU between EESL and UDD in the presence of Chief Minister of Maharashtra, Dated: 14th February, 2018.
3. Letter: Requirement of inventory details in order to implement SLNP Project on ESCO Mode, Dated: 22/02/2018
4. Letter: Invitation for half day workshop on orientation of Energy Savings agreement with ULB under Street Light National Programme (SLNP), Dated: 02/05/2018

Subject: Inventory details for implementation of Street Light National Programme (SLNP)

Sir,

In January 2015, Hon'ble Prime Minister of India launched National programme on Street Light for ULBs. Energy Efficiency Services Limited (EESL) (under administrative control of Minister of Power, Government of India) has been mandated for implementing agency pan India. Under this initiative, Government of Maharashtra (GoM) has signed agreement with EESL on 14th February, 2018 for implementing Street Light National Programme (SLNP).

Urban Development Department (UDD) along with EESL targeted to replace all the existing street lights by LED Street Light in all cities by December 2018. In order to initiate the project, primarily EESL requires inventory details of existing Street Light. The inventory details format is already shared along with covering letter, dated 22/02/2018. A half day workshop on orientation of Energy Savings agreement was organised on 5th May, 2018 in Mumbai. The scope of the project for replacement of existing conventional street lights with LED Street light along with the maintenance for 7 years on ESCO mode was described elaborately. The queries of the various ULB's were discussed and answered in detail. Accordingly, UDD has directed to complete the agreement signing process by 31st May, 2018 and initiate the implementation of project by June, 2018.

We hereby, again attaching the inventory details format for your reference and request you to provide the details at the earliest for further consideration. And in case of any query, please feel free to contact us.

Format of existing inventory data to be provided, attached in annexure-1.

CC: Jt. Secretary, Urban Development Dept.
Mantralaya, Mumbai
COO, EESL, HO-Delhi

For Energy Efficiency Services Ltd.
Regional Office Mumbai

Energy Efficiency Services Ltd. EESL Regional Office Mumbai

विद्युत विभाग
२९५
२९/५/१८

STATE NAME	
CITY NAME	
CORPORATION/MUNICIPALITY / NAGAR PALIKA NAME	
COMISSIONER/CHIEF OFFICER NAME & CONTACT DETAILS	
NODAL OFFICER NAME & CONTACT DETAILS	
NAMES & NOS. OF Street Lights	
NAMES & NOS. Units	

INVENTORY DETAILS FORMAT FOR LED STREET LIGHTING PROGRAM

Replacement of Conventional Street Lighting with LED Street Lighting Systems

Particulars	Unit/ Qty	Tube- 40W	CFL 36W	CFL- 45W	CFL- 65W	T-5 (2*24)W	T-5 (4*24)W	150W	250W	400W	Any other Wattages	Total
Type of streetlight fixtures	Nos.											
Annual Use Days												
Daily Use in hours												
Street Light Electricity Bills For Last 24 Months (In Rs)												
Annual Maintenance Charge s for past 24 Months (In Rs) (Cost incurred againts Luminaire maintenance only)												

* For any other Wattages information please mention in extra blocks.

mail ID. -

No./NMC/Ele/ 165 /2018
Date: 02 /06/2018

To,
Energy Efficiency Services Ltd.
A-1 8th floor Chandramukhi bulding,
Ramnath Goenka marg, Nariman Point,
Mumbai-400021.

Ref. :Your Letter no.EESL/SLNP//2018/Amrut City/Inventory/09 Dt. 21.5.2018.

Res. Sir,

This is to bring your kind notice that as per directives by Nashik Municipal Corporation General Body Resolution No.1380 Dt.10/01/2018, NMC is going for smart light projest in PAN city area of Municipal Corporation area in consultation of PMC of Nashik Municipal Smart City development corporation.

RFP of same project is already prepared and E-Tendering process is ongoing.

This is for your kind information.

Thanking you.

[signature] 2/6/18
Head of Department
for Electrical-mechanical Department
Nashik Municipal Corporaton.
[signature]

Mail I.D.
dhkokate@eesl.co.in.
वा I.D. वर सदरचे पत्र Email केले. 2/6/18
पुढे नं. 07555/A-57 दि. 01/6/2018
अन्वये पोस्टाने पाठविले आहे.

श्री मोकळे
Email करणे
[signature]
2/6/18

श्री P.A to commissioner (405)
कडुन Email IA करणे
[signature]
4/6/18

नागरी स्थानिक स्वराज्य संस्थांनी उर्जा बचतीसाठी एलईडी पथदिवे बसविण्याकरिता ईईएसएलसोबत करारनामा करण्याबाबत.

महाराष्ट्र शासन
नगर विकास विभाग
शासन निर्णय क्रमांक संकीर्ण-२०१७/प्र.क्र.१८३/नवि-२०
मंत्रालय, मुंबई ३२
दिनांक:- ०४ जून, २०१८

संदर्भ :-

(१) शासन निर्णय उद्योग उर्जा व कामगार विभाग क्रमांक अपाऊ-२०१५/ प्र.क्र. ३७८/ उर्जा-७, दिनांक २२ जून, २०१७

(२) शासन निर्णय नगरविकास विभाग क्रमांक संकीर्ण- २०१७/ प्र.क्र.१८३/नवि-२०, दिनांक १२ जानेवारी, २०१८

प्रस्तावना

राज्य शासनाचे उर्जा संवर्धन धोरण उपरोक्त दिनांक २२ जून, २०१७ च्या शासन निर्णयान्वये विहित केले आहे. या धोरणानुसार पथदिवे बसविताना फक्त एलईडी पथदिवे बसविणे बंधनकारक केले आहे. तसेच, सर्व नागरी स्थानिक स्वराज्य संस्थांच्या क्षेत्रात ईईएसएलच्या माध्यमातून एस्को तत्वावर एलईडी पथदिवे बसविण्यासाठी राज्य शासनाने करारनामा केला आहे. त्याअनुषंगाने पुढील अंमलबजावणीसाठी मार्गदर्शक सूचना देण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय

राज्य शासनाच्या उर्जा विभागाच्या, उर्जा संवर्धन धोरण, २०१७ नुसार सर्व नागरी स्वराज्य संस्थांना पथदिवे बसविताना फक्त एलईडी पथदिवे बसविणे बंधनकारक केले आहे. हे धोरण नगर विकास विभागाच्या वतीने स्वीकृत करून राज्यातील सर्व नागरी स्थानिक स्वराज्य संस्थांना लागू करण्याचा निर्णय शासनाने घेतला आहे.

२. त्या अनुषंगाने सर्व नागरी स्थानिक स्वराज्य संस्थांच्या क्षेत्रात केंद्रशासनाच्या सार्वजनिक उपक्रम असलेल्या एनर्जी एफिशिएन्सी सर्विसेस लिमिटेड म्हणजेच ईईएसएलच्या माध्यमातून एस्को तत्वावर एलईडी पथदिवे बसविण्यासाठी राज्य शासनाने ईईएसएलसोबत करारनामा केला आहे. त्यासमवेतच संबंधित नागरी स्थानिक स्वराज्य संस्थेने त्यांच्या क्षेत्रात ईईएसएलच्या माध्यमातून एलईडी पथदिवे बसविण्यासाठी करावयाच्या करारनाम्याचा मसूदा देखिल विहित केलेला आहे. या करारनाम्याच्या प्रती सर्व नागरी स्थानिक स्वराज्य संस्थांना स्वतंत्रपणे पाठविल्या आहेत. राज्यशासनाच्या सदर निर्णयास अनुसरून सर्व नागरी स्वराज्य संस्थानी पथदिव्यांसाठी फक्त एलईडी दिवे बसविणे व त्यासाठी ईईएसएलसोबत करारनामा करणे त्यांच्यावर बंधनकारक राहील.

२. या पार्श्वभूमीवर जर नागरी स्थानिक स्वरा संस्थांना यापूर्वी पथदिव्यांसाठी एलईडी दिवे [illegible]ण्यासाठी वैशिष्ट्यपूर्ण योजना [illegible] अन्य योजना राज्य शासनाने निधी मंजूर करण्यात केला [illegible] दिनांक १२.०१.२०१[illegible] [illegible]त कार्यादेश [illegible]त आले नसतील अशा निधीतून या एलईडी

दिवे बसविण्याच्या प्रयोजनासाठी त्यापुढे कोणताही खर्च करण्यात येऊ नये, अशा सूचना समक्रमाकाच्या दिनांक १२.०१.२०१८ च्या शासन निर्णयान्वये देण्यात आल्या आहेत. अशा निधीतून हाती घ्यावयाच्या सुधारीत कामांचा प्रस्ताव शासनाकडे सादर करण्यात यावा व त्यावरील शासनाच्या निर्णयांनतरच पुढील कार्यवाही करण्यात यावी. सदर सूचनांचा पुनरूच्चार करण्यात येत आहे.

३. ईईएसएलच्या माध्यमातून एस्को तत्वावर एलईडी पथदिवे बसविताना नागरी स्थानिक स्वराज्य संस्थेस **सुरवातीला कोणतीही भांडवली गुंतवणूक करावी लागणार नाही**. त्यामुळे, एलडी पथदिवे बसविण्यासाठी शासनाच्या निधीसोबतच, १४ व्या वित्त आयोगाच्या निधीतून किंवा स्वनिधितून देखिल **कोणताही भांडवली खर्च करण्यास प्रतिबंध राहील.**

४. राज्य शासनाच्या उपरोक्त निर्णयानुसार राज्यातील सर्व नागरी स्थानिक स्वराज्य संस्थांनी रस्त्यांवरील प्रकाश व्यवस्थेकरीता (पथदिवे) एलईडी दिव्यांचा वापर करून उर्जा संवर्धन करण्यासाठी ईईएसएल (EESL) या केंद्रशासनाच्या सार्वजनिक उपक्रमाशी करारनामा (MoU) करण्याची कार्यवाही दिनांक ३० जून, २०१८ पर्यंत पूर्ण करावी. महाराष्ट्र नगरपरिषदा, नगरपंचायती व औद्योगिक नगरी अधिनियम १९६५ च्या कलम ७७ (अअ) नुसार राज्य शासनाच्या या धोरणात्मक निर्णयाची कालबध्द अंमलबजावणी करण्याची जबाबदारी संबंधित मुख्याधिकारी यांच्यावर आहे. त्यानुसार राज्यातील सर्व नगरपरिषदा/नगरपंचायतींनी पथदिव्यांसाठी फक्त एलईडी दिवे बसवणे व त्यासाठी ईईएसएल (EESL) सोबत दिनांक ३० जून, २०१८ पूर्वी करारनामा करणे, संबंधित मुख्याधिकारी यांच्यावर बंधनकारक आहे.

५. **राज्यशासनाने** ईईएसएल सोबत केलेल्या करारनाम्याच्या अनुषंगाने संबंधित नागरी स्थानिक स्वराज्य संस्थांशी (महानगरपालिका/नगरपरिषदा/नगरपंचायती) समन्वय साधून पुढील कार्यवाही करण्यासाठी **आयुक्त तथा संचालक नगरपरिषद प्रशासन संचालनालय, मुंबई यांची राज्य शासनाच्या वतीने समन्वयक** म्हणून नियुक्ती करण्यात येत आहे.

६. यानुसार संबंधित शहरांशी करारनामा करण्याचे काम ईईएसएलने यापूर्वीच सूरू केली आहे. ईईएसएलने विविध नागरी स्थानिक स्वराज्य संस्थांशी करारनामा करून एलईडी दिवे बसविण्याची कार्यवाही टप्याटप्याने डिसेंबर, २०१८ पर्यंत पूर्ण करावी.

७. ईईएसएलसोबत करण्यात येणाऱ्या करानाम्यानुसार ॲन्युयिटीच्या खर्चाचा परतावा करण्यासाठी प्रत्येक नागरी स्थानिक स्वराज्य संस्थानिहाय एस्क्रो अकाऊंट उघडण्यात येणार आहे. संबंधित नागरी स्थानिक स्वराज्य संस्था त्यांच्याशी संबंधित ॲन्युयिटीच्या खर्चाचा परतावा या एस्क्रो अकाऊंटमध्ये स्वउत्पन्नातून नियमितपणे भरावा. त्यासाठी नागरी स्थानिक स्वराज्य संस्थांना मिळणाऱ्या १४ व्या वित्त आयोगाच्या अनुदानाचा किंवा महानगरपालिकांना वस्तु व सेवा कर भरपाई अनुदानाचा वापर करता येईल. त्याचप्रमाणे करारनाम्यातील तरतूदीनुसार कोणत्याही नागरी स्थानिक स्वराज्य संस्थेने ईईएसएलसोबत केलेल्या करारनाम्यानुसार देय अन्युईटीचा परतावा ईईएसएलला एस्क्रो अकाऊंट द्वारे प्रदान करण्यात कुचराई केल्यास (Defaulted) अशी देय संबंधित नागरी स्थानिक स्वराज्य संस्थेस देय असलेल्या कोणत्याही प्रकारच्या अनुदानातून ईईएसएलला वळती करण्यात येईल.

८. सदर योजना अधिक किफायतशीर (Cost effective) व्हावी यासाठी, राज्य शासनाच्या उर्जा संवर्धन धोरणातील (परिच्छेद ३.१) पथदिव्यांमध्ये उर्जा बचतीचे प्रकल्प राबविण्यासाठी महाउर्जाकडून नागरी स्थानिक स्वराज्य संस्थांना कमाल रूपये ५० लक्ष पर्यंतचे देण्यात येणाऱ्या अर्थसहाय्याची रक्कम उपरोक्त उल्लेखित एस्क्रो अकाऊंटमध्येच जमा करण्यात यावी.

९. यानुसार एलईडी दिव्यांसाठी ईईएसएल सोबत करारनामा करणे व ईईएसएलच्या माध्यमातून उर्जाबचत उपक्रम राबविण्याची व या शासन निर्णयातील सर्व अनुषंगिक बाबींची कोटेकोर अंमलबजावणी करण्याची जबाबदारी संबंधित महानगरपालिका आयुक्त/ मुख्याधिकारी, नगरपरिषद/नगरपंचायत यांची राहील.

१०. हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०१८०६०४१५१६१६२०२५ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

Pandurang Jotiba Jadhav

Digitally signed by Pandurang Jotiba Jadhav
DN: c=IN, o=Government Of Maharashtra, ou=Urban Development Department, postalCode=400032, st=Maharashtra, 2.5.4.20=309d785e12fdc19db0612f1ffdf83e54efe7da2b1bc63d18df8e09b3c7eece65, cn=Pandurang Jotiba Jadhav
Date: 2018.06.04 15:18:26 +05'30'

(पां. जो. जाधव)
सह सचिव, महाराष्ट्र शासन

प्रत :-

१) महालेखापाल महाराष्ट्र-१, मुंबई.
२) मा.महालेखापाल महाराष्ट्र-२, नागपूर.
३) मा.मुख्यमंत्री यांचे अपर मुख्य सचिव,मंत्रालय,मुंबई.
४) मा. राज्यमंत्री (नगर विकास) यांचे खाजगी सचिव, मंत्रालय, मुंबई.
५) मा. मंत्री/ राज्यमंत्री (सर्व) यांचे खाजगी सचिव, मंत्रालय,मुंबई
६) मा.विरोधी पक्ष नेते, महाराष्ट्र विधानसभा/विधानपरिषद, विधानभवन, मुंबई.
७) सर्व सन्माननीय संसद सदस्य/ विधानसभा/विधानपरिषद सदस्य
८) मा.मुख्य सचिव यांचे सहसचिव, मंत्रालय, मुंबई.
९) अपर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई.
१०) अपर मुख्य सचिव, पाणीपुरवठा व स्वच्छता विभाग, मंत्रालय, मुंबई.
११) अपर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई.
१२) प्रधान सचिव, सार्वजनिक बांधकाम विभाग, मंत्रालय, मुंबई
१३) प्रधान सचिव (उर्जा), उद्योग उर्जा व कामगार विभाग, मंत्रालय, मुंबई
१४) प्रधान सचिव नगर विकास विभाग (२) यांचे स्वीय सहायक, मंत्रालय, मुंबई.
१५) आयुक्त तथा संचालक, नगरपरिषद प्रशासन संचालनालय, वरळी, मुंबई.
१६) कार्यकारी संचालक, महाराष्ट्र नागरी विकास अभियान संचालनालय, मुंबई

१७) व्यवस्थापकीय संचालक, एनर्जी एफिशिएन्सी सर्व्हिसेस लिमिटेड, नवी दिल्ली
१८) प्रादेशिक व्यवस्थापक, एनर्जी एफिशिएन्सी सर्व्हिसेस लिमिटेड, मुंबई
१९) महासंचालक, मेडा, पुणे
२०) उपसंचालक (उर्जा संवर्धन), मेडा, पुणे
२१) सर्व विभागीय आयुक्त
२२) सर्व जिल्हाधिकारी
२३) आयुक्त, सर्व महानगरपालिक
२४) मुख्याधिकारी, सर्व नगरपरिषदा
२५) मुख्याधिकारी, सर्व नगरपंचायती
२६) कार्यासन नवि-३३ / कार्यासन नवि-१६ / कार्यासन नवि-०४ नगर विकास विभाग
२७) निवडनस्ती, (नवि-२०)

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नाशिक महानगरपालिका नाशिक.

विषय: नाशिक मनपा क्षेत्रात स्मार्ट सिटी अंतर्गत PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठी तज्ञ समिती सदस्य नियुक्ती बाबत ..

उपरोक्त प्रकल्पासाठी नाशिक मनपा मार्फत Concessionaire नियुक्त करणेची प्रक्रीया सुरु आहे. सदरचे Concessionaire त्यांचे system चे Site demonstration करून त्याचा अहवाल तयार करणेसाठी खालील सदस्यांची नियुक्ती करणेत येत आहे.

१) प्रकल्प अधिकारी M.E.D.A. नाशिक.

२) कार्यकारी अभियंता MSEDCL नाशिक.

३) Electrical/IT Expert प्रकल्प सल्लागार M/s.KPMG-Wadia Techno Services.

४) कार्यकारी अभियंता (विद्युत) N.M.C नाशिक.

५) उप अभियंता (विद्युत) N.M.C. नाशिक.

वरील समितीने मनपाने सुचवीलेल्या Smart light system ची प्रत्यक्ष चाचणी करून त्याचा अहवाल अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांचे कडे सादर करावा.

आयुक्त
नाशिक महानगरपालिका, नाशिक.

नाशिक महानगरपालिका नाशिक.

विषय: नाशिक मनपा क्षेत्रात स्मार्ट सिटी अंतर्गत PPP तत्वावर स्मार्ट लाईटींग प्रकल्पासाठी तज्ञ समिती सदस्य नियुक्ती बाबत ..

उपरोक्त प्रकल्पासाठी नाशिक मनपा मार्फत Concessionaire नियुक्त करणेची प्रक्रीया सुरु आहे. सदरचे Concessionaire त्यांचे system चे Site demonstration करुन त्याचा अहवाल तयार करणेसाठी खालील सदस्यांची नियुक्ती करणेत येत आहे.

१) प्रकल्प अधिकारी M.E.D.A. नाशिक.

२) कार्यकारी अभियंता MSEDCL नाशिक.

३) Electrical/IT Expert प्रकल्प सल्लागार M/s.KPMG-Wadia Techno Services.

४) कार्यकारी अभियंता (विद्युत) N.M.C नाशिक.

५) उप अभियंता (विद्युत) N.M.C. नाशिक.

वरील समितीने मनपाने सुचवीलेल्या Smart light system ची प्रत्यक्ष चाचणी करुन त्याचा अहवाल अधिक्षक अभियंता(विद्युत-यांत्रिकी) यांचे कडे सादर करावा.

आयुक्त
नाशिक महानगरपालिका, नाशिक.

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ४६५ /२०१८
दिनांक :- १५ / ०९ /२०१८.

प्रति,

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विषय :- नाशिक मनपा व स्मार्ट सिटी अंतर्गत मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

महोदय,

नाशिक मनपा क्षेत्रात स्मार्ट सिटी अंतर्गत स्मार्ट लाईटिंग प्रकल्प राबविणेसाठी एजन्सी निश्चित करणेचे काम सुरु आहे. या प्रकल्पा अंतर्गत स्मार्ट लाईटिंग Fixture, स्मार्ट फिडर पॅनेल व CCMS सिस्टीम इत्यादीची (Demonstration) प्रत्यक्ष चाचणी घ्यावयाची आहे. सदरची चाचणी तज्ञ समितीच्या देखरेखी खाली घ्यावयाची आहे. मा.आयुक्त नाशिक मनपा तथा कार्यकारी संचालक स्मार्ट सिटी यांचे आदेशान्वये आपली नियुक्ती या तज्ञ समितीमध्ये झालेली आहे.

सबब नाशिक मनपाच्या क्षेत्रातील स्मार्ट लाईटिंग प्रकल्पाच्या चाचणी वेळी दि.१८ ते २१ सप्टेंबर २०१८ या कालावधीत आपण कार्यकारी अभियंता (विद्युत) यांचे कार्यालय, राजीव गांधी भवन, नाशिक मनपा येथे उपस्थित राहुन आपला तज्ञ समितीचा एकत्रित अहवाल निम्न स्वाक्षरीकार यांचेकडेस सुपुर्त करावा ही विनंती.

महाराष्ट्र ऊर्जा विकास अभिकरण (महाऊर्जा) नाशिक

महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्यादित नाशिक शहर-२

(एस.एम.चव्हाणके)
अधिक्षक अभियंता
विद्युत – यांत्रिकी विभाग
नाशिक महानगरपालिका,नाशिक

१) प्रकल्प अधिकारी MEDA, नाशिक
२) कार्यकारी अभियंता MSEDCL नाशिक
३) Electrical Expert प्रकल्पसल्लागार M/S. KPMG-Wadia Techno Services
४) कार्यकारी अभियंता (विद्युत) मनपा नाशिक -
५) उपअभियंता (विद्युत) मनपा, नाशिक -

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ४६५ /२०१८
दिनांक :- १५ / ०९ /२०१८.

प्रति,

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विषय :- नाशिक मनपा व स्मार्ट सिटी अंतर्गत मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

महोदय,

नाशिक मनपा क्षेत्रात स्मार्ट सिटी अंतर्गत स्मार्ट लाईटिंग प्रकल्प राबविणेसाठी एजन्सी निश्चित करणेचे काम सुरु आहे. या प्रकल्पा अंतर्गत स्मार्ट लाईटिंग Fixture, स्मार्ट फिडर पॅनेल व CCMS सिस्टीम इत्यादीची (Demonstration) प्रत्यक्ष चाचणी घ्यावयाची आहे. सदरची चाचणी तज्ञ समितीच्या देखरेखी खाली घ्यावयाची आहे. मा.आयुक्त नाशिक मनपा तथा कार्यकारी संचालक स्मार्ट सिटी यांचे आदेशान्वये आपली नियुक्ती या तज्ञ समितीमध्ये झालेली आहे.

सबब नाशिक मनपाच्या क्षेत्रातील स्मार्ट लाईटिंग प्रकल्पाच्या चाचणी वेळी दि.१८ ते २१ सप्टेंबर २०१८ या कालावधीत आपण कार्यकारी अभियंता (विद्युत) यांचे कार्यालय, राजीव गांधी भवन, नाशिक मनपा येथे उपस्थित राहुन आपला तज्ञ समितीचा एकत्रित अहवाल निम्न स्वाक्षरीकार यांचेकडेस सुपुर्त करावा ही विनंती.

(एस.एम.चव्हाणके)
अधिक्षक अभियंता
विद्युत – यांत्रिकी विभाग
नाशिक महानगरपालिका,नाशिक

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ४६५ /२०१८
दिनांक :- १५/०९ /२०१८.

प्रति,
कार्यकारी अभियंता (विद्युत)
मनपा, नाशिक.

विषय :- नाशिक मनपा व स्मार्ट सिटी अंतर्गत मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

महोदय,

नाशिक मनपा क्षेत्रात स्मार्ट सिटी अंतर्गत स्मार्ट लाईटिंग प्रकल्प राबविणेसाठी एजन्सी निश्चित करणेचे काम सुरु आहे. या प्रकल्पा अंतर्गत स्मार्ट लाईटिंग Fixture, स्मार्ट फिडर पॅनेल व CCMS सिस्टीम इत्यादीची (Demonstration) प्रत्यक्ष चाचणी घ्यावयाची आहे. सदरची चाचणी तज्ञ समितीच्या देखरेखी खाली घ्यावयाची आहे. मा.आयुक्त नाशिक मनपा तथा कार्यकारी संचालक स्मार्ट सिटी यांचे आदेशान्वये आपली नियुक्ती या तज्ञ समितीमध्ये झालेली आहे.

सबब नाशिक मनपाच्या क्षेत्रातील स्मार्ट लाईटिंग प्रकल्पाच्या चाचणी वेळी दि.१८ ते २१ सप्टेंबर २०१८ या कालावधीत आपण कार्यकारी अभियंता (विद्युत) यांचे कार्यालय, राजीव गांधी भवन, नाशिक मनपा येथे उपस्थित राहुन आपला तज्ञ समितीचा एकत्रित अहवाल निम्न स्वाक्षरीकार यांचेकडेस सुपुर्त करावा ही विनंती.

(एस.एम.चव्हाणके)
अधिक्षक अभियंता
विद्युत – यांत्रिकी विभाग
नाशिक महानगरपालिका,नाशिक

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ४६५ /२०१८
दिनांक :- १५ /०९ /२०१८.

प्रति,
उपअभियंता (विद्युत)
मनपा, नाशिक

विषय :- नाशिक मनपा व स्मार्ट सिटी अंतर्गत मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

महोदय,

नाशिक मनपा क्षेत्रात स्मार्ट सिटी अंतर्गत स्मार्ट लाईटिंग प्रकल्प राबविणेसाठी एजन्सी निश्चित करणेचे काम सुरु आहे. या प्रकल्पा अंतर्गत स्मार्ट लाईटिंग Fixture, स्मार्ट फिडर पॅनेल व CCMS सिस्टीम इत्यादीची (Demonstration) प्रत्यक्ष चाचणी घ्यावयाची आहे. सदरची चाचणी तज्ञ समितीच्या देखरेखी खाली घ्यावयाची आहे. मा.आयुक्त नाशिक मनपा तथा कार्यकारी संचालक स्मार्ट सिटी यांचे आदेशान्वये आपली नियुक्ती या तज्ञ समितीमध्ये झालेली आहे.

सबब नाशिक मनपाच्या क्षेत्रातील स्मार्ट लाईटिंग प्रकल्पाच्या चाचणी वेळी दि.१८ ते २१ सप्टेंबर २०१८ या कालावधीत आपण कार्यकारी अभियंता (विद्युत) यांचे कार्यालय, राजीव गांधी भवन, नाशिक मनपा येथे उपस्थित राहुन आपला तज्ञ समितीचा एकत्रित अहवाल निम्न स्वाक्षरीकार यांचेकडेस सुपुर्त करावा ही विनंती.

(एस.एम.चव्हाणके)
अधिक्षक अभियंता
विद्युत – यांत्रिकी विभाग
नाशिक महानगरपालिका,नाशिक

Rohankar
7030927278

महाराष्ट्र ऊर्जा विकास अभिकरण

(महाराष्ट्र शासनाची संस्था)

नाशिक विभागीय कार्यालय

वि.का.ना./फा.नं.१५१/२०१८-१९/५७६ दि. २६/०९/२०१८

प्रति,

मा. अधिक्षक अभियंता
विद्युत - यांत्रिकी विभाग,
नाशिक महानगरपालिका,
जि. नाशिक.

विषय :- नाशिक मनपा व स्मार्ट सिटी अंतर्गत मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत..

संदर्भ :- आपले पत्र क्र. जा.क्र.मनपा/विद्युत/वशि/४६५/२०१८ दिनांक:- १५/९/२०१८

महोदय,

उपरोक्त संदर्भीय पत्र अवलोकनी यावे. सदर पत्रात नमुद केल्या प्रमाणे नाशिक मनपा व स्मार्ट सिटी अंतर्गत मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणेसाठी एजन्सी निश्चित करणेचे काम सुरु आहे. या प्रकल्पा अंतर्गत स्मार्ट लाईटिंग Fixture. स्मार्ट फिडर पॅनेल व CCMS सिस्टीम इत्यादींची (Demonstration) प्रत्यक्ष चाचणी घ्यावयाची आहे. सदरची चाचणी तज्ञ समितीच्या देखरेखी खाली घ्यावयाची आहे. मा. आयुक्त नाशिक, मनपा तथा कार्यकारी संचालक स्मार्ट सिटी यांचे आदेशान्वये तज्ञ समिती स्थापन झालेली आहे.

तरी वरील बाबीच्या अनुषंगाने सदर तज्ञ समितीत महाऊर्जाच्यावतीने प्रकल्प अधिकारी ऐवजी डॉ. निलेश रोहनकर, विभागीय महाव्यवस्थापक, महाऊर्जा, विभागीय कार्यालय, नाशिक यांचा समावेश करण्यात यावा, ही विनंती.

वरील प्रमाणे समावेश झाल्याचे या कार्यालयास अवगत करावे व तज्ञ समिती तपशिल पाठवावा जेणे करून याबाबत पुढील कार्यवाही करणे सुकर होवू शकेल.

आपला विश्वासू,

(अनंत अग्निहोत्री)
व्यवस्थापक
महाऊर्जा, विभागीय कार्यालय, नाशिक

विभागीय कार्यालय : नाशिक जिल्हा कृषि औद्योगिक सहकारी संघ लि. नाशिक, कृषि भवन, तळमजला, एन.डी.सी.सी. बँकेशेजारी, द्वारका पॉईंट
नवीन मुंबई आग्रा रोड, नाशिक - ४२२ ०११ E-mail : domedanasik@mahaurja.com दूरध्वनी : ०२५३ - २५९८६८५
मुख्यालय : स.नं.१९१, फेज नं-१, म्हाडा वाणिज्य संकुल, दुसरा मजला, त्रिदलनगर समोर, येरवडा, पुणे ४११ ००६. दूरध्वनी : ०२०-२६६१४३९३/२६६१४४०३
फॅक्स : ०२०-२६६१५०३१ E-mail : meda@mahaurja.com Web site : http://www.mahaurja.com

Nashik Municipal Corporation (NMC)
Electrical-Mechanical Department

No.: NMC/Electrical/551/2018

Date: 19/10/2018

E-Tender no. 16 (2018-19)

Nashik Municipal Corporation (NMC) invites bids to execute the following work.

Sr. No.	Name of work	Cost of blank tender from (in INR to be paid online only)	Earnest Money Deposit	Duration of Work	Tender Publishing Date	Tender form Availability Date	Pre-Bid meeting	Last date of tender form availability	Last date of online submission	Technical Envelope opening Date
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The blank tender forms would be available on www.mahatenders.gov.in.The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

The bidder shall submit its Pre-Qualification Proposal (Envelope-A), Technical Proposal (Envelope-B) and Financial Proposal (Envelope-C) in the prescribed format online as provided in detailed tender notice.

The Financial Proposal (Envelope C) shall be opened subsequently of agencies whose technical proposal have been found acceptable.

Rights to reject any or all tenders without assigning any reasons thereof are reserved by Competent Authority of Nashik Municipal Corporation (NMC) and whose decision will be final and legally binding on all the bidders.

Sd/-

Head of the Department (Electrical - Mechanical Department)

Nashik Municipal Corporation, Nashik

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ५५६ /२०१८
दिनांक :- २८ / १० /२०१८
NMC/ELECMECH/OWL/2018/ 1431

प्रति,
जनसंपर्क अधिकारी,
नाशिक महानगरपालिका,नाशिक.

विषय :- विद्युत विभाग ई-निविदा सुचना क्र.१६ (सन-२०१८-१९) प्रसिध्द करणेबाबत.

विद्युत विभागाकडील जाहीर ई-निविदा सुचना क्र.१६ ही सर्वाधीक खपाच्या एक स्थानीक मराठी दैनिक वर्तमानपत्र, एक राज्यस्तरीय मराठी व हिंदी दैनिक वर्तमानपत्र व एक राष्ट्रीय स्तरावरील इंग्रजी दैनिक वर्तमानपत्रात प्रसिध्द करणेसाठी सोबत जोडलेले आहे. सदरची निविदा सुचना छोटया अक्षरात(छोटया Font) मध्ये प्रसिध्द करणेत यावी.

प्रसिध्द झालेली जाहीर ई-निविदा इकडील कार्यालयात सादर करणेत यावी.

कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक

जनसंपर्क विभाग :
सेवा विभाग :

प्रेस जनरल दि २१/१०/१८

Nashik Municipal Corporation (NMC)
Electrical - Mechanical Department
E-Tender No.16 (2018-19)

No.:NMC/Electrical/551/2018 Date:19/10/2018

Nashik Municipal Corporation (NMC) invites bids to execute the following work.

Sr. No.	Name of work	Cost of blank tender from (In INR to be paid online only)	Earnest Money Deposit	Duration of Work	Tender Publishing Date	Tender form Availability Date	Pre-Bid meeting	Last date of tender form availability	Last date of online submission	Technical Envelope opening Date
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The blank tender forms would be available on **www.mahatenders.gov.in.** The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

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The ncial Proposal (Envelope -C) shall be opened subsequently of agencies whose technical proposal have been found acceptable.

Rights to reject any or all tenders without assigning any reasons thereof are reserved by Competent Authority of Nashik Municipal Corporation (NMC) and whose decision will be final and legally binding on all the bidders.

Sd/-
Head of the Department (Electrical - Mechanical Department)
Nashik Municipal Corporation, Nashik

जनसंपर्क जा.क्र./२७५/ दि. २०/१०/२०१८

पाणी अडवा, पाणी जिरवा..

जनसंपर्क अधिकारी
नाशिक महानगर पालिका, नाशिक

नाशिक महानगरपालिका, नाशिक

सुवर्ण जयंती शहरी रोजगार योजना (विनामुल्य)

प्रतिज्ञापत्र

मी _____

श्री./श्रीमती _____

_____ ह्यांचा

मुलगा / मुलगी / पत्नी वय वर्ष _____

पूर्ण पत्ता _____

_____ येथील रहिवासी असून

मी केंद्र व राज्य शासन पुरस्कृत सुवर्ण जयंती शहरी रोजगार योजनेअंतर्गत रू. _____

(अक्षरी रू. फक्त) चे कर्ज घेऊ इच्छितो / इच्छिते.

या पत्राद्वारे मी असे जाहीर करू इच्छितो / इच्छिते की,

१) मी _____ या शहराचा कायम रहिवासी असून सदर शहरात माझे सतत _____ वर्षे वास्तव्य आहे.

२) मला _____ अधिकाऱ्यामार्फत मिळालेले रेशनकार्ड क्र. _____ मध्ये माझ्यासह नोंदविलेल्या सर्व सदस्यांचे वार्षिक उत्पन्न रू._____ आहे.

३) मी केंद्र अथवा राज्य शासनाच्या गरिबांसाठी असलेल्या कोणत्याही योजनेअंतर्गत, कोणत्याही बँकेकडून अथवा आर्थिक संस्थेकडून कर्ज अथवा अनुदान घेतलेले नाही)

४) यापुढे मी असेही जाहीर करतो / करते की मी कोणत्याही बँकेचा अथवा पतसंस्थेचा / पतसंस्थेची थकबाकीदार नाही.

५) योजनेच्या नियमाप्रमाणे मंजूर कर्ज रकमेच्या ५% रक्कम बँकेमध्ये भरण्यास मी तयार आहे.

अर्जदाराची सही _____

दिनांक :- / / २०१

अर्जदाराचे संपूर्ण नाव _____

व पत्ता _____

_____

सहाय्यक उपायुक्त (प्र.)

नाशिक महानगरपालिका, नाशिक

सामना दि 29/10/18

Nashik Municipal Corporation (NMC)
Electrical - Mechanical Department
E-Tender No.16 (2018-19)

No.:NMC/Electrical/551/2018

Date:19/10/2018

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Sd/-
Head of the Department (Electrical - Mechanical Department)
Nashik Municipal Corporation, Nashik

जनसंपर्क जा.क्र./२७५/ दि. २०/१०/२०१८

पाणी अडवा, पाणी जिरवा

जनसंपर्क अधिकारी
for नाशिक महानगर पालिका, नाशिक

नाशिक महानगरपालिका,नाशिक

सुवर्ण जयंती शहरी रोजगार योजना

झोपडपट्टीचे / विभागाचे / गावाचे नाव _____

घर /झोपडी क्रमांक

कुटुंब प्रमुखाचे नाव _____

कुटुंबाचे मासिक उत्पन्न (आर्थिक दुर्बल घटकासाठी)

१) उमेदवाराचे नाव _____ वय _____ स्त्री /पुरूष

२) धर्म व जात _____ अ.जा./अ.ज./भ.वि.जा. असल्यास दाखला आहे काय?

३) वैवाहिक स्थिती :विवाहीत /अविवाहीत. कुटुंब प्रमुखाशी नाते _____

४) शैक्षणिक पात्रता _____

५) सध्याचा व्यवसाय _____

६) व्यवसायिक प्रशिक्षण घेतले आहे काय? _____

असल्यास कोणते ? _____

७) व्यवसायिक प्रशिक्षणास इच्छुक आहे काय? _____

कोणते? _____

८) जुन्या व्यवसायात कर्जाची गरज आहे का? _____

असल्यास किती? _____

९) नवीन व्यवसाय सुरू करण्यास इच्छुक आहे काय? _____

असल्यास _____

_____

१०) व्यवसायात शहरात शहराबाहेरमागणी आहे काय? _____

१०) बँकेतील मिळणाऱ्या कर्जाकरिता आवश्यक तो करारनामा करून कर्ज परतफेडीची तयारी आहे काय?

१२) विशेष माहिती

अर्जदाराची सही

_____

कार्यालयीन उपयोगासाठी

नाव _____ वय

सुवर्ण जयंती शहरी रोजगार योजनेत सहभागी होण्यास पात्र आहेत/नाहीत.

त्यांनी निवडलेल्या व्यवसायास शहरात/ शहराबाहेर मागणी राहील. ते प्रशिक्षणास/नवीन व्यवसाय सुरू करण्यास /जुना व्यवसाय कायम करण्यास पात्र आहेत. ते त्यांच्या नवीन/जुन्या व्यवसायास योजनेचा फायदा मिळण्यास पात्र आहेत.

उपायुक्त(प्र.)

नाशिक महानगरपालिका, नाशि

सकाळ 29/9/18

Nashik Municipal Corporation (NMC)
Electrical - Mechanical Department
E-Tender No.16 (2018-19)

No.:NMC/Electrical/551/2018 Date:19/10/2018

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Rights to reject any or all tenders without assigning any reasons thereof are reserved by Competent Authority of Nashik Municipal Corporation (NMC) and whose decision will be final and legally binding on all the bidders.

Sd/-
Head of the Department (Electrical - Mechanical Department)
Nashik Municipal Corporation, Nashik

जनसंपर्क जा.क्र./२७५/ दि. २०/१०/२०१८

पाणी अडवा, पाणी जिरवा..

जनसंपर्क अधिकारी
नाशिक महानगर पालिका, नाशिक

११) मासिक उत्पन्न नग / किलो

१२) प्रत्येक नग/किलो मागे/विक्री किंमत रूपये _____

१३) एकूण विक्री रूपये _____

१४) एकूण मासिक खर्च

१) कच्चा माल २) नोकरांचा पगार रू. १) कुशल २) अकुशल

३) स्वत:च्या मासिक खर्चासाठी रू. ४) भाडे रू.

५) वीज /पाणी बील रू. ६) इतर अनुषंगिक मासिक खर्च रू.

१५) एकूण मासिक प्राप्ति रू. _____ अ –ब) क)

१६) कर्ज मागणीचा तपशील

१) कर्ज मुदतीचे कर्ज (यंत्र सामुग्री, हत्यारे, अवजारे, शेड वगैरे) /कच्च्या मालासाठीचा तपशील

अ.क्र.	वस्तुंचा तपशील	पुरवठादार	किंमत रू.
१)			
२)			
३)			
४)			
५)			

एकूण रूपये ड)

२) खेळते भांडवल : व्यवसायासाठी:

एक महिन्यांचा माल साठविण्यासाठी लागणारे भांडवल रू. अथवा उद्योगासाठी कच्चा माल

साठविण्याचा कमीत –कमी कालावधी दिवस

कच्च्या मालाचे पक्क्या मालात रूपांतर होण्याचा कालावधी दिवस

पक्का माल विक्रीपर्यंत साठविण्याचा कालावधी दिवस

विक्रीकर अपेक्षित उधारीचा कालावधी दिवस

एकूण कार्यकालावधी दिवस

खेळते भांडवल – ब) x फ) रूपये (फ)

३) एकूण संयुक्त खर्च– ड) ३० x ग रू. (ग)

व्यवसायासाठी

अथवा ड x ग उद्योगासाठी

अर्जदाराची स्वाक्षरी _____

दिनांक / /२०

तालुका: जिल्हा–नाशिक

मुलाखत घेणाऱ्या महानगरपालिका

अधिकाऱ्याची सही व हुद्दा

eProcurement System Government of Maharashtra

Published Corrigendum Details

Date : 23-Oct-2018 06:18 PM

Print

Organisation Chain :	Nashik Municipal Corporation||Electric Department
Tender ID :	2018_NMC_301742_2
Tender Ref No :	NMC/ELED/39/2017-18
Tender Title :	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design
Corrigendum Type :	Cancellation of Tender

Corrigendum Document Details

Corr.No.	Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
1	Cancellation of Tender	Cancellation of Tender	23-Oct-2018 06:18 PM	Corr.pdf	19.93

eProcurement System Government of Maharashtra

Maharashtra Tenders

Tender Details

Date : 23-Oct-2018 06:44 PM

Print

Basic Details			
Organisation Chain	Nashik Municipal Corporation||Electric Department		
Tender Reference Number	NMC/ELED/16/2017-18		
Tender ID	2018_NMC_365389_1		
Tender Type	Open Tender	**Form of contract**	Item Rate
Tender Category	Works	**No. of Covers**	4
General Technical Evaluation Allowed	No	**ItemWise Technical Evaluation Allowed**	No
Payment Mode	Online	**Is Multi Currency Allowed For BOQ**	No
Is Multi Currency Allowed For Fee	No	**Allow Two Stage Bidding**	No

Payment Instruments

Online Bankers	S.No	Bank Name
	1	SBI Bank

Cover Details, No. Of Covers - 4

Cover No	Cover	Document Type	Description
1	Fee	.pdf	Tender Fee
2	PreQual	.pdf	PreQual
3	Technical	.pdf	As Per Tender Document
4	Finance	.pdf	Commercial Bid

Tender Fee Details, [Total Fee in ₹ * - 11,907]

Tender Fee in ₹	11,907		
Fee Payable To	via Payment Gateway	**Fee Payable At**	Online
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	85,00,000	**EMD Exemption Allowed**	Yes
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	via Payment Gateway	**EMD Payable At**	Online

Work /Item(s)

Title	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design				
Work Description	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor	NA				
Tender Value in ₹	0.00	**Product Category**	Electrical Works	**Sub category**	NA
Contract Type	Tender	**Bid Validity(Days)**	180	**Period Of Work (Days)**	2830
Location	Nashik Municipal Corporation	**Pincode**	422002	**Pre Bid Meeting Place**	Nashik Municipal

					Corporation Rajiv Gandhi Bhavan,
Pre Bid Meeting Address	Nashik Municipal Corporation , Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422001	**Pre Bid Meeting Date**	30-Oct-2018 03:00 PM	**Bid Opening Place**	Nashik Municipal Corporation
Should Allow NDA Tender	No	**Prequalification Approval Date**	NA	**Allow Preferential Bidder**	No

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	22-Nov-2018 03:00 PM
Document Download / Sale Start Date	23-Oct-2018 06:55 PM	**Document Download / Sale End Date**	21-Nov-2018 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	21-Nov-2018 03:00 PM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	NIT	109.33

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	TD.pdf	TD	1163.70
2	Additional Documents	CommercialBid.pdf	Commercial Bid	2286.17

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	dipakvanmali@gmail.com	Devendra B Vanmali	Devendra B Vanmali
2.	anilsgb504@gmail.com	Anil Gaikwad	Anil S Gaikwad
3.	hemantpatil14@gmail.com	Hemant Patil	Hemant K Patil

Tender Inviting Authority

Name	HOD Electrical Department
Address	Nashik Municipal Corporation , Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422001

Tender Creator Details

Created By	Devendra B Vanmali
Designation	Dy. Engineer
Created Date	23-Oct-2018 06:34 PM

Nashik Municipal Corporation

Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

Date: - 30/10/2018

Tender No. - **2018_NMC_365389_1**

Tender Name: - **Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.**

Subject: **Pre-bid meeting for Smart LED Street Light Project.**

Sr. No.	Name	Designation & Organization	Contact Number	Email ID	Sign
1	ABHISHEK DAS	Manager - Business Development TATA PROJECTS LTD.	7506067471	abhishekdas@tataprojects.com	Abhishek
2	SARTHAK NAYAK	PRODUCT MANAGER HAVELLS	9980756198	Sarthak.nayak@havells.com	[illegible]
3	SHYAMANTA SHARMA,	SNR - MANAGER, TATA COMM.	9899299045	shyamanta.sharma@tatacommunications.com	[illegible]
4	RAJWARDHAN MATHURIA	TRANSRAIL LIGHTING LTD Sr - MANAGER - SALES	9820053893	rajwardhan.mathuria@transraillighting.com	[illegible]
5	APURVA VAIDYA	SALES MANAGER LUMEVA LIGHTING	9820402858	apurva.vaidya@lumeva.in	[illegible]
6	Sanket Nirphale	Sales executive Lumeva lights.	7720045096	sales@lumeva.in	[illegible]
7	M. Sudhakara	Project Engineer iRam Technologies Pvt Ltd.	9986571796	uday@iramtech.com	[illegible]
8	Manish Rathi	Research Centre Sun Pvt Ltd	9822616615	manishrathi@rcssgroup.com	[illegible]
9	Nandkumar Somvanshi	eSmart energy Soln Ltd.	937210233	nbsomvanshi@yahoo.co.in	[illegible]

Nashik Municipal Corporation

Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

Sr. No.	Name	Designation & Organization	Contact Number	Email ID	Sign
10	Ganesh Therge	AGM esmart energy Soln	9422453692	ganeshtherge@esmartlighting.com	
11	Sonawane H. G.	G-M winwalk system	9604080692	winwalk system@gmail.com	
12	Ramesh Parihar	GM Winwalk Systems	9890188789	winwallsystem@gmail.com	
13	Prakash Thavil.	CEO	9420735855	ceo@nashiksmartcity.in	
14					
15					
16					
17					
18					
19					
20					
21					
22					

Nashik Municipal Corporation

Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

Sr. No.	Name	Designation & Organization	Contact Number	Email ID	Sign
23					
24					
25					
26					
27					
28					
29					
30					

Subject **FW: Pre bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model**

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>

Cc Amol Nisal <amolnisal@tataprojects.com>

Date 2018-11-01 17:31

Priority Highest

- Pre Bid Queries appended list - Nashik revised tender.xlsx (~14 KB)

Dear Sir

Greetings from Team Tata Projects !!

With reference to the pre bid discussion on the subject , please acknowledge the appended list of our prebid queries on Excel format as desired by your good self (attached herewith).

We look forward to your positive response on our queries raised to enable us to participate in the tender.

Thanking you in anticipation

Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

From: Abhishek Das
Sent: 31 October 2018 17:35
To: ee_electrical@nmc.gov.in; ee2electrical@nashikcorporation.in; pmc@nashiksmartcity.in
Cc: Amol Nisal <amolnisal@tataprojects.com>
Subject: RE: Pre bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model

Dear Sir

Further more to it , please clarify on the no. of switching points in NMC area

Page No. 57 – Quantity of Switching points is mentioned as 1840 nos
Page no.117 – Quantity of Switching points is mentioned as 1574 nos

Please confirm on the above quantity

Thanks & Regards

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification	Clarification Sought	Reason for Change
1	IV : Scope of Work	4.2	47	Guranteed Energy Savings : The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status	Guranteed Energy Savings : The minimum guaranteed energy savings, with the installation of LED street lights, should be 54% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status	Concessionaire needs to replace existing LED fixtures also . Also the BOQ contains 96 W T5 fixtures and 70 W HPSV fixtures . All put together is approx 43000 lights in which the energy savings would be less than 50 % (average)from the existing consumption . So we request the percentage guranteed energy savings to reduce to 54%
2	IV : Scope of Work	4.3	47	Monetization through Advertisement Rights - The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height	We request complete deletion of this clause from the RFP	1. For putting up advertisement billboards on the pole or the median , power needs to be provided from the streetlight network which will impact energy savings . 2. TPL being a ESCO company and the project also an essentially a ESCO project will have a dilution of cause . This will not attract bidders as the nature of this job is unknown to bidders like ESCO companies . It is advisable to float separate tender for the advertisement rights

3	III : Instructions to Concessionaires	3.13	28	Earnest Money Deposit (EMD) : For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.	The norm of other tenders of similar nature accepts Bank Gurantee from a Nationalised Bank also as EMD for Bid security purpose	The amount of 85 lakhs INR asked for EMD in Online/ DD /FDR mode is a huge investment . We propose to add Bank Gurantee from any nationalised bank of similar amount to be added as an option for submit EMD
4	IV : Scope of Work	4.11	59	In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items	While the CONCESSIONAIRE will address any theft related to material, theft of energy (illegal drawal of power)cannot by addressed by CONCESSIONAIRE. Concessionaire will inform the NMC and NMC has to take further action / lodging of FIR and necessary steps to stop the theft .	CONCESSIONAIRE will report any theft related to electricity to NMC which shall then take the corrective action wrt to removal of theft and lodging of FIR. In addition to this CONCESSIONAIRE should not be held responsible for any energy loss on account of theft due to illegal drawal of power.
5	IV : Scope of Work	4.1.1	45	The Concessionaire to carry out survey of all the roads in PAN City area where the new LED Light Fixtures are to be installed. Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement. Concessionaire needs to submit a detailed report of survey and design to NMC. (within 15 days).	The Concessionaire to carry out survey of all the roads in PAN City area where the new LED Light Fixtures are to be installed. Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement. Concessionaire needs to submit a detailed report of survey and design to NMC. (within 45 days).	The survey to find out asset deficiency of the network is a time taking and critical exercise which would require access to all parts of the network and find out each and every detail related to the streetlight network With our previous experiences in other cities we feel a practical timeline would be 45 days to complete the survey and submit the detailed report to the authorities

6	IV : Scope of Work	4.1.3	46	The total comprehensive warranty for these new LED lights is for throughout the Project duration of 7 Years and installation period 9 months from the date of GO-Live. During this period, the Concessionaire has to provide the replacement of all defective LED luminaries and other equipment's related to LED fittings of all types installed.	The total comprehensive warranty for these new LED lights is for throughout the Project duration of 7 Years and installation period of 12 months from the date of GO-Live. During this period, the Concessionaire has to provide the replacement of all defective LED luminaries and other equipment's related to LED fittings of all types	In the first two -three months survey work and upgradation of existing network needs to take place. Only then Installation & commissioning can start on phased manner. With our experiences of other cities where projects are under execution , we feel that practical deadline needs to be 12 months for implementation phase from the date of Go Live
7	IV : Scope of Work	4.10. (point no. 3)	56	Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work	Concessionaire will procure . Will the NMC facilitate to bear the permits from the respective government departments - Please clarify	
8	IV : Scope of Work	4.10. (point no. 7)	57	Service Wire : The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated	The specification mentioned for Service Wire (Diameter of 10 sq mm , PVC insulated , 4 core Aluminium wire) is it for power supply to CCMS panels .. Please clarify on it . Also the the cable from JB to fixture - aluminium cable can be used (as copper cables are prone to theft)	

9	IV : Scope of Work	4.9.1.1	56	Baseline Energy Consumption : Other details : The actual Baseline Energy Bill shall include two items: 1) Energy Consumption Cost at Unit Rate, and 2) Wheeling Charges. Average Monthly Baseline Energy Bill is computed in the same method as above. Both these baseline figures shall be considered to arrive at Energy Saving for each month during O & M Period (considering the Unit Rate prevalent then, as may be seen from the monthly electricity bill). As a general guidance, average annual rate of increase of power charges of MSEDCL is 8% or at actuals.	Baseline Energy Consumption : Other details : The actual Baseline Energy Bill shall include two items: 1) Energy Consumption Cost at Unit Rate, and 2) Wheeling Charges. Average Monthly Baseline Energy Bill is computed in the same method as above. Both these baseline figures shall be considered to arrive at Energy Saving for each month during O & M Period (considering the Unit Rate prevalent then, as may be seen from the monthly electricity bill). As a general guidance, average annual rate of increase of power charges of MSEDCL is 8% .	Energy Savings payment is the only definite revenue stream in this project for the concessionaire . It is proposed to keep the escalation percentage fixed at 8% . Any reduction in this will impact the project viability
10	Addition of Clause			Payment Terms : in the RFP , the payment would be starting after complete installation and commissioning of entire 92014 fixtures and 1840 switching panels are completed .	As the project involves capex investment of more than 100 crs , we request NMC to consider payment on milestone basis of batch of 15000 fixtures and corresponding switching panels , this will provide a healthier project financials and more attractive pricing from the bidders	
11	IV : Scope of Work	4.10.8	57	Switching panels : The Pan City area comprises of poles that are under jurisdiction of NMC. There are a total of around 92014 luminaires in place being operated by approximately 1840	Page no. 117 - Draft agreement - The Project area comprises of total of 92014 luminaires in place being operated by 1574 switching points/ feeder panels	Please clarify on the correct switching points quantity

12	VII : Service Level Agreements	7.2	87	Post Implementation SLAs : 1 Uptime >= 99.5% No Deduction (99.5%- Uptime %) of Quarterly Payment. For 2 Uptime < 99.5% example if uptime of component is 95%, then penalty	Post Implementation SLAs : 1 Uptime >= 98% No Deduction	The minimum uptime to be maintained is mentioned as >= 99.5% which is very stringent We suggest to reduce the minimum uptime to >=98%
13	IV : Scope of Work	4.10.14	58	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS	Please clarify on specific items who will pay for the upgradation and for which period - will pole painting will be reimbursed by NMC ?	
14						

Subject	**Recall: Pre bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model**
From	Abhishek Das <abhishekdas@tataprojects.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>
Cc	Amol Nisal <amolnisal@tataprojects.com>
Date	2018-11-01 17:33

Abhishek Das would like to recall the message, "Pre bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model".

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Subject	**Re: 2018_NMC_365389_1 : Pre-Bid Queries for NMC Street Lights**
From	Shyamanta Sharma <Shyamanta.Sharma@tatacommunications.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>
Cc	Pankaj Gandhi <Pankaj.Gandhi@tatacommunications.com>, Lalit Mishra <lalit.mishra@tatacommunications.com>, Sachin Pukale <Sachin.Pukale@tatacommunications.com>
Date	2018-11-01 18:34

- Pre-bid Queries_ Tata Communications_V0.1.xlsx (~15 KB)

Dear Sir/Madam,

In addition to the query file submitted earlier (please find attached), we would like to request you the below information : -

1. Number of Feeder panel currently used
2. Wattages of the feeder panels

The above information is requested to evaluate the number of GLM (Group Level Monitoring) panels that would be required post ILMs (Individual Level Monitoring controllers) are connected. As the lamps of 90W and above will require Individual monitoring, we understand those lights will not be connected to the feeder. As per this information, we would have to do the sizing (number and capacity) of the new GLMs to make the suitable Solution document for the bid.

Please let us know should there be any concerns. We assure you all our help throughout this bid.

With Best Regards,

Shyamanta Sharma
Snr. Manager – IoT Sales
Tata Communications Limited | 15th Floor, Parinee Crescenzo (Standard Chart Bank) Tower, G Block , Bandra Kurla Complex, Bandra (East) , Mumbai, Pin 400051, India
DeskPhone +91 22 662 89 443 I Mobile + 91 9899 29 9045 I email: shyamanta.sharma@tatacommunications.com

Shaping the future with making India fully Digital: One Nation One IoT network: https://youtu.be /JTfbSuSRX18

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Sr.No	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reasons for Clarification/Change
1	4.2 Guaranteed savings:	-	47	The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.	Do we need to capture baseline wattage data in system with lamp type?Pl. confirm	Scope Clarification
2	4.3 Monetization Through Advertisement	1	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered	Pl. share the details needed for advertisement board power supply .	For Digital Advt boards, Power Supply Scope is required for Clarity
3	4.3 Monetization Through Advertisement	3	48	The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.	How will electricity given to advertisement banner from pole? Please share wiring diagram with design details . Would the wiring for banner seperaate from Lamps or same pole line will be used ?	For Digital Advt boards, Power Supply Scope is required for Clarity
4	5.5. Central Street Lighting Management System Functional	3	73	The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways	Is Supplier expected to give issue logging / ticket/ CRM or equivalent system as part of deliverable ? Please elaborate the scope of features expected in this system	Scope Clarification
5				General	why gateway is needed, why can't Public network be used	Public Network will reduce the cost as well as efforts to maintain a network post the O&M phase. Incase of Priate network deployed specifically for the project will increase the cost as well as effort in maintaining the network during and after O&M phase.
6				General	Please share number of group level controllers (GLM)and Individual level controllers(ILM) numbers and Poles with two individual lamps	Number of Feeder pannel (GLM) and exected ILM controlling two lamps is required for estimation

7		concession period	16	10 years + 9 months including installation and pg no 46 of 166 Cl no 4.1.3 point no 1 - implementation project duration period is shown as 7 years + 9 months.	Kindly clarify the O&M duration	
8	IV - Scope of work	4.1.1 - Survey	45	Concessionaire to carry out SURVEY of all roads and define power requiremetns for replacements	Request to provide Asbuilt drawings,cable layout and pole layout dwgs .	Required for planning of replacement and arriving at lux levels.
9		4.4	50	O&M of Street light conductor and UG cables will be in scope of concessionaire	The NMC shall handover all conductors and under ground cables in good working and operational condition to the concessionaire	
10		4.4	51	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.	The lux level are function of lumen output of Street light fitting , Height of Pole and Spacing between Poles. In case the height of Pole and Spacing between Poles is found to be inadequate, desired average lux levels / Uniformity as per NLC standards cannot be achieved.	
11		4.1	57	The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Aluminum flexible wire 4C x 10 sqmm is not envisaged	3 c x 1 sqmm Copper flexbile cable can be used between Over head wires to Street light JB since LED Street lights have low power requirements and do not need higher starting current w.r.t HPSV lamp
12		4.11	59	In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC and will also file an FIR.	In case of theft, It is requested that Concessinaire shall inform NMC for thefts with required proof. NMC shall inform police to take further action. In case of frequent thefts NMC have to bear the losses	
13		4.11 pt no 10.3	60	The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required.	Snce the overhead conductor network will be owned by MSEDCL, we feel that it should be the responsibility of MSEDCL to provide quality power	

14			21	Bid submission date 21.11.2018	Bid submission date 21.12.2018	Due to the up-coming festive season and holidays, we request for 4 weeks extension considering the Scope of works and preliminary study required at site for competitive bid preparation
15		4.10.9	57	Bracket arm / Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.		Concessionaire shall cover max. of 2 % of the total qty. of Street light points where free replacements if envisaged during implementation. Same would be informed before starting of implementation during the SURVEY report post award of Contract. If the qty. exceeds during the survey than NMC would arrange the same and make it available to the Concessionaire during implementation.
16		4.9.12	56	Energy Saving tariff flat rate @ 6.62 Rs / - for Concession period	Traiff gets revised regularly by DISCOMS, so during concession period if such revision happens then applicable tariff to be suitably modified	
17	V - functional and Technical specification	5.1.i	67	LED luminaire technical specification	LED wattage to be < / = 4W as LPW of high power LED's are available and used widely in LED Street lights	
18		5.1.xii	68	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 5% is allowed throughout in the input operating voltage range	Street lights driver are designed for +/- 5 %

19		5.1.xxi	68/166	wind speed compliance	LED street light should comply the NASHIK wind speed as per IS 875 as street light poles are designed for NASHIK wind speed	
20		5.1xviii	69	separate compartments and easily replaceable field condition	LED street light design comes in many design shapes, design features so bidder should have option to select the shape and design of the street light with separate or single housing keeping in view the lighting level requirements of the tender and ease of maintenance and access post installation	
21	5.2	13	70	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/LoraWAN for establishing connectivity between Feeder Panel Controller and CSLMS.	
22	5.3	4	71	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/LoraWAN or any unlicensed Radio frequency.	Public network on unlicensed band like LoRaWAN or Public LoRa is suggested. Private network specifically deployed for a project will add to the cost and efforts during and after O&M phase.
23	3.24.4	V	37	For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum 3 fixtures of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming, individual data points (On/Off/Fault) addressing controlled LED Street light fixtures.	For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum 3 fixtures of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming.	As per 4.1.2, Individual addressing is Optional. Further, cost implication for individual addressing is much more than associated energy savings.

Subject **Nashik Pre-Bid Queries and Suggestions**
From Chetan Charde <projects1@samudraled.com>
To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Date 2018-10-31 16:16

- NMC_LED Street_RFP_Queries_311018.xlsx (~19 KB)

Hello Sir/Ma'am,

Please find attached pre bid queries and suggestions for below mentioned tender:

Name of Work: Request for proposal for Implementing Smart LED street Light in Lieu of Rights of Sharing Energy Saving and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer(DBFOMMT) Basis.

No: NMC/Electrical/551/2018

Thank You.

Note: We will be closed for Diwali from 5th to 11th November. Office will reopen on the 12th. Please plan your transactions accordingly.

Warm Regards,
Chetan Charde
Project Engineer
Samudra Electronic System Pvt. Ltd.
12, Electronic Sadan II, MIDC Bhosari,
Pune - 411026, Maharashtra, India.
Mob: +91 9422007854
Ph: 020 27112486
www.samudraled.com

SAMUDRA
LED LIGHTING

Please consider the environment before printing this email.

Nashik Pre Bid Meeting Questions and Suggestions

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/Change
1	Section: III - Instructions to Concessionaires	3.1 Background	Page 24 of 166	As part of this endeavor, NMC intends to select a suitable entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 7 Year with installation period of 9(nine) months.	-Request to make this project tenure of 10 years + 12 months of implementation : Total 11 years	On Page 16 of 166 of RFP, it is mentioned concession Period is 10 Years and 9 Months. To build high efficacy LED Street Light, CCMS for individual Lamp control, suitable software, cloud rental charges, GSM/GPRS sim card monthly rental to service provider, integrating RF transmitter/receiver in each lamp will require higher capital costs which cannot be recovered in 7 years. It is to be understood that value of LED street Light with100 Lumens per watt will be lower than that of 150 Lumens per watt. NMC will also benifit due to the additional 3 years of guranteed minimum energy savings and Lux maintainence on roads due to higher efficacy street light (over 150 lumens per watt) as the Lumens depreciation of higher efficacy Street light will be much lower than that of 100 Lumens per watt.

2	Section: III - Instructions to Concessionaires	3.21 Submissin of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the NMC till the completion of the Project.	The monthly energy saving share invoice along with O & M Invoice will attract 18% GST as per present Govt. Tariff. This project is not a Sale/Purchase OR Annuity Project with fixed EMI over 84 months or 120 months as the case may be. There would be variation in monthly energy saving share which is based on monthly usage of Lights and cannot be accurately projected on day one. It is important that GST is kept seperate and becomes applicable as per Govt. Tariff at the time of Invoice Generation. No Lender would take the risk of financing the Project based inclusive existing Tax Tariff for the entire duration of contract and making it inclusive in the invoice. We are doing similar projects and have been successful in convincing State Govt./Municipalities to keep GST exclusive. You are requested to consider this in the interest of the Project. The entire Project can collapse due to change in Law on Taxes.
3	Section: III - Instructions to Concessionaires	3.24.3 Envelope B: Technical Evaluation and Demonstration	Page 38 of 166	No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per	Sites selected by NMC for measurment of LUX Levels should be with respect to Road Classification as per NCL standard SP 72 and in line with Pole arrangement as per NLC Standard SP 30.	Before selecting site NMC should define selected road as per NLC category. Then selected bidder will conduct site survey and suggest suitable wattage of lamp to be installed on that road category. After that lux measurment should be done. The RFP should define in advance the road classification (as per NLC) with resepct to each feeder point with GPS location. Once pre-defined by NMC, there would be NO future disputes.

4	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"	This exercise is required to be conducted on a minimum lamp count of 10000 Nos. spread over different road classifications. The minimum guaranteed savings is the average achieved energy saving of all	While submitting the financial bids, the Concessionaire needs to know in advance the OFF PEAK Traffic hours and PEAK TRAFFIC Hours to calculate the total daily energy saving. The Lux requirement should also be defined during OFF PEAK hours so as to dim the light only to the extend permissible by NMC.
5	-	-	-	-	-	NMC should define the road classification (As per NLC) with respect to the installation of existing HPSV wattage of lamps . This will be helpful in deciding required lumens for that road category.
6	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.	The monthly invoice raised by the ESCO Company will be of its share of Energy saving along with O & M for that month. NMC will retain its share of value of saved energy. There is No need of NMC to raise invoice on ESCO of its share of savings.	

7	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 167	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **NMC sharing will be considered on higher saving percentage**. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, **difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in**	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **bidder sharing will be considered on higher saving percentage**. 3) If actual energy saving percentage found below than committed (Guaranteed) energy	In order to ensure that the bidder has technical capabilities of achieving over 60% energy saving with reference to Base Line audit, it is essential that the bidder substantiates its capabilities by submitting a certificate from an Officer of the rank of Suptd. Engineer Or Additional Comissioner which acknowledges such savings. The bidder may be allowed to quote only 3% higher savings than what has been achieved in the previous such Project. Non submission of such certificate will technically disqualify the bidder resulting in non-opening of the Commercial bid. This is an important qualification criteria.
8	Section: IV – Scope of Work	4.1.3 Implementation	Page 46 of 166	The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.	-The bidder's responsibility is limited on items suppiled and installed by him in the project against which Capital expenditure has	What Supporting accessories? Please Specify.

9	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Parameters for Evaluation of Financial bids: 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles	-	In financial BID Evaluatation you have mentioned only following two parameter for bid evaluatation. Generation of funds from Advertising is not the core streangth of any ESCO Company. Advertising revenew may be deleted from this project and NMC can enjoy 100% such other revenews. 1. Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2. Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; Then what is the use of third point? Please clearify.
10	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on	For Brackets, terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables NMC should pay for	As this project is for establishing energy saving and not for replacement/repair street light assets NMC should make provison to pay extra for all the material which will be replaced.

11	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	To which account does this ESCROW account will be linked?	For knowing assured payment mechanisam NMC should specify to which account the ESCROW will be linked. Also it is required to undertstand if NMC will bear interest @ 18% per annum on delayed payments. Timely monthly EMIs will have to be paid to the Financial lenders is a must for the project to run smoothly.
12	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	Provisions relating to escrow account, if any: Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months,	Interest of 1.5%/month for delayed payment should be paid by NMC.	
13	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the	-	Please clearify. Nothing is mentioned in Annexure III: Financial Proposal Template regarding revenue generated by advertisement.
14	Section: IV – Scope of Work	4.5 Proposed responsibility of CONCESSIONAIRE under the project.	Page 53 of 166	Key responsibilities: 3. O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder	-	Please clearify what replacement requirment during tenure of project? How this will be paid?

15	Section: IV – Scope of Work	4.7 LUX Level Measurments	Page 55 of 166	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected	Clause 4.1.1 states that lux on road should be as per NLC so while selecting site consition for verification the same site condition should have street light arrangment according to NLC is mandatory.
16	Section: IV – Scope of Work	4.8. Operating hours and dimming	Page 55 of 166	The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the **Concessionaire is required to provide dimming option in the new**	-For provision of dimming Option, additional capital cost needs to be incurred by the bidder. This additional cost can only be recovered if dimming is permitted by NMC with predefined timings of Full illumination and illumination through dimming. NMC will have to share such additional savings	If dimming is allowed in this project and maximum energy saving is quoted by considering dimming then why dimming is not allowed to use?
17	Section: IV – Scope of Work	4.9.1 Baseline Energy Consumption and	Page 56 of 166	-	Baseline audit should be done by the third pirty. With one	-

18	-	-	-	-	For O&M of lamps NMC should pay Rs. 700/lamp/month.	Bidder have to do O&M for entire project duratation for this NMC should pay O&M Fees for o&M.
19	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 56 of 166	Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay	NMC should provide all permits for working on their site.	As bidder is working for NMC for replacemrnt and O&M. NMC should provide all permits which will be required for project.
20	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. **No extra charge will be payable to the concessionaire for this work.**	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.
21	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are	Bracket/Arm/Clamps : In case these items are damaged / missing / defective at	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.
22	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may **carry out, at its own cost**, earth resistance measurement of neutral conductor of supply network during the initial	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. **Concessionaire will get paid according to**	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.

23	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 58 of 166	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for		According to asset deficiency report and anticipated expenditure for replacement after approval of NMC. Does this will be paid according to CSR? Bidder will have to paint poles twice the project duration. How this will get paid?
24	Section: IV – Scope of Work	4.12 Assessment of lighting load.	Page 61 of 166	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the		
25	Section: V – Functional &	5.1 LED Luminaire Technical	Page 67 of 166	High bright white power LEDs shall be used in the	High bright white power LEDs shall be	Please clearify why <3W LED should be used?
26	Section: V – Functional &	5.1 LED Luminaire Technical	Page 67 of 166	LED chip make-CREE/OSRAM/Nichia/seoul/	LED chip make-CREE/OSRAM/Nichia	Please clearify why reputed brand Bridgelux is not included?

27	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Color temperature of the luminaire should be 5700K (±5%)(Super-white)	Color temperature of the luminaire should be **5500K - 6500K** (±5%)(Super-white)	5700K is colour temprature of Nicha LED only. Please clearify why NMC not using full colour temprature band of bright white power LEDs?
28	Section: V – Functional & Technical	5.1 LED Luminaire Technical Specification	Page 67 of 166	Total Harmonic Distortion: **< 10%** THD - Test Method IEC:610003-2	Total Harmonic Distortion: **< 15%** THD - Test Method	

Subject **FW: eSmart - Pre-Bid Clarification - ESCO Tender (Updated)**

From Balaji Shinde <balaji.shinde@esmartlighting.com>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Cc 'Suresh H. Shah' <shs.ael@gmail.com>, <ap.rai@esmartlighting.com>, Mahesh <msm789819@gmail.com>, 'Ganesh Thenge' <ganeshthenge@esmartlighting.com>, 'Nandkumar Somvanshi' <nbsomvanshi@yahoo.co.in>, 'Balaji Shinde' <brshinde@gmail.com>

Date 2018-10-31 15:04

Nashik Pre-bid Meeting 30th Oct 2018 Final -eSmart Energy after Prebid V1.xls (~499 KB)

Dear Sir,

Greetings from eSmart Energy !

We thank you for the Kind courtesy extended to our colleagues during the pre-bid meet yesterday at NMC

As discussed ,kindly find the **Updated Pre-bid Queries from eSmart** , including the points which had been discussed during the Pre-bid meeting at NMC

We look forward to receiving the Clarification on same at the earliest ,thanks

Warm Regards

Balaji R Shinde

National Head -ESCO Sales

eSmart Lighting

M: 98195 71722

E : balaji.shinde@esmartlighting.com

Visit us at www.esmartlighting.com

eSmart

From: Balaji Shinde [mailto:balaji.shinde@esmartlighting.com]
Sent: Tuesday, October 30, 2018 1:27 PM
To: 'ee_electrical@nmc.gov.in'; 'pmc@nashiksmartcity.in'
Cc: 'Suresh H. Shah'; 'ap.rai@esmartlighting.com'; 'Balaji Shinde'; Mahesh; 'Ganesh Thenge'; 'Nandkumar Somvanshi'
Subject: RE: eSmart - Pre-Bid Clarification - ESCO Tender

Dear Sir,

Further to your ESCO Tender for 92014 Nos Street Light dtd 22.10.18 , kindly find herewith our Pre-Bid Queries which need clarification from NMC

Kindly request you to confirm/Clarify to us on the same in our Pre-bid meeting today 30th Oct 2018 at 3 pm at NMC ,thanks

Warm Regards

Balaji R Shinde

National Head -ESCO Sales

eSmart Lighting

M: 98195 71722

E : balaji.shinde@esmartlighting.com

Visit us at www.esmartlighting.com

eSmart

eSmart Energy - Pre Bid Queries - 30th OCTOBER 2018				eSmart
Sl.No	**RFP Document Reference section**	**Content of the RFP requiring clarification**	**Clarification Sought**	**Reason for Clarification**
	(Section No /Clause/pg no)			
1	**Clause 3.13 Page 28 of 166**	**EARNEST MONEY DEPOSIT**	**For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.**	**~ EMD should be permitted in form of Bank Guarantee. ~ EMD in form of BG will have same security as in case of FDR ~ EMD in form of BG will bring down the cost of project.**
2	**Clause 30.1 Page 137 of 166**	**PERFORMANCE BANK GUARANTEE**	**The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 7 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.**	**~ Request to please bring down the PBG to Rs 2.55 Cr i.e. 3% of Project value ~ Understand that the PBG has been worked out @10% of project value. If we capitalise the EMD @1% of project value then project value comes to Rs 82.5 Cr and hence the PBG asked for Rs 8.25 Cr comes to 10% ~ The 10% PBG is normally asked in case of EPC project however this project is based on DBFOMMT where all investment is done by ESCO company. ~ Being all investment is done by ESCO company under DBFOMMT model hence the PBG value should be less as compared to EPC project. ~ If we refer the PBG clause in NHAI BOT project , PBG use to be given till the concessioner expend their equity in the project. Just after that PBG get released. Means even before the completion of the build part of the project PBG get released. As they invest their equity in the project which de-risk the project.**
3	**Clause 3.24.3 Page 35 of 166**	**PRE-QUALIFICATION CRITERIA (TECHNICAL CAPACITY)**	**Nasik being one of Smart Cities in Maharashtra ,the Bidder has to have relevant prior Technical expertise and experience of Supply,Installation ,Testing,Comissioning & Maintenance of atleast 25,000 Smart LED Lighting Fixtures in last 5 yrs ,this is CRITICAL as this is ESCO Project with Full Accountability and not mere Supply & installationjob as done for EESL Tenders**	**Technical Capacity Pre-qualification as this ESCO project is OF Higher value 92,000 Lights and needs thorough Vetting /Pre-qualification of Bidders**

4	Clause 3.24.3 -	Pre Qualification criteria (Financial capacity)	i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014- 15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	~ In ESCO business revenue booked in accounts on annuity basis. Means if the project value of 85 Cr in 7 years then per year revenue will come approx. Rs 12 Cr hence the turnover of ESCO company are not that much as it is there in EPC company. ~ Considering that we request for keep average revenue criteria is 2 times of the yearly annuity of the estimated project value. That is 24 Cr (Rs 82.5 Cr/7yrs*2) ~ Keeping higher revenue will restrict ESCO company to participate as they may not have that much of turnover because they book annuity revenue in their books, ~ For example if a ESCO company books revenue of Rs 10 Cr means they have executed a project of 100 Cr in that year considering 10 year is concession period,. Also the 3 financial yrs to be 2015-16,2016-17 and 2017-18
5	Clause 5.1 Page 67 of 166	Toughened Glass/Polycarbonate cover for LED Die cast Fixture	As our Fixture is with IP 66 and IK 06 Compliant secondary Optic Lens in place of Polycarbonate /Glass cover for better Light distribtion and avoid any Light Tresspass ,we request this be accepted in place of Polycarbonate /Glass cover	As this meets the Tender Specification of IP 66 AND IK 05 request to agree for the same
6	Clause 5.1 (XIX)Page 67 of 166	Luminaire Housing made up of corrosion free Pressure die cast alumnium housing confirming IP66	As our Fixture is Aluminium Extruded hosing with IP 66 and IK 06 Compliant	As this meets the Tender Specification of IP 66 AND IK 05 Alumnium Extrsuion has better heat transforming technique and hence request to agree for the same
7	Clause 8.3 Page 115 of 166	GST component in the Energy savings revenue	GST Component is the amt which the ESCO Company has to pay to the government hence the same shall be reimbursed by NMC to the bidder	This needs to be confirmed to the Bidders as this would have Large Financial Impact
8	Clause 5.5 Page 75 of 166	Central Street Lighting Management System Functional Specifications - Reports & Analytics	a) Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report c. Power leakages	more clarification required:- since at each panel measurement of LUX requires huge site data collection hence certain locations should selected instead of each CSLM power leakage can be provid terms of over load.
9	Clause 4.5 Page 53	Proposed responsibility of	90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and	We propose this shall also be considered as a group control method, where the entire project will

	of 166	CONCESSIONAIRE	individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)	be in one base technology and it is healthier for data accessing to concessionaire and to NMC too.
10	Clause 4.4 page 50 of 166	PAYMENT SECURE MECHANISM	As tender talks of ESCROW account , we would suggest NMC provide the Bidder with Auto Revolving Letter of Credit for value of 6 months of Energy saving revenue as part of Secured Payment Mechanism for Bidder ,ESCROW Account would mean high Interest charges being levied on the Parked amount for both NMC & Bidder	CRITICAL as this is related to Commercial Viability of ESCO Project
11	Clause 4.6 of page of 54 of 166	Revenue share	As per RFP the revenue share will start after complete implementation, which is not justifiable to ESCo. This need to be sorted out as to start biilling upon installation of first 10 lights and as is ahead till the completion of project	It is very tough for ESCO on part of Financial arrangements
12	Clause 3.24.4 page 38 (point no. 9)	GIS Mapping of each fixture on city map	Since we already dealing with such projects where as per our experience it is not needed however we do have GIS mapping of each CSLMS panel over the City mapping	The technology for individual tracing is add on cost and practically it is not needed.
13		Free service wire, bracket arms, clamps where it is faulty or needs to change on bidders account.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
14		Painting of all MS poles shall be done twice in tenure by bidder with no extra cost.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
15		Earthing compliance shall be verified by Bidder only during baseline and later on if any failure due to this will not be considered.	we will check during baseline survery however it is a periodic mesuarement and verification method hence , we recoomend to compansate to ESCO for doing Earthing related work on actual basis or NMC shall take care of it	Periodic M&V
16		As per RFP the Uptime demanded is 99.5%	We recommend it shall be > 96% and if the query not resolved within 48% ESCO is responsible for penalty	This is difficult to maintain practically to meet 99.5% throughout the tenure (Esco can be penalised for <96% uptime)
17	Clause 3.24.5 (C) page 39 of 166	Details of Energy saving from individual pillar will be amicably decided as follows.	Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.	As there are total 1840 no's of switching points/ Feeder panels hence how these could be possible to do
18	Clause 4.1 of page 45 of 166	Scope of work	The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.	In Tender doucuments you have mentioned to give quotation for buyoff of these removed fittings where as in this particular scope of work you are asking to handover these fittings to NMC which is contradicting

19	Clause 4.12 of page 61 of 166	Assesment of Lighting Load	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC	As initial load of conventional fittings will be very high while we replaced it with LED lights it will reduce drastically hence it will not be possibkle to do these exercise with proposed panels hence only energy meter reading shall be allowed for these exercise
20	Clause 6.4 Page 124 of 166	Operation & Maintenance of LED Lights	As it is Crucial for Proper Maintenance of LED Lights regularly to ensure there is NO Light degradation (min 16%) affecting the Users. For this NMC needs to ensure a proper Cleaning mechanism of LED Lights as done in all ESCO projects across India ,the avg Cost of O&M per year is around Rs.500 per light /year OR Just Rs.42 per light per month for a Guaranteed Lux Performance	O&M cost has to be separate during the ESCO Project tenure , by which NMC can demand for Guaranteed LUX Performance in Tender
21	Clause 4.1 Page 45 of 166 / Clause 4.4 Concessionaire Project structure Page 51 of 166	Scope of work -Tenure	As the Project term is for 7 years & 9 months (for execution) is short for Commercial Viability of such Project we request to consider the term for 10 years and 9 months for execution. In the Tender document page 16 of 166 the Project tenure is mentioned as 10 years ,Kindly request you to clarify on the same	Commercial Viability of Project
22	Clause 4.9.1 Page 56 of 166	Baseline Energy Consumption determination - Conventional and Non Conventional Lights	For Baseline Energy Consumption determination NMC has taken wattage loss for Conventional lights as 15% ,this has to be Min 16-18% as normally found in Street lighting & for Non Conventional Lights its given as 5% whereas it should be Min 10-15% or actual measurement during baseline ,whichever is more.	Accurate Assesment of Baseline energy consumption is critical for successful ESCO Project implementation
23	Points discussed in pre-bid meeting on 30th Oct 2018	CSLMS Solution Installation after LED Lights installation	As per NMC ,CCMS shall be installed before implementation of lights for measurement of existing lights power, which is technically not viable as explained by us in Pre-bid,Hence we have suggested to install CCMS after installing the LED lights only. We Kindly request to accept & confirm on same	CSLMS Solution Instllation
24	Points discussed in pre-bid meeting on 30th Oct 2018	Baseline survey measurement	As per NMC ,Baseline survey to be done for 100% of the lights in Nashik which is impractical and lengthy, hence as suggested in pre-bid to consider only 5% of the total volume for baseline survey as per the road categories for baseline data measurement as done in similar ESCO projects.We Kindly request to accept & confirm on same	Baseline survey measurement
25	Page 16 of 166	Project company	We would request NMC to allow ,in case of Consortium companies the Project to be done by the Lead bidder of Consortium instead of separate project company as mentioned in the Tender document	Project company in case of Consortium

Subject **FW: Pre bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model**

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>

Cc Amol Nisal <amolnisal@tataprojects.com>

Date 2018-10-31 16:10

- Pre Bid Queries_NMC LED Street Light Project _Revised tender 30th Oct.xlsx (~26 KB)

Dear Sir

With reference to the discussion at your premises yesterday , please find attached the appended prebid queries in Excel format for the aforesaid RFP .

We would request your office to acknowledge our queries and provide us the positive response to enable us to participate in tender .

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

From: Abhishek Das
Sent: 30 October 2018 14:32
To: ee_electrical@nmc.gov.in; ee2electrical@nashikcorporation.in
Cc: pmc@nashiksmartcity.in; Amol Nisal <amolnisal@tataprojects.com>
Subject: Pe bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model

Dear Sir

Greetings from Team Tata Projects !!

Thanking you for re floating the RFP .

With reference to the above mentioned subject , kindly acknowledge that M/s Tata Projects Ltd is keen on participating for "

However we have raised few queries (Attached herewith) , request you to please acknowledge and respond to our queries

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

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Pre-Bid Queries from TATA PROJECTS LIMITED (TPL)

Project Name	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Right of Sharing Energy Savings and Advertisement Rights on Public-Private-
Bidding Entity	Tata Projects Limited, One Boulevard , 2nd 3rd & 4th Floor , Lake Boulevard Street , Hiranandani Business Park , Powai, Mumbai 400076 www.tataprojects.com
Contact Person Prime	Amol Nisal, Head - BD , +91-9967414465, amolnisal@tataprojects.com
Contact Person Alternate	Abhishek Das, Manager- BD +91-7506067471, abhishekdas@tataprojects.com
RFP ID	NMC/ELED/16/2017-18

S.No	Vol No. / Section No.	RFP / SRS sentence	Clarification/Query	Tata Projects Limited Suggestion
1	Page no. 47 : Clause 4.2	Guranteed Energy Savings : The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.	Considering 11 hours of daily operation and the ballast losses as mentioned in RFP , and also to maintain desired lux level as per IRC & NLC standards , energy savings % is coming to 54%	BOQ contains replacement of existing LED fixtures . Also majority BOQ items are 70W fixtures . Adding both is 50 % of the total fixture count . We would recommend the guranteed energy savings to made 54 % in order to maintain desired lux level standards as per IRC & NLC guidelines
2	Page no 47: Clause 4.3	Monetization through Advertisement Rights - The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	The intention of the RFP is for concessionaire for the Management of the Streetlight Network . Addition of monetization of advertisement rights is diluting this main intent of energy savings and proper management of streetlight network	TPL requests NMC and authorities to review this clause and request deletion of this clause .
3	Page no 28 : Clause 3.13	Earnest Money Deposit (EMD) : For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.		Earnest Money Deposit (EMD) : For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR / BG in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.
4	Page no 59: Clause 4.11 point no. 4	In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items irrespective of the outcome of the police related procedure.	While the CONCESSIONAIRE will address any theft related to material, theft of energy cannot by addressed by CONCESSIONAIRE.	CONCESSIONAIRE will report any theft related to electricity to NMC which shall then take the corrective action wrt to removal of theft and lodging of FIR. In addition to this CONCESSIONAIRE should not be held responsible for any energy loss on account of theft due to illegal drawal of power.
5	Implementation period	Implementation period of 9 months (extendable by 3 months with prescribed penalty)	The job is to install 92014 fixtures within 9 months time . With our previous expiriences , practical timeline would be allocated 3 month to complete survey and upgradation of existing network and finalization of contract . Remaining would be only 6 months for installing 92014 fixtures.	Request to extend the implementation period to 12 months (without any penalty) to make the timeline practical as keeping 9 months would be highly possible to attract penalty for the concessionaire .
6	Operation & Maintaneance payment	Not mentioned in RFP : Addition of clause	As the concessionaire needs to maintain the streetlights upto optimum level and which would require pole painting (2 times) , maintenance of the upgraded network , so there is a O&M cost involved which is currently not included .	Please provide O&M costs to be paid separately to make the project viable and attractive to the bidder
5	Infrastructure development	Page 50 & Page 58 have self contradictory statements		Please clear on the IDC . Who pays for what in clear terms

S.No	Vol No. / Section No.	RFP / SRS sentence	Clarification/Query	Tata Projects Limited Suggestion
6	Service Wire : Page no. 57	The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable		NMC is asking for copper cable will increase the capex cost . Also the network will be prone to theft is usage of copper cable is present .
7	Pole Replacement	Replacement of Pole to accommodate LED , if required		Wherever there wll be requirement of pole replacement due to accommodate LED fixture replacement , costs shall be borne by NMC
8	Payment Terms	Payment Terms	In the RFP, the payment terms of the assignment are not mentioned clearly.	In view of this, it is suggested to propose the payment terms monthly per zone wise or on milestone basis
9	Uptime	Uptime >=99.5%	The minimum uptime to be maintained is mentioned as >= 99.5% which is very stringent We suggest to reduce the minimum uptime to >=97%	It is recommended as: Uptime >=97%
10	Stores	Stores for storing of fixtures during implementation phase and spares during O&M phase.	It is requested to clarify whether NMC provide space for stores.	May like to clarify the same.
11	24X7 centralized helpdesk	The CONCESSIONAIRE will set up a 24X7 centralized helpdesk for the project for entire concession period	Please clarify if space for call center shall be provided by NMC and if the centralized helpdesk shall need to be integrated with existing complaint handling mechanism or the new setup shall be function independently	May like to clarify the same.

Subject **RE: Pre bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model**

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>

Cc Amol Nisal <amolnisal@tataprojects.com>

Date 2018-10-31 17:35

Dear Sir

Further more to it , please clarify on the no. of switching points in NMC area

Page No. 57 – Quantity of Switching points is mentioned as 1840 nos
Page no.117 – Quantity of Switching points is mentioned as 1574 nos

Please confirm on the above quantity

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

From: Abhishek Das
Sent: 31 October 2018 16:11
To: 'ee_electrical@nmc.gov.in' <ee_electrical@nmc.gov.in>; 'ee2electrical@nashikcorporation.in' <ee2electrical@nashikcorporation.in>; 'pmc@nashiksmartcity.in' <pmc@nashiksmartcity.in>
Cc: Amol Nisal <amolnisal@tataprojects.com>
Subject: FW: Pre bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model

Dear Sir

With reference to the discussion at your premises yesterday , please find attached the appended prebid queries in Excel format for the aforesaid RFP .

We would request your office to acknowledge our queries and provide us the positive response to enable us to participate in tender .

Thanks & Regards

ABHISHEK DAS
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Tata Projects Limited
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Cc: pmc@nashiksmartcity.in; Amol Nisal <amolnisal@tataprojects.com>
Subject: Pe bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model

Dear Sir

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Thanking you for re floating the RFP .

With reference to the above mentioned subject , kindly acknowledge that M/s Tata Projects Ltd is keen on participating for

However we have raised few queries (Attached herewith) , request you to please acknowledge and respond to our queries

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

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Subject **Pre Bid queries**
From Winwalk System Inc <winwalksystem@gmail.com>
To <ee2electrical@nashikcorporation.in>, <ee_electrical@nmc.gov.in>
Date 2018-10-26 13:54

- Pre BId Queries NMC.pdf (~218 KB)

Sir,
Subject: Request for proposal for selecting Concessionaire for implementing Smart LED Street Lights....your RFP dated 22.10.2018

Please find attached the Pre Bid Query sheet duly filled up and sent for necessary action.
please find the above in order.
Regards
KK Ugale
Cell: 9021209277

स्मार्ट सिटी
Smart light file
31/10/2018

WIN

Win Walk Systems Inc.

Plot No. D-27, M.I.D.C., Satpur,
Nashik - 422 007, Maharashtra, India.
Telefax +91+253+2364769
E-mail winwalksystem@gmail.com

PRE BID QUERIES						
Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/Change
1	3	3.6	25	Consortium Bid	incorporation of SPV	Ease of account operation and better understanding and coordination among the consortium members
2	3	3.24.5.4	39	Revenue sharing with NMC exclusive of GST	NMC to pay the GST component of their shared revenue	Revenue will accrue to NMC
3	4	4.1	45	Period of 7 Years and 9 months	Concession period on page 16 says 10 years and 9 months whereas in scope of work on page 45, Guaranteed savings on page 47, Concessionaire Project on page 51 and Performance Security on page 137 say period is 7 Years & 9 Months.	10 Years and 9 Months required for Financial viability
4	4	4.4	50	Project coverage	NMC will pay maintenance charges extra	maintenance of infrastructure is a separate activity and needs to be paid seperately for project viability
5	Envelope C		33	Financial Bid	All taxes etc. to be borne by the Concessionaire	Taxes (GST) should be paid extra to the concessionaire as a general practice.

WIN WALK SYSTEMS INC
PARTNER

Subject **Pre Bid Queries and Suggestions**
From City Public <city.public001@gmail.com>
To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Date 2018-10-29 15:18

- Pre Bid Meeting Queries and Suggestions.xlsx (~17 KB)

Hello Sir,

Please find attached pre bid queries and suggestions for below mentioned tender:

Name of Work: Request for proposal for Implementing Smart LED street Light in Lieu of Rights of Sharing Energy Saving and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer(DBFOMMT) Basis.

No: NMC/Electrical/551/2018

Thank You.

Warm Regards.

श्री मंमत
Smart Light file
31/10/2018

Nashik Tender Pre-Bid Queries & Suggestions

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/Change
1	Section: III - Instructions to Concessionaires	3.1 Background	Page 24 of 166	As part of this endeavor, the NMC intends to select a suic entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 7 Year with installation period of 9(nine) months.	-	What is the O&M period of project? On Page 16 of 166 you have mentioned concession Period is 10 Years and 9 Months.
2	Section: III - Instructions to Concessionaires	3.21 Submissin of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the NMC till the completion of the Project.	All taxes are as per government guidelines and varies according to government guidelines. So taxces should be paid at actual by the NMC.
3	Section: III - Instructions to Concessionaires	3.24.3 Envelope B: Technical Evaluation and Demonstration	Page 38 of 166	No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per decision by NMC	Site selected by NMC for measurment of LUX Levels will be having site condition as per NLC.	Before selecting site NMC should define selected road as per NLC category. Then selected bidder will suggest wattage of lamp to be installed on that road category. After that lux measurment should be done.

4	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"	Please Clearify.	So we have to consider dimming while coating guarenteed Monthly Energy Saving ?
5	-	-	-	-	-	NMC should defind according to previous wattage HPSV lamps in what road category(As per NLC) previously these lamps were installed. This will be helpful in deciding required lumens for that road category. According to that saving can be found out and we will be able to quote saving.
6	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.	GST Should be paid at actual by the NMC.	As per government norms GST should be charged to the end costomer. If we are following government normes then according to that GST should be paid by NMC at actuals.

7	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 167	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **NMC sharing will be considered on higher saving percentage.** 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, **difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)**	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **bidder sharing will be considered on higher saving percentage.** 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, **difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)**	If bidder is getting penalize for providing lover saving percentage compared to quoted gurenteed energy saving percentage then bidder should get benefit of providing higher saving percentage.
8	Section: IV – Scope of Work	4.1.3 Implementation	Page 46 of 166	The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.		What Supporting accessories? Please Specify.

9	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Parameters for Evaluation of Financial bids: 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles		In finencial BID Evaluatation you have mentioned only following two parameter for bid evaluatation: 1. Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2. Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; Then what is the use of third point? Please clearify.

10	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles (tentative location proposed). It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables will be in the scope of CONCESSIONAIRE.	For Brackets, terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables NMC should pay for this material as per CSR(Common schedule of rates).	As this project is for establishing energy saving and not for replacement/repair street light assets NMC shoul pay for all the material which will be replaced.
11	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	To which account does this ESCROW account will be linked?	For knowing assured payment mechanisam NMC should specify to which account the ESCROW will be linked.

12	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	Provisions relating to escrow account, if any: Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same.	Interest of 1.5%/month for delayed payment should be paid by NMC.	If payments are not realese on recept of bills. There should be some delayed payment mechanisam.
13	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC.	-	Please clearify. Nothing is mentioned in Annexure III: Financial Proposal Template regarding revenue generated by advertisement.
14	Section: IV – Scope of Work	4.5 Proposed responsibility of CONCESSIONAIRE under the project.	Page 53 of 166	Key responsibilities: 3. O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;	-	Please clearify what replacement requirment during tenure of project? How this will be paid?

15	Section: IV – Scope of Work	4.7 LUX Level Measurments	Page 55 of 166	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations **which is having street light arraggment as per NLC** by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	Clause 4.1.1 states that lux on road should be as per NLC so while selecting site consition for verification the same site condition should have street light arrangment according to NLC is mandatory.

16	Section: IV – Scope of Work	4.8. Operating hours and dimming	Page 55 of 166	The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the **Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication.** Also the additional saving on account of such additional dimming will be shared with the Concessionaire and will be considered in the calculations towards energy savings and subsequent revenue sharing's. The Dimming is allowed only between 11:00 PM to 5:00 AM. Maximum Dimming Percentage will be above as per NLC guidelines, which will be decided as per site conditions.		If dimming is allowed in this project and maximum energy saving is quoted by considering dimming then why dimming is not allowed to use?
17	Section: IV – Scope of Work	4.9.1 Baseline Energy Consumption and Energy Savings for Nashik City	Page 56 of 166		Baseline audit should be done by the third pirty. With one representative of NMC, one representative of bidder and one representative of third pirty auditor.	-

18	-	-	-	-	For O&M of lamps NMC should pay Rs. 700/lamp/month.	Bidder have to do O&M for entire project duratation for this NMC should pay O&M Fees for o&M.
19	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 56 of 166	Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.	NMC should provide all permits for working on their site.	As bidder is working for NMC for replacemrnt and O&M. NMC should provide all permits which will be required for project.
20	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. **No extra charge will be payable to the concessionaire for this work.** The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. **Service wire will be paid as per CSR.** The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.
21	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this **no extra charges will be payable.**	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and **this will be paid as per CSR.**	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.

22	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may **carry out, at its own cost**, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. **Concessionaire will get paid according to CSR,** earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.

23	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 58 of 166	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).		According to asset deficiency report and anticipated expenditure for replacement after approval of NMC. Does this will be paid according to CSR? Bidder will have to paint poles twice the project duration. How this will get paid?

24	Section: IV – Scope of Work	4.12 Assessment of lighting load.	Page 61 of 166	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point.		Capacity of panel to operate the previous load will require 5 times more capacity panel. Request you to please delete this clause.
25	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be **< 3W**	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be **< 9W**	Please clearify why <3W LED should be used?
26	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds**/Bridgelux**	Please clearify why reputed brand Bridgelux is not included?

27	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Color temperature of the luminaire should be 5700K (±5%)(Super-white)	Color temperature of the luminaire should be **5500K - 6500K** (±5%)(Super-white)	5700K is colour temprature of Nicha LED only. Please clearify why NMC not using full colour temprature band of bright white power LEDs?
28	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Total Harmonic Distortion: < **10%** THD - Test Method IEC:610003-2	Total Harmonic Distortion: < **15%** THD - Test Method IEC:610003-2	Maintaining THD lower that 10% for lower wattages LED Lamp is technically difficult.

Subject **eSmart - Pre-Bid Clarification - ESCO Tender**
From Balaji Shinde <balaji.shinde@esmartlighting.com>
To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Cc 'Suresh H. Shah' <shs.ael@gmail.com>, <ap.rai@esmartlighting.com>, 'Balaji Shinde' <brshinde@gmail.com>, Mahesh <msm789819@gmail.com>
Date 2018-10-29 16:38

- Nashik Pre-bid Meeting 30th Oct 2018 Final -eSmart Energy.xls (~488 KB)

Dear Sir,

Further to your ESCO Tender for 92014 Nos Street Light dtd 22.10.18 , kindly find herewith our Pre-Bid Queries which need clarification from NMC

Kindly request you to confirm/Clarify to us on the same in our Pre-bid meeting tomorrow 30th Oct 2018 at 3 pm at NMC ,thanks

Warm Regards

Balaji R Shinde

National Head -ESCO Sales

eSmart Lighting

M: 98195 71722

E : balaji.shinde@esmartlighting.com

Visit us at www.esmartlighting.com

eSmart Energy - Pre Bid Queries - 30th OCTOBER 2018

eSmart

Sl.No	RFP Document Reference section	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification
	(Section No - /Clause/pg no)			
1	Clause 3.13 Page 28 of 166	EARNEST MONEY DEPOSIT	We request EMD amount of INR85.0 Lakhs be accepted in form of BANK GUARANTEE as done by other similar ESCO Tenders across India & in Maharashtra (Solapur Smart City) @@ As per our exp. SSI units shall get wavier in EMD (NSIC cert)	Financial parameter
2	Clause 30.1 Page 137 of 166	PERFORMANCE BANK GUARANTEE	Tender PBG amount of INR8.25 Crores is High & not viable for Bidders, for similar ESCO project of higher qty of 1.12 Lakh LED Lights of East Delhi ,the PBG was One month Energy Savings which was around INR 3.0 Crores. Hence we Urge NMC to change this Clause to min One Month energy savings quoted by Bidder	Commercial Viability of ESCO Project
3	Clause 3.24.3 Page 35 of 166	PRE-QUALIFICATION CRITERIA (TECHNICAL CAPACITY)	Nasik being one of Smart Cities in Maharashtra ,the Bidder has to have relevant prior Technical expertise and experience of Supply,Installation ,Testing,Comissioning & Maintenance of atleast 25,000 Smart LED Lighting Fixtures in last 5 yrs ,this is CRITICAL as this is ESCO Project with Full Accountability and not mere Supply & installationjob as done for EESL Tenders	Technical Capacity Pre-qualification as this ESCO project is OF Higher value 92,000 Lights and needs thorough Vetting /Pre-qualification of Bidders
4	Clause 6.4 Page 124 of 166	Operation & Maintenance of LED Lights	As it is Crucial for Proper Maintenance of LED Lights regularly to ensure there is NO Light degradation (min 16%) affecting the Users. For this NMC needs to ensure a proper Cleaning mechanism of LED Lights as done in all ESCO projects across India ,the avg Cost of O&M per year is around Rs.500 per light /year OR Just Rs.42 per light per month for a Guaranteed Lux Performance	O&M cost has to be separate during the ESCO Project tenure , by which NMC can demand for Guaranteed LUX Performance in Tender
5	Clause 5.1 Page 67 of 166	Toughened Glass/Polycarbonate cover for LED Die cast Fixture	As our Fixture is with IP 66 and IK 06 Compliant secondary Optic Lens in place of Polycarbonate /Glass cover for better Light distribtion and avoid any Light Tresspass ,we request this be accepted in place of Polycarbonate /Glass cover	As this meets the Tender Specification of IP 66 AND IK 05 request to agree for the same
6	Clause 5.1 (XIX)Page 67 of 166	Luminaire Housing made up of corrosion free Pressure die cast alumnium housing confirming IP66	As our Fixture is Aluminium Extruded hosing with IP 66 and IK 06 Compliant	As this meets the Tender Specification of IP 66 AND IK 05 and Alumnium Extrsuion has better heat transforming technique and hence request to agree for the same
7	Clause 8.3 Page 115 of 166	GST component in the Energy savings revenue	GST Component is the amt which the ESCO Company has to pay to the government hence the same shall be reimbursed by NMC to the bidder	This needs to be confirmed to the Bidders as this would have Large Financial Impact
8	Clause 5.5 Page 75 of 166	Central Street Lighting Management System Functional Specifications - Reports & Analytics	a) Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report c. Power leakages	more clarification required:- since at each panel measurement of LUX requires huge site data collection hence certain locations should be selected instead of each CSLMS . For power leakage can be provided in terms of over load.
9	Clause 4.5 Page 53 of 166	Proposed responsibility of CONCESSIONAIRE	90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)	We propose this shall also be considered as a group control method, where the entire project will be in one base technology and it is healthier for data accessing to concessionaire and to NMC too.
10	Clause 4.4 page 50 of 166	PAYMENT SECURE MECHANISM	As tender talks of ESCROW account , we would suggest NMC provide the Bidder with Auto Revolving Letter of Credit for value of 6 months of Energy saving revenue as part of Secured Payment Mechanism for Bidder ,ESCROW Account would mean high Interest charges being levied on the Parked amount for both NMC & Bidder	CRITICAL as this is related to Commercial Viability of ESCO Project
11	Clause 4.6 of page of 54 of 166	Revenue share	As per RFP the revenue share will start after complete implementation, which is not justifiable to ESCo. This need to be sorted out as to start biilling upon installation of first 10 lights and as is ahead till the completion of project	It is very tough for ESCO on part of Financial arrangements

12	Clause 3.24.4 page 38 (point no. 9)	GIS Mapping of each fixture on city map	Since we already dealing with such projects where as per our experience it is not needed however we do have GIS mapping of each CSLMS panel over the City mapping	The technology for individual tracing is add on cost and practically it is not needed.
13		Free service wire, bracket arms, clamps where it is faulty or needs to change on bidders account.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
14		Painting of all MS poles shall be done twice in tenure by bidder with no extra cost.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
15		Earthing compliance shall be verified by Bidder only during baseline and later on if any failure due to this will not be considered.	we will check during baseline survery however it is a periodic mesuarement and verification method hence , we recoomend to compansate to ESCO for doing Earthing related work on actual basis or NMC shall take care of it	Periodic M&V
16		As per RFP the Uptime demanded is 99.5%	We recommend it shall be > 96% and if the query not resolved within 48% ESCO is responsible for penalty	This is difficult to maintain practically to meet 99.5% throughout the tenure (Esco can be penalised for <96% uptime)
17	Clause 3.24.5 (C) page 39 of 166	Details of Energy saving from individual pillar will be amicably decided as follows.	Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.	As there are total 1840 no's of switching points/ Feeder panels hence how these could be possible to do
18	Clause 4.1 of page 45 of 166	Scope of work	The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.	In Tender doucuments you have mentioned to give quotation for buyoff of these removed fittings where as in this particular scope of work you are asking to handover these fittings to NMC which is contradicting
19	Clause 4.12 of page 61 of 166	Assesment of Lighting Load	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC	As initial load of conventional fittings will be very high while we replaced it with LED lights it will reduce drastically hence it will not be possibkle to do these exercise with proposed panels hence only energy meter reading shall be allowed for these exercise

Subject **2018_NMC_365389_1 : Pre-Bid Queries for NMC Street Lights**

From Shyamanta Sharma <Shyamanta.Sharma@tatacommunications.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>

Cc Pankaj Gandhi <Pankaj.Gandhi@tatacommunications.com>, Lalit Mishra <lalit.mishra@tatacommunications.com>, Shailendra Dixit <shailendra.dixit@tatacommunications.com>, Pravin Bindu <Pravin.Bindu@tatacommunications.com>, Sachin Pukale <Sachin.Pukale@tatacommunications.com>

Date 2018-10-29 16:48

- Pre-bid Queries_ Tata Communications_V0.1.xlsx (~15 KB)

Dear Sir/Madam,

Please find the attached queries for the bid (**2018_NMC_365389_1**) for *Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.*

We look forward to be involved in this prestigious bid. Should there be any queries/concerns, please do not hesitate to contact us.

With Best Regards,
Shyamanta Sharma
Snr. Manager – IoT Sales
Tata Communications Limited | 15th Floor, Parinee Crescenzo (Standard Chart Bank) Tower, G Block , Bandra Kurla Complex, Bandra (East) , Mumbai, Pin 400051, India
DeskPhone +91 22 662 89 443 I Mobile + 91 9899 29 9045 I email: shyamanta.sharma@tatacommunications.com

Shaping the future with making India fully Digital: One Nation One IoT network: https://youtu.be /JTfbSuSRX18

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Sr.No	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reasons for Clarification/Change
1	4.2 Guaranteed savings:	-	47	The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.	Do we need to capture baseline wattage data in system with lamp type?Pl. confirm	Scope Clarification
2	4.3 Monetization Through Advertisement	1	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered	Pl. share the details needed for advertisement board power supply .	For Digital Advt boards, Power Supply Scope is required for Clarity
3	4.3 Monetization Through Advertisement	3	48	The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.	How will electricity given to advertisement banner from pole? Please share wiring diagram with design details . Would the wiring for banner seperaate from Lamps or same pole line will be used ?	For Digital Advt boards, Power Supply Scope is required for Clarity
4	5.5. Central Street Lighting Management System Functional	3	73	The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways	Is Supplier expected to give issue logging / ticket/ CRM or equivalent system as part of deliverable ? Please elaborate the scope of features expected in this system	Scope Clarification
5				General	why gateway is needed, why can't Public network be used	Public Network will reduce the cost as well as efforts to maintain a network post the O&M phase. Incase of Priate network deployed specifically for the project will increase the cost as well as effort in maintaining the network during and after O&M phase.
6				General	Please share number of group level controllers (GLM)and Individual level controllers(ILM) numbers and Poles with two individual lamps	Number of Feeder pannel (GLM) and exected ILM controlling two lamps is required for estimation

7		concession period	16	10 years + 9 months including installation and pg no 46 of 166 Cl no 4.1.3 point no 1 - implementation project duration period is shown as 7 years + 9 months.	Kindly clarify the O&M duration	
8	IV - Scope of work	4.1.1 - Survey	45	Concessionaire to carry out SURVEY of all roads and define power requiremetns for replacements	Request to provide Asbuilt drawings,cable layout and pole layout dwgs .	Required for planning of replacement and arriving at lux levels.
9		4.4	50	O&M of Street light conductor and UG cables will be in scope of concessionaire	The NMC shall handover all conductors and under ground cables in good working and operational condition to the concessionaire	
10		4.4	51	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.	The lux level are function of lumen output of Street light fitting , Height of Pole and Spacing between Poles. In case the height of Pole and Spacing between Poles is found to be inadequate, desired average lux levels / Uniformity as per NLC standards cannot be achieved.	
11		4.1	57	The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Aluminum flexible wire 4C x 10 sqmm is not envisaged	3 c x 1 sqmm Copper flexbile cable can be used between Over head wires to Street light JB since LED Street lights have low power requirements and do not need higher starting current w.r.t HPSV lamp
12		4.11	59	In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC and will also file an FIR.	In case of theft, It is requested that Concessinaire shall inform NMC for thefts with required proof. NMC shall inform police to take further action. In case of frequent thefts NMC have to bear the losses	
13		4.11 pt no 10. 3	60	The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required.	Snce the overhead conductor network will be owned by MSEDCL, we feel that it should be the responsibility of MSEDCL to provide quality power	

14			21	Bid submission date 21.11.2018	Bid submission date 21.12.2018	Due to the up-coming festive season and holidays, we request for 4 weeks extension considering the Scope of works and preliminary study required at site for competitive bid preparation
15		4.10.9	57	Bracket arm / Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.		Concessionaire shall cover max. of 2 % of the total qty. of Street light points where free replacements if envisaged during implementation. Same would be informed before starting of implementation during the SURVEY report post award of Contract. If the qty. exceeds during the survey than NMC would arrange the same and make it available to the Concessionaire during implementation.
16		4.9.12	56	Energy Saving tariff flat rate @ 6.62 Rs / - for Concession period	Traiff gets revised regularly by DISCOMS, so during concession period if such revision happens then applicable tariff to be suitably modified	
17	V - functional and Technical specification	5.1.i	67	LED luminaire technical specification	LED wattage to be < / = 4W as LPW of high power LED's are available and used widely in LED Street lights	
18		5.1.xii	68	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 5% is allowed throughout in the input operating voltage range	Street lights driver are designed for +/- 5 %
19		5.1.xxi	68/166	wind speed compliance	LED street light should comply the NASHIK wind speed as per IS 875 as street light poles are designed for NASHIK wind speed	

20		5.1xviii	69	separate compartments and easily replaceable field condition	LED street light design comes in many design shapes, design features so bidder should have option to select the shape and design of the street light with separate or single housing keeping in view the lighting level requirements of the tender and ease of maintenance and access post installation	
21	5.2	13	70	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/LoraWAN for establishing connectivity between Feeder Panel Controller and CSLMS.	
22	5.3	4	71	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/LoraWAN or any unlicensed Radio frequency.	Public network on unlicensed band like LoRaWAN or Public LoRa is suggested. Private network specifically deployed for a project will add to the cost and efforts during and after O&M phase.
23	3.24.4	V	37	For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum 3 fixtures of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming, individual data points (On/Off/Fault) addressing controlled LED Street light fixtures.	For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum 3 fixtures of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming.	As per 4.1.2, Individual addressing is Optional. Further, cost implication for individual addressing is much more than associated energy savings.

Subject	**NMC - RFP for selection of Concessionaire for implementing Smart LED street lights on PPP model for Nashik City on PAN city basis**
From	Madan Rawal <madan.rawal@transraillighting.com>
To	<ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Cc	<rajwardhan.mathuria@transraillighting.com>, Hemant Jain <hk.jain@transraillighting.com>
Date	2018-10-29 19:08
Priority	Highest

- Transrail Pre Bid Querries V0.1.pdf (~447 KB)

Kind Attn – Head Electrical Dept
Nashik Municipal corporation (NMC)
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik – 422001

Dear Sir / Madam,

We refer to the tender for Smart city Streetl ighting system and controls Referring to the above subject and RFP invitation for DBFOMMT basis,

In this context, we are submitting our Pre bid querries for your kind perusal and consideration.

Could you pl. review and inform the requested clarifications asap.

Thankig you and looking forward for reply at the ealriest.

Regards,

Madan P. Rawal
General Manager – Lighting
Transrail Lighting Ltd
Mumbai
9731866366

www.transraillighting.com

Sl.No	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reasons for Clarification/change	
1		Concession period	16	10 years + 9 months including installation and pg no 46 of 508 i.e no 4.2.3 point no 1 - implementation phase duration period is shown as 7 years + 9 months.	Pls clarify the correct concession period.	Last working to work out bids and avoid any confusion ensuing	
2	4.2 Guaranteed savings		17	The minimum guaranteed energy savings, with the installation of LED street lights, should be 50% or more(on Baseline energy consumption under concessionaire for the next 7 years 9 months. Baseline energy consumption is based on both conventional and non-conventional street lights at pre-project status.	Existing lighting levels for each type of wattage with pole spacing required to identify and quote reduced wattage of LED lights	NMC needs LED Lighting system to meet National Lighting Code for lux levels after installation	
3	4.3 Implementation Period/ Advertisement	1	17	The Successful Concessionaire shall also install, operate and maintain advertisement (Regular and digital) under the project. As per the bid requirement, 10 (Nos) Street light poles on major roads are considered	Power consumption and connectivity details to clarify	It is better to avoid connectivity and energy consumption	
4	4.3 Monetization (Through Advertisement)	1	45	The Successful Concessionaire shall be free to charge the end users for advertising on the light poles, subject to applicable laws and collect appropriate such revenues during the authorization period and shall pay the municipal taxes	Methodology for implementation and clarity required in terms of max. no. of advertising permitted, etc	Power supply and control system implementation required for metering etc. and cost of installation	
5				General	Public net work also could be an option for such systems in place of GATEWAYS	Public network will reduce the cost as well as efforts to maintain a network post the EESL phase. Use of Private network requires consultants for the project will increase the cost as well as efforts in maintaining the network during and after EESL phase	
6				General	Group level controllers (GLM)and individual level controllers (LM). Quantities and rates with twin individual lamps	Further remote spy (GLM) and individual LM controlling twin lamps system will help to fix attenuation	
7	IV - Scope of Work	4.1.1 - Survey	45	Concessionaire to carry out SURVEY of all roads and define power requirements for replacements	Request to basic data on pole spacing, wattage, pole and single or twin lamp arrangement with pole heights, feeder pillar qty's etc	Required for planning of replacement and upgrade at the street	
8		4.3	52	Cost of Street light connector and UG cables will be in scope of concessionaire	RMC would be required to handover all conductors and under ground cables in working and non-renewal condition to the concessionaire		
9		4.4	53	The minimum standards for maintenance of the five levels of illumination operation and maintenance of street lights system should be adhered as per the conditions in this RFP and BEE standards under.	Lighting level on roads i.e. five levels of illumination, uniformity, pole location, Spacing between Poles etc. (pole-pole-distance) and an engineer is required	In case the height of Pole and lighting between poles is found to be in odd size, desired average lux levels / uniformity as per BEE standards cannot be achieved.	
10		4.10.6	57	Bracket arm / Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be replaced and installed by the CONCESSIONAIRE and for this no extra charges will be payable.		Concessionaire would at the most include 1 to 2% of the total Street light points where they replacements, if required in recommendation details of the defectives at starting of implementation period. Any replacement after award of Contract, any modifications should be followed as per BEE and MNRE guidelines and Concessionaire will consider in the Concession cost.	

Sl.NO	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reasons for Clarification/Change	
11		4.1	52	The CONCESSIONAIRE has to install cables/wires with earthing leads for phase and neutrals of required length for connection of luminaire on overhead mast/unit/ feeder supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features ie. Diameter of 10 sq.mm., 1100 V PVC insulated Cu/ Al core Aluminium wire, 4c, round/sector, Flexible 3*2.5 sq.mm. Copper Cable.	Aluminium line is wire 4C x 10 sqmm sector shaped	LED street lights require 3 core wire and cable size 3 x 2.5 sq mm copper flexible cable, also earthing and bonding. Don't understand to equip lights.	
12		4.2 (c)	56	Energy Saving tariff flat rate @ 0.65 Rs / - for Connection charge	DISCOM Tariffs are revised regularly and sometimes periodically and we have seen frequent hikes applicable but not yet notified by which cost is inflicted.		
13		4.11	59	In case of theft of the materials or electricity, the CONCESSIONAIRE will inform the MMC and will also file an FIR.	Incase of thefts, damage, pilferage to the installed use of lighting, panels, other providing equipments and system, it is requested that Concessionaire shall inform MMC for thefts with detailed manual. MMC shall inform police or take further action. In case of frequent thefts, failure to file the report.	MMC to either compound to safeguard assets with new infrastructure agencies of the Government. Complaints are usually given all involved such as police etc to MMC officials for submissions of high concerns.	
14		5.11 of no (i) 4	63	The CONCESSIONAIRE shall provide and maintain, with capacity & compliance with the MMC&S, and all Indian Electricity Rules, O&M. The Authority will coordinate with MSPDCL, if required.	MSPDCL / MMC to provide consistent network for existing street lights as quality power have to be ensured by these agencies.		
15	V. Functional and Technical Specification	5.11	67	LED luminaire technical specifications	LED voltage to be of - 48V as SPM, all high power SMD LEDs are also used in LED Street lights.		
16		5.1 vi	65	The luminaire light output (lumens) shall be maintained constant in the operating voltage range as per IS/IEC specifications of the MMRDA. Maximum +/- 2% variation throughout the operating voltage range.	The luminaire light output (lumens) shall be constant in the operating voltage range as per IS/IEC specifications of the MMRDA. Maximum +/- 5% allowed tolerance in the input operating voltage range.	Power flows or varies designed for +/- 5	
17		5.1 vii	IS/1646	4000 speed compliance	The value for pole, LED street light poles comply the NASHIK mid sized specs as per IS575		
18		5.1 viii	65	Luminaire comprises of easily replaceable field condition	LED street light design via + Luminaire manufacturers' certificates and parameters and maintenance for fully designs, so Fitters, simple these options to select the design of the street light with separate or single housing bracing or allow the lightning from requirements of the feeder		
19	5.2	5.1	70	The supplier needs to use the appropriate communication methods from GSM/Wi-Fi/Ethernet/Zigbee/Lumia for establishing connectivity between Feeder Panel Controller and CMC	The supplier needs to use the appropriate communication methods from GSM/Wi-Fi/Ethernet/Zigbee/Lumia for establishing connectivity between Feeder Panel Controller and CMC	The supplier needs to use the appropriate communication methods from GSM/Wi-Fi/Ethernet/Zigbee/Lumia for establishing connectivity between Feeder Panel Controller and CMC	

Sr.No	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reasons for Clarification/Change	
20	5.5	1	21	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/WI-FI/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency	Street Light Controller shall communicate to the Central Management Server (CSLMS) via gateway network over Wired/WI-FI/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency	Public network on unlicensed band like LoRaWAN or Public LoRa provides better coverage and widely used platform, reliable applications. Private network needs to be deployed for a project will add to the [illegible] efforts during and after GSM phase that will remain over all cost of the street lighting system to NMC	
21			21	Bid submission date 21.11.2019	Extension in submission time by minus week	Scope of works and preliminary study required at site for cumulative mid preparation requires sufficient time. Further Down Festival holidays in coming weeks so request for 1 week extension	
22	5.5 Central Street Lighting Management System (Centralised)	1	22	The software provides mechanism for tracking the repairs in the faulty light fixtures or gateway	NMC organization details who are to be given log in aerial and part of working group after installation	control system in advance and their works [illegible] to cut for regular checking and payments	

Subject **RE: Nashik Municipal Corporation Smart LED Street Light Tender**

From Dhanesh Sharma <dhanesh.sharma@inspira.co.in>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Date 2018-10-30 02:26

- Prebid-Queries-Nashik-Smart-lighting.xlsx (~12 KB)

Dear sir
Thanks for your mail ..

Please find attached queries for your kind reference ... request you to consider the same

Our person will attended tomorrow Prebid meeting as per scheduled time

Regards,
Dhanesh Sharma
Email: dhanesh.sharma@inspira.co.in | Contact No.: +91-22-40569999/ +91-22-40569963 |
Fax: +91-22-40569966 | Mobile:- +91 9930582739| Website: www.inspira.co.in
Inspira Enterprise India (P) Ltd.
23, Level 2, Kalpataru Square, Kondivita Lane, Off. Andheri-Kurla Road, Andheri (East), Mumbai - 400059.

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: Monday, October 29, 2018 5:15 PM
To: pmc@nashiksmartcity.in
Subject: Nashik Municipal Corporation Smart LED Street Light Tender
Importance: High

Prospective Bidder

Nashik Municipal Corporation has published Smart LED Street Light Tender. Following are the details of the Tender (NIT is attached)

Tender ID : - 2018_NMC_365389_1
Tender Name : - Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Pre-bid Meeting : 30th October, 2018 3:00 PM ; Rajiv Gandhi Bhavan, Nashik Municipal Corporation.

Regards,
Executive Engineer,
Electrical Department,
NMC

Sr:No	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/ Change
1	Section No:5.1 (LED Technical Specifications)	5.1.xxxi.	69	For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Please clarify which are the dimmable LED luminaries.	Normally LEDs of higher wattage like 90 W and more required to be dimmable. Please clarify that our understanding is right.
2	Section No:5.2 (Feeder Panel Controller)	5.2.7	70	It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.	Please clarify whether realtime status of Circuit containing multiple lights connected to Feeder is to be reported to CSLMS	
3	Section No:5.2 (Feeder Panel Controller)	5.2.14	70	Group Control and group addressing via Feeder panel must be available. **Individual addressing, group dimming is optional.**	Please clarify why individual addressing is needed from Feeder Controller. If that is the requirement, it can be achieved by Individual Street Light Controller.	It is suggested not to ask for Individual addressing and group dimming lower wattage LED lights up to 60 Watts. So kindly deleted this requirement.
3						

Subject **RE: eSmart - Pre-Bid Clarification - ESCO Tender**

From Balaji Shinde <balaji.shinde@esmartlighting.com>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Cc 'Suresh H. Shah' <shs.ael@gmail.com>, <ap.rai@esmartlighting.com>, 'Balaji Shinde' <brshinde@gmail.com>, Mahesh <msm789819@gmail.com>, 'Ganesh Thenge' <ganeshthenge@esmartlighting.com>, 'Nandkumar Somvanshi' <nbsomvanshi@yahoo.co.in>

Date 2018-10-30 13:26

- Nashik Pre-bid Meeting 30th Oct 2018 Final -eSmart Energy.xls (~493 KB)

Dear Sir,

Further to your ESCO Tender for 92014 Nos Street Light dtd 22.10.18 , kindly find herewith our Pre-Bid Queries which need clarification from NMC

Kindly request you to confirm/Clarify to us on the same in our Pre-bid meeting today 30th Oct 2018 at 3 pm at NMC ,thanks

Warm Regards

Balaji R Shinde

National Head -ESCO Sales

eSmart Lighting

M: 98195 71722

E : balaji.shinde@esmartlighting.com

Visit us at www.esmartlighting.com

eSmart Energy - Pre Bid Queries - 30th OCTOBER 2018				eSmart
Sl.No	RFP Document Reference section	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification
	(Section No /Clause/pg no)			
1	Clause 3.13 Page 28 of 166	EARNEST MONEY DEPOSIT	For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.	~ EMD should be permitted in form of Bank Guarantee. ~ EMD in form of BG will have same security as in case of FDR ~ EMD in form of BG will bring down the cost of project.
2	Clause 30.1 Page 137 of 166	PERFORMANCE BANK GUARANTEE	The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 7 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.	~ Request to please bring down the PBG to Rs 2.55 Cr i.e. 3% of Project value ~ Understand that the PBG has been worked out @10% of project value. If we capitalise the EMD @1% of project value then project value comes to Rs 85 Cr and hence the PBG asked for Rs 8.5 Cr comes to 10% ~ The 10% PBG is normally asked in case of EPC project however this project is based on DBFOMMT where all investment is done by ESCO company. ~ Being all investment is done by ESCO company under DBFOMMT model hence the PBG value should be less as compared to EPC project. ~ If we refer the PBG clause in NHAI BOT project , PBG use to be given till the concessioner expend their equity in the project. Just after that PBG get released. Means even before the completion of the build part of the project PBG get released. As they invest their equity in the project which de-risk the project.
3	Clause 3.24.3 Page 35 of 166	PRE-QUALIFICATION CRITERIA (TECHNICAL CAPACITY)	Nasik being one of Smart Cities in Maharashtra ,the Bidder has to have relevant prior Technical expertise and experience of Supply,Installation ,Testing,Comissioning & Maintenance of atleast 25,000 Smart LED Lighting Fixtures in last 5 yrs ,this is CRITICAL as this is ESCO Project with Full Accountability and not mere Supply & installationjob as done for EESL Tenders	Technical Capacity Pre-qualification as this ESCO project is OF Higher value 92,000 Lights and needs thorough Vetting /Pre-qualification of Bidders
4	Clause 3.24.3 -	Pre Qualification criteria (Financial capacity)	i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014- 15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	~ In ESCO business revenue booked in accounts on annuity basis. Means if the project value of 85 Cr in 7 years then per year revenue will come approx. Rs 12 Cr hence the turnover of ESCO company are not that much as it is there in EPC company. ~ Considering that we request for keep average revenue criteria is 2 times of the yearly annuity of the estimated project value. That is 24 Cr 90% of (Rs 85 Cr/7yrs*2) ~ Keeping higher revenue will restrict ESCO company to participate as they may not have that much of turnover because they book annuity revenue in their books, ~ For example if a ESCO company books revenue of Rs 10 Cr means they have executed a project of 100 Cr in that year considering 10 year is concession period,.

5	Clause 5.1 Page 67 of 166	Toughened Glass/Polycarbonate cover for LED Die cast Fixture	As our Fixture is with IP 66 and IK 06 Compliant secondary Optic Lens in place of Polycarbonate /Glass cover for better Light distribtion and avoid any Light Tresspass ,we request this be accepted in place of Polycarbonate /Glass cover	As this meets the Tender Specification of IP 66 AND IK 05 request to agree for the same
6	Clause 5.1 (XIX)Page 67 of 166	Luminaire Housing made up of corrosion free Pressure die cast alumnium housing confirming IP66	As our Fixture is Aluminium Extruded hosing with IP 66 and IK 06 Compliant	As this meets the Tender Specification of IP 66 AND IK 05 and Alumnium Extrsuion has better heat transforming technique and hence request to agree for the same
7	Clause 8.3 Page 115 of 166	GST component in the Energy savings revenue	GST Component is the amt which the ESCO Company has to pay to the government hence the same shall be reimbursed by NMC to the bidder	This needs to be confirmed to the Bidders as this would have Large Financial Impact
8	Clause 5.5 Page 75 of 166	Central Street Lighting Management System Functional Specifications - Reports & Analytics	a) Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report c. Power leakages	more clarification required:- since at each panel measurement of LUX requires huge site data collection hence certain locations should be selected instead of each CSLMS . For power leakage can be provided in terms of over load.
9	Clause 4.5 Page 53 of 166	Proposed responsibility of CONCESSIONAIRE	90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)	We propose this shall also be considered as a group control method, where the entire project will be in one base technology and it is healthier for data accessing to concessionaire and to NMC too.
10	Clause 4.4 page 50 of 166	PAYMENT SECURE MECHANISM	As tender talks of ESCROW account , we would suggest NMC provide the Bidder with Auto Revolving Letter of Credit for value of 6 months of Energy saving revenue as part of Secured Payment Mechanism for Bidder ,ESCROW Account would mean high Interest charges being levied on the Parked amount for both NMC & Bidder	CRITICAL as this is related to Commercial Viability of ESCO Project
11	Clause 4.6 of page of 54 of 166	Revenue share	As per RFP the revenue share will start after complete implementation, which is not justifiable to ESCo. This need to be sorted out as to start biilling upon installation of first 10 lights and as is ahead till the completion of project	It is very tough for ESCO on part of Financial arrangements
12	Clause 3.24.4 page 38 (point no. 9)	GIS Mapping of each fixture on city map	Since we already dealing with such projects where as per our experience it is not needed however we do have GIS mapping of each CSLMS panel over the City mapping	The technology for individual tracing is add on cost and practically it is not needed.
13		Free service wire, bracket arms, clamps where it is faulty or needs to change on bidders account.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
14		Painting of all MS poles shall be done twice in tenure by bidder with no extra cost.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
15		Earthing compliance shall be verified by Bidder only during baseline and later on if any failure due to this will not be considered.	we will check during baseline survery however it is a periodic mesuarement and verification method hence , we recoomend to compansate to ESCO for doing Earthing related work on actual basis or NMC shall take care of it	Periodic M&V
16		As per RFP the Uptime demanded is 99.5%	We recommend it shall be > 96% and if the query not resolved within 48% ESCO is responsible for penalty	This is difficult to maintain practically to meet 99.5% throughout the tenure (Esco can be penalised for <96% uptime)
17	Clause 3.24.5 (C) page 39 of 166	Details of Energy saving from individual pillar will be amicably decided as follows.	Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.	As there are total 1840 no's of switching points/ Feeder panels hence how these could be possible to do

18	Clause 4.1 of page 45 of 166	Scope of work	The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.	In Tender doucuments you have mentioned to give quotation for buyoff of these removed fittings where as in this particular scope of work you are asking to handover these fittings to NMC which is contradicting
19	Clause 4.12 of page 61 of 166	Assesment of Lighting Load	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC	As initial load of conventional fittings will be very high while we replaced it with LED lights it will reduce drastically hence it will not be possibkle to do these exercise with proposed panels hence only energy meter reading shall be allowed for these exercise

Print Close

From: Patjoshi, Amit (amitpatjoshi@kpmg.com) **Date:** Sat, 15 Sep 2018 07:26:48 +0000
To: ee2electrical@nashikcorporation.in
Subject: Automatic reply: Invitation for Demonstration (proof of concept) as part of tender evaluation process.

Hi

Thank you for your email. I am out office on personal time out from 7th to 22nd Sept . I will have no email access during this period, please expect a delayed response.

Incase of urgency, you may connect me at +91-9930844880 or my colleague Aarti and Devroop for any immediate support at Harbhajanka, Aarti <aharbhajanka@kpmg.com> and Dhar, Devroop <devroopdhar@kpmg.com>

Regards
Amit

****
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दि- ०९/०८/२०१८

सविनय सादर,

विषय - वॉक विथ कमीशनर - साईनाथ नगर येथील योग हॉल मध्ये लाईट कनेक्शन उपलब्द करुन देणे बाबत.

संदर्भ - वॉक विथ कमीशनर हया उपक्रमातील प्राप्त टोकण क्र.६५ चा अर्ज

उपरोक्त विषयान्वये दि.२६/०५/२०१८ रोजी झालेल्या वॉक वुथ कमीशनर हया उपक्रमातील प्राप्त टोकण क्र.६५ मध्ये अर्जदार सौ.साधना जोशी यांनी साईनाथ नगर येथील योग हॉल मध्ये लाईट कनेक्शन उपलब्द करुन देणे बाबत तक्रार दिलेली आहे.

"साईनाथ नगर येथील योग हॉल मध्ये लाईट कनेक्शन उपलब्द करुन घेणे कामी आपण मनपाच्या मिळकत विभागाशी संपर्क करुन त्याच्या कडुन नाहरकत दाखला घेवून म.रा.वि.वि कं कडुनविजमिटर घेणेची कार्यवाही आपले स्थरावर करणेत यावी."

तरी वरील बाबत वॉक विथ कमीशनर मध्ये अर्जदारास ऑनलाईन पोर्टलवर अपलोड करणेस मान्यता मिळणेस विनंती.

कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका, नाशिक

मा.अधीक्षक अभियंता (विद्युत/ यांत्रीकी)

मा.आयुक्त

Subject **Pe bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on PPP model**

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>

Cc pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, Amol Nisal <amolnisal@tataprojects.com>

Date 2018-10-30 14:31

- Pre Bid Queries_NMC LED Street Light Project _Revised tender 30th Oct.pdf (~401 KB)

Dear Sir

Greetings from Team Tata Projects !!

Thanking you for re floating the RFP .

With reference to the above mentioned subject , kindly acknowledge that M/s Tata Projects Ltd is keen on participating for

However we have raised few queries (Attached herewith) , request you to please acknowledge and respond to our queries

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

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Pre-Bid Queries from TATA PROJECTS LIMITED (TPL)

Project Name	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-
Bidding Entity	Tata Projects Limited, One Boulevard , 2nd 3rd & 4th Floor , Lake Boulevard Street , Hiranandani Business Park , Powai, Mumbai 400076 www.tataprojects.com
Contact Person Name	Amol Nisal, Head - BD , +91-9967414465, amolnisal@tataprojects.com
Contact Person Alternate	Abhishek Das, Manager- BD +91-7506667471, abhishekdas@tataprojects.com
RFP ID	NMC/ELED/16/2017-18

S.No	Vol No. / Section No.	RFP / SRS sentence	Clarification/Query	Tata Projects Limited Suggestion
1	Page no 44; Clause 4.3	Monetization through Advertisement Rights - The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 30000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / circular.	The intention of the RFP is for concessionaire for the Management of the Streetlight Network . Addition of monetization of advertisement rights is diluting the main intent of energy savings and proper management of streetlight network.	TPL requests NMC and Authorities to review the clause and request deletion of this clause
2	Page no 58; Clause 6.15	Earnest Money Deposit (EMD) - For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.		Earnest Money Deposit (EMD) - For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.
3	Page no 59; Clause 6.31 point no.5	In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items irrespective of the outcome of the police related procedure.	While the CONCESSIONAIRE will address any theft related to material, theft of energy cannot be addressed by CONCESSIONAIRE.	CONCESSIONAIRE will report any theft related to material to NMC & file NMC which shall then take the corrective action to register of theft and copies of FIR. In addition to the CONCESSIONAIRE shall not be held responsible for any energy loss or equipment theft.
4	Implementation period	Implement (The period of 9 months) extendable by 3 months with prescribed penalty)		Request to amend the implementation period to 12 months without any penalty)
5	Infrastructure development	Page 50 & Page 53 have self contradictory statements		Please clear on the Bid. Whether [illegible]
6	Service Wire - Page no. 57	The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features - Diameter of 10 sq.mm. - PVC insulated - 4 core Aluminium wire - Junction box in Flexible 3* 1.0 Sq.m.m. Copper Cable		NMC is asking for copper cable whereas the entire [illegible] network will be prone to theft although it is [illegible] present
7	Pole Replacement	Replacement of Pole to accommodate LED - if required		We assume there will be provision of [illegible] to accommodate LED to pole replacement and it will be done by NMC
8	Payment Terms	Payment Terms	In the RFP, the payment terms of the assignment are not mentioned clearly.	In view of this, it is suggested to propose the payment terms mainly per item rate as mentioned below
9	Uptime	Uptime 98%	The minimum uptime to be maintained is mentioned as 98.5% which is very stringent	It is recommended as Uptime 95%
10	Spare	Provide the listing of [illegible] during implementation phase and spares during O&M phase	It is requested to clarify whether NMC provide spare for assets	Kindly to clarify the same

S.No	Vol No. / Section No.	RFP / SRS sentence	Clarification/Query	Tata Projects Limited Suggestion
11	24X7 centralized helpdesk	The CONCESSIONAIRE will set up a 24X7 centralized helpdesk for the project for entire concession period	Please clarify if space for call center shall be provided by NMC and if the centralized helpdesk shall need to be integrated with existing complaint handling mechanism or the new setup shall be function independently	May like to clarify the same.

Subject **Pre Bid queries for Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik**

From Uday Bhaskar Rao Abburu <uday@iramtech.com>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Date 2018-10-30 14:59

- IRAM TECHNOLOGIES PVT LTD-Prebid-Queries.xlsx (~14 KB)

Dear Sir,

We have gone through the subject RFP. We have some queries related to this RFP.
Please find attached queries for the above mentioned RFP and kindly respond to these queries in detail.
Our person will attend the Pre Bid meeting today.

Regards

UdayaBhaskar Rao Abburu
Managing Director
IRAM TECHNOLOGIES PVT LTD
Mobile: +91-9845695851

Pre Bid Queries from IRAM TECHNOLOGIES PVT LTD for **Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.**

Sr:No	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/ Change
1	Section No:5.1 (LED Technical Specifications)	5.1.xxxi.	69	For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Please clarify which are the dimmable LED luminaries.	Normally LEDs of higher wattage like 90 W and more required to be dimmable. Please clarify that our understanding is right.
2	Section No:5.2 (Feeder Panel Controller)	5.2.7	70	It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.	Please clarify whether realtime status of Circuit containing multiple lights connected to Feeder is to be reported to CSLMS	
3	Section No:5.2 (Feeder Panel Controller)	5.2.14	70	Group Control and group addressing via Feeder panel must be available. **Individual addressing, group dimming is optional.**	Please clarify why individual addressing is needed from Feeder Controller. If that is the requirement, it can be achieved by Individual Street Light Controller.	It is suggested not to ask for Individual addressing and group dimming for lower wattage LED lights up to 60 Watts. So kindly deleted this requirement.
4	TD: Glossory	4.6 Table Item-4	16 & 54	**Consession Period:** Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment	Please clarify whether the Consession period is 10 years 9 months or 7 year 9 months.	For better participation by most of the MSIs we request you to make the concession period 10 years 9 months. This will help MSI to recover ROI in longer years.

5	TD:	4.3	47	Monetization Through Advertisement	Please make it Optional.	Please make this revenue model as optional as the advertisement on city streets is banned by many cities due to court ruling. Recently Bangalore has banned the advertisements in city for one year obying High Court Order.
6	TD	3.24.3	35	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid.	Please clarify whether a MNC company having 100% Indian Subsiadary in India registered under Indian Companies Act 2013 is eligible to participate with its parent company credentials as consortium partner along with other Indian companies.	This provision will allow MNCs with rich experience in Revenue sharing model projects will be allowed to participate as Consortium partners.

7	Section 4.1.2	Clause No.1	46	90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)	Please change the statement of Street Light Controller (SLC) fitted on group street poles to individual street light controllers fitted on street poles.	To get light individual control, individual controllers are required.
	Section 5.3		71	The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles.		
2	Section 5.3	Clause No.1	71	It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.	Street Light Controllers for individual light control cannot be placed on the Feeder Panels. Please remove the feeder panel.	Street Light Controllers for the individual light control and Feeder panel Controllers , both are different from each other
3	Section 8.2	Clause No.5	111	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	Please clarify is individual street controllers are in scope of work for luminaries > = 90 watts	Individual luminarie information is available only if individual controllers are installed. Through feeder panel control individual luminarie information is not possible.

Subject **FW: eSmart - Pre-Bid Clarification - ESCO Tender**

From Balaji Shinde <balaji.shinde@esmartlighting.com>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Cc 'Suresh H. Shah' <shs.ael@gmail.com>, <ap.rai@esmartlighting.com>, 'Ganesh Thenge' <ganeshthenge@esmartlighting.com>, 'Nandkumar Somvanshi' <nbsomvanshi@yahoo.co.in>, Mahesh <msm789819@gmail.com>, 'Balaji Shinde' <brshinde@gmail.com>

Date 2018-10-31 12:41

- Nashik Pre-bid Meeting 30th Oct 2018 Final -eSmart Energy after Prebid.xls (~497 KB)

Dear Sir,

Greetings from eSmart Energy !

We thank you for the Kind courtesy extended to our colleagues during the pre-bid meet yesterday at NMC

As discussed ,kindly find the **Updated Pre-bid Queries from eSmart** , including the points which had been discussed during the Pre-bid meeting at NMC

We look forward to receiving the Clarification on same at the earliest ,thanks

Warm Regards

Balaji R Shinde

National Head -ESCO Sales

eSmart Lighting

M: 98195 71722

E : balaji.shinde@esmartlighting.com

Visit us at www.esmartlighting.com

eSmart

From: Balaji Shinde [mailto:balaji.shinde@esmartlighting.com]
Sent: Tuesday, October 30, 2018 1:27 PM
To: 'ee_electrical@nmc.gov.in'; 'pmc@nashiksmartcity.in'
Cc: 'Suresh H. Shah'; 'ap.rai@esmartlighting.com'; 'Balaji Shinde'; Mahesh; 'Ganesh Thenge'; 'Nandkumar Somvanshi'
Subject: RE: eSmart - Pre-Bid Clarification - ESCO Tender

Dear Sir,

Further to your ESCO Tender for 92014 Nos Street Light dtd 22.10.18 , kindly find herewith our Pre-Bid Queries which need clarification from NMC

Kindly request you to confirm/Clarify to us on the same in our Pre-bid meeting today 30th Oct 2018 at 3 pm at NMC ,thanks

Warm Regards

Balaji R Shinde

National Head -ESCO Sales

eSmart Lighting

M: 98195 71722

E : balaji.shinde@esmartlighting.com

Visit us at www.esmartlighting.com

eSmart

eSmart Energy - Pre Bid Queries - 30th OCTOBER 2018

eSmart

Sl.No	RFP Document Reference section (Section No /Clause/pg no)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification
1	Clause 3.13 Page 28 of 166	EARNEST MONEY DEPOSIT	For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.	~ EMD should be permitted in form of Bank Guarantee. ~ EMD in form of BG will have same security as in case of FDR ~ EMD in form of BG will bring down the cost of project.
2	Clause 30.1 Page 137 of 166	PERFORMANCE BANK GUARANTEE	The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 7 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.	~ Request to please bring down the PBG to Rs 2.55 Cr i.e. 3% of Project value ~ Understand that the PBG has been worked out @10% of project value. If we capitalise the EMD @1% of project value then project value comes to Rs 85 Cr and hence the PBG asked for Rs 8.5 Cr comes to 10% ~ The 10% PBG is normally asked in case of EPC project however this project is based on DBFOMMT where all investment is done by ESCO company. ~ Being all investment is done by ESCO company under DBFOMMT model hence the PBG value should be less as compared to EPC project. ~ If we refer the PBG clause in NHAI BOT project , PBG use to be given till the concessioner expend their equity in the project. Just after that PBG get released. Means even before the completion of the build part of the project PBG get released. As they invest their equity in the project which de-risk the project.
3	Clause 3.24.3 Page 35 of 166	PRE-QUALIFICATION CRITERIA (TECHNICAL CAPACITY)	Nasik being one of Smart Cities in Maharashtra ,the Bidder has to have relevant prior Technical expertise and experience of Supply,Installation ,Testing,Comissioning & Maintenance of atleast 25,000 Smart LED Lighting Fixtures in last 5 yrs ,this is CRITICAL as this is ESCO Project with Full Accountability and not mere Supply & installationjob as done for EESL Tenders	Technical Capacity Pre-qualification as this ESCO project is OF Higher value 92,000 Lights and needs thorough Vetting /Pre-qualification of Bidders

4	Clause 3.24.3 -	Pre Qualification criteria (Financial capacity)	i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014- 15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	~ In ESCO business revenue booked in accounts on annuity basis. Means if the project value of 85 Cr in 7 years then per year revenue will come approx. Rs 12 Cr hence the turnover of ESCO company are not that much as it is there in EPC company. ~ Considering that we request for keep average revenue criteria is 2 times of the yearly annuity of the estimated project value. That is 24 Cr 90% of (Rs 85 Cr/7yrs*2) ~ Keeping higher revenue will restrict ESCO company to participate as they may not have that much of turnover because they book annuity revenue in their books, ~ For example if a ESCO company books revenue of Rs 10 Cr means they have executed a project of 100 Cr in that year considering 10 year is concession period,.
5	Clause 5.1 Page 67 of 166	Toughened Glass/Polycarbonate cover for LED Die cast Fixture	As our Fixture is with IP 66 and IK 06 Compliant secondary Optic Lens in place of Polycarbonate /Glass cover for better Light distribtion and avoid any Light Tresspass ,we request this be accepted in place of Polycarbonate /Glass cover	As this meets the Tender Specification of IP 66 AND IK 05 request to agree for the same
6	Clause 5.1 (XIX)Page 67 of 166	Luminaire Housing made up of corrosion free Pressure die cast alumnium housing confirming IP66	As our Fixture is Aluminium Extruded hosing with IP 66 and IK 06 Compliant	As this meets the Tender Specification of IP 66 AND IK 05 and Alumnium Extrsuion has better heat transforming technique and hence request to agree for the same
7	Clause 8.3 Page 115 of 166	GST component in the Energy savings revenue	GST Component is the amt which the ESCO Company has to pay to the government hence the same shall be reimbursed by NMC to the bidder	This needs to be confirmed to the Bidders as this would have Large Financial Impact
8	Clause 5.5 Page 75 of 166	Central Street Lighting Management System Functional Specifications - Reports & Analytics	a) Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report c. Power leakages	more clarification required:- since at each panel measurement of LUX requires huge site data collection hence certain locations should be selected instead of each CSLMS . For power leakage can be provided in terms of over load.
9	Clause 4.5 Page 53 of 166	Proposed responsibility of CONCESSIONAIRE	90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)	We propose this shall also be considered as a group control method, where the entire project will be in one base technology and it is healthier for data accessing to concessionaire and to NMC too.

10	Clause 4.4 page 50 of 166	PAYMENT SECURE MECHANISM	As tender talks of ESCROW account , we would suggest NMC provide the Bidder with Auto Revolving Letter of Credit for value of 6 months of Energy saving revenue as part of Secured Payment Mechanism for Bidder ,ESCROW Account would mean high Interest charges being levied on the Parked amount for both NMC & Bidder	CRITICAL as this is related to Commercial Viability of ESCO Project
11	Clause 4.6 of page of 54 of 166	Revenue share	As per RFP the revenue share will start after complete implementation, which is not justifiable to ESCo. This need to be sorted out as to start biilling upon installation of first 10 lights and as is ahead till the completion of project	It is very tough for ESCO on part of Financial arrangements
12	3.24.4 page oint no. 9)	GIS Mapping of each fixture on city map	Since we already dealing with such projects where as per our experience it is not needed however we do have GIS mapping of each CSLMS panel over the City mapping	The technology for individual tracing is add on cost and practically it is not needed.
13		Free service wire, bracket arms, clamps where it is faulty or needs to change on bidders account.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
14		Painting of all MS poles shall be done twice in tenure by bidder with no extra cost.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work
15		Earthing compliance shall be verified by Bidder only during baseline and later on if any failure due to this will not be considered.	we will check during baseline survery however it is a periodic mesuarement and verification method hence , we recoomend to compansate to ESCO for doing Earthing related work on actual basis or NMC shall take care of it	Periodic M&V
16		As per RFP the Uptime demanded is 99.5%	We recommend it shall be > 96% and if the query not resolved within 48% ESCO is responsible for penalty	This is difficult to maintain practically to meet 99.5% throughout the tenure (Esco can be penalised for <96% uptime)
17	Clause 3.24.5 (C) page 39 of 166	Details of Energy saving from individual pillar will be amicably decided as follows.	Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.	As there are total 1840 no's of switching points/ Feeder panels hence how these could be possible to do
18	Clause 4.1 of page 45 of 166	Scope of work	The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.	In Tender doucuments you have mentioned to give quotation for buyoff of these removed fittings where as in this particular scope of work you are asking to handover these fittings to NMC which is contradicting

19	Clause 4.12 of page 61 of 166	Assesment of Lighting Load	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC	As initial load of conventional fittings will be very high while we replaced it with LED lights it will reduce drastically hence it will not be possibkle to do these exercise with proposed panels hence only energy meter reading shall be allowed for these exercise
20	Clause 6.4 Page 124 of 166	Operation & Maintenance of LED Lights	As it is Crucial for Proper Maintenance of LED Lights regularly to ensure there is NO Light degradation (min 16%) affecting the Users. For this NMC needs to ensure a proper Cleaning mechanism of LED Lights as done in all ESCO projects across India ,the avg Cost of O&M per year is around Rs.500 per light /year OR Just Rs.42 per light per month for a Guaranteed Lux Performance	O&M cost has to be separate during the ESCO Project tenure , by which NMC can demand for Guaranteed LUX Performance in Tender
21	Clause 4.1 Page 45 of 166 / Clause 4.4 Concessionaire Project structure Page 51 of 166	Scope of work -Tenure	As the Project term is for 7 years & 9 months (for execution) is short for Commercial Viability of such Project we request to consider the term for 10 years and 9 months for execution	Commercial Viability of Project
22	Clause 4.9.1 Page 56 of 166	Baseline Energy Consumption determination - Conventional and Non Conventional Lights	For Baseline Energy Consumption determination NMC has taken wattage loss for Conventional lights as 15% ,this has to be Min 16-18% as normally found in Street lighting & for Non Conventional Lights its given as 5% whereas it should be Min 10-15% or actual measurement during baseline ,whichever is more.	Accurate Assesment of Baseline energy consumption is critical for successful ESCO Project implementation
23	Points discussed in pre-bid meeting on 30th Oct 2018	CSLMS Solution Installation after LED Lights installation	As per NMC ,CCMS shall be installed before implementation of lights for measurement of existing lights power, which is technically not viable as explained by us in Pre-bid,Hence we have suggested to install CCMS after installing the LED lights only. We Kindly request to accept & confirm on same	CSLMS Solution Instllation
24	Points discussed in pre-bid meeting on 30th Oct 2018	Baseline survey measurement	As per NMC ,Baseline survey to be done for 100% of the lights in Nashik which is impractical and lengthy, hence as suggested in pre-bid to consider only 5% of the total volume for baseline survey as per the road categories for baseline data measurement as done in similar ESCO projects.We Kindly request to accept & confirm on same	Baseline survey measurement

Print Close

From: Dhanesh Sharma (dhanesh.sharma@inspira.co.in) **Date:** Tue, 2 Oct 2018 16:34:23 +0530
To: ee2electrical@nashikcorporation.in, Prashant Kodape
Cc: ceo@nashiksmartcity.in, ngauda@kpmg.com, amitpatjoshi@kpmg.com, mukulbapat@kpmg.com, priyankak2@kpmg.com, bapatmukul@outlook.com, Subin S, pmc@nashiksmartcity.in, ps198066@gmail.com, winwalksystem@gmail.com, uday@iramtech.com, vishal@iramtech.com
Subject: RE: Invitation for Demonstration (proof of concept) as part of tender evaluation process.
Attachments: image002.png

Dear Sir,
Please find below reply inline pertaining to your meeting with IRAM our OEM partner last week at Nasik.

1. The fitting demonstrated by you were of 120 Wattage each on a single pole, whereas as per Use Case same should be done on three consecutive poles.
   IRAM comments: We mentioned that we will demonstrate with two LED lights of each type. We will fix the other types also and show the demo.

2. Fixtures of all wattage's covered under scope of work needs to be demonstrated.
   IRAM comments : Yes. They will be demonstrated as following.
   120 and 90 W will be dimmable & addressable type. Dimming will be supported through Street Light controller & Gateway.
   60, 45, 36 & 24 Watts LED lights will be non-dimmable non addressable type. All these types will be connected through Addressable Feeder. But all the light poles will be shown on the map view for inventory purpose.

1. Demonstration of individual addressable fitting from feeder panel through software is missing.
   IRAM comments : The technology of individual addressable lights from the Feeder Panel is very old and outdated. It is very expensive and does not support the business case for this project.
   Hence we support only addressable Feeder Panel. But from the feeder panel we can detect how many connected lights are working and how many are not working. Precisely which light is faulty under the feeder is not possible to detect.

Regards,
Dhanesh Sharma
Email: dhanesh.sharma@inspira.co.in | Contact No.: +91-22-40569999/ +91-22-40569963 |

Fax: +91-22-40569966 | Mobile: +91 9930582739| Website: www.inspira.co.in

Inspira Enterprise India (P) Ltd.
23, Level 2, Kalpataru Square, Kondivita Lane, Off. Andheri-Kurla Road,
Andheri (East), Mumbai - 400059.



From: ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>
Sent: Saturday, September 29, 2018 4:54 PM
To: dhanesh.sharma@inspira.co.in; prashant.kodape@inspira.co.in
Cc: ceo@nashiksmartcity.in; ngauda@kpmg.com; amitpatjoshi@kpmg.com; mukulbapat@kpmg.com; priyankak2@kpmg.com; bapatmukul@outlook.com; subin.s@inspira.co.in; pmc@nashiksmartcity.in; ps198066@gmail.com; winwalksystem@gmail.com; uday@iramtech.com; vishal@iramtech.com
Subject: Re: Invitation for Demonstration (proof of concept) as part of tender evaluation process.

Dear Dhanesh,

As per the yesterday's discussion during Proof of Concept following pointers need to be demonstrated on Monday, 01st October 2018:

1. The fitting demonstrated by you were of 120 Wattage each on a single pole, whereas as per Use Case same should be done on three consecutive poles.
2. Fixtures of all wattage's covered under scope of work needs to be demonstrated.
3. Demonstration of individual addressable fitting from feeder panel through software is missing.

Sd/-

Head of Electrical & Mechanical Department

Nashik Municipal Corporation

----- Original Message -----
From: Dhanesh Sharma [mailto:dhanesh.sharma@inspira.co.in]
To: prashant.kodape@inspira.co.in>, "ee2electrical@nashikcorporation.in"
Cc: ceo@nashiksmartcity.in, ngauda@kpmg.com, amitpatjoshi@kpmg.com, mukulbapat@kpmg.com, priyankak2@kpmg.com, bapatmukul@outlook.com, subin.s@inspira.co.in, pmc@nashiksmartcity.in, ps198066@gmail.com, winwalksystem@gmail.com, uday@iramtech.com, vishal@iramtech.com
Sent: Tue, 25 Sep 2018 04:54:50 +0000
Subject: Re: Invitation for Demonstration (proof of concept) as part of tender evaluation process.

Dear sir,
As discussed over phone now, our local consortium partner will handover poc process documents in some time now. Once we get acceptence we will dispatch material immdiately and start poc from tomorrow
Regards
Dhanesh
Get Outlook for Android

From: ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>
Sent: Monday, September 24, 2018 6:26:22 PM
To: dhanesh.sharma@inspira.co.in; prashant.kodape@inspira.co.in
Cc: ceo@nashiksmartcity.in; ngauda@kpmg.com; amitpatjoshi@kpmg.com; mukulbapat@kpmg.com; priyankak2@kpmg.com; bapatmukul@outlook.com; subin.s@inspira.co.in; pmc@nashiksmartcity.in; ps198066@gmail.com; winwalksystem@gmail.com
Subject: RE: Invitation for Demonstration (proof of concept) as part of tender evaluation process.

Dear Dhanesh

As per your earlier communication, Proof of Concept should be commenced on 24th September, 2018. Original Proof of Concept should have commenced on 18th September, 2018. But yet till today no work for the proof of Concept has been started. It should be done on priority, the Proof of Concept need to be commenced tomorrow i.e. 25th September, 2018. Otherwise necessary action will be initiated.

Regards,
Head of the Department,
Electrical-Mechanical Department,
Nashik Municipal Corporation

----- Original Message -----
From: Dhanesh Sharma [mailto:dhanesh.sharma@inspira.co.in]
To: ee2electrical@nashikcorporation.in>, "Prashant Kodape"
Cc: ceo@nashiksmartcity.in, ngauda@kpmg.com, amitpatjoshi@kpmg.com, mukulbapat@kpmg.com, priyankak2@kpmg.com, bapatmukul@outlook.com, subin.s@inspira.co.in, pmc@nashiksmartcity.in, ps198066@gmail.com, winwalksystem@gmail.com
Sent: Mon, 17 Sep 2018 11:43:41 +0530
Subject: RE: Invitation for Demonstration (proof of concept) as part of tender evaluation process.

Dear Sir
Thanks for your mail ..
As per attached letter, DEMO has been scheduled starting 18th Sep which is tomorrow.
Our sincere request to give us time till Monday 24th Sep to start this Demo due to dependencies on OEMs for hardware availability

Anticipating your kind approval for the same

Regards,
Dhanesh Sharma
Email: dhanesh.sharma@inspira.co.in | Contact No.: +91-22-40569999/ +91-22-40569963 |

Fax: +91-22-40569966 | Mobile: +91 9930582739| Website: www.inspira.co.in

Inspira Enterprise India (P) Ltd.
23, Level 2, Kalpataru Square, Kondivit. Lane, Off. Andheri-Kurla Road,
Andheri (East), Mumbai– 400059.

From: ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>
Sent: Saturday, September 15, 2018 12:54 PM
To: prashant.kodape@inspira.co.in
Cc: ceo@nashiksmartcity.in; ngauda@kpmg.com; amitpatjoshi@kpmg.com; mukulbapat@kpmg.com; priyankak2@kpmg.com; bapatmukul@outlook.com; dhanesh.sharma@inspira.co.in; subin.s@inspira.co.in; pmc@nashiksmartcity.in; ps198066@gmail.com
Subject: Invitation for Demonstration (proof of concept) as part of tender evaluation process.

Prospective bidder,

As per clause no. 3.24.4 of RFP you need to perform Demonstration (proof of concept) for Smart LED Street light RFP. Demonstration (proof of

Strictly Private & Confidential

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik - 422001

Date: 03rd November 2018

Subject: Submission of Pre-bid queries reply (CSD) for Smart LED Street light Project.

Tender ID: 2018_NMC_365389_1

Dear Sir

We are pleased to submit Pre-bid queries reply (CSD) for Smart LED Street light Project.

With regards

Nilesh Gauda
Associate Director, IGH
KPMG

विद्युत विभाग
आवक नं. ...९६७...
दिनांक- ०३/११/२०१८

KPMG

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1 The performance of KPMG's services and the report issued to the Client are based on and subject to the terms of the Contract.

2 This report is confidential and for the use of management only. It is not to be distributed beyond the management nor is to be copied, circulated, referred to or quoted in correspondence, or discussed with any other party, in whole or in part, without our prior written consent.

3 This report sets forth our views based on the completeness and accuracy of the facts stated to KPMG and any assumptions that were included. If any of the facts and assumptions is not complete or accurate, it is imperative that we be informed accordingly, as the inaccuracy or incompleteness thereof could have a material effect on our conclusions.

4 While performing the work, we assumed the genuineness of all signatures and the authenticity of all original documents. We have not independently verified the correctness or authenticity of the same.

5 We have not performed an audit and do not express an opinion or any other form of assurance. Further, comments in our report are not intended, nor should they be interpreted to be legal advice or opinion.

6 Our report may make reference to 'KPMG Analysis'; this indicates only that we have (where specified) undertaken certain analytical activities on the underlying data to arrive at the information presented; we do not accept responsibility for the veracity of the underlying data.

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9 By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned hereinabove.

Nashik Municipal Corporation (NMC)
Electrical – Mechanical Department

No.: M.N.Pa./Vidyut/592/2018 Date: 03/11/2018

Common Set of Deviations (CSD)

E-Tender Notice: 16

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Sd/-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
1	Section No:5.1 (LED Technical Specifications)	5.1.xxxi.	69	For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Please clarify which are the dimmable LED luminaries.	Normally LEDs of higher wattage like 90 W and more required to be dimmable. Please clarify that our understanding is right.	RFP Conditions prevail. Check Scope of Work, Section 4.1.2
2	Section No:5.2 (Feeder Panel Controller)	5.2.7	70	It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.	Please clarify whether realtime status of Circuit containing multiple lights connected to Feeder is to be reported to CSLMS		RFP Conditions prevail. 90 watt below (< 90 watt) fixtures should have group on-off control and **group addressing** (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase).
3	Section No:5.2 (Feeder Panel Controller)	5.2.14	70	Group Control and group addressing via Feeder panel must be available. **Individual addressing, group dimming is optional.**	Please clarify why individual addressing is needed from Feeder Controller. If that is the requirement, it can be achieved by Individual Street Light Controller.	It is suggested not to ask for Individual addressing and group dimming for lower wattage LED lights up to 60 Watts. So kindly deleted this requirement.	RFP Conditions prevail. **Individual addressing, group dimming is optional.**
4	TD: Glossory	4.6 Table Item-4	16 & 54	**Consession Period:** Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment	Please clarify whether the Consession period is 10 years 9 months or 7 year 9 months.	For better participation by most of the MSIs we request you to make the concession period 10 years 9 months. This will help MSI to recover ROI in longer years.	**Consession Period:** Means the **7 (Seven)** years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment
5	TD:	4.3	47	Monetization Through Advertisement	Please make it Optional.	Please make this revenue model as optional as the advertisement on city streets is banned by many cities due to court ruling. Recently Bangalore has banned the advertisements in city for one year obying High Court Order.	RFP Conditions prevail.
6	TD	3.24.3	35	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid.	Please clarify whether a MNC company having 100% Indian Subsiadary in India registered under Indian Companies Act 2013 is eligible to participate with its parent company credentials as consortium partner along with other Indian companies.	This provision will allow MNCs with rich experience in Revenue sharing model projects will be allowed to participate as Consortium partners.	RFP Conditions prevail.
7	Section 4.1.2	Clause No.1	46	90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)	Please change the statement of Street Light Controller (SLC) fitted on group street poles to individual street light controllers fitted on street poles.	To get light individual control, individual controllers are required.	RFP Conditions prevail. • 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) (Street Light Controller) • 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional. (Feeder panel controller).
8	Section 5.3		71	The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles.			
9	Section 5.3	Clause No.1	71	It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.	Street Light Controllers for individual light control cannot be placed on the Feeder Panels. Please remove the feeder panel.	Street Light Controllers for the individual light control and Feeder panel Controllers , both are different from each other	RFP Conditions prevail. • 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) (Street Light Controller) • 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional. (Feeder panel controller).

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10	Section 8.2	Clause No.5	111	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	Please clarify is individual street controllers are in scope of work for luminaries > = 90 watts	Individual luminarie information is available only if individual controllers are installed. Through feeder panel control individual luminarie information is not possible.	RFP Conditions prevail. • 90 watt and above (> = 90 watt) fixtures should have individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) (Street Light Controller) • 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional. (Feeder panel controller).
11	Section: III - Instructions to Concessionaires	3.1 Background	Page 24 of 166	As part of this endeavor, the NMC intends to select a suic entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 7 Year with installation period of 9(nine) months.	-	What is the O&M period of project? On Page 16 of 166 you have mentioned concession Period is 10 Years and 9 Months.	**Consession Period:** Means the 7 (Seven) years (O&M Period) and 9 (Nine) months (Implementation Period.
12	Section: III - Instructions to Concessionaires	3.21 Submissin of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the NMC till the completion of the Project.	All taxes are as per government guidelines and varies according to government guidelines. So taxes should be paid at actual by the NMC.	RFP Conditions prevail.
13	Section: III - Instructions to Concessionaires	3.24.3 Envelope B: Technical Evaluation and Demonstration	Page 38 of 166	No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per decision by NMC	Site selected by NMC for measurment of LUX Levels will be having site condition as per NLC	Before selecting site NMC should define selected road as per NLC category. Then selected bidder will suggest wattage of lamp to be installed on that road category. After that lux measurment should be done.	RFP Conditons prevail.
14	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"	Please Clearify.	So we have to consider dimming while coating guarenteed Monthly Energy Saving ? NMC should defind according to previous wattage HPSV lamps in what road category(As per NLC) previously these lamps were installed. This will be helpful in deciding required lumens for that road category. According to that saving can be found out and we will be able to quote saving.	RFP Conditions Prevail.
15	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.	GST Should be paid at actual by the NMC.	As per government norms GST should be charged to the end costomer. If we are following government normes then according to that GST should be paid by NMC at actuals.	RFP Conditions Prevail.

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16	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 167	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **NMC sharing will be considered on higher saving percentage**. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, **difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)**	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **bidder sharing will be considered on higher saving percentage**. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, **difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)**	If bidder is getting penalize for providing lover saving percentage compared to quoted gurenteed energy saving percentage then bidder should get benefit of providing higher saving percentage.	RFP Conditions Prevail.
17	Section: IV – Scope of Work	4.1.3 Implementation	Page 46 of 166	The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.	-	What Supporting accessories? Please Specify.	RFP Conditions Prevail. Please check the 4.4
18	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Parameters for Evaluation of Financial bids: 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles	-	In finencial BID Evaluatation you have mentioned only following two parameter for bid evaluatation: 1. Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2. Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; Then what is the use of third point? Please clearify.	Read as : Parameters for Evaluation of Financial bids: 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3. **Deleted**
19	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles (tentative location proposed). It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables will be in the scope of CONCESSIONAIRE.	For Brackets, terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables NMC should pay for this material as per CSR(Common schedule of rates).	As this project is for establishing energy saving and not for replacement/repair street light assets NMC shoul pay for all the material which will be replaced.	RFP Conditions Prevail.
20	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	To which account does this ESCROW account will be linked?	For knowing assured payment mechanisam NMC should specify to which account the ESCROW will be linked.	RFP Conditions Prevail.

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21	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	Provisions relating to escrow account, if any: Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same.	Interest of 1.5%/month for delayed payment should be paid by NMC.	If payments are not realese on recept of bills. There should be some delayed payment mechanisam.	RFP Conditions Prevail.
22	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC.	-	Please clearify. Nothing is mentioned in Annexure III: Financial Proposal Template regarding revenue generated by advertisement.	RFP Conditions Prevail.
23	Section: IV – Scope of Work	4.5 Proposed responsibility of CONCESSIONAIRE under the project.	Page 53 of 166	Key responsibilities: 3. O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;	-	Please clearify what replacement requirment during tenure of project? How this will be paid?	RFP Conditions Prevail.
24	Section: IV – Scope of Work	4.7 LUX Level Measurments	Page 55 of 166	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations which is having street light arraggment as per NLC by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	Clause 4.1.1 states that lux on road should be as per NLC so while selecting site consition for verification the same site condition should have street light arrangment according to NLC is mandatory.	RFP Conditions Prevail.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
25	Section: IV – Scope of Work	4.8. Operating hours and dimming	Page 55 of 166	The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the **Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication.** Also the additional saving on account of such additional dimming will be shared with the Concessionaire and will be considered in the calculations towards energy savings and subsequent revenue sharing's. The Dimming is allowed only between 11:00 PM to 5:00 AM. Maximum Dimming Percentage will be above as per NLC guidelines, which will be decided as per site conditions.	-	If dimming is allowed in this project and maximum energy saving is quoted by considering dimming then why dimming is not allowed to use?	Concessionaire is required to provide dimming option in the new system **and they will be allowed to use it for additional energy saving.**
26	Section: IV – Scope of Work	4.9.1 Baseline Energy Consumption and Energy Savings for Nashik City	Page 56 of 166	-	Baseline audit should be done by the third pirty. With one representative of NMC, one representative of bidder and one representative of third pirty auditor.	-	RFP Condition Prevail.
27	-	-	-	-	For O&M of lamps NMC should pay Rs. 700/lamp/month.	Bidder have to do O&M for entire project duratation for this NMC should pay O&M Fees for o&M.	RFP Condition Prevail.
28	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 56 of 166	Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.	NMC should provide all permits for working on their site.	As bidder is working for NMC for replacemrnt and O&M. NMC should provide all permits which will be required for project.	RFP Condition Prevail. *NMC will provide all the NoC under their jurisdiction.
29	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. **No extra charge will be payable to the concessionaire for this work**. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. **Service wire will be paid as per CSR**. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.	RFP Conditions Prevail.

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30	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this **no extra charges will be payable.**	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and **this will be paid as per CSR.**	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.	RFP Conditions Prevail.
31	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may **carry out, at its own cost,** earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. **Concessionaire will get paid according to CSR,** earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.	RFP Conditions Prevail.
32	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 58 of 166	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).	-	According to asset deficiency report and anticipated expenditure for replacement after approval of NMC. Does this will be paid according to CSR? Bidder will have to paint poles twice the project duration. How this will get paid?	RFP Conditions Prevail. Bidder has to paint pole on their on cost.

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33	Section: IV – Scope of Work	4.12 Assessment of lighting load.	Page 61 of 166	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point.		Capacity of panel to operate the previous load will require 5 times more capacity panel. Request you to please delete this clause.	RFP Conditions Prevail.
34	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 9W	Please clearify why <3W LED should be used?	RFP Conditions Prevail.
35	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/**Bridgelux**	Please clearify why reputed brand Bridgelux is not included?	RFP Conditions Prevail.
36	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Color temperature of the luminaire should be 5700K (±5%)(Super-white)	Color temperature of the luminaire should be **5500K - 6500K** (±5%)(Super-white)	5700K is colour temprature of Nicha LED only. Please clearify why NMC not using full colour temprature band of bright white power LEDs?	RFP Conditions Prevail.
37	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Total Harmonic Distortion: < **10%** THD - Test Method IEC:610003-2	Total Harmonic Distortion: **< 15%** THD - Test Method IEC:610003-2	Maintaining THD lower that 10% for lower wattages LED Lamp is technically difficult.	RFP Conditions Prevail.
38	4.2 Guaranteed savings:	-	47	The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.	Do we need to capture baseline wattage data in system with lamp type?Pl. confirm	Scope Clarification	Yes.
39	4.3 Monetization Through Advertisement	1	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered	Pl. share the details needed for advertisement board power supply .	For Digital Advt boards, Power Supply Scope is required for Clarity	RFP Condtions Prevail. Responsibility Advertisment Board Power supply is with Bidder.
40	4.3 Monetization Through Advertisement	3	48	The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.	How will electricity given to advertisement banner from pole? Please share wiring diagram with design details . Would the wiring for banner seperaate from Lamps or same pole line will be used ?	For Digital Advt boards, Power Supply Scope is required for Clarity	RFP Condtions Prevail. Responsibility Advertisment Board Power supply is with Bidder.

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41	5.5. Central Street Lighting Management System Functional	3	73	The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways	Is Supplier expected to give issue logging / ticket/ CRM or equivalent system as part of deliverable ? Please elaborate the scope of features expected in this system	Scope Clarification	RFP Conditions Prevail.
42				General	why gateway is needed, why can't Public network be used	Public Network will reduce the cost as well as efforts to maintain a network post the O&M phase. Incase of Priate network deployed specifically for the project will increase the cost as well as effort in maintaining the network during and after O&M phase.	Any better technology other than tender specification may be accpeted.
43				General	Please share number of group level controllers (GLM)and Individual level controllers(ILM) numbers and Poles with two individual lamps	Number of Feeder pannel (GLM) and exected ILM controlling two lamps is required for estimation	RFP Conditions Prevail.
44		concession period	16	10 years + 9 months including installation and pg no 46 of 166 Cl no 4.1.3 point no 1 - implementation project duration period is shown as 7 years + 9 months.	Kindly clarify the O&M duration		**Consession Period:** Means the **7 (Seven)** years (O&M Period) and 9 (Nine) months (Implementation Period.
45	IV - Scope of work	4.1.1 - Survey	45	Concessionaire to carry out SURVEY of all roads and define power requiremetns for replacements	Request to provide Asbuilt drawings,cable layout and pole layout dwgs .	Required for planning of replacement and arriving at lux levels.	RFP Conditions Prevail.
46		4.4	50	O&M of Street light conductor and UG cables will be in scope of concessionaire	The NMC shall handover all conductors and under ground cables in good working and operational condition to the concessionaire		RFP Conditions Prevail. NMC will handover site in working conditions.
47		4.4	51	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.	The lux level are function of lumen output of Street light fitting , Height of Pole and Spacing between Poles. In case the height of Pole and Spacing between Poles is found to be inadequate, desired average lux levels / Uniformity as per NLC standards cannot be achieved.		RFP Conditions Prevail.
48		4.1	57	The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Aluminum flexible wire 4C x 10 sqmm is not envisaged	3 c x 1 sqmm Copper flexbile cable can be used between Over head wires to Street light JB since LED Street lights have low power requirements and do not need higher starting current w.r.t HPSV lamp	RFP Conditions Prevail.
49		4.11	59	In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC and will also file an FIR.	In case of theft, it is requested that Concessinaire shall inform NMC for thefts with required proof. NMC shall inform police to take further action. In case of frequent thefts NMC have to bear the losses		RFP Conditions Prevail.

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50		4.11 pt no 10. 3	60	The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required.	Snce the overhead conductor network will be owned by MSEDCL, we feel that it should be the responsibility of MSEDCL to provide quality power		RFP Conditions Prevail.
51			21	Bid submission date 21.11.2018	Bid submission date 21.12.2018	Due to the up-coming festive season and holidays, we request for 4 weeks extension considering the Scope of works and preliminary study required at site for competitive bid preparation	RFP Conditions Prevail.
52		4.10.9	57	Bracket arm / Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.		Concessionaire shall cover max. of 2 % of the total qty. of Street light points where free replacements if envisaged during implementation. Same would be informed before starting of implementation during the SURVEY report post award of Contract. If the qty. exceeds during the survey than NMC would arrange the same and make it available to the Concessionaire during implementation.	RFP Conditions Prevail.
53		4.9.12	56	Energy Saving tariff flat rate @ 6.62 Rs / - for Concession period	Traiff gets revised regularly by DISCOMS, so during concession period if such revision happens then applicable tariff to be suitably modified		RFP Conditions Prevail. Check 4.9.1.1
54	V - functional and Technical specification	5.1.i	67	LED luminaire technical specification	LED wattage to be < / = 4W as LPW of high power LED's are available and used widely in LED Street lights		RFP Conditions Prevails
55		5.1.xii	68	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 5% is allowed throughout in the input operating voltage range	Street lights driver are designed for +/- 5 %	RFP Conditions Prevails
56		5.1.xxi	68/166	wind speed compliance	LED street light should comply the NASHIK wind speed as per IS 875 as street light poles are designed for NASHIK wind speed		RFP Conditions Prevails
57		5.1xviii	69	separate compartments and easily replaceable field condition	LED street light design comes in many design shapes, design features so bidder should have option to select the shape and design of the street light with separate or single housing keeping in view the lighting level requirements of the tender and ease of maintenance and access post installation		Any better technology other than tender specification may be accpeted.
58	5.2	13	70	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/LoraWAN for establishing connectivity between Feeder Panel Controller and CSLMS.		Any better technology other than tender specification may be accpeted.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
59	5.3	4	71	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/LoraWAN or any unlicensed Radio frequency.	Public network on unlicensed band like LoRaWAN or Public LoRa is suggested. Private network specifically deployed for a project will add to the cost and efforts during and after O&M phase.	Any better technology other than tender specification may be accpeted.
60	3.24.4	V	37	For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum 3 fixtures of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming, individual data points (On/Off/Fault) addressing controlled LED Street light fixtures.	For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum 3 fixtures of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming.	As per 4.1.2, Individual addressing is Optional. Further, cost implication for individual addressing is much more than associated energy savings.	RFP Condtions Prevail.
61		concession period	16	10 years + 9 months including installation and pg no 46 of 166 Cl no 4.1.3 point no 1 - implementation project duration period is shown as 7 years + 9 months.	O&M Duration please inform	this will help to work on bids and also for over all project costing	**Consession Period:** Means the **7 (Seven)** years (O&M Period) and 9 (Nine) months (Implementation Period.
62	4.2 Guaranteed savings:	-	47	The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.	Existing lighting levels for each type of wattage with pole spacing required to identify and quote required wattage of LED Lights	NMC needs LED Lighting System to meet National Lighting code for lux levels after installation	RFP Condtions Prevail.
63	4.3 Monetization Through Advertisement	1	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10,000 street light poles on major roads are considered	Power consumption and monitoring details pl. clarify	this will be separate and not part of energy savings initiative	RFP Condtions Prevail. Responsibility Advertisment Board Power supply is with Bidder.
64	4.3 Monetization Through Advertisement	3	48	The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.	methodology for implementation and outline required in terms of max. size of advertizing permitted, etc	power supply and control system information is required for metering, etc and cost of installation	RFP Conditions Prevails.
65				General	Public net work also could be an option for such systems in place of GATEWAYS	Public Network will reduce the cost as well as efforts to maintain a network post the O&M phase. Incase of Priate network deployed specifically for the project will increase the cost as well as effort in maintaining the network during and after O&M phase.	Any better technology other than tender specification may be accpeted.
66				General	Group level controllers (GLM)and Individual level controllers(ILM) Quantities and Poles with two individual lamps	Feeder panel qty. (GLM) and exected ILM controlling twin lamp system will help for for estimation	RFP Conditions Prevails.

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67	IV - Scope of work	4.1.1 - Survey	45	Concessionaire to carry out SURVEY of all roads and define power requiremetns for replacements	Request to basic data on pole spacing, wattage wise and single or twin lamp arrangment with poles heights, feede pillar qty's etc	Required for planning of replacement and arriving at lux levels.	RFP Conditions Prevails. Concessionaire need to carry out survey.
68		4.4	50	O&M of Street light conductor and UG cables will be in scope of concessionaire	NMC would be required to handover all conductors and under ground cables in working and operational condition to the concessionaire		RFP Conditions Prevails.
69		4.4	51	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.	Lighting level on roads i.e lux level are dependent on lumen output of Street light fitting , pole location, Spacing between Poles etc. typical pole distances and arrangment is requested	In case the height of Pole and Spacing between Poles is found to be inadequate, desired average lux levels / Uniformity as per NLC standards cannot be achieved.	RFP Conditions Prevails.
70		4.10.9	57	Bracket arm / Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.		Concessionaire would at the most include 1 to 2 % of the total Street light points where free replacements if required in implementation. detials of the defectives at starting of implementation during the SURVEY report after award of Contract. any extra qty. forund in the survey would be informed to NMC and NMC will provide to the Concessionaire.	RFP Conditions Prevails.
71		4.1	57	The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features ie. Diameter of 10 sq.mm., ii. PVC insulated iii. 4 core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Aluminum flexible wire 4C x 10 sqmm is not envisaged	LED street lights require lower wire and cable size say 3 c x 1 sqmm Copper flexbile cable also can be used between Over head wires to Street light JB	RFP Conditions Prevail.
72		4.9.12	56	Energy Saving tariff flat rate @ 6.62 Rs / - for Concession period	DISCOMS Tariff gets revised regularly and concession period we are sure revision happens then applicable tariff to be suitably modified by what cost pl. inform		RFP Conditions Prevail. Check 4.9.1.1
73		4.11	59	In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC and will also file an FIR.	In case of thefts, damage, pilferage of the installed srteet lighting, panels, other monitoring equipements and system, it is requested that Concessinaire shall inform NMC for thefts with required proof. NMC shall inform police to take further action. In case of frequent thefts NMC have to bear the losses	NMC is better equipped to suitalbe take with Law enforcement agences of the Government. Concessionaire would give all realted technical data, etc to NMC officals for submission of such instances	RFP Conditions Prevail.
74		4.11 pt no 10. 3	60	The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required.	MSEDCL / NMC have overhead conductor network for existing street lighting so quality power have ot be ensured by these agencies		RFP Conditions Prevail.
75	V - functional and Technical specification	5.1.1	67	LED luminaire technical specification	LED wattage to be < / = 4W as LPW of High power SMD LED's are also used in LED Street lights		RFP Conditions Prevail.

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76		5.1.xii	68	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range	The luminaire light output (lumen) shall be constant in the specified voltage range as per DRIVER specifcations of the STREET LIGHT. Maximum +/- 5% is allowed throughout in the input operating voltage range	Street lights driver are designed for +/- 5 %	RFP Conditions Prevail.
77		5.1.xxi	68/166	wind speed compliance	like wise for pole, LED street light should comply the NASHIK city wind speed as per IS 875		RFP Conditions Prevail.
78		5.1xviii	69	separate compartments and easily replaceable field condition	LED street light design vary between manufacturers for shapes and geometry and maintenance friendly deisgns, so bidder should have option to select the design of the street light with separate or single housing keeping in view the lighting level requirements of the tender		Any better technology other than tender specification may be accpeted.
79	5.2	13	70	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/LoraWAN for establishing connectivity between Feeder Panel Controller and CSLMS	this will help to work on bids and also for over all project costing	Any better technology other than tender specification may be accpeted.
80	5.3	4	71	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency	Street Light Controller shall communicate to the Central Management Server (CSLMS) via gateway networks over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/LoraWAN or any unlicensed Radio frequency	Public network on unlicensed band like LoRaWAN or Public LoRa provides better coverage and widely used in street lighting applicatinos. Private network specifically deployed for a project will add to the cost and efforts during and after O&M phase that will impact over all cost of the street lighting system to NMC	Any better technology other than tender specification may be accpeted.
81			21	Bid submission date 21.11.2018	extension in submission itme by min. 4 weeks	Scope of works and preliminary study required at site for competitive bid preparation requires sufficient time. Further Diwali Festival holidays in coming weeks so request for 4 weeks extension	RFP Conditions Prevails.
82	5.5. Central Street Lighting Management System Functional	3	73	The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways	NMC organization details who are to be given log in access and part of working group after installation	control system analytics and data would form basis for regular checks and payments	RFP Conditions Prevails.
83	3	3.6		Consortium Bid	incorporation of SPV	Ease of account operation and better understanding and coordination among the consortium members	RFP Conditions Prevails.
84	3	3.24.5.4	39	Revenue sharing with NMC exclusive of GST	NMC to pay the GST component of their shared revenue	Revenue will accrue to NMC	RFP Conditions Prevails.
85	4	4.1	45	Period of 7 Years and 9 months	Concession period on page 16 says 10 years and 9 months whereas in scope of work on page 45, Guaranteed savings on page 47, Concessionaire Project on page 51 and Performance Security on page 137 say period is 7 Years & 9 Months.	10 Yc..irs and 9 Months required for Financial viability	**Consession Period:** Means the **7 (Seven)** years (O&M Period) and 9 (Nine) months (Implementation Period.
86	4	4.4	50	Project coverage	NMC will pay maintenance charges extra	maintenance of infrastructure is a separate activity and needs to be paid seperately for project viability	RFP Conditions Prevails.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
87	Envelope C		33	Financial Bid	All taxes etc. to be borne by the Concessionaire	Taxes (GST) should be paid extra to the concessionaire as a general practice.	RFP Conditions Prevails.
88	Section No:5.1 (LED Technical Specifications)	5.1.xxxi.	69	For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Please clarify which are the dimmable LED luminaries.	Normally LEDs of higher wattage like 90 W and more required to be dimmable. Please clarify that our understanding is right.	RFP Conditions prevail. Check Scope of Work, Section 4.1.2
89	Section No:5.2 (Feeder Panel Controller)	5.2.7	70	It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.	Please clarify whether realtime status of Circuit containing multiple lights connected to Feeder is to be reported to CSLMS		RFP Conditions prevail. 90 watt below (< 90 watt) fixtures should have gro n-off control and **group addressing** (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase).
90	Section No:5.2 (Feeder Panel Controller)	5.2.14	70	Group Control and group addressing via Feeder panel must be available. Individual addressing, group dimming is optional.	Please clarify why individual addressing is needed from Feeder Controller. If that is the requirement, it can be achieved by Individual Street Light Controller.	It is suggested not to ask for Individual addressing and group dimming for lower wattage LED lights up to 60 Watts. So kindly deleted this requirement.	RFP Conditions prevail. **Individual addressing, group dimming is optional.**
91	Section: III - Instructions to Concessionaires	3.1 Background	Page 24 of 166	As part of this endeavor, NMC intends to select a suitable entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 7 Year with installation period of 9(nine) months.	-Request to make this project tenure of 10 years + 12 months of implementation : Total 11 years	On Page 16 of 166 of RFP, it is mentioned concession Period is 10 Years and 9 Months. To build high efficacy LED Street Light, CCMS for individual Lamp control, suitable software, cloud rental charges, GSM/GPRS sim card monthly rental to service provider, integrating RF transmitter/receiver in each lamp will require higher capital costs which cannot be recovered in 7 years. It is to be understood that value of LED street Light with100 Lumens per watt will be lower than that of 150 Lumens per watt. NMC will also benifit due to the additional 3 years of guranteed minimum energy savings and Lux maintainence on roads due to higher efficacy street light (over 150 lumens per watt) as the Lumens depreciation of higher efficacy Street light will be much lower than that of 100 Lumens per watt.	**Consession Period:** Means the **7 (Seven)** years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment
92	Section: III - Instructions to Concessionaires	3.21 Submissin of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the NMC till the completion of the Project.	The monthly energy saving share invoice along with O & M Invoice will attract 18% GST as per present Govt. Tariff. This project is not a Sale/Purchase OR Annuity Project with fixed EMI over 84 months or 120 months as the case may be. There would be variation in monthly energy saving share which is based on monthly usage of Lights and cannot be accurately projected on day one. It is important that GST is kept seperate and becomes applicable as per Govt. Tariff at the time of Invoice Generation. No Lender would take the risk of financing the Project based inclusive existing Tax Tariff for the entire duration of contract and making it inclusive in the Invoice. We are doing similar projects and have been successful in convincing State Govt./Municipalities to keep GST exclusive. You are requested to consider this in the interest of the Project. The entire Project can collapse due to change in Law on Taxes.	RFP Conditions prevail.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
93	Section: III - Instructions to Concessionaires	3.24.3 Envelope B: Technical Evaluation and Demonstration	Page 38 of 166	No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per decision by NMC	Sites selected by NMC for measurment of LUX Levels should be with respect to Road Classification as per NCL standard SP 72 and in line with Pole arrangement as per NLC Standard SP 30.	Before selecting site NMC should define selected road as per NLC category. Then selected bidder will conduct site survey and suggest suitable wattage of lamp to be installed on that road category. After that lux measurment should be done. The RFP should define in advance the road classification (as per NLC) with resepct to each feeder point with GPS location. Once pre-defined by NMC, there would be NO future disputes.	RFP Conditions Prevails.
94	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"	This exercise is required to be conducted on a minimum lamp count of 10000 Nos. spread over different road classifications. The minimum guaranteed savings is the average achieved energy saving of all lamp quantity and cannot be demonstrated over small lamp quantity of any one particular road classification. All such projects are done in two phases. The first phase is to demonstrate the minimum guaranteed savings with reference to baseline audit and if successful, a GO AHEAD can be given by NMC for balance street lights. This is required to be done at the risk & cost of Concessionaire.	While submitting the financial bids, the Concessionaire needs to know in advance the OFF PEAK Traffic hours and PEAK TRAFFIC Hours to calculate the total daily energy saving. The Lux requirement should also be defined during OFF PEAK hours so as to dim the light only to the extend permissible by NMC.	RFP Conditions Prevails.
95	-	-	-	-	-	NMC should define the road classification (As per NLC) with respect to the installation of existing HPSV wattage of lamps . This will be helpful in deciding required lumens for that road category.	RFP Conditions Prevails.
96	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.	The monthly invoice raised by the ESCO Company will be of its share of Energy saving along with O & M for that month. NMC will retain its share of value of saved energy. There is No need of NMC to raise invoice on ESCO of its share of savings.		RFP Conditions Prevails.
97	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 167	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **NMC sharing will be considered on higher saving percentage.** 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, **difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)**	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then **bidder sharing will be considered on higher saving percentage.** 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, **difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee).**	In order to ensure that the bidder has technical capabilities of achieving over 60% energy saving with reference to Base Line audit, it is essential that the bidder substantiates its capabilities by submitting a certificate from an Officer of the rank of Suptd. Engineer Or Additional Comissioner which acknowledges such savings. The bidder may be allowed to quote only 3% higher savings than what has been achieved in the previous such Project. Non submission of such certificate will technically disqualify the bidder resulting in non-opening of the Commercial bid. This is an important qualification criteria.	RFP Conditions Prevails.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
98	Section: IV – Scope of Work	4.1.3 Implementation	Page 46 of 166	The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.	-The bidder's responsibility is limited on items suppiled and installed by him in the project against which Capital expenditure has been incurred. Providing Power, other infrastructure is the responsibility of NMC. Bidder cannot be held responsible for non-performance due to infrastructural defects like cable faults, damaged poles, damaged cables, MCBs & Switchgear, non-availibility of Power etc. as these items are owned by NMC.	What Supporting accessories? Please Specify.	RFP Conditions Prevail. Please check the 4.4
99	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Parameters for Evaluation of Financial bids: 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles	-	In financial BID Evaluatation you have mentioned only following two parameter for bid evaluatation. Generation of funds from Advertising is not the core streangth of any ESCO Company. Advertising revenew may be deleted from this project and NMC can enjoy 100% such other revenews. 1. Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2. Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; Then what is the use of third point? Please clearify.	Read as : Parameters for Evaluation of Financial bids: 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3. **Deleted**
100	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles (tentative location proposed). It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables will be in the scope of CONCESSIONAIRE.	For Brackets, terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables NMC should pay for this material as per CSR(Common schedule of rates).	As this project is for establishing energy saving and not for replacement/repair street light assets NMC should make provison to pay extra for all the material which will be replaced.	RFP Conditions Prevails.
101	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	To which account does this ESCROW account will be linked?	For knowing assured payment mechanisam NMC should specify to which account the ESCROW will be linked. Also it is required to undertstand if NMC will bear interest @ 18% per annum on delayed payments. Timely monthly EMIs will have to be paid to the Financial lenders is a must for the project to run smoothly.	RFP Conditions Prevails.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
102	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	Provisions relating to escrow account, if any: Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same.	Interest of 1.5%/month for delayed payment should be paid by NMC.		RFP Conditions Prevails.
103	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC.	-	Please clearify. Nothing is mentioned in Annexure III: Financial Proposal Template regarding revenue generated by advertisement.	RFP Conditions Prevails.
104	Section: IV – Scope of Work	4.5 Proposed responsibility of CONCESSIONAIRE under the project.	Page 53 of 166	Key responsibilities: 3. O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;	-	Please clearify what replacement requirment during tenure of project? How this will be paid?	RFP Conditions Prevails.
105	Section: IV – Scope of Work	4.7 LUX Level Measurments	Page 55 of 166	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations **which is having street light arraggment as per NLC** by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	Clause 4.1.1 states that lux on road should be as per NLC so while selecting site consition for verification the same site condition should have street light arrangment according to NLC is mandatory.	RFP Conditions Prevails.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
106	Section: IV – Scope of Work	4.8. Operating hours and dimming	Page 55 of 166	The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the **Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication.** Also the additional saving on account of such additional dimming will be shared with the Concessionaire and will be considered in the calculations towards energy savings and subsequent revenue sharing's. The Dimming is allowed only between 11:00 PM to 5:00 AM. Maximum Dimming Percentage will be above as per NLC guidelines, which will be decided as per site conditions.	-For provision of dimming Option, additional capital cost needs to be incurred by the bidder. This additional cost can only be recovered if dimming is permitted by NMC with predefined timings of Full illumination and illumination through dimming. NMC will have to share such additional savings arising out of dimming to bring financial feasibility to the project.	If dimming is allowed in this project and maximum energy saving is quoted by considering dimming then why dimming is not allowed to use?	Concessionaire is required to provide dimming option in the new system **and they will be allowed to use it for additional energy saving.**
107	Section: IV – Scope of Work	4.9.1 Baseline Energy Consumption and Energy Savings for Nashik City	Page 56 of 166	-	Baseline audit should be done by the third pirty. With one representative of NMC, one representative of bidder and one representative of third pirty auditor.	-	RFP Conditions Prevails.
108	-	-	-	-	For O&M of lamps NMC should pay Rs. 700/lamp/month.	Bidder have to do O&M for entire project duratation for this NMC should pay O&M Fees for o&M.	RFP Conditions Prevails.
109	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 56 of 166	Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.	NMC should provide all permits for working on their site.	As bidder is working for NMC for replacemrnt and O&M. NMC should provide all permits which will be required for project.	RFP Condition Prevail. *NMC will provide all the NoC under their jurisdiction.
110	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. **No extra charge will be payable to the concessionaire for this work.** The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. **Service wire will be paid as per CSR.** The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.	RFP Conditions Prevails.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
111	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this **no extra charges will be payable.**	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and **this will be paid as per CSR.**	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.	RFP Conditions Prevails.
112	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	**Earthing:** The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. **Concessionaire will get paid according to CSR,** earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	Material other than LAMPS and CSLMS shoud be paid as per CSR. If rate is not available in CSR then from market research rate should be finalize.	RFP Conditions Prevails.
113	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 58 of 166	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).		According to asset deficiency report and anticipated expenditure for replacement after approval of NMC. Does this will be paid according to CSR? Bidder will have to paint poles twice the project duration. How this will get paid?	RFP Conditions Prevails.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
114	Section: IV – Scope of Work	4.12 Assessment of lighting load.	Page 61 of 166	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point.			RFP Conditions Prevail. Bidder has to paint pole on their own cost.
115	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 9W	Please clearify why <3W LED should be used?	RFP Conditions Prevail.
116	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/**Bridgelux**	Please clearify why reputed brand Bridgelux is not included?	RFP Conditions Prevail.
117	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Color temperature of the luminaire should be 5700K (±5%)(Super-white)	Color temperature of the luminaire should be 5500K - 6500K (±5%)(Super-white)	5700K is colour temprature of Nicha LED only. Please clearify why NMC not using full colour temprature band of bright white power LEDs?	RFP Conditions Prevail.
118	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Total Harmonic Distortion: < 10% THD - Test Method IEC 610003-2	Total Harmonic Distortion: < 15% THD - Test Method IEC 610003-2 for lamp rating above 30 watt. For below 30 watt, THD will be less than 15%		RFP Conditions Prevail.
119				Monetization through Advertisement Rights The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	The intention of the RFP is for concessionaire for the Management of the Streetlight Network . Addition of monetization of advertisement rights is diluting this main intent of energy savings and proper management of streetlight network	TPL requests NMC and authorities to review this clause and request deletion of this clause .	RFP Conditions Prevails.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
120				Earnest Money Deposit (EMD) : For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.		Earnest Money Deposit (EMD) : For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR / BG in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.	RFP Conditions Prevails.
121				In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items irrespective of the outcome of the police related procedure.	While the CONCESSIONAIRE will address any theft related to material, theft of energy cannot by addressed by CONCESSIONAIRE.	CONCESSIONAIRE will report any theft related to electricity to NMC which shall then take the corrective action wrt to removal of theft and lodging of FIR. In addition to this CONCESSIONAIRE should not be held responsible for any energy loss on account of theft.	RFP Conditions Prevails.
122				Implementation period of 9 months (extendable by 3 months with prescribed penalty)		Request to extend the implementation period to 12 months (without any penalty)	RFP Conditions Prevails.
123				Page 50 & Page 58 have self contradictory statements		Please clear on the IDC . Who pays for what in clear terms	RFP Conditions Prevails.
124				The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable		NMC is asking for copper cable will increase the capex cost . Also the network will be prone to theft is usage of copper cable is present .	RFP Conditions Prevails.
125				Replacement of Pole to accommodate LED , if required		Wherever there will be requirement of pole replacement due to accommodate LED fixture replacement , costs shall be borne by NMC	RFP Conditions Prevails. Replacement of pole is a NMC's responsibility.
126				Payment Terms	In the RFP, the payment terms of the assignment are not mentioned clearly.	In view of this, it is suggested to propose the payment terms monthly per zone wise or on milestone basis	RFP Conditions Prevail.
127				Uptime >=99.5%	The minimum uptime to be maintained is mentioned as >= 99.5% which is very stringent	it is recommended as: Uptime >=97%	RFP Conditions Prevail.
128				Stores for storing of fixtures during implementation phase and spares during O&M phase.	it is requested to clarify whether NMC provide space for stores.	May like to clarify the same.	RFP Conditions Prevail. Bidder need to arrange its own space.
129				The CONCESSIONAIRE will set up a 24X7 centralized helpdesk for the project for entire concession period	Please clarify if space for call center shall be provided by NMC and if the centralized helpdesk shall need to be integrated with existing complaint handling mechanism or the new setup shall be function independently	May like to clarify the same.	RFP Conditions Prevail.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
130	Clause 3.13 Page 28 of 166			EARNEST MONEY DEPOSIT	For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik.	- EMD should be permitted in form of Bank Guarantee. - EMD in form of BG will have same security as in case of FDR - EMD in form of BG will bring down the cost of project.	RFP Conditions Prevail
131	Clause 30.1 Page 137 of 166			PERFORMANCE BANK GUARANTEE	The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 7 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.	- Request to please bring down the PBG to Rs 2.55 Cr i.e. 3% of Project value - Understand that the PBG has been worked out @10% of project value. If we capitalise the EMD @1% of project value then project value comes to Rs 85 Cr and hence the PBG asked for Rs 8.5 Cr comes to 10% - The 10% PBG is normally asked in case of EPC project however this project is based on DBFOMMT where all investment is done by ESCO company - Being all investment is done by ESCO company under DBFOMMT model hence the PBG value should be less as compared to EPC project. - If we refer the PBG clause in NHAI BOT project , PBG use to be given till the concessioner expend their equity in the project. Just after that PBG get released. Means even before the completion of the build part of the project PBG get released. As they invest their equity in the project which de-risk the project.	RFP Conditions Prevail
132	Clause 3.24.3 Page 35 of 166			PRE-QUALIFICATION CRITERIA TECHNICAL CAPACITY)	Nasik being one of Smart Cities in Maharashtra the Bidder has to have relevant prior Technical expertise and experience of Supply Installation , Testing,Commissioning & Maintenance of atleast 25,000 Smart LED Lighting Fixtures in last 5 yrs .this is CRITICAL as this is ESCO Project with Full Accountability and not mere Supply & Installationjob as done for EESL Tenders	Technical Capacity Pre-qualification as this ESCO project is Of Higher value 92,000 Lights and needs thorough Vetting /Pre-qualification of Bidders	RFP Conditions Prevail.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
133	Clause 3.24.3 -			Pre Qualification criteria (Financial capacity)	i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014- 15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	- In ESCO business revenue booked in accounts on annuity basis. Means if the project value of 85 Cr in 7 years then per year revenue will come approx. Rs 12 Cr hence the turnover of ESCO company are not that much as it is there in EPC company. - Considering that we request for keep average revenue criteria is 2 times of the yearly annuity of the estimated project value. That is 24 Cr 90% of (Rs 85 Cr/7yrs*2) - Keeping higher revenue will restrict ESCO company to participate as they may not have that much of turnover because they book annuity revenue in their books, - For example if a ESCO company books revenue of Rs 10 Cr means they have executed a project of 100 Cr in that year considering 10 year is concession period,.	RFP Conditions Prevail.
134	Clause 5.1 Page 67 of 166			Toughened Glass/Polycarbonate cover for LED Die cast Fixture	As our Fixture is with IP 66 and IK 06 Compliant secondary Optic Lens in place of Polycarbonate /Glass cover for better Light distribtion and avoid any Light Tresspass ,we request this be accepted in place of Polycarbonate /Glass cover	As this meets the Tender Specification of IP 66 AND IK 05 request to agree for the same	Any better technology other than tender specification may be accpeted.
135	Clause 5.1 (XIX)Page 67 of 166			Luminaire Housing made up of corrosion free Pressure die cast alumnium housing confirming IP66	As our Fixture is Aluminium Extruded hosing with IP 66 and IK 06 Compliant	As this meets the Tender Specification of IP 66 AND IK 05 and Alumnium Extrsuion has better heat transforming technique and hence request to agree for the same	Any better technology other than tender specification may be accpeted.
136	Clause 8.3 Page 115 of 166			GST component in the Energy savings revenue	GST Component is the amt which the ESCO Company has to pay to the government hence the same shall be reimbursed by NMC to the bidder	This needs to be confirmed to the Bidders as this would have Large Financial Impact	RFP Conditions Prevail.
137	Clause 5.5 Page 75 of 166			Central Street Lighting Management System Functional Specifications - Reports & Analytics	a) Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report c. Power leakages	more clarification required:- since at each panel measurement of LUX requires huge site data collection hence certain locations should be selected instead of each CSLMS . For power leakage can be provided in terms of over load.	RFP Conditions Prevail.
138	Clause 4.5 Page 53 of 166			Proposed responsibility of CONCESSIONAIRE	90 watt and above (> = 90 watt) fixtures should have individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)	We propose this shall also be considered as a group control method, where the entire project will be in one base technology and it is healthier for data accessing to concessionaire and to NMC too.	RFP Conditions Prevail.
139	Clause 4.4 page 50 of 166			PAYMENT SECURE MECHANISM	As tender talks of ESCROW account , we would suggest NMC provide the Bidder with Auto Revolving Letter of Credit for value of 6 months of Energy saving revenue as part of Secured Payment Mechanism for Bidder ,ESCROW Account would mean high Interest charges being levied on the Parked amount for both NMC & Bidder	CRITICAL as this is related to Commercial Viability of ESCO Project	RFP Conditions Prevail.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
140	Clause 4.6 of page of 54 of 166			Revenue share	As per RFP the revenue share will start after complete impiementation, which is not justifiable to ESCo. This need to be sorted out as to start billing upon installation of first 10 lights and as is ahead till the completion of project	It is very tough for ESCO on part of Financial arrangements	RFP Conditions Prevail.
141	Clause 3.24.4 page 38 (point no. 9)			GIS Mapping of each fixture on city map	Since we already dealing with such projects where as per our experience it is not needed however we do have GIS mapping of each CSLMS panel over the City mapping	The technology for individual tracing is add on cost and practically it is not needed.	RFP Conditions Prevail.
142				Free service wire, bracket arms, clamps where it is faulty or needs to change on bidders account.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work	RFP Conditions Prevail.
143				Painting of all MS poles shall be done twice in tenure by bidder with no extra cost.	It is related to Infrastructure so we recoomend to compansate to ESCO on actual basis or NMC shall take care of it	Related to infrastrucral work	RFP Conditions Prevail.
144				Earthing compliance shall be verified by Bidder only during baseline and later on if any failure due to this will not be considered.	we will check during baseline survery however it is a periodic mesuarement and verification method hence , we recoomend to compansate to ESCO for doing Earthing related work on actual basis or NMC shall take care of it	Periodic M&V	RFP Conditions Prevail.
145				As per RFP the Uptime demanded is 99.5%	We recommend it shall be > 96% and if the query not resolved within 48% ESCO is responsible for penalty	This is difficult to maintain practically to meet 99.5% throughout the tenure (Esco can be penalised for <96% uptime)	RFP Conditions Prevail.
146	Clause 3.24.5 (C) page 39 of 166			Details of Energy saving from individual pillar will be amicably decided as follows	Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification	As there are total 1840 no's of switching points/ Feeder panels hence how these could be possible to do	RFP Conditions Prevail.
147	Clause 4.1 of page 45 of 166			Scope of work	The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a spesified location within Nashik City & replace them with new smart LED lights.	In Tender documents you have mentioned to give quotation for buyoff of these removed fittings where as in this particular scope of work you are asking to handover these fittings to NMC which is contradicting	RFP Conditions Prevail.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
148	Clause 4.12 of page 61 of 166			Assesment of Lighting Load	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC	As initial load of conventional fittings will be very high while we replaced it with LED lights it will reduce drastically hence it will not be possibkle to do these exercise with proposed panels hence only energy meter reading shall be allowed for these exercise	RFP Conditions Prevail.
149	Clause 3.24.3 -			Pre Qualification criteria (Financial capacity)	i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014- 15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	~ In ESCO business revenue booked in accounts on annuity basis. Means if the project value of 85 Cr in 7 years then per year revenue will come approx. Rs 12 Cr hence the turnover of ESCO company are not that much as it is there in EPC company. ~ Considering that we request for keep average revenue criteria is 2 times of the yearly annuity of the estimated project value. That is 24 Cr 90% of (Rs 85 Cr/7yrs*2) ~ Keeping higher revenue will restrict ESCO company to participate as they may not have that much of turnover because they book annuity revenue in their books, ~ For example if a ESCO company books revenue of Rs 10 Cr means they have executed a project of 100 Cr in that year considering 10 year is concession period,.	RFP Conditions Prevail.
150	Clause 6.4 Page 124 of 166			Operation & Maintenance of LED Lights	As it is Crucial for Proper Maintenance of LED Lights regularly to ensure there is NO Light degradation (min 16%) affecting the Users. For this NMC needs to ensure a proper Cleaning mechanism of LED Lights as done in all ESCO projects across India ,the avg Cost of O&M per year is around Rs.500 per light /year OR Just Rs.42 per light per month for a Guaranteed Lux Performance	O&M cost has to be separate during the ESCO Project tenure , by which NMC can demand for Guaranteed LUX Performance in Tender	RFP Conditions Prevail.
151	Clause 4.1 Page 45 of 166 / Clause 4.4 Concessionaire Project structure Page 51 of 166			Scope of work -Tenure	As the Project term is for 7 years & 9 months (for execution) is short for Commercial Viability of such Project we request to consider the term for 10 years and 9 months for execution	Commercial Viability of Project	RFP Conditions Prevail.

Sr No	RFP Document Reference (Section No)	RFP Document Reference (Clause No)	RFP Document Reference (Page No)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification / Change	Final Response to the queries
152	Clause 4.9.1 Page 56 of 166			Baseline Energy Consumption determination - Conventional and Non Conventional Lights	For Baseline Energy Consumption determination NMC has taken wattage loss for Conventional lights as 15% ,this has to be Min 16-18% as normally found in Street lighting & for Non Conventional Lights its given as 5% whereas it should be Min 10-15% or actual measurement during baseline ,whichever is more.	Accurate Assesment of Baseline energy consumption is critical for successful ESCO Project implementation	RFP Conditions Prevail.
153	Points discussed in pre-bid meeting on 30th Oct 2018			CSLMS Solution Installation after LED Lights installation	As per NMC ,CCMS shall be installed before implementation of lights for measurement of existing lights power, which is technically not viable as explained by us in Pre-bid,Hence we have suggested to install CCMS after installing the LED lights only. We Kindly request to accept & confirm on same	CSLMS Solution Instllation	RFP Conditions Prevail.
154	Points discussed in pre-bid meeting on 30th Oct 2018			Baseline survey measurement	As per NMC ,Baseline survey to be done for 100% of the lights in Nashik which is impractical and lengthy, hence as suggested in pre-bid to consider only 5% of the total volume for baseline survey as per the road categories for baseline data measurement as done in similar ESCO projects.We Kindly request to accept & confirm on same	Baseline survey measurement	RFP Conditions Prevail.

Nashik Municipal Corporation (NMC)

Name of work: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Date: 22/10/2018

EMD Amount: Rs. 85,00,000/-

Tender Fees: Rs. 10,000/- + Rs.90/- + GST (CGST 9%+SGST 9%)

Address:
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

E-mail: ee_electrical@nmc.gov.in/pmc@nashiksmartcity.in

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DISCLAIMER

1 Nashik Municipal Corporation (herein after referred to as NMC) has issued this Request for Proposal (hereinafter referred to as "RFP") Up-gradation, Operation and Maintenance of Street Lights in Nashik in Lieu of Right of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis on such terms and Conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

2 This RFP has been prepared with an intention to invite prospective Applicants/Concessionaires and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Concessionaire(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Concessionaires may require. This RFP document may not be appropriate for all persons, and it is not possible for NMC to consider the investment objectives, financial situation and particular needs of each Concessionaire.

3 NMC has taken due care in preparation of information contained herein. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Concessionaire may require.

4 This RFP is not an agreement by and between NMC and the prospective Concessionaires or any other person. The information contained in this RFP is provided on the basis that it is non– binding on NMC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NMC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Concessionaire is advised to consider the RFP document as per his understanding and capacity. The Concessionaires are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the

RFP document before bidding. Concessionaires are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Concessionaires are also requested to go through the RFP document in detail and bring to notice of NMC any kind of error, misprint, inaccuracies, or omission in the document. NMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NMC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5 No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The Concessionaire shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMC or any other costs incurred in connection with or relating to its Bid.

6 This issue of this RFP does not imply that NMC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Concessionaire for the project and NMC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7 NMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

8 NMC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Concessionaire for participation in the Bidding Process) towards any Applicant or Concessionaire or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9 NMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Concessionaire upon the statement contained in this RFP.

10 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NMC. Such suggestions, after review by NMC, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website www.mahatenders.gov.in.

Place: Nashik

Date: 22/10/2018

List of Abbreviations

ABD	Area Based Development
CSLMS	Central Street Lighting Management System
CFL	Compact Fluorescent Lamp
CSR	Common Schedule of Rates
DBFOMMT	Design, Build, Finance, Operate, Maintain , Monetize & Transfer
DPR	Detailed Project Report
EE	Energy Efficient
EIC	Engineer-In-Charge
EMD	Earnest Money Deposit
FTL	Fluorescent Tube Lights
GPRS	General Packet Radio Service
GSM	Global System for Mobile Communication
HPSV	High Pressure Sodium Vapor
INR	Indian Rupees
JV	Joint Venture
LED	Light Emitting Diodes
NMC	Nashik Municipal Corporation
NMSCDCL	Nashik Municipal Smart City Corporation Limited
LOA	Letter of Award
MH	Metal Halide
MoHUA	Ministry of Housing and Urban Affairs
MSEDCL	Maharashtra State Electricity Distribution Company Limited
MOU	Memorandum of Understanding
M&V	Measurement & Verification
NLC	National Lighting Code
OEM	Original Equipment Manufacture
O&M	Operation and Maintenance
RFP	Request for Proposal
SCP	Smart City Proposal
SPV	Special Purpose Vehicle
THD	Total Harmonics Distortion
GST	Goods and Services Tax

Definitions

In this Authorisation Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings ascribed to these words and expressions hereunder:

"Additional Cost" shall mean the additional capital expenditure and / or the additional operating costs or both as the case may be, which the Successful Concessionaire would be required to incur as a result of Change in Law.

"Advertisement Rights" shall mean the rights of the Successful Concessionaire to display messages including pictures relating to and/or promoting products/goods, services, events, persons, etc. and including any feature or scheme relating to such products/goods, services, events, persons, etc. (such messages being hereinafter referred to as "advertisements") on surface areas mounted on street light poles by the Project as specified in this RFP to this Agreement subject to all legal requirements in connection with such advertisements being met. Further, the Advertisement Rights include the right of the Successful Concessionaire to market the availability of these surface areas for the display of advertisements to prospective users (including use of the said surface areas for such marketing) and to recover from the End Users displaying advertisements on these surface areas the charges as may be mutually agreed between the Successful Concessionaire and the End Users in question and further to retain/appropriate the revenues from such charges.

"Agreement" shall mean this Authorisation Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Authorisation Agreement or thereafter.

"Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Successful Concessionaire under Applicable Law in connection with the installation, O&M of the Installed Facilities and/or exercise of the Right of Sharing Energy Savings Advertisement Rights by the Successful Concessionaire during the subsistence of this Agreement.

"Appointed Date" shall mean the date of the signing of this Agreement.

"Approved Design" shall mean the design covering the dimensions, drawings, features, specifications, calculations, technical information, etc. of the Smart LED street lights along with timer on the existing street light poles and advertisement hoardings covered by the Project, to be submitted by the Successful Concessionaire

and duly \approved by NMC with any revisions deemed essential by NMC, in line with the provisions of this Agreement.

"Authorisation Period" shall mean the period commencing from the Appointed Date and extending till the expiry of eighty four months from the Commercial Operations Date, provided however that the last day of the relevant month shall be considered for this purpose.

"Commercial Operations Date (COD)" shall mean the date on which the Project Officer issues the Completion Certificate to the Successful Concessionaire and the date on which the Operation & Maintenance Period would commence.

"Completion Certificate" shall mean the certificate issued by the Project Officer nominated by NMC to the Successful Concessionaire after ensuring that the Installed Facilities have been completed by the Successful Concessionaire as per the Approved Design and can be operated safely.

"Construction Period" shall mean a period of maximum 270 (Two Hundred and Seventy) days from the date of the approval of design till the Scheduled Completion Date or the Commercial Operations Date, whichever is earlier, during which the Successful Concessionaire undertakes the Construction Works.

"Construction Works" shall mean all the works at the Project Site required to be undertaken by the Successful Concessionaire in conformity with the specifications mentioned herein and the Approved Design for the installation and commissioning of LED street lights along with timer on the existing street light poles and O&M of street lights along with all poles, fixtures, fittings and related civil works covered by the Project.

"Emergency" shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Installed Facilities or which poses an immediate threat of material damage to any of the Installed Facilities.

"Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Site.

"End Users" shall mean any Third Party whom the Successful Concessionaire enters into or has entered into an arrangement allowing them to display advertisements on any part or all of the surfaces covered by the Advertisement Rights granted to the Successful Concessionaire as per the provisions of this Agreement.

"Successful Concessionaire" shall mean M/s _____ (name of the Successful Concessionaire). ADD PROPER DEFINITION FOR THIS STAGE OF RFP.

"Financial Closure" means the execution of legally binding loan documentation entered into between the Successful Concessionaire and Lenders to mobilize the financial requirements of the Project, if so desired by the Successful Concessionaire.

"Financing Documents" shall mean collectively the documents evidencing the Lenders' commitment to finance the Project.

"Financial Year" shall mean the period commencing from April 1 of any given year and ending on March 31 of the succeeding year.

"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 8 of this Agreement.

"Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, O&M or supervision or monitoring thereof or any of them of a project similar to that of the Project.

"Government Agency" shall mean Government of India (GoI), Government of Maharashtra (GoM), Nashik Municipal Smart City Development Corporation Limited, NMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Installed Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Successful Concessionaire under or pursuant to this Agreement.

"Installed Facilities" shall mean the street lights along with the poles, fixtures, fittings and related civil works as well as the hoardings for display of advertisements on street light poles that are to be installed, operated and maintained by the Successful Concessionaire as specifically covered in this Agreement.

"Lenders" shall mean financial institutions, banks, funds or trusts, who provide or re-finance the debt component of the cost of the Project (including guarantees, letters of credit, risk participation facility, take-out facility and other forms of credit enhancement) and includes subscribers to / trustee for the holders of debentures / bonds or other securities issued by the Successful Concessionaire to meet the cost of the Project.

"Letter of Award" shall mean the letter issued by the NMC to the Successful Concessionaire on completion of the evaluation of proposals received in response to the RFP, informing the Successful Concessionaire of NMC's intention to award the Project to the Successful Concessionaire and the necessary steps to be taken by the Successful Concessionaire in that regard.

"O&M" shall mean the O&M of the Installed Facilities by the Successful Concessionaire from the Commercial Operations Date till the expiry of the Authorisation Period.

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the Successful Concessionaire to exercise any of its rights or to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

"Performance Security" shall mean the deposit provided by the Successful Concessionaire as a guarantee for the performance of its obligations and is in accordance with the format in RFP.

"Person" shall mean (unless otherwise specified or required by the context), any individual, company, NMC, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

"Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement addressed to the other Party setting out, inter alia, the underlying Event of Default.

"Project" shall mean the installation and the operation & maintenance of the Installed Facilities for the duration of the Authorization Period by the Successful Concessionaire and all aspects related to such installation and operation & maintenance of in accordance with the provisions of this Agreement.

"Project Officer" shall mean the NMC official appointed for supervision and monitoring the compliance by the Successful Concessionaire with the specifications for the installation and maintenance of the street lights and more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in this Agreement.

"Project Site" shall mean the locations of streetlighting poles in Nashik City.

"Request for Proposal (RFP)" shall mean this Request for Proposal document along with all Annexures, Schedules, Maps, etc. forming part of that document issued by NMC to the interested Concessionaires, as may be amended and modified from time to time before the Proposal Due Date / Bid Submission Date.

"Rupees" or **"Rs."** refer to the lawful currency of the Republic of India.

"Scheduled Completion Date" shall mean Ten Year and nine months from the approval of the design by NMC by which time the Successful Concessionaire is required to complete the installation of Smart LED street lights and operation and maintenance under the scope of this project as per the Approved Design and the provisions of this Project.

"Tax" shall mean and includes all taxes, fees, cesses, levies that may be payable by the Successful Concessionaire under Applicable Law.

"Termination" shall mean early Termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement, whichever is earlier, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

"Third Party" means any person, real or judicial, or entity other than the Parties to this Agreement.

"Third Party Insurance" shall mean liability coverage, purchased by the Successful Concessionaire from an insurer for the protection against the claims of third party, wherein the Successful Concessionaire shall be responsible for its own damages or losses whether caused by itself or the third party.

GLOSSARY

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein:

Application Integrity	Use of software, hardware, and procedural methods to protect applications from external threats.
Application Security	Securing technology and managing the cost of controls and compliance.
Associate	Means, in relation to the Concessionaire, a person who controls, is controlled by, or is under the common control with such Concessionaire. As used in this definition, the expression 'control' means, with respect to a person which is a company or a corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
Bid	As defined in Disclaimer
Bid Validity	180 (One Hundred and Eighty) days from the date of opening of Financial Bid or as extended in terms of this RFP
Bidding Document	Means the RFP and other documents including the Contract Agreement and its annexures to be provided by NMC pursuant to this RFP, as modified, altered, amended and clarified from time to time by NMC
Bidding Process	Means the process prescribed in clause 3.18
Bid Document Fee	Means the non-transferable fee to be paid by the Concessionaires and prescribed in clause 2.2
Concessionaires	Means a Company or a Consortium that has submitted the Bid in response to this RFP. For avoidance of doubt, any reference to the Concessionaire includes its Associate, Holding Company, successors, executors and permitted assigns as the context may require
Bid Due Date	Means the last date for submission of Bid prescribed in clause 2.2
CSLMS	Central Street Light Management System
Company	Means organization(s) incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto

Consortium	Means association of 3 (three) Companies that have entered into an Joint Bidding Agreement as prescribed in Form 10 of this RFP
Concessionaire	The Selected Concessionaire who is responsible for designing, engineering, financing, procurement, construction, operation, maintenance, monetization and transfer of the Project
Concession Agreement	Means the energy saving performance contract to be entered into between NMC and the Concessionaire
Conflict of Interest	Means as provided in clause 3.21.2 (4) (iii)
Contract	Means the Concession Agreement
Concession Period	Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment
Financial Bid	Means the financial quote provided by the Concessionaire in format in Annexure III under Envelope C prescribed in clause 3.18
Financial Capacity	Means as provided in clause 3.21.2 (5) (ii)
Financial Proposal	Means the Financial Bid
Holding Company	Means as provided in Companies Act, 2013
Key Personnel	Means the Personnel prescribed in Form 4
Joint Bidding Agreement	Means the agreement to be submitted in the Bid by the Concessionaire which is a consortium in the format prescribed in Form 10
Lead Concessionaire/ Lead Consortium Member	Means the consortium member who has been designated as such in the Joint Bidding Document
LoA	Means the Letter of Award issued to the Successful Concessionaire
NMC	NMC means Nashik Municipal Corporation
Project	Means the provision, installation, commissioning, Monetization and O&M of Smart LED streetlights in the Pan City area of the city of Nashik
Project Company	Means the new company to be floated by the Successful Concessionaire, in case such Successful Concessionaire is a Consortium

Performance Security	Means as prescribed in clause 31. 1
Scope of Work	Means the services to be provided by Concessionaire as detailed in Section IV
Successful Concessionaire	Means the Concessionaire who is eligible for signing the Concession Agreement in terms of the Bidding Process
Statement of Legal Capacity	Means the statement as prescribed in Form 20
Technical Proposal	Means the documents to be submitted by the Concessionaire in its Bid under Envelope B as prescribed in Clause 3.18
Technical Capacity	Means as provided in clause 3.21.2 (5) (i)

Section: I - Invitation for Proposal

1. Invitation for Proposal

NMC hereby invites Proposals for Provision, Installation, Commissioning, Monetization and O&M of LED streetlights in the Pan City area of Nashik City. Concessionaire/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on *https://mahatenders.gov.in* for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD. Concessionaires who wish to participate in this bidding process must register on *https://mahatenders.gov.in*. *For any type of clarifications, Concessionaires can visit www.mahatenders.gov.in or contact help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844, Email id-support-eproc@nic.in.*

To participate in online bidding process, Concessionaires must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Concessionaires can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode, etc. Concessionaires who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

1. A three-envelope selection procedure shall be adopted as stipulated in Para no.3.19 of this RFP.
2. Concessionaire (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, tender document fees should be deposited in the account details provided in the bid document. And EMD in form of Demand draft/ FDR should be uploaded on mahatenders.
3. NMC will not be responsible for delay in online submission due to any reason. For this, Concessionaires are requested to upload the complete bid proposal, EMD in Demand Draft/ FDR, pay online Tender fee well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
4. Concessionaires are also advised to refer Concessionaires Manual Kit available at *https://mahatenders.gov.in* for further details about the e-tendering process.

Section: II - Key Events and Dates

2. Key Events and Dates

2.1. Dates

#	Information	Details
1	**Date of issue of Bidding Document**	**22/10/2018 03:00 PM**
2	**Last date of receiving the queries**	**29/10/2018 05:00 PM**
3	**Pre-bid meeting**	**30/10/2018 03:00 PM**
4	**Last date (deadline) for submission of bids online (Bid Due Date)**	**21/11/2018 03:00 PM**
5	**Last date for submission of hard copy**	**22/11/2018 02:00 PM**
6	**Date Time and Place of opening of Technical proposals**	**to be updated Nashik Municipal Corporation , Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422001**
7	**Date Time and Place of opening of Financial proposals**	**To be intimated separately to the technically qualified bidders.**

2.2. Other Valuable Information Related to Bid

#	Item	Description
1.	**Earnest Money Deposit (EMD)**	**Rs. 85,00,000/-**
2.	**Tender fees to be paid online**	**Rs. 10000/-+ Rs. 90/- + GST (CGST 9%+SGST 9%)**
3.	**Bid Validity Period**	180(One Hundred and Eighty)days from the date of opening of Financial Bid Or Expressly withdrawn from bidder after 180 days

#	Item	Description
4.	**Last date for furnishing Performance Security to NMC (By successful Concessionaire)**	Within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the LOA issued by NMC.
5.	**Performance Security (Performance Bank Guarantee)**	Rs. 8,25,00,000/-
5.	**Performance Bank Security/Performance Guarantee (PBG) validity period**	Valid till 90 (Ninety) days beyond the contract / authorisation period.
6.	**Last date for signing contract**	As prescribed in the LOA.

Section: III - Instructions to Concessionaires

3. Instructions to Concessionaires

3.1. Background

The NMC is providing municipal services in its jurisdiction catering to a population of about 19 lakh citizens and is desirous of replacing existing energy consuming street lights with more energy efficient Light Emitting Diode (the "LED") bulbs and install smart control and monitoring network, hereafter referred to as the 'Project'. The main objective is to upgrade and rehabilitate Nashik city's existing street light network and provide a new smart infrastructure to achieve substantial reduction in the energy consumption and carbon emission. As part of this endeavor, the NMC intends to select a suic entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 7 Year with installation period of 9(nine) months. Pursuant thereto, the NMC, has decided to carry out the Bidding Process for selection of the Concessionaire to whom the Project may be awarded. For monetization, revenue generation can be done through Advertisement rights on pole across Nashik.

The NMC has approved the Project to be developed through private participation on DBFOMMT basis.

3.2. Purpose

NMC is desirous of replacing the existing streetlights/floodlights in Nashik Pan City area with suitable wattage for guaranteed Lux Levels by dimmable LED streetlights/floodlights in line with the specifications as provided in the Bidding Document. Project also includes Monetization through advertisement revenue. This document provides information to enable the Concessionaires to understand the broad requirements to submit their bids.

3.3. Cost of RFP

Prior to submitting the Bids, the Concessionaires shall pay Bid Document Fee using available net banking option/ credit card/ debit card on e-procurement portal of Govt. of Maharashtra i.e. https://mahatender.gov.in. The Concessionaires are advised to make online payment at least three days prior to Bid Due Date to avoid any banking transfer delays. The receipt towards payment shall be uploaded during the online submission of Bid document. It is clarified that the Bid Document Fee is non-refundable.

3.4. Change in Ownership

By submitting the Bid, the Concessionaire shall be deemed to have acknowledged and agreed that in the event of a change in control of the Concessionaire itself or an Associate whose Technical Capacity or the Holding Company whose Financial Capacity was taken into consideration for the purposes of Short Listing and Qualification under and in accordance with this RFP, the Concessionaire shall be deemed to have knowledge of the same and shall be required to inform the NMC along with all relevant particulars about the same. NMC may, in its sole discretion, approve the same or disqualify the Concessionaire or withdraw the LOA from the Selected Concessionaire, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to financial close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the NMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the NMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the NMC under the Bid Documents and/ or the Concession Agreement or otherwise.

3.5. Transfer of RFP

The Bidding Document is not transferable to any other Concessionaire. The Concessionaire who purchases the document and submits the Bid shall be the same.

3.6. Consortium

The Concessionaires are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members **cannot exceed three**, including the Lead Member.
2. Only the Lead Member will submit the Proposal and sign the Contract with NMC
3. No bidder can be a part of more than one bid. The partners of a Consortium are not allowed to bid individually or as part of another consortium.
4. In case of a Consortium Bid, the Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating the segregation of scope of work of each member. Such Agreement should be prepared

on non-judicial stamp paper of Rs. 100 and is required to be submitted along with the Technical Proposal.

5. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.
6. Each Consortium member shall execute and submit along with the Technical Proposal, Authority Letter in favor of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
7. The Consortium Agreement shall provide at least the following information in respect of the Consortium members that the Concessionaire will engage to provide any of the services required under this RFP.
    a. Brief description of nature of products/services to be provided by Consortium member;
    b. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
    c. Date, form and state of incorporation of each Consortium member;
    d. Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP);
    e. Company Principals (Name, title and business address); and,
    f. Current or prior successful partnerships with proposed Consortium member including Client reference (Contact name, phone number, dates when services were performed).
8. The Consortium Agreement concluded by the Lead Member and Consortium member(s) should also be addressed to NMC clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Member.
9. Change in members of the Consortium of the successful Concessionaire anytime during the Contract will be allowed only with prior approval of NMC.

10. The Lead Member shall be solely liable to and responsible for all obligations towards NMC for performance of works/services including that of its partners/associates under the contract.

3.7. Completeness of Response

I. Concessionaires are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

II. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Concessionaire's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD and therefore.

3.8. Proposal Preparation Costs

I. The Concessionaire shall submit the bid at its cost and, NMC shall not be held responsible for any cost incurred by the Concessionaire. Submission of a bid does not entitle the Concessionaire to claim any cost and rights over NMC and NMC shall be at liberty to cancel any or all bids without giving any notice.

II. All materials submitted by the Concessionaire shall be the absolute property of NMC and no copyright /patent etc. shall be entertained by NMC.

3.9. Concessionaire Inquiries

Concessionaire shall send in their queries by email to **ee_electrical@nmc.gov.in /pmc@nashiksmartcity.in** . The response to the queries will be published ***https://mahatenders.gov.in***. No telephonic queries will be entertained. This response of NMC shall become integral part of RFP document.

NMC shall endeavor to respond to the questions raised or clarifications sought by the Concessionaires. However, NMC reserves the right not to respond to any question or provide any clarification, in its sole discretion and is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.10. Amendment of RFP Document

I. All the amendments made in the document would be published at ***https://mahatenders.gov.in*** website and shall be integral part of RFP and the bidding document.

II. The Concessionaires are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The NMC

also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

3.11. Supplemental Information to the RFP

If NMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum or Addendum issued shall be deemed to be incorporated by this reference into this RFP.

3.12. NMC's right to terminate the process

NMC may terminate the RFP process at any time and without assigning any reason. NMC reserves the right to amend/edit/add delete any clause of this Bid Document. However, any such amendment/editing/addition/deletion of any para/clause would be published at **https://mahatenders/gov.in**

3.13. Earnest Money Deposit (EMD)

For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik. Scanned copy of DD/FDR should be uploaded on website with tender documents. Original Copy of EMD in form of Demand Draft/ FDR must be SUBMITTED IN Envelope (Hard copy) on or before due date and time of Tender at office of Executive Engineer, Electrical Department, NMC, Nashik.

Any Bid not accompanied with EMD in form of Demand Draft/ FDR shall be rejected.

EMD in form of Demand draft/ FDR should be drawn in favour of "Nashik Municipal Corporation" payable at Nashik from a Nationalised Bank located in India in the format as per Tender Annexure – II. In case of Joint venture lead partner may submit the EMD.

Bidder must upload scanned copy of Cash receipt of e-Tender processing fee & DD/FDR towards EMD along-with the offer. Otherwise offer will be treated as irresponsive.

I. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Concessionaire on the amount of the EMD.
II. Bids submitted without adequate EMD will be rejected.
III. Unsuccessful Concessionaire's EMD shall be returned within 60 days from the date of opening of the financial bid.
IV. EMD of Successful Concessionaire will be returned after the award of contract and submission of the performance Security within specified time and in accordance with the format given in the RFP.
V. EMD shall be non-transferable.
VI. The EMD may be forfeited:

a) If a Concessionaire withdraws its bid or revises/ increases its quoted prices during the period of bid validity or its extended period, if any.
b) If Successful Concessionaire fails to sign the Contract or to furnish Performance Security within specified time in accordance with the format given in the RFP.
c) If during the bid process, a Concessionaire indulges in deliberate act that would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the NMC regarding forfeiture of the Bid Security shall be final and binding upon Concessionaires.

3.14. Language of Bids

This Bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi/Marathi, translation of the same in English language is to be duly attested by the Concessionaire and summited in the Bid, and English translation shall be validated at NMC's discretion.

3.15. Patent Claim

In the event of any claim asserted by a third party for infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the successful Concessionaire shall expeditiously close such claim. If the Concessionaire fails to comply and NMC is required to pay compensation to a third party resulting from such infringement, the Concessionaire shall be responsible for such compensation, including all expenses, court costs and lawyer fees. NMC shall give notice to the successful Concessionaire of any such claim and recover it from the Concessionaire.

3.16. Contact Details

For any clarifications & communication with reference to the RFP documents, the Concessionaires are expected to communicate at the contact information provided below:

Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001
Email Id: **ee_electrical@nmc.gov.in / pmc@nashiksmartcity.in**
Phone: 0253-2222439

3.17. Pre-Bid queries on RFP

Concessionaire shall send in their pre-bid queries as prescribed in the format specified in section VI of this RFP to the contact address at which the bids are to

be submitted as well as the email id mentioned in section 3.16 of this RFP. The response to the queries will be published on www.maharashtra.gov.in No telephonic queries will be entertained.

3.18. Number of Bids

The Concessionaire is eligible to submit only one Bid for the Project. In case of multiple Bids by a Concessionaire either as sole Concessionaire or as a member of Consortium all such Bids shall be rejected and their EMD shall stand forfeited.

3.19. Site visit and the verification of information

The Concessionaires are encouraged to submit their respective Bids after visiting the site, and ascertaining for themselves the Site conditions, the quality and quantity of light (lux level) requirement, site surroundings for compliance of environment protection, availability of power, and other utilities for construction, availability and access to site, handling and storage of materials, seismic data, soil testing, applicable laws and regulations, labor laws, local bye-laws and any other matter considered relevant by them which will affect the outcome of the Project.

It shall be deemed that by submitting the Bid, the Concessionaire has:

a. made a complete and careful examination of the Bidding Document;
b. received all relevant information requested from the NMC ;
c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NMC relating to any of the matters referred above; and
d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

The NMC shall not be liable for any omission, mistake or error on the part of the Concessionaire in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NMC. It is the sole responsibility of the Concessionaire to ascertain the accuracy of the data provided by NMC.

3.20. Bid Submission Format

The Bids shall be submitted strictly as per the format specified in this Request for Proposal. The Bids in deviation from the prescribed format are liable for rejection.

3.21. Submission of Bids

The Bids submitted by the Concessionaire shall comprise of the following 3 (three) envelopes. A 3 (Three) envelope/ cover system shall be followed for the bid –

a) Tender Fee, EMD and Pre-qualification criteria
b) Technical bid and Demonstration
c) Financial bid

The Bid shall include the following documents: -

#	Documents Type	Document Format
	Tender Fee, EMD Detail & Pre-Qualification- Envelope –A	
1.	Tender Fee	Scanned copy of Tender Fee payment receipt
2.	EMD	Scanned copy of EMD in form of Demand Draft/ FDR
3.	Pre-qualification	As per the format mentioned against the respective eligibility criteria clause.
	Technical Qualification Documents and Demonstration- Envelope –B	
4.	Technical Bid and Demonstration	As per the format mentioned against the respective eligibility criteria clause
	Financial Bid – Envelope –C	
5.	Financial Bid	As per the format mentioned

The Concessionaire should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid proposal submitted by the Concessionaire.

The Bids shall be submitted in three Envelope.

Envelope –A: Tender Fee, EMD Detail and Pre-qualification criteria

The Envelope A shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. ***The bids not received online will be rejected.*** If there are any discrepancies, online bid will prevail. The physical signed Envelope A shall be marked as "ORIGINAL".

Envelope A will contain:

a. EMD in form of Demand draft / FDR.
b. Copy of Tender Fee receipt
c. Signed copy of this RFP.
d. The Bid will have to be signed and submitted by the proper authorized person as appointed by the Concessionaire.

e. Bid in the prescribed format (Annexure-I) along with Annexes and supporting documents;

f. Power of Attorney for signing the Bid as per the format at Form-3A;

g. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Form-3B;

h. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Form 10;

i. Copies of Concessionaire's duly audited balance sheet and profit and loss account for the preceding 3 (three) years, I.e. 2016-17, 2015-16, 2014-15.

j. Duly certified CA Certificates for Average Annual Net worth and Net Cash Accrual for the last 3 (three) Financial Years as per the format at Form 9.

k. Declaration duly signed by signatory of the Concessionaire in the official letterhead stating that Concessionaire has understood the scope of work and site conditions and carried out necessary site visits and completely comprehended the geographical aspects, works, land use as pacts and all normal and specific quality, safety, health and environment requirement and has sufficient resources such as qualified and experienced man power, material land equipment/instruments to carry out the scope of work.

Envelope –B: Technical Bid and Demonstration shall be superscripted as: The Technical Bid shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. The bids not received online will be rejected. If there are any discrepancies between online submission and hard copy submission, online bid will prevail. Technical bid shall contain following documents:

1. Guaranteed technical particulars of LED street lights and accessories as per Section V of this document.
2. The Concessionaire shall submit the following documents/ technical details for technical evaluation:
    a. Technical Catalogue of Product.
    b. LM79 Measurement Report for the luminaries tested in NABL & BIS certified laboratory for testing of Luminaries.
    c. LM80 Report for the LEDs used (supplied by LED manufacturer).
3. Compliance Forms as per the format in Annexure II.

Note: Demonstration will be part of the technical evaluation. However, no documents need to be submitted in this envelope for the demonstration purpose. The evaluation sheet will be shared with the Concessionaire during the time of demonstration.

Envelope –C: FINANCIAL BID

The Financial Bid shall be submitted **online only**.

1. Financial bid shall contain only the duly filled in final financial bid format as in Annexure III duly signed and stamped by authorized signatory and covering letter duly signed by the authorized signatory and stamped on the letter head of the Concessionaire and it should be uploaded online only.

2. The Concessionaire has to quote guaranteed energy saving in percentage terms (minimum 60%) along with the percentage revenue share offered to NMC (minimum 5%) out of the total revenue earned by the Concessionaire from energy saving under this project.

All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.

3.22. Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Concessionaire fails to meet the bidding requirements as indicated in this RFP:

i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
ii. During validity of the Proposal, or its extended period, if any, the Concessionaire increases their quoted prices.
iii. The Concessionaire qualifies the Proposal with their own conditions.
iv. Proposal is received incomplete.
v. Proposal is received after due date and time.
vi. Proposal is not accompanied by the EMD.
vii. If the Concessionaire provides quotation only for a part of the Project.
viii. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage)
ix. Financial Proposal is enclosed with the Technical Proposal.
x. Concessionaire tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
xi. In case anyone Concessionaire submits multiple proposals or if common interests are found in two or more Concessionaires, the Concessionaires are likely to be disqualified, unless additional Proposals/Concessionaires are withdrawn upon notice immediately.
xii. Concessionaire fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NMC.
xiii. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Bids.
xiv. While evaluating the Proposals, if it comes to the NMC's knowledge expressly or implied, that some Concessionaires may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting

in delaying the processing of Proposal then the Concessionaires so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the NMC.

xv. If the Bid Security Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the Financial aspects of the Bid

xvi. Concessionaire doesn't agree to the Terms and Conditions stipulated in the RFP or the Draft / Signed Contract Agreement.

3.23. Bid Opening

I. Envelope A containing scanned copy of EMD in form DD/FDR, Tender Fee and Pre-Qualification shall be opened initially in the presence of Concessionaires.

II. Envelope B containing the Technical Proposal shall be opened of only those Concessionaires who qualify in the Envelope A.

III. Envelope C containing the Financial Proposal shall be opened of only those Concessionaires who qualify in the Envelope A & B and will remain unopened until the time of opening of the Financial Proposals.

IV. At the end of the evaluation of the Envelope A- Pre-qualification and Envelope B Technical Proposals, NMC shall invite Concessionaires who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NMC to qualified Concessionaires.

3.24. Evaluation Process

3.24.1. Bid Evaluation Committee

I. NMC's Bid Evaluation Committee that shall oversee the bid evaluation process and submit its recommendation to Competent Authority whose decision shall be final and binding upon the Concessionaires is as follows:

a. Additional Commissioner, NMC

b. CEO, NMSCDCL

c. Chief Account and Finance Officer(CAFO),NMC

d. Chief Auditor, NMC

e. H.O.D. Electrical Department, NM

3.24.2. Process of Evaluation

II. Concessionaires who qualify in Envelope 'A' shall be considered for further Technical evaluation and demonstration.

III. Concessionaire shall be evaluated for Envelope A as per EMD in form of DD/FDR, Tender Fee and prequalification criteria mentioned above at 3.23. The Concessionaires who fulfil all the prequalification criteria in Envelope A, would be evaluated as per Technical Bid scrutiny and demonstration as mentioned in Envelope B.

IV. Concessionaires who qualify in Envelope B will be eligible for opening of Envelope C. Amongst the Concessionaires who are considered for financial evaluation, the Concessionaire quoting the highest offer for revenue sharing as per the financial format in Annexure II with the NMC will be awarded the work.

V. Revenue sharing and NMC energy bill deposit will be start after the implementation period.

VI. The Competent Authority reserves the right to accept or reject any or all bids without giving any reasons thereof.

3.24.3. Pre-Qualification Criteria

Incorporation:

i. The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.

ii. The Concessionaire / Lead Concessionaire or if it's a consortium, All the members of the Consortium should have PAN, TAN certificates and GST registration.

Technical Capacity:

The Concessionaire shall demonstrate in past 5 financial years as on Bid Due Date the following technical capacity:

iii. The Concessionaire (The Lead bidder in case of Consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.

iv. The Concessionaire (The lead bidder or any member of the consortium) should have experience of at least

  i. One project which involved 10,000 nos. or

  ii. Two projects which involved 5,000 nos. each or

iii. Three projects which involved 4,000 nos. each

LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India. Work order or client testimonial specifying the number of fixtures should be submitted

v. The Concessionaire (The lead bidder or any member of the consortium) will have to produce successful commissioning certificate and Successful energy saving performance from any Government Authority for at least one existing project of smart street LED lighting. Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided

vi. The Concessionaire or if it's a consortium, all members of consortium should not have been blacklisted/ debarred/ terminated by any of the Central/State Government Department/Board/PSUs/Municipal Corporations for fraudulent or corrupt practices as on the date of the submission of the bid.

Financial Capacity:

i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.

ii. The Concessionaire (Lead member in case of Consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) as on 31st March, 2017, duly certified by Auditor / Chartered Accountant

The net worth will be calculated as:

Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)

3.24.4. Envelope B: Technical Evaluation and Demonstration

Each Proposal which qualifies in Envelope A shall be scrutinized further technically for checking whether the offered hardware meets the RFP requirements along with technical specification of the product. In case, the bid is found technically responsive then the Concessionaire will be called for demonstration and the Concessionaires successful in the demonstration will qualify for further evaluation of Envelope C (Financial Bid). In case in NMC 's opinion if there is a material deviation from the RFP requirement, it will treat the bid as non-responsive and may disqualify the Concessionaire. The

Envelope C of such disqualified Concessionaire shall not be opened. NMC reserves the right to decide whether the deviation is material or not.

Demonstration and Technical Bid:

i. NMC will invite successful bidders which are qualified in pre-qualification criteria (Envelope-A). Within 10 days after the invitation, bidders must commence Proof of Concept (Demonstration).

ii. The Concessionaire has to demonstrate successful operation of the offered LED street light solution as indicated below, failing which the Concessionaire shall be rejected. (Conditions to be defined for rejection like Lux levels, watt loss or non—operation of lights within one week, or individual light control, scheduling or dimming criteria not working)

iii. The Concessionaires are required to demonstrate their products for site testing and verification by a committee of NMC to demonstrate physically that the offered product meets the technical specification.

iv. For 90 Watt and above (> = 90 watt) fixture's proof of concept to be shown with minimum **6 fixtures of each wattage** on existing street light poles of the street light segment at locations as directed by the NMC Committee with the individual on-off, individual dimming, individual data points (On/Off/Fault) addressing controlled LED Street light fixtures

v. For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum **3 fixtures** of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming, individual data points (On/Off/Fault) addressing controlled LED Street light fixtures.

vi. The proposed proof of concept of smart led to be on the basis of the demonstration, Lux Level measurements and watt loss of the installed fixtures will be checked and verified which will be documented by NMC Committee.

vii. Following use cases to be show in the Proof of Concept:-

Sr. No.	Use Cases
1	Minimum 6 no. of Smart LED fixture of each 90 Watt and above fixtures to be demonstrate.
2	90 Watt and above (> = 90 watt) Smart LED street light with Individual On-Off via CSLSM
3	90 Watt and above (> = 90 watt) Smart LED street light with Individual Dimming via CSLSM
4	90 Watt and above (> = 90 watt) Smart LED street light with Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) Addressing via CSLSM

Sr. No.	Use Cases
5	Minimum 3 no. of each wattage of fixtures below 90 Watt (< 90 watt) to be demonstrate
6	90 Watt below (< 90 watt) smart LED group on-off at feeder panel level via CSLSM
7	90 Watt below (< 90 watt) smart LED group dimming, individual data point addressing via feeder panel (OPTIONAL) via CSLSM
8	90 Watt below (< 90 watt) smart LED group/ Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) addressing via feeder panel via CSLSM. To identify the working of fixtures via feeder panel.
9	GIS Mapping of each fixtures on City Map
10	Web portal of CSLSM
11	Reports

viii. No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per decision by NMC

ix. The venue and time of testing shall be communicated after opening of Technical Bid.

x. The Concessionaire has to report to the Engineer-in-Charge for testing along with the required products and instruments at least one 1 (day) before the commencement of the testing so that necessary arrangements for replacement of existing fixtures and installations for the testing and demonstration can be taken up.

xi. NMC or third party (appointed by NMC) will provide required measurement devices for the measurement of different parameters like total consumption including watt loss and Lux Levels.

xii. The Concessionaires who fail to report for the testing with their products and instruments as specified shall be rejected.

xiii. The offers of the Concessionaire whose product fail to work satisfactorily during the testing shall also be rejected.

xiv. The offers of Concessionaires whose products do not conform to the specifications during the onsite testing shall be out rightly rejected.

xv. No cost for the demonstration shall be borne by NMC. NMC shall also not be held responsible for accident or for any damage or failure of the products or instruments during the demonstration. Adequate safety arrangements need to be made by the Concessionaire for safety of human being and equipment.

3.24.5. Envelope C: Financial Bid Evaluation

NMC will evaluate Financial Proposals of all the qualified Concessionaires of Envelope B. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

S no.	Particulars	Bid Quote
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of 60% (In percentage)*	A
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	B
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**A*B*Unit Rate*Baseline Consumption**
	Note	
	Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving.	
	Details of Energy saving from individual pillar will be amicably decided as follows. 1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification. 2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee) 4) The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities. 5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"	

3.24.6. Signing of Contract

The successful Concessionaire shall enter into Concession agreement with NMC within the time frame mentioned in the LoA.

3.25. Fraud and Corrupt Practice

1 The Concessionaires and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the NMC shall reject a Bid without being liable in any manner whatsoever to the Concessionaire if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2 Without prejudice to the rights of the NMC, if a Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Concessionaire shall not be eligible to participate in any tender or RFP issued by the during a period of 3 (three) years from the date such Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3 For the purposes, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **corrupt practice** means

i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

ii. engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of

any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NMC in relation to any matter concerning the Project;

b) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) **undesirable practice** means

i. establishing contact with any person connected with or employed or engaged by the NMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

ii. having a Conflict of Interest;

e) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.26. Supplementary Information/Corrigendum/Amendment to the RFP

1 At any time prior to the deadline (or as extended by NMC) for submission of bids, NMC for any reason, whether at its own initiative or in response to clarifications requested by the Concessionaire may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by NMC would be displayed on www.mahatenders.gov.in, any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.

2 Any such supplement / corrigendum / amendment will be binding on all the Concessionaires. NMC will not be responsible for any misinterpretation of the provisions of this Tender document on account of the Concessionaires failure to update the Bid documents based on changes announced through the website.

3.27. Right to termination

NMC may terminate the RFP process at any time and without assigning any reason. NMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an

offer by NMC. The Concessionaire's participation in this process may result in NMC selecting the Concessionaire to engage towards execution of the contract.

3.28. Interlineation of bids

The Bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

3.29. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

3.30. Acknowledgement of understanding

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

3.31. Miscellaneous

1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nashik, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

2 The NMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Concessionaire in order to receive clarification or further information;

c) Qualify or disqualify any Concessionaire and/ or to consult with any Concessionaire in order to receive clarification or further information;

d) retain any information and/ or evidence submitted to the NMC by, on behalf of, and/ or in relation to any Concessionaire; and/ or

e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Concessionaire.

3 It shall be deemed that by submitting the Bid, the Concessionaire agrees and releases the NMC, their employees, agents and advisers, irrevocably,

unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

4 The Concessionaire shall acquaint itself with the work and working conditions at site and locality. No claim shall be entertained on this issue after the offer has been submitted.

5 The cost of preparing the Bid including a visit to the site or office etc. will not be reimbursed as a direct cost of the assignment and NMC is not bound to accept any of the Bids submitted.

6 Any accessories/items which may not have been mentioned in the specification but are required for satisfactory commissioning of the work shall be deemed to be included in the Contract and shall be provided by the Concessionaire without extra charges later on.

7 The Concessionaires may visit the target street light segment to estimate the work before submitting their bids at their own cost.

8 NMC reserves the right to order the final quantity.

The pages of documents, technical specifications, bids, supporting documents etc. shall be duly signed by the authorized signatory and company seal should be affixed or each page. All pages should be properly numbered and tagged or bound to avoid loss of information during processing of documents. Any part of which is not specifically signed by the authorized signatory and not affixed with company seal shall not be considered for the purpose of evaluation.

Section: IV – Scope of Work

4. Scope of Work

Background

Electric streetlights are essential elements of a city environment and services. They affect residents' sense of safety while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, these existing outdoor lights consume good amount of energy. Therefore, following are desired in designing and implementation of street lightings:

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Add intelligent IT innovations to transportation, civic utilities, public safety without adding significantly more physical infrastructure;
- Real-time data communications with low latency to improve safety and security.

4.1. Scope of work

Design, Finance, Supply, Installation, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 Years 9 months with minimum guarantee energy savings of 60%.

The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.

4.1.1. Survey:

1 The Concessionaire to carry out survey of all the roads in PAN City area where the new LED Light Fixtures are to be installed.
2 Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement
3 Concessionaire needs to submit a detailed report of survey and design to NMC. (within 15 days).

4.1.2. Replacement:

1 The Concessionaire has to replace all the existing conventional and non-conventional light fittings as mentioned below with new smart LED luminaries having following features
   - — 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)
   - — 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional.

2 The LED luminaries shall have the maximum coverage area on ground. The Concessionaire shall get approval for a sample of the replacement LED luminaries from NMC before procurement/ implementation of the project work in this regard.

4.1.3. Implementation

1 The total comprehensive warranty for these new LED lights is for throughout the Project duration of 7 Years and installation period 9 months from the date of GO-Live. During this period, the Concessionaire has to provide the replacement of all defective LED luminaries and other equipment's related to LED fittings of all types installed.

2 The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.

3 For maintenance of the LED luminaires & CSLMS components, the Concessionaire shall depute their technical staff / engineers in order to avoid any dispute or mishandling of any item by NMC staff. The complete responsibility of making them operational will be of the Concessionaire.

4 The communication connectivity between CSLMS components and CSLMS software for managing and monitoring of LED luminaires shall be borne and maintained by the Concessionaire throughout the Project duration.

5 Concessionaire will have to install same quantity of LED luminaires after replacement of the following existing luminaires:

#	Wattage	Count
1	Sodium Vapor 70 W	28056
2	Sodium Vapor 150 W	28731
3	Sodium Vapor 250 W	8841
4	Sodium Vapor 400 W	1817
5	T5 96W	8010
	Total	**75455**

#	LED Fixtures(Wattage)	Count
1	45 W	9481
2	60 W	3522
3	90 W	2976
4	120 W	580
	Total	**16559**

6 The total number of luminaires to be replaced under the project may vary by ±10% before the completion of implementation.

7 The Concessionaire shall also operate and maintain all Switch points/ feeder panels.

8 The Concessionaire need to convert minimum 20 regular pole into multi utility pole having Emergency Call Box (ECB), Public Addressing System (PAS) and Environmental Sensor.

4.1.4. Procure, supply Install, commission, integrate and maintain CSLMS solution for 7 Years 9 months:

1 The Concessionaire has to supply CSLMS software and Integrate CSLMS software with Nashik Smart City Operation Centre.

2 The Concessionaire shall host the CSLMS software on cloud environment. NMSCDCL is floating a RFP for setting up of Smart City Operation Centre (SCOC) along with Data Centre. In future, the Concessionaire shall be responsible to migrate, integrate the CSLMS software to the Smart City Operations Centre (SCOC) from the cloud environment.

3 Concessionaire needs to provide access to backend data and system of CSLMS to NMC.

4.2. Guaranteed savings:

The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.

4.3. Monetization Through Advertisement

1 The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for

computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.

2 The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.

3 If NMC is not satisfied with bidders efforts in achieving maximum potential from advertisement on pole or median as described in the RFP in the time period of 21 months i.e. implementation period of 9 months and 1st 12 months of Operation and maintenance period. NMC may decide on taking appropriate alternative/additional sources decision to achieve maximum revenue on the balance number of poles on which advertisement is not done by the agency.

4.3.1. Survey:

1 The Concessionaire shall carry out survey of all the roads in PAN City area for determining poles for advertisement site.

4.3.2. Selection of Advertisements

1 The Concessionaire shall take into account the following aspects while selecting advertisements for the Display Board.

a. The advertisement shall have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.

b. The use of NMC name, logo or title without prior permission is strictly prohibited. No co-branding with NMC is allowed, without prior permission.

c. The Concessionaire shall strictly follow all the rules and regulations of model code of conduct.

d. The Concessionaire shall remove the objectionable advertisement on NMC as and when directed by NMC with regard to the removal of the advertisement the decision of the NMC shall be final and binding on the Concessionaire.

e. The Concessionaire shall be responsible for payment of municipal taxes as applicable (advertisement tax).

f. The Concessionaire can place LED advertisement screen (dual sided) having size 2*3 ft between street pole on median.

g. Concessionaire can either place LED screen/flex/digital flex either on median or on the poles not on both in same location. Concessionaire will place this led screen after the approval from NMC.
h. Concessionaire will make sure no damage will be done to median landscaping and infrastructure while putting the led screens and flex.
i. The Concessionaire shall implement Digital Billboards on minimum 10% of the street light poles as permissible under the applicable laws / rules / acts etc. The cost of power, meter and all other fixtures related to the digital billboard will be borne by the Concessionaire.
j. No damage shall be caused to the street light poles in any manner.
k. Any damage shall be made good by the Concessionaire else the same shall be recovered from the Performance Security.

4.3.3. Advertising Rights

a. The Successful Concessionaire cannot display any advertisement before receipt of the Completion Certificate issued by the Project Officer.
b. The Successful Concessionaire shall comply with the Applicable Laws regulating the display of advertisements and NMC cannot be held liable for any change/ modification in these laws that adversely affect this Agreement or any breach of Applicable Law by the Successful Concessionaire. No claim or compensation on this account will be allowed.
c. The Successful Concessionaire shall be free to set charges for the display of advertisements to be paid by End Users in line with the market requirements and acceptance of these charges by the End Users. However, the Successful Concessionaire shall be liable to pay all applicable taxes related to the usage of hoardings on street light poles for the display of advertisements and the revenues generated from such activity to NMC.
d. On digital billboards, the Concessionaire shall provide 5% time during each hour of operation, free of cost to NMC for display of public service messages of noncommercial nature.
e. Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue are provided in Annexure VIII.

4.3.4. Additional Monetization Through Wi-Fi

1 The Concessionaire may subject to permission of NMC may deploy Wi-Fi module on street light poles and consider them for revenue generation activities. Such revenue generated from Wi-Fi modules can be retained by the Concessionaire.

4.4. CONCESSIONAIRE Project Structure

Particular	Structure for CONCESSIONAIRE Project
Model	ESCO – Design, Build, Finance, Operate, Monetize, Maintain & Transfer (DBFOMMT) Model
Parameters for Evaluation of Financial bids	1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles
Project Coverage	Retrofitting and O&M of identified switching points and respective street light fixtures that are installed on Street light Infrastructure provided by NMC. Successful Concessionaire will deploy LED streetlight smart networking solution consisting of i. 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) ii. 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional. iii. CSLMS Feeder Control Panels iv. CSLMS Street light controller v. CSLMS software vi. CSLMS Hardware (which shall be compatible with smart city Command Control center software) Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles (tentative location proposed). It will also replace all the terminal box, junction bo flexible wires from Fixture to terminal box/Junction bo wherever required; O&M of street light conductors and

Particular	Structure for CONCESSIONAIRE Project
	underground cables will be in the scope of CONCESSIONAIRE. *(NMC will be responsible for power supply upto MSEDCL meter which will be fixed in the feeder panel.)*
Energy Conservation Measures (ECSLMS)	Technical Specifications for LED street lights and CSLMS is a part of Tender document;
Project Duration	7 Years 9 months
Guaranteed Energy Savings	Minimum 60%
Monitoring of energy savings post implementation; by an independent agency / engineer	An independent agency may be appointed by NMC for implementation monitoring and subsequent O&M monitoring, supervision for energy saving achieved and inspection of optimized use of the Smart City Platform. The monitoring and verification process is detailed out in Energy Performance Contract
Minimum standards of Operation and Maintenance	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.
Penalties & Liabilities	Penalties levied for non-achievement of savings shall be equivalent to at least the difference between actual and quoted guaranteed savings; Penalties shall be levied also for — Non-compliance of lux level standard — Non-Compliance to Minimum Up-Time — Non-compliance with electrical safety related matters — Non-implementation or non-operation of the CSLMS solution — Project Asset and human resources used in the project
Payment security	Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;
Provisions relating to escrow account, if any	**Appointment** Nashik Municipal Corporation(NMC) and the CONCESSIONAIRE shall appoint the a reputable Bank to serve as the Escrow agent for the purposes of this Agreement and subject to the terms of this Agreement and the Escrow Agent hereby accepts this appointment. **Escrow Account** Within five (5) Business Days of the date hereof, Nashik Municipal Corporation (NMC) and the Escrow Agent shall establish an escrow bank account denominated in Indian Rupees for the benefit of the CONCESSIONAIRE (the CONCESSIONAIRE PROJECT ACCOUNT). **Deposit and Replenishment Request** After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will

Particular	Structure for CONCESSIONAIRE Project
	deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)). In the event that the amount in CONCESSIONAIRE Project Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same. CONCESSIONAIRE will deposit the amount generated by advertisement in escrow account on monthly basis. The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC. **Identification and Separation**: The Escrow Agent shall clearly identify in its records the Escrow Account as an escrow account and shall keep the funds standing to the credit of the Escrow Account segregated from and not commingled with the Escrow Agent's own funds or the funds of any of its other customers or third parties. **Withdrawal Agreement** At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s): (a) MSEDCL electricity bill payment (b) all government taxes due and payable by the Concessionaire for and in respect of the Project; (c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving (d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and (e)monthly proportionate provision of debt service due in an Accounting Year; f) --- Share in Energy saving revenue to Concessionaire , Subject to deduction if any --- Share in Advertisement revenue to Concessionaire , Subject to deduction if any (g)Balance, if any, in accordance with the instructions of the Concessionaire. **Fees** Fees to be paid to the Escrow Agent for the establishment and management of the Escrow Account shall be borne equally by NMC and the CONCESSIONAIRE.

4.5. Proposed responsibility of CONCESSIONAIRE under the project

Area	Responsibility Assigned to CONCESSIONAIRE under this project
Meet Desired	• Design and Installation of CSLMS based i. 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) ii. 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional. iii. streetlight control iv. feeder panel v. with Remote Measurement, monitoring & Switching Capability; • Meeting timelines specified in contract for replacements/ repair of non-functional Street light fixtures and feeder panel;
Key responsibilities	• Capital investments required for retrofitting of street light fixtures in Pan city Area; • Design and Installation of CSLMS with Remote Measurement, monitoring & Switching Capability; • O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;
Citizen Service	• Setting up of call center for citizens to record and address complaints in Nashik city;
Reporting/ Monitoring & verification (M&V)	• Remote monitoring from centralized location; • Measure of daily/billing period consumption; • Setting up of call center for citizens to report complaints; • Daily reporting of fused/ non-functional fittings/ fixtures etc. as well as citizen complaint resolution status;

4.6. Project Phase

The implementation timelines is given below:

Sr. No.	Description	Timeline
1	Date of Issuance of Work Order	T_0
2	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC	$T_1=T_0+15$ Days
3	Implementation Period as per plan approved by NMC (max)	$T_2=T_1+8$ months 15 Days
4	Operation and Maintenance Period	$T_3=T_2+7$ Years

After 9 months due to dependency on NMC only 97% project implementation done; then at the time of start of Concession period, Energy baseline will be calculated on 97% and then revenue sharing will be calculated on 97%. NMC (Authority) will get 3 months' time to complete dependency task handover remaining 3% site to Concessionaire. After this task energy baseline will be calculated on 100% and then revenue sharing will be calculated on 100%.

4.7. Lux Level Measurements

Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement.

4.8. Operating hours and dimming

The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication. Also the additional saving on account of such additional dimming will be shared with the Concessionaire and will be considered in the calculations towards energy savings and subsequent revenue sharing's. The Dimming is allowed only between 11:00 PM to 5:00 AM. Maximum Dimming Percentage will be above as per NLC guidelines, which will be decided as per site conditions.

4.9. Energy Baseline Determination

With immediate effect from the work order Date, the CONCESSIONAIRE shall undertake field surveys of the street lighting fixtures covered in the Project Area (Pan City) to accomplish the following:

4.9.1. Baseline Energy Consumption and Energy Savings for Nashik City

Following Section provide details for the Baseline Energy Consumption:

4.9.1.1. Baseline Energy Consumption

Baseline Energy Consumption is the deemed theoretical energy consumption of entire existing population street light fixtures installed in Nashik city that are in working condition, taking into account losses in fixture control gear and cables/lines.

To arrive at baseline for the Annual Energy Consumption in the Nashik city following methodology has been adopted:

The rated wattage of each wattage type of street light fixture is multiplied by installed quantity of that type of fixture in the Pan City area of Nashik city. This in turn multiplied by the theoretical losses in control gear and cables/overhead lines. This is further multiplied by the theoretical working hours of street lights in a year. The cumulative total of thus arrived energy consumption all type of street light fixtures will amount to the Baseline Energy Consumption of the Nashik city.

1. Cumulative wattage wt= 11044370w
2. Assuming theoretical total watt losses in control gear of conventional street light fixtures and power lines is 15%. In case of existing LED type street light fixture losses these losses considered are 5%
    a. Deemed Cumulative Power Wc1= 11476517 W (For conventional Fixtures.)
    b. Deemed Cumulative Power Wc2= 1118029.5 W (For Non-conventional Fixtures.)
    c. Total cumulative power consumption is Wc= 12594546.5 w
3. If total average uptime of lighting fixtures is 11 Hrs per day, total time annually, T= 11x365 hrs.=4015
4. Total baseline energy consumption in City is Eb= 50567104 Kwhrs

This Baseline consumption Eb is mentioned in the RFP and same shall be mentioned in the agreement.

Other Details

The actual Baseline Energy Bill shall include two items: 1) Energy Consumption Cost at Unit Rate, and 2) Wheeling Charges. Average Monthly Baseline Energy Bill is computed in the same method as above. Both these baseline figures shall be considered to arrive at Energy Saving for each month during O & M Period (considering the Unit Rate prevalent then, as may be seen from the monthly electricity bill). As a general guidance, average annual rate of increase of power charges of MSEDCL is 8% or at actuals.

4.9.1.2. Energy Savings

The Energy Savings Amount in any year shall be arrived as follows:
After replacement of conventional street lighting with LED type lighting fixtures if actual cumulative street light energy consumption billed by Discom in a year in Nashik city is = Rs. 160071008/-,
Unit cost as per Discom tariff in the year = Rs. 6.62/-
Baseline Energy Cost shall be = Rs. 334754229.8 /-
Energy Savings Amount in the year shall be =Rs. 174683222/-

4.10. Operations of Concessionaire

1 The Successful Concessionaire has to adhere to the technical specifications as specified in Technical Specifications section for different type of street lighting equipment.

2 The Successful Concessionaire has to arrange all the equipment, machineries and instruments required for the implementation of the project at its own expense.

3 Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

4 Before starting the installations, it is the responsibility of the Successful Concessionaire to ensure that all relevant poles or lamps are taken up for installations which are under Pan City area of Nashik City.

5 The CONCESSIONAIRE shall undertake marking of poles (pole numbering) for each LED luminaire installed in Pan City area of Nashik City and switching point details. However, this should be done without damaging the infrastructure of NMC or any other parties.

6 The Concessionaire has to prepare switching point based inventory post replacement and the concessionaire shall conduct GIS/ GPS mapping of street lighting switching points/feeder panels and rationalize the coverage area under the switching points.

7 **Service Wire:** The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features

   i. Diameter of 10 sq.mm.,
   ii. PVC insulated
   iii. 4-core Aluminum wire.
   iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable

8 The Pan City area comprises of poles that are under jurisdiction of NMC. There are a total of around 92014 luminaires in place being operated by approximately 1840 switching points/ feeder panels.

9 **Bracket/Arm/Clamps**: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.

10 The Successful Concessionaire must take adequate care, by using black cotton tape or better quality tape for connection of wires, to avoid short circuiting of connections especially during monsoon season. No extra charge will be payable to the concessionaire for this work.

11 Surge protection: The CONCESSIONAIRE will provide surge protection arrangement to protect the luminaire from switching surges which are expected/prevalent in Street Light supply networks. No extra charge will be payable to the concessionaire for this work. No claim for failure of Luminaires, on account of voltage surges other than Lightning surges, will be considered.

12 In case of voltage surges due to lightning, it is expected that lights, in the affected circuit, will fail in a group and not in an isolated manner. Hence, any such failure of lights in a group on account of Lightning surges, may be reported to the insurance company and NMC along with circumstantial evidence within 48 hours (or any other as permissible under the insurance policy) of such occurrence, for the purpose of damage claim. The responsibility for submission of all necessary supporting documentation rests with the Concessionaire.

13 **Earthing**: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial

commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.

14 The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).

15 The Concessionaire shall:

I. Change existing feeder panels to higher capacity in view of inclusion of additional street lights resulting in insufficient rating of feeder panels at its own cost.

II. Shift the feeder panels from one place to other place due to obstacle in traffic, line shifting or for the purpose of load distribution at its own cost.

16 The Concessionaire shall intimate NMC about any cases of power theft or unauthorized connection of load during festivals from the street lighting network on priority basis. NMC will be responsible for taking all the corrective measures required and not penalize the Concessionaire for such theft.

17 The Concessionaire shall ensure proper recording of the dismantled conventional Luminaires and hand over these to NMC on a weekly basis.

18 With regard to asset ownership, following need to be adhered to:

I. NMC shall at all times during the contract period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

II. The Concessionaire shall remain the owner of the LED luminaires and CSLMS components installed by it during the contract period. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. These LED luminaires and CSLMS components shall be free of any lien at all times.

III. At the expiry of the contract period, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed are vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS components, along with CSLMS bill of material, to NMC in working condition.

19 NMC will conduct periodic reconciliation of readings provided by CSLMS and MSEDCL energy meters. If deviation between CSLMS energy meter readings and MSEDCL energy meter is more than 2%, then NMC, or a third party appointed by NMC, will carry out on site measurement for verification. This deviation of 2% is allowed only if the overall committed energy savings for the system is achieved.

4.11. Special Conditions of Tender to undertake comprehensive operation and maintenance of street lighting network for Pan City Area

During the contract period, following operation & maintenance activities will be required to be carried out by the Successful Concessionaire:

1. The CONCESSIONAIRE will open an office in Nashik City with basic infrastructure where the CONCESSIONAIRE will make available office staff with amenities like computer, printer, phone, complaint register, etc. during working shift timings. These complaint handling centers will be connected to NMC's SCOC and such centers should become fully operational within 30 days of allocation of such space by NMC.
2. The Concessionaire has to store material and fixtures inventory (minimum 0.5% of total installations in the Pan City area) for maintenance requirements.
3. The CONCESSIONAIRE has to be proactive in monitoring street lighting system regularly and performing preventive maintenance and not relying solely on Complaint Management System.
4. In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC and will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items irrespective of the outcome of the police related procedure.
5. The Concessionaire will manage the operation of all the control panels installed by him and also provide maintenance, web-based portal & communication services etc. of these control panels during the contract period.
6. All complaints lodged in the system have to be resolved within 48 hours of lodging of complaint. In certain cases, CONCESSIONAIRE has to resolve the complaints immediately as per the instruction of NMC.
7. The Successful Concessionaire shall ensure the availability of sufficient ladder vehicle, Hydraulic Vehicle (suitable to reach up to 12m height) and other relevant vehicle & equipment for O&M. The vehicle used for O&M should have valid registration documents.
8. In case normal vehicle is unable to access the light point, the CONCESSIONAIRE will be required to make necessary arrangements for facilitating street lighting installation and maintenance at such locations.
9. The CONCESSIONAIRE has to ensure that drivers of ladder vehicles must possess valid driving license, vehicle registration documents, insurance, etc. at all times during the contract period.
10. The CONCESSIONAIRE has to carryout O&M of street lighting network including following specific conditions:

Sr. No.	Conditions	Responsibility of CONCESSIONAIRE
1	Maintenance of central lighting	Apart from regular O&M activities; the CONCESSIONAIRE will be responsible for Maintenance/replacement of junction box, related switchgears and related connecting wires/ cables.
2	Some poles, street light span or street light control may be shifted due to obstacle to traffic, line shifting or for the purpose of load distribution	In such a situation, the CONCESSIONAIRE has to bring in labor for dismantling Luminaire and again putting up Luminaire after shifting has been completed by NMC.
3	Due to overhead mix network, snapping of conductors, phase-to-phase phenomenon is very frequent and leading to damages of street light luminary and its components	The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required.
4	All street lights are installed on bracket suitable to its entry diameter; however, it may be possible to change some of the brackets at site for LED installation, if required.	All the associated cost would be borne by the Concessionaire.

11. The Concessionaire will be penalized for non-achievement of O&M performance parameters. (please refer SLA for more details)
12. The CONCESSIONAIRE will organize training program at NMC office wherein the CONCESSIONAIRE will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of contract period on the operation, maintenance and repair of the equipment and systems installed by the CONCESSIONAIRE.
13. The Concessionaire should address the queries or issues raised by employees of NMC on O&M practices from time to time.
14. The Concessionaire shall assign an overall in charge for coordination and monitoring of day to day activities of entire city network. Additionally CONCESSIONAIRE should deploy the team as proposed, in their technical bid, from their organization who are regular employees and provide the contact details of the same, who shall be accountable for delivering on the said commitments during the Contract Period, coordinate for daily O&M exercise and update NMC as per agreed format. In case, the assigned personnel leaves the organization or is reassigned, the CONCESSIONAIRE has to intimate the same in writing to NMC and advice names of the new officers assigned for the role.
15. Insurance:

    The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of

damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

1. Safety: During the period of installation and O&M, the Concessionaire should ensure implementation of measures to ensure SAFETY of working personnel, as per all applicable laws in general and with special focus in the following.
    a. Working at heights
    b. Working on/in the vicinity of power supply lines.

   Suitable work instructions/procedures shall be prepared for each type of work location (Height or type of pole / supply network configuration) and the working personnel shall be trained at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues.
   All the working personnel shall be provided with appropriate Personnel Protection Equipment such as Safety harness for working at heights, safety helmets, Earthing rods, etc. The Successful Concessionaire shall arrange to carryout safety Audit at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues and suitable remedial measures shall be taken based on the findings/recommendation of the Safety Audit. Safety audit must be done on half yearly basis.

4.12. Assessment of lighting load

It is acknowledged that MSEDCL charges NMC for electricity consumption in street lighting based on the connected load with any feeder / energy meter. For every feeder/ energy meter, a separate bill is raised on monthly basis. Therefore, in order to realize the benefit of reduced energy consumption after the installation of LED lights, NMC will have to reduce the sanctioned load of each of the street lighting feeder proportionately. NMC will take-up this with MSEDCL so that sanctioned load of each of the feeder is reduced based on the new load on the feeder after the installation of LED lights.
During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point

before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC in the format as provided below:

Sr. No.	Division	Switch Point Description	Existing load as per utility bill (kW)	New load as per new meter installed in CSLMS panel (kW)	New load after replacement of all lights connected to switching point (kW)
1					
2					
3					
4					
5					
6					

The Concessionaire shall also submit a consolidated report in the above format to NMC separately for each division, immediately after the work is completed for that division.

4.13. Assessment of energy savings through Measurement & Verification (M&V)

The energy savings by virtue of its nature is to be calculated through difference of baseline energy consumption and actual energy consumption. The replacement of existing street light with energy efficiency LED street light is expected to give minimum 60% of energy saving. So the successful Concessionaire will have to ensure minimum energy saving of 60% (or higher as per his quote) from all the measures taken in this project.

The CONCESSIONAIRE will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS feeder control panel, hours of operation, details of events like phase failure, non-operational light points, etc. to NMC. NMC will direct the ESCROW bank account agency to process the payment to concessionaire after adjusting for penalties, if any. NMC or the third party consultant hired by NMC will conduct reconciliation of CSLMS report and MSEDCL bills semiannually and any discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

4.14. System Documents, User Documents

The CONCESSIONARE will provide all project related documents. This documentation should be submitted as the Project undergoes at various stages of implementation. Indicative list of documents include:

1. Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.
2. Equipment Manuals: Original Manuals from OEMs.
3. Installation Manual: For all the application systems.
4. Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered. Training registers should be submitted for same.
5. User Manuals: For all the application software modules, required for operationalization of the system.
6. System Manual: For all the application software modules, covering detail information required for its administration.
7. Standard Operational Procedure (SOP) Manual: The Concessionaire shall be responsible for preparing SOP Manual relating to operation and maintenance of each and every service as mentioned in the RFP. The draft process (SOP) document shall be formally signed off by NMC before completion of Final Acceptance Test. This SOP manual will be finalized by the Concessionaire within 2 months of operationalization, in consultation with the NMC and formally signed off by the NMC.

Note: The CONCESSIONAIRE will ensure upkeep & update all documentation and manuals during the concession period. The ownership of all documents, supplied by the Concessionaire, will be with NMC. Documents shall be submitted in two copies each in printed (duly hard bound) & in softcopy formats.

4.15. Helpdesk Setup

1. The CONCESSIONAIRE will set up a 24X7 centralized helpdesk for the project for entire concession period;
2. The help desk will handle user queries and issues relating to implemented solution
3. The helpdesk is required to ensure that users can log calls and complaints for any technical issues they face while accessing the system. The following is included in the scope of work of the Concessionaire:
   a. The helpdesk to have Interactive Voice Response (IVR) system for first level of call segregation;
   b. Accordingly Standard Operating Procedures (SOPs) shall be created by the Concessionaire;
   c. In addition to the telephone call, the Concessionaire shall also provide other channels for call logging like email and web interface;
   d. Following is also part of scope of work of Concessionaire:
      i. Development of training material for NMC employees
      ii. Training to be imparted to NMC

iii. Provision of Call center application
iv. Development of standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with NMC
v. Helpdesk related infrastructure;

e. Language Capabilities : Marathi, Hindi and English;
f. The service window for Help Desk is 365X24X7 (Monday to Sunday);
g. The call statistics will be analyzed every quarter after Go-Live and the number of Customer Care Executives may be ramped up or down accordingly on a week's notice;
h. The Concessionaire shall deploy helpdesk application accessible to all users through the Smart City portal for logging issues; and the Concessionaire to provision for inbound calls.

4.16. Training

The Concessionaire need to provide training to NMC employees and other stakeholders as directed by NMC. The following is a broad level scope;

1. The Concessionaire will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:
   a. Training manuals for NMC employees / stakeholder departments;
   b. Computer based training modules;
   c. Presentations;
   d. User manuals;
   e. Operational and maintenance manuals

4.17. Hand-over of the system at the end of contractual period

1. Ownership
   a. Subject to the terms of the Agreement, the ownership of the Project Site and the Installed Facilities, including all improvements made therein by the Concessionaire, shall at all times vest in NMC.
2. Concessionaire's Obligation
   a. The Concessionaire shall on the date of expiry or an early Termination of the Authorisation Period, hand over vacant and peaceful possession of the Project Site with all the Installed Facilities to NMC and in good operable condition as per terms of this Agreement.
   b. At least 20 (twenty) days before the expected expiry of the Authorisation Period, an inspection of the Installed Facilities and Project Site shall be undertaken by the Project Officer. NMC shall within two days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs, if any, to be carried out so as to conform to the original condition and specifications of the Installed Facilities, barring normal wear and tear. The Concessionaire shall promptly undertake and complete such works/ jobs at least 7 days prior to the expected expiry of the Authorisation Period and

ensure that the Installed Facilities continue to meet such specifications until the same are handed back to NMC. The Performance Security of the Concessionaire shall be released only when the works/ jobs are rectified as per the list prepared by NMC.

c. If the Concessionaire fails to hand over the Installed Facilities after the expiry of the Authorisation Period or after the Termination of the Agreement then the Concessionaire shall be deemed to be an unauthorized occupant and NMC shall have the right to forcefully remove any person and/or material of the Concessionaire and/or any End User from the Project Site and/or Installed Facilities without giving a notice to the Concessionaire.

4.18. Independent Energy Auditor

NMC shall appoint an independent energy auditor (the Independent Energy Auditor) selected following a transparent and competitive tender procedure launched by NMC. All the Independent Energy Auditor's expenses shall be borne by the NMC

The Recommendations suggested by energy auditor is binding on CONCESSIONAIRE to improve and Improvement cost shall be Bourne by CONCESSIONAIRE.

4.19. Reporting

During the Term, the CONCESSIONAIRE shall provide monthly reports to NMC about the following matters:

1. Update on the assets;
2. Operation and maintenance services;
3. Energy saving report;
4. Lamp failure report;
5. Panel Door Open Alert Report,
6. Monitoring and verification report.
7. The CONCESSIONAIRE shall also submit Annual Electrical Safety report

Section: V – Functional & Technical Specification

5. Functional & Technical Specification

The scope includes design, development, manufacturing, testing and supply of energy efficient luminaire complete with all accessories and CSLMS components. The Central Street Lighting Management System (CSLMS) remotely monitors and manages the street lights. It consists of Central Management Server, Feeder Panel Controllers (FPC), Street Light Controllers (SLC) and network Gateways. The CSLMS monitors and manages the street lights through FPC and SLC.

LED lamps with suitable current control driver circuit including mounting bracket for street light and high mast light. The luminaire shall be suitable for rugged service under the operational and environmental conditions encountered during service.

The detailed technical specifications for each component of the project i.e. LED Luminaire and CSLMS is provided in subsequent sections.

5.1. LED Luminaire Technical Specification

Sr. No.	Typical specifications of LED street lights		Supporting document
i.	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W		LED Technical Data sheet
ii.	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output		LM-80/IS16105,L70 & TM 21 Test Report test report including technical Data Sheet of LED Chip
iii.	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds		
iv.	LED chip efficacy shall be more than 135 Lumens/watt at Tj 25° C		LED Technical Data Sheet
v.	Junction Temperature (Tj) should be <105°C		Manufacturer self-certify
vi.	Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 – Ed. 1.0		Photo Biological Safety Report
vii.	Color temperature of the luminaire should be 5700K (±5%)(Super-white)		LM-79 report
viii.	Power factor	> 0.95	LM-79 report
ix.	System Efficacy (lumen/watt)	Shall be >100 lumen/watt	LM-79 report
x.	CRI of Luminaries	> 70	LM-79 report
xi.	Lumen depreciation for rated life <10%		LM 80 Report to be submitted and Manufacturer has to self-certify
xii.	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified		LM-79 report

Sr. No.	Typical specifications of LED street lights		Supporting document
	voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range		
xiii.	Operating voltage: 140 V to 270V universal electronic driver with surge protection Internal >= 4KV and External 10 KV (Applicability IS 15885, Driver Safety 16104-1/2)		NABL accredited lab report
xiv.	Overvoltage cutoff limit > 295 V		NABL accredited lab report
xv.	Total Harmonic Distortion: < 10% THD - Test Method IEC:610003-2		NABL accredited lab report
xvi.	LED Drive current	>=350 mA<1200 mA	LM-79 report
xvii.	LED driver efficiency	> 90%	LM-79 report
xviii.	Heat dissipation / heat sink: Well-designed thermal management system with defined heat sink		NABL accredited lab report
xix.	The luminaire housing shall be made up of corrosion free High Pressure Aluminum die cast thus conforming the luminaire to minimum IP-66 for all wattages and safety as per IEC 60598/IS 10322. (Only single housing Luminaire allowed).		NABL accredited lab report
xx.	The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Polycarbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers.		NABL accredited lab report
xxi.	The luminaire shall be built in such a way that it can withstand wind speed of 150 kmph. (Impact resistance>=IK05)		NABL accredited lab report
xxii.	Frequency	50Hz +/- 3%	
xxiii.	Operating temperature	Range: -20° C to +60° C	NABL accredited lab report
xxiv.	Protections	IP66 for all type of lamps to be installed Surge protection 4 kV, IEC61000-4-5	NABL accredited lab report
xxv.	Working humidity	10% to 90% RH	
xxvi.	Conformation standards of luminaire (Test reports of luminaire)	The luminaire should conform to IEC 60598/ IS:10322 The luminaire should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards and	From NABL Certified TPL Test report TEST REPORT as per

Sr. No.	Typical specifications of LED street lights		Supporting document
		following test reports should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test , Photometry Test (LM79 report), Vibration Test	IS:10322 part 5 Sec-3 /IEC:60598-2-3
xvii.	Finish	Aesthetically designed housing with corrosion resistant polyester powder coating	Self-Declaration
xviii.	Luminaire configuration / technical requirement	Side entry type. Shall consist of separate optical and control gear compartments. It should be easy replaceable in the field condition.	Self-Declaration
xxix.	Compliance	RoHS/CE/ERTL/ERDI	Confirmation
xxx.	Surge Protection	External Surge protection of minimum 4 kV/ 10 kV to be separately installed with the each Luminaire, if required.	As per IEC 61000-4-5
xxxi.	Dimming	For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Self-Declaration

NOTE:

1 *All Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaires.*

2 *NMC is free to draw samples after start of supplies from the supplied quantity and subject the same to test in a NABL Accredited Lab. NMC will bear the cost of testing of such sample. The decision of NMC on the same shall be binding on the Concessionaire. Failure of the sample will invite strict penalty and disqualify the Concessionaire from future tenders also.*

5.2. Feeder Panel Controller

The following functionalities shall be supported by Feeder Panel Controller (FPC).

1. The Feeder Panel Controller shall consist of a class-1 energy meter, feeder panel control unit and wireless communication unit.
2. The Feeder Panel Controller shall be capable of switching On/Off all the luminaires of a particular switching point based on the lighting schedule set by the Central Management Server (CSLMS).
3. It shall communicate to the CSLMS through the wireless communication unit over GSM/Wi-Fi/Ethernet.
4. Once the lighting schedule is set, it shall operate the luminaires according to that schedule till the lighting schedule is changed by the CSLMS.
5. It shall operate the luminaires according to the lighting schedule even if there is a communication fault between CSLMS and itself.
6. In the absence of any lighting schedule it shall operate (On/Off) the luminaires according to the time of the day.
7. It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.
8. If it is not able to communicate with the CSLMS, it shall store all the luminaires data internally and relay that data to CSLMS once the communication is established.
9. It shall be able to store luminaire logs / data for up to 7 days.
10. It shall have IP55 protection.
11. MSEDCL meter space in feeder panel controller.
12. Uniform Rating for all the panels.
13. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.
14. Group Control and group addressing via Feeder panel must be available. Individual addressing, group dimming is optional.

5.3. Street Light Controller

The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles.

1. It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.
2. It shall support PWM or 0-10v based dimming for dimming of the LED luminaires.
3. It shall be powered by 230 V AC available on Street Light poles.
4. Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.
5. It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule communicated to it by the CSLMS.
6. Once the lighting schedule is set, it shall operate the luminaire according to that schedule till the lighting schedule is changed by the CSLMS.
7. It shall operate the luminaire according to the lighting schedule even if there is a communication fault between CSLMS and itself.
8. In the absence of any lighting schedule it shall operate (On/Off) the luminaire according to the time of the day.
9. It shall communicate the real-time status (On/Off/Fault, fault type and voltage, current, wattage and Power Factor per phase) of the luminaire to CSLMS.
10. If it is not able to communicate with the CSLMS, it shall store all the luminaire data internally and relay that data to CSLMS once the communication is established.
11. It shall be able to store luminaire logs / data for up to 7 days.
12. It shall have IP65 protection.
13. Street Light Controller/ Feeder Controller shall detect and report the following faults to CSLMS

    a. Under/over voltage detection
    b. Main breaker error
    c. Contactor fault
    d. Circuit breaker off
    e. Circuit phase errors (fuse, breaker, etc.)
    f. Main power failure
    g. Leakage to ground
    h. Manual switch activated
    i. Phase current out of range
    j. Control cabinet door open
    k. Lamp failures

5.4. Gateway Device

The following functionalities shall be supported by Gateway device.

1. It shall facilitate the communication between the Central Management Server (CSLMS) and Street Light Controller (SLC).
2. It shall support GSM/Wi-Fi/Ethernet interface for uplink.
3. It shall support Wi-Fi/Zig bee/LoRA based Street Light Controllers.
4. One gateway shall be able to connect up to 50 Street Light controllers.
5. It shall have a storage capacity of storing the data of 100 luminaires for up to 7 days and should be able to transmit historical data stored in case of power failure.
6. It shall communicate with the CSLMS on real time basis.
7. It shall be powered by 230 AC available on the street light poles. Optionally Power over Ethernet also shall be supported.
8. It shall be weather proof with IP-56 casing with a lock and shall fit on the existing street light poles with a suitable clamps supplied by the vendor.
9. It shall have a battery power back up for up to 12 hrs.
10. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet for establishing connectivity between Street Lighting Gateway and CSLMS

5.5. Central Street Lighting Management System Functional Specifications

Software

1. The system shall provide web based central management software (CSLMS) to view, operate & manage the lighting system.
2. The CSLMS shall be hosted on a cloud server temporarily and later shall be migrated to Smart City Operations Centre (SCOC) once it is ready.
3. The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways
4. All software updates happen without the need for any human intervention except for scheduling the update operations.

Operations

1. Concessionaire need to provide minimum 1 managerial level staff at SCOC for handling day to day operation of CSLMS for 24*7.
2. It shall support multiple users with different privileges.
3. Only a user with admin privileges shall be able to create, modify or delete users.
4. The user privileges shall be view, operate and/or administer.
5. The user privileges shall be to a given set of street lights only
6. The street lights shall be divided into hierarchical groups called, zones, wards, locality, road, feeder units etc.
7. The street light groups shall be modifiable by the administrator only
8. Only a user with sufficient privileges shall control lights either at group or individual level.
9. All user log-in and log-off activity shall be logged.
10. All user activity that modifies any existing configuration of the CSLMS or gateways or light controllers shall be logged.
11. A logged in user shall be allowed to view, operate and manage the street lights & gateways for which he/she has privileges.
12. The CSLMS shall assign a unique id for each light fixture and gateway.
13. The CSLMS shall have the GPS location of light fixtures and gateways.
14. The light fixtures and gateways shall be shown on Google Maps.
15. The user shall be able to view the light fixtures on Google Maps either in groups or individually.
16. The user shall be able to set lighting on/off/dim policies for a group or individual lights.

17. Through the lighting policy the user shall be able to set the date & time when the light should be on and off.
18. Through the lighting policy the user shall be able to set the dimming level, its duration and the time of a day it should be active.
19. The policies shall be settable for any day within a year.
20. The user shall be able to create, modify, delete, enable and disable policies for a group of lights or individual lights easily.
21. There shall exist a default global policy that would be used by the street light controller in the absence of any specific light policy for it.
22. In case of any error during the setting of policies onto each street light, the CSLMS shall highlight the same and shall keep trying until cancelled by the user.
23. CSLMS shall control all the digital advertisement.
24. CSLMS should give advertisement status on each pole, obtained digitally or manually fed (in case of conventional boards).
25. CSLMS also need to notify for power outage and also calculate the percentage power outage per feeder panel.

Communication

1. The CSLMS shall communicate with registered Gateways only.
2. The CSLMS shall communicate with registered Feeder Panel Controllers only.
3. The gateways shall communicate with registered Street Light Controllers only.

Security

1. The communication between the CSLMS and other components in the system is secure so as to prevent eves dropping, device hijack and "man -in-the-middle" attacks.
2. Faulty gateways or light controllers can be replaced only after initiating that action through the CSLMS.

Notifications

1. It shall support the following types of notifications:
    a. email
    b. SMS
    c. mobile app alerts
2. A user shall be registered for notifications only for the street lights that he/she has privileges
3. The following events shall result in notifications
    a. Any fault detected by the system in the smart light fixture or controller or gateway.
    b. Any changes to the configuration of CSLMS, gateway or controllers

c. Any manual changes to the lighting schedule

d. Any manual control of the lighting

Reports & Analytics

1. It shall provide the following reports at either a group or individual street light level
    a. Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report.)
    b. Energy Consumption
    c. Power leakages
    d. Faulty Lights
    e. Fault rates
    f. Fault fixing
    g. High or Low voltage issues
    h. Pending user actions
    i. Pending policy
2. It shall provide the following analytics
    a. Fault trends
    b. Future energy needs
    c. Potential energy savings possible by changing lighting policies

Data Backup

1. All the configuration change activity logs shall be stored for the duration as set by the administrator.
2. All historical statistics shall be stored for the duration as set by the administrator.
3. It shall not let the administrator increase the duration if it detects that there would not be sufficient disk space to store the data for such long durations.
4. It shall automatically back up all the data as scheduled by the administrator

Mobile App

The system shall provide a mobile app with the following features

1. View, Operate & Manage the street lights
2. View and act on notifications

5.6. Environmental Sensors

NMSCDCL envisages installation of Environmental sensors on some of pole for monitoring various parameters that have environmental impact on the city such as temperature, humidity, rainfall and pollutants.

5.6.1. Overview

Environmental parameters, specifically air and noise pollution, are a major concern for the citizens and administrators of any city. As NMSCDCL aspires to be an environmentally sustainable smart city, integrated environmental monitoring stations comprising of various sensors shall be implemented in Nashik. The objectives of the system include:

- Integrated ambient air and noise pollution monitoring stations comprising of various environmental sensors for monitoring and trending of various ambient air and noise parameters;
- Tracking of environment with respect to these parameters and adjusting any framework for the city;
- Environmental sensors shall be integrated with SCOC for central monitoring and analysis;
- Environmental sensor parameters shall be available through City Connect portal and Mobile app and Applications for citizens as part of 'open data' initiative and to create citizen awareness.

5.6.2. Business Requirements

- Environment monitoring shall be done for tracking that the pollution and noise levels are within the acceptable limits.
- Display of parameters to citizens to create awareness and support 'open data' initiatives
- Establish frameworks for regulating these parameters in terms of any supporting initiatives for maintaining acceptable levels.
- CSLMS at SCOC, city connect application and website in an integrated manner.

5.6.3. Functional Requirements

- The following sensors are proposed:
  - Flood Sensor
  - Carbon Monoxide (CO) sensor
  - Ozone (O3) sensor
  - Nitrogen Dioxide (NO2) sensor
  - Sulphur Dioxide (SO2) sensor
  - Carbon Dioxide (CO2) sensor
  - Particulate/SPM Profile (PM10, PM2.5, and TSP) sensor
  - Temperature sensor

- Relative Humidity sensor
- Rainfall Sensor
- Noise Sensor

- SCOC shall have an integrated module which shall monitor overall environmental parameters from the sensors installed across the city.
- Environmental sensor shall be ruggedized enough to be deployed in open air areas such as streets and parks.
- Mounting arrangement of the environmental sensor need to be specified by the CONCESSIONAIRE.
- The software should display real time and historical data in chart and table views for dashboard.
- Software shall display trends of environmental parameters based on specific time periods (configurable).
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.

5.6.4. Technical Requirements

A. *Carbon Monoxide (CO) Sensor*

- CO sensor shall measure the carbon monoxide in ambient air.
- Range of CO sensor shall be between 0 to 1000 PPM.
- Resolution of CO sensor shall be 0.01 PPM or better.
- Lower detectable limit of CO sensor shall be 0.040 PPM or better.
- Precision of CO sensor shall be less than 3% of reading or better.
- Linearity of CO sensor shall be less than 1% of full scale or better.
- Response time of CO sensor shall be less than 60 seconds.
- Operating temperature of CO sensor shall be 0°C to 60°C.
- Operating pressure of CO sensor shall be ±10%.

B. *Ozone (O3) Sensor*

- O3 Sensor shall measure the ozone in ambient air.
- O3 Sensor shall have a range of at least 0-1000 PPB.
- Resolution of O3 sensor shall be 10 PPB or better
- Lower detectable limit of O3 sensor shall be 0.001 PPB or better.
- Precision of O3 sensor shall be less than 3% of reading or better.
- Linearity of O3 sensor shall be less than 1% of full scale.
- Response time of O3 sensor shall be less than 60 seconds.
- Operating temperature of O3 sensor shall be 0°C to 60°C.
- Operating pressure of O3 sensor shall be ±10%.

C. *Nitrogen Dioxide (NO2) Sensor*

- NO2 Sensor shall measure the Nitrogen Dioxide in ambient air.
- NO2 Sensor shall have a range of at least 0-10 PPM.
- Resolution of NO2 sensor shall be 0.001 PPM or better.

- Lower detectable limit of NO2 sensor shall be 0.001 PPM or better.
- Precision of NO2 sensor shall be less than 3% of reading or better.
- Linearity of NO2 sensor shall be less than 1% of full scale.
- Response time of NO2 sensor shall be less than 60 seconds.
- Operating temperature of NO2 sensor shall be 0°C to 60°C.
- Operating pressure of NO2 sensor shall be ±10%.

D. *Sulphur Dioxide (SO2) Sensor*

- SO2 Sensor shall measure the Sulphur dioxide in ambient air.
- SO2 Sensor shall have a range of at least 0-20 PPM.
- Resolution of SO2 sensor shall be 0.001 PPM or better.
- Lower detectable limit of SO2 sensor shall be 0.009 PPM or better.
- Precision of SO2 sensor shall be less than 3% of reading or better.
- Linearity of SO2 sensor shall be less than 1% of full scale.
- Response time of SO2 sensor shall be less than 60 seconds.
- Operating temperature of SO2 sensor shall be 0°C to 60°C.
- Operating pressure of SO2 sensor shall be ±10%.

E. *Carbon Dioxide (CO2) Sensor*

- CO2 Sensor shall measure the carbon dioxide in ambient air.
- CO2 Sensor shall have a range of at least 0-5000 PPM.
- Resolution of CO2 sensor shall be 1 PPM or better.
- Lower detectable limit of CO2 sensor shall be 10 PPM or better.
- Precision of CO2 sensor shall be less than 3% of reading or better.
- Linearity of CO2 sensor shall be less than 2% of full scale.
- Response time of CO2 sensor shall be less than 60 seconds.
- Operating temperature of CO2 sensor shall be 0°C to 60°C.
- Operating pressure of CO2 sensor shall be ±10%.

F. *Particulate Profile Sensor*

- Particulate profile sensor shall provide simultaneous and continuous measurement of PM10, PM2.5, SPM and TSP (measurement of nuisance dust) in ambient air.
- Range of PM2.5 shall be 0 to 230 micro gms / cu.m or better
- Range of PM10 shall be 0 to 450 micro gms / cu.m or better.
- Lower detectable limit of particulate profile sensor shall be less than or equal to 1 µg/m3.
- Accuracy of particulate profile sensor shall be <± (5 µg/m3 + 15% of reading).
- Flow rate shall be 1.0 LPM or better.
- Operating temperature of the sensor shall be 0°C to 60°C.
- Operating pressure of the sensor shall be ±10%.

G. *Temperature Sensor*

- Temperature sensor shall have the capability to display temperature in °Celsius.

- Temperature range shall be -10° to +60°C.
- Sensor accuracy shall be ±0.3°C (±0.5°F) or better.
- Update interval shall be 10 to 12 seconds.

H. *Relative Humidity Sensor*

- Range of relative humidity sensor shall be 1 to 100% RH.
- Resolution and units of relative humidity sensor shall be 1% or better.
- Accuracy of the sensor shall be ±2% or better.
- Update interval shall be less than 60 seconds.
- Drift shall be less than 0.25% per year.

I. *Rainfall Sensor*

- Rainfall sensor shall have the capability of displaying level of rainfall in inches and millimeter.
- Daily Rainfall range shall be 0 to 99.99" (0 to 999.8 mm).
- Monthly/yearly/total rainfall range shall be 0 to 199" (0 to 6553 mm).
- Accuracy for rain rates shall be up to 4"/hr (100 mm/hr) or ±4% of total.
- Update interval shall be less than 60 seconds.
- 0.02" or (0.5mm) of rainfall shall be considered as a storm event with 24 hours without further accumulation shall end the storm event.

J. *Noise Sensors*

- Noise sensor shall detect the intensity of the ambient sound in a particular area.
- Nosie Sensors shall be installed for the outdoor applications.
- Noise sensor shall be able to identify the areas of high sound intensity ranging from 30 dBA to 120 dBA.
- Noise sensor shall have resolution of 0.1 dBA.

K. *Air Quality Monitoring Software*

- Software shall display real-time and historical data in chart and table views.
- Software shall display trends of environmental parameters based on specified time periods.
- Software shall display and export sensor diagnostic information
- Administrator shall be able to manage access privileges for only authorized officials.
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.
- It shall be installed at the SCOC for the purposes of monitoring, display of information and control of the system.

5.6.5. General

- Except flood sensors, each environmental sensor shall be housed in modules and further integrated into one single enclosure to the extent possible.
- Data of all the environmental sensor shall be available on the same software interface.
- It shall be possible to remove or replace individual sensor modules without affecting the functioning of rest of the system.

5.6.6. Environmental Requirements

- Enclosure shall be rugged weather proof IP65 rated and shall house the power modules, thermal management system and user configured analyser modules as well.
- Environmental operating range shall be 0°C to +60°.

5.6.7. Electrical Requirements

- Power requirements of the system shall be 180-240 VAC, 50Hz.
- The CONCESSIONAIRE shall be responsible for any power conversions required for operations of this system.

5.6.8. Networking requirements

Environmental station shall support communications by Ethernet (RJ45)/Wi-Fi/GPRS/LORA/Zig bee/RF media etc.

5.7. Public Address System

NMSCDCL envisages installation of Public Addressing System at strategic locations to provide clear announcements during public-addressing or dissemination of information to public and provide one-way voice communication during an emergency or mishap. The location of PAS shall be on the key junctions (mostly on the poles) and other strategic locations with large foot fall. However, the identified locations may possibly change and hence need to be confirmed before implementation.

5.7.1. Functional Requirements

- The Public Address System (PAS) should be capable of addressing citizens at specific locations from the SCOC.
- The proposed system shall contain an IP-based announcing control connected to the SCOC.
- Public Address System shall be used at intersections, public places, market places or those critical locations as identified by NMSCDCL to make important announcements for the public.
- It shall be able to broadcast messages across all PA systems or specific announcement could be made to a particular location supporting single zone/multi zone operations.
- The system shall contain an IP-based amplifier and uses PoE power that could drive the speakers. The system shall also contain the control software that could be used to control /monitor all the components of the system that includes Controller, Calling Station and keypad, Amplifier (Mixing and Booster).
- The CONCESSIONAIRE shall describe in detail the design, operational and physical requirements of the proposed public announcement system to demonstrate compliance with all the specified requirements of RFP.
- PA system's master controller should have function keys for selecting the single location, group of locations or all locations, simple operation on broadcasting to any terminal or separated zones.
- PA system's master controller should facilitate multiple MIC inputs and audio inputs.
- Software based control should facilitate demarcation of broadcast as per zones/areas/systems

5.7.2. Technical Requirements

- 24V DC output shall be available to supply power to external relays
- The maximum/rated output power of the internal booster shall be 150 W / 300 W
- The frequency response shall be 60 Hz – 18 kHz (+1/-3 dB, @ -10 dB ref. rated output.
- The distortion shall not exceed 1% at the rated output, 1 kHz.
- The operating temperature range shall be -10°C to +55°C. The storage temperature range shall be -40°C to +70°C.

- The system shall comply to the following standards:
  - EVAC compliance acc. to IEC 60849
  - EMC emission acc. to EN 55103-1
  - EMC immunity acc. to EN 55103-2
  - Safety acc. to EN 60065

5.7.3. System Requirements

- The system shall be able to deliver 75 dB at the listening level
- The reinforced sound shall be distributed evenly throughout the listening area; the total variation in each area shall not exceed ±4 dB.
- An articulation loss of consonants of less than 15% shall be maintained.
- Each power amplifier with 30% spare capacity shall be provided to drive all loudspeakers during an emergency without overloading.
- All speaker lines shall be supervised for open circuit fault, short circuit fault, and short to ground fault. Upon detection, the status of the fault shall be indicated in the SCOC.

5.7.4. Power Amplifiers

Performance

- Frequency response 50 Hz – 20 kHz (+1/-3 dB, @ -10 dB ref. rated output)
- Distortion <1% @ rated output power, 1 kHz

Environmental conditions

- Operating temperature range -10 to +55 degree C
- Storage temperature range -40 to +70 degree C
- Relative humidity <95%

5.8. Emergency Call Box – Panic Button

The Emergency Call Box will enable instant direct connection to the required emergency agency – Police\Ambulance\Fire etc. – when required.
Below is a summary of Emergency Call Box points. Emergency call boxes placed in like crowded places like near to the college, bus stand shopping complex and religious places on the street lights. These boxes will be pole mounted with enclosures.

5.8.1. Solution Requirements

The primary goal of the Emergency Call box is to enable connectivity (audio / video) to emergency locations such as police, hospitals, fire department, etc.
Below are the functional requirements of this Emergency Call Box:

1 The emergency box (or panic button) will enable citizens to establish a two way audio (microphone and speaker) & camera (video camera and a video screen) communication link with Police (or / and with Authority's Disaster Management Cell or Command and Communications Center) through a press of a button.
2 Emergency/ Panic buttons to be strategically located, suitably sized and identified/clearly labeled for "Emergency".
3 The emergency feature must also be available within the mobile app which will enable the user to initiate a bidirectional audio call with Police /Command and Communications Center.
4 The unit shall preferably have a single button which when pressed, shall connect to Authority.
5 The box is expected to have Cast Iron or Steel Foundation sturdy body. IP-65 casing is expected for the housing.
6 The speaker and microphone is expected to be supported by VOIP Phone, Hands-free calling, Watertight and industrial grade equipment.
7 The CCTV Camera is expected to be IP based, Color camera with minimum D1 resolution, Day/Night mode operations.
8 CCTV camera needs to be fit at the ECB points to check the exact situation of the location at the time of Emergency call.

5.8.2. Technical Requirements

Sr. No.	Parameter	Minimum Specifications or better
1	Construction	Cast Iron/Steel Foundation, Sturdy Body for equipment
2	Call Button	Watertight Push Button Visual Feedback for button press
3	Speaker & Microphone	VOIP Phone, Hands-free calling, Watertight and industrial
4	Connectivity	3G/4G/Ethernet/Fibre as per solution offered
5	CCTV Camera	IP based, Color camera with minimum D1 resolution, Day/Night mode operations
6	Battery	Internal Battery with different charging options (Solar/Mains)
7	Power	Automatic on/off operation
8	Casing	IP-65 rated for housing
9	Operating Conditions	0° to 50°C
10	Certification	UL/CE/EN

Section: VI – Pre- Bid Meeting

6. Pre-Bid conference

1 Pre-Bid conference of the Concessionaires shall be convened at the designated date, time and place. A maximum of two representatives of each Concessionaire shall be allowed to participate on Production of authority letter from the Concessionaire. However, attendance is not mandatory.

2 The Concessionaires need to submit the pre-bid queries at least one working day before the scheduled Pre-bid meeting, in the following format as per the deadline mentioned in section 2.1 of the RFP.

3 Maximum two person are allowed from One Agency are allowed for Pre-bid Conference.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/ Change

Note: Queries without proper reasoning may not be entertained. Reasons like 'company policy' and 'industry standard' may not be considered as proper reasons.

4 During the course of Pre-Bid conference(s), The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process

Section: VII – Service Level Agreements

7. Service Level Agreement

7.1. Implementation SLAs:

These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for commissioning of the project (up to GO-LIVE). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows:

#	Duration	Penalty
1	Per Week	0.5% of the Performance Security (Maximum 10% of Performance Security permitted)

In case, the Concessionaire reaches maximum of penalty at any point of time, NMC reserves the right to invoke the termination clause.

It is clarified that in case of encashment of performance bank guarantee on account of penalty, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. B1-B2 Tender type Penalty clause will be applicable on the Concessionaire.

7.2. Post-Implementation SLAs:

1 These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.

2 Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from Corporation or through the Performance Bank Guarantee.

3 The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. NMC will have the authority to audit through tools for accuracy and reliability.

4 The upper limit of penalty would be capped at 1% of the Performance Security for each quarter. In case the calculated penalty crosses 10% penalty of the Performance Security. NMC reserves the right to invoke the termination clause.

#	Uptime SLA (Monthly)	Penalty Clause
1	Uptime >= 99.5%	No Deduction
2	Uptime < 99.5%	(99.5%- Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment.

Note:

1. For LED luminaries:
    a. Downtime means non-working/ non-availability of LED luminaries at all locations. Uptime shall be calculated as [1- (no. of LED luminaries hours not available)/ (Total no of LED luminaries* Half of the total hours in one quarter)]. For ex, if 600 nos. of LED luminaries are deployed at various locations, and 20 LED luminaries do not work for 4 hours, the total non-working LED luminaries hours will be 20 and the uptime would be {1-(20*4/(600*90*12)}, 600 being the number of LED luminaries, for 90 days on 12 hours basis. This down time will be used for penalty calculations on quarterly basis. Actual downtime shall be obtained through CSLMS in minutes.
    b. Downtime for single LED luminary at any location should not be greater than 72 hours. For every day beyond this, penalty of Rs.200/- per LED luminary per location would be applicable in addition to penalty specified as per downtime SLA as mentioned above.
2. For Smart Street Lights and other systems:
    a. All devices have to be working and deliver the desired results. The no. of hours that the particular device/ equipment does not work will be treated as down time. Uptime shall be calculated as [1- (no. of hours the unit was not working) / (Total no of units available * Total hours in one quarter)]. For example, if 10 nos. of Smart LED are deployed at various locations, and 2 device/ units does not work for 5 Hrs., the total non-working device hours will be 10 unit hours, and the uptime would be {1-10/(10*90*11)}, 10 being the number of units, for 90 days on 11 hours basis. This down time will be used for penalty calculations on quarterly basis. The penalties would be levied for every unit down time hour– be it for non-availability of network, theft, damage etc.
3. Other Penalties
    a. It is expected that the Concessionaire should comply with all the Policy /Procedural / Regulatory Guidelines enforced by Government of India, Government of Maharashtra, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):
        i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of NMC.
        ii. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.
        iii. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.
        iv. For any of the breach for above-mentioned category, a penalty would be levied on the Concessionaire for every instance of occurrence if not responded as per the timelines mentioned in the table below:

Sr. No.	Type of Breach	Measurement (Unit)	Response Time (in unit)	Penalty on response w.r.t. delay /Unit
1	Information Security	Hours	1	0.2% of the Quarterly payment
2	Network & System Security	Hours	1	0.2% of the Quarterly payment
3	Guidelines	Days	7	0.2% of the Quarterly payment

b. The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire has to respond within one (1) hour of the event occurrence. If the Concessionaire responds in 02 hours 15 minutes, a penalty on pro-rata basis equivalent to (0.2% of first hour + 0.2% of Second Hour + 0.05% for 15 minutes) =0.45% would be imposed on the Concessionaire .

c. In case of more than three (3) instances of breach within a single calendar year, NMC reserves the right to invoke the termination clause along with legal action for serious offence as decided by NMC.

d. Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

Performance Parameter	Particulars	Penalty for non-achievement
Complaint Resolution	The complaint needs to be solved within 48 hours of lodging of complaint	Rs.100/lamp/day
Addressing phase failure issue	The phase failure should be resolved within same day	Rs.500/phase/day Rs.500/visit if Authority staff is engaged for resolving phase issue

Performance Parameter	Particulars	Penalty for non-achievement
Hours of operation of street lights	As per normal operating hours	Increased bill amount +100% as a penalty on this increased bill if average hours of operation per annum is more than 11 hours/day without approval of Authority.
Guaranteed savings	Concessionaire has to maintain the minimum guaranteed savings	Rs. 50,000 per month for every 1% reduction in minimum guaranteed energy saving.

4. Penalty for dimming below allowable limit (maximum Dimming allowed as per guidelines of NLC / Indian South Asian Society of Lighting Engineers)

In case the Concessionaire is found to be making dimming above as per NLC guidelines for the fixtures. For per fixture where dimming will be above as per NLC guidelines Concessionaire will be penalized Rs.100/- per fixtures.

5. Penalty for non-compliance with electrical safety related matters

In case the Concessionaire is found to be negligent in matters pertaining to electrical safety as per the requirement specified in Clause 4.10 of RFP, it shall be penalized by Authority to the extent of five times the value of actual damage caused to the street lighting infrastructure/other assets which will be ascertained by proper investigation to be undertaken by Authority.

In case the Concessionaire does not undertake electrical safety audit as per the requirement specified in Clause 4.10 of RFP, the Concessionaire shall be penalized by Authority to the extent of three times the cost of undertaking electrical safety audit as determined by Authority.

6. Penalties assessment

The Concessionaire will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS panel, hours of operation, details of events like phase failure, non-operational light points, etc. to Authority

Office of Authority or the third party consultant hired by Authority will conduct reconciliation of CSLMS report and DISCOM bills semi-annually and any discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

Section: VIII – Annexures

8. Annexures

8.1. Annexure I: Templates

1. The Concessionaire is expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.
2. Envelope A shall comprise following forms:
    a. Form 1: Technical Proposal Covering Letter
    b. Form 2: Details of Concessionaire
    c. Form 3: Power of Attorney
    d. Form 6: Declaration for opening of office in Nashik
    e. Form 7: Declaration that the Concessionaire has not been blacklisted
    f. Form 8: Technical Capacity of the Concessionaire
    g. Form 9: Financial Capacity of the Concessionaire
    h. Form 10: Joint Bidding Agreement
    i. Envelope B: Annexure II: Compliance Forms
    j. Form 4: Curriculum Vitae of Key Personnel
    k. Form 5: Proposed Implementation Work plan
3. Envelope C: Annexure III: Financial Proposal Templates
4. Annexure IV: Draft Agreement
5. Annexure V: Format for Report
6. Annexure VI: Format of Bank Guarantee for Performance Security
7. Annexure VII: DRAFT ESCROW AGREEMENT
8. Annexure VIII: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue

8.1.1. Form 1: Technical Proposal Covering Letter

Place:

Date:

To,
Commissioner
Rajiv Gandhi Bhavan,
Nashik Municipal Corporation,
Sharanpur Road,
Nashik-422001

Ref:
RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Technical Proposal covering Letter

Dear Sir,
We, the undersigned, offer to provide the services for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis in accordance with your Request for Proposal dated [Insert Date]. Our attached Technical Proposal is based on our full understanding of scope of work, requirements, terms and conditions and we unequivocally accept the same and shall be binding as mentioned in the RFP.

We agree to undertake the project for a period of 7 Years 9 months including implementation phase of 9 months and 7 Years of O&M in accordance with the terms of the Bidding Document.

Yours sincerely,

Signature:

Name:
Designation:
Address:
Date:
Company Seal:

8.1.2. Form 2: Details of Concessionaire (in case of consortium all member details need to be upload)

Concessionaire's Details

	Details
Concessionaire Name:	
state of incorporation:	
Address of the corporate headquarters and its branch office(s), if any, in India:	
Date of incorporation and/ or commencement of business:	
Corporate Identity Number:	

Brief description of the Concessionaire including details of its main lines of business and proposed role and responsibilities in this Project(s):

Details of individual(s) who will serve as the point of contact/ communication:

	Details
Name	
Designation	
Company	
Address	
Telephone Number	
E-Mail Address:	
Fax Number:	

Particulars of the Authorized Signatory of the Concessionaire:

	Details
Name	
Designation	
Address	
Telephone Number	
E-Mail Address:	
Fax Number:	

In case of a Consortium

The information above (1-4) should be provided for all the Members of the Consortium. Joint Bidding Agreement, should be attached to the Proposal.

Information regarding role of each Consortium Member should be provided as per table below:

Sr. No.	Name of Consortium Member	Role of Consortium Member

8.1.3. Form 3: Power of Attorney

8.1.3.1. Form 3A: Power of Attorney for signing of bid

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, we ..... (Name and address of the registered office of the Concessionaire as applicable) do hereby constitute, appoint and authorize Mr. /Ms. ..... (name & residential address) who is presently employed with us and holding the position of..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the RFP .....dated ..... issued by Nashik Municipal Corporation (NMC), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which NMC may require us to submit.

The aforesaid Attorney is further authorized for making representations to NMC and providing information/ responses to NMC representing us in all matters before NMC and generally dealing with NMC in all matters in connection with Bid till the completion of the Bidding Process.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the TD.

Signed by the within named

..... **(Insert the name of the executants company)**

Through the hand of

Mr. / Ms. .....

Duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executants)

(Name, designation and address of the executants)

.....

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

Name.....

Designation .....

.....

(Signature)

Name.....

Designation .....

Notes:

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants(s) in this regard.
- Also, wherever required, the executants(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants(s).

8.1.3.2. Form 3B: Power of Attorney for Lead Member by other members of the Consortium

(On Non- Judicial Stamp paper of appropriate value to be purchased in the name of Consortium)

Know All Men By These Presents That We, the Members whose details are given hereunder..... have formed a Consortium and having our Registered Office(s)/ Head Office(s) at ..... (Hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Lead Concessionaire") to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in Bid for _____, as per the scope of work stipulated therein for which Bids have been invited by the Nashik Municipal Corporation (NMC), to undertake the following acts:

(i) To submit Bid, participate and correspond in respect of the aforesaid Bid on behalf of the "Consortium".

(ii)To negotiate with NMC the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the contract with the NMC ("Contract") for and on behalf of the "CONSORTIUM".

(iii) To do any other act or submit any document related to the above.

(iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

(v)To submit the performance security or additional performance security in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Concessionaire shall ensure performance of the Contract and if either of the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this power of attorney shall remain valid, binding and irrevocable till completion of the Contract period i.e., _____ from the date of execution of the Contract.

The consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Concessionaire quotes in the Bid, negotiates and signs the Contract with the NMC and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium members as if done by itself.

In Witness Thereof, the members constituting the Consortium as aforesaid have executed these present on this ..... day of .....two thousand eighteen.

For and on behalf of the member of the Consortium
1.....

2.....

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this power of attorney for the delegation of power hereunder on behalf of the executant(s).

8.1.5. Form 5: Proposed Implementation Work plan

Sr. No.	Activity	Months*													
		1	2	3	4	5	6	7	8	9					
1															
2															
3															
4															
5															
6															
7															
8															
9															
.															
.															
.															
.															
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.															
.															
.															

Indicate all main activities and drill down to sub-activities of the assignment, including delivery of reports and other benchmarks.

* -- Duration of activities shall be indicated in the form of a bar chart.

8.1.6. Form 6: Declaration for setting-up of office in Nashik, Maharashtra

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Undertaking for setting up of an Office in Nashik/Maharashtra

Dear Sir,

We here by undertake that:
We shall set-up office in Nashik within 1(one) month in case we are declared successful in the bidding Process.
We have carefully read and understood the entire Bidding document. We do agree to all the terms and conditions mentioned in the Bidding Document.

Yours faithfully,

Signature:

Name:

Designation:

Address:

Date:

Company Seal

8.1.7. Form 7: Format for Declaration by the Concessionaire for not being blacklisted/Debarred/terminated

(In case of Consortium, to be provided by all the members of the Consortium)

(On the non-judicial stamp paper of appropriate value)

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

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

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed/ terminated by any Central/State Government/ PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on date of submission of the Bid.

In the event of any deviation from the factual information/ declaration, NMC reserves the right to reject the Bid or terminate the Contract without any compensation.

Thanking you.

Yours faithfully,

_____ _____

Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone &Fax:
E-mail id:

8.1.8. Form 8: Technical Capacity of the Concessionaire

#	Particulars	Details of the project
1	Name of the project	
2	Name of the project Corporation	
3	Entity claiming for the Technical Capacity – Concessionaire/ Associate	
4	If in case of Associate, then the relationship with the Concessionaire and details (Attach extra sheets, if necessary)	
5	Client name	
6	Period of the project construction and commencement	Construction period – from dd/mm/yyyy to dd/mm/yyyy Project commencement date – dd/mm/yyyy
7	Location	/
8	Project cost (Rs. crore)	
9	Project scope Role played by the Concessionaire / Associate	
10	Equity holding of the Concessionaire/ Associate in the project executing company/ consortium	
11	Certificate provided by the Concessionaire/ Associate	

Instructions:

1 The Concessionaire is expected to provide information in a format provided above for a project, matching Qualification criteria as stipulated in Clause 2.4, of this RFP Document.

2 Certificates from the Concessionaire's statutory auditor or the client concerned must be furnished for the project. In jurisdictions, that do not have the statutory auditors, the auditors who audit the annual accounts of the Concessionaire should provide the requisite certification.
It may be noted that, in case of an absence of the proper certificate, as mentioned hereinabove, the information would be considered an inadequate and would lead to the exclusion of the project, in determining the Technical Capacity of the Concessionaire.

8.1.9. Form 9: Financial Capacity of the Concessionaire

(on CA letterhead)

Average Annual Turnover

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

Sr. No.	FY	Turnover **in INR Lakhs**
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Turnover	INR _____ Lakhs

Average Net worth

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

Sr. No.	FY	Net worth **in INR Lakhs**
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Net worth	INR _____ Lakhs

(Signature of Authorized Person with Seal)
(With Member ship Number)
Date:

Signature of Chartered Accountant
Date:

8.1.10. Form 10: Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20... (The Jt. Bidding Agreement)

AMONGST

1. ,..... Limited, a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the First Part which expression shall, unless repugnant to the context include its successors and permitted assigns);

And

2. ..... Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the Second Part which expression shall, unless repugnant to the context include its successors and permitted assigns)

   The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the Parties and each is individually referred to as a Party.

WHEREAS,

A. The Nashik Municipal Corporation hereinafter referred to as NMC has invited Bids by its Request for Proposal Tender No. ..... dated ..... (the RFP) for Appointment of the Concessionaire for Implementation of NMC Street Light Project on DBFOMMT basis (the Project);
B. The Parties are interested in jointly bidding for the Project as Consortium Members (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**
   In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. **Consortium**
   The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in the Bidding Process for the Project.
   The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

3. **Covenants**
   The Parties hereby undertake that in the event the Consortium is declared the Preferred Concessionaire and awarded the Project, for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. **Role of the Parties**
   The Parties hereby undertake to perform the roles and responsibilities as described below:
   a. Party of the First Part shall be the Lead Consortium Member of the Consortium and shall have the power of attorney from Second Part for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Effective Date under the Concession Agreement when all the obligations shall become effective;
   b. {Party of the Second Part shall be _____.}

5. **Joint and Several Liability** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire's obligations under the Concession Agreement.

6. **Representation of the Parties**
   Each Party represents to the other Parties as of the date of this Agreement that:
   a. such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and NMC to enter into this Agreement;
   b. the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Joint Bidding Agreement for the delegation of power and NMC to execute this Joint Bidding Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
      i. require any consent or approval not already obtained;
      ii. violate any applicable law presently in effect and having applicability to it;
      iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
      iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
      v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Selected Concessionaire, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

8. **Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD CONSORTIUM MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.
2.

Notes:

1. *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and NMC to execute this Agreement on behalf of the Consortium Member.*

8.2. Annexure II: Compliance Forms

Sr. No.	CSLMS Validation for 3-phase and single phase	Available	
		Yes	No
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).		
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons		
	a. Display live status of the switching points		
	b. Live readings of energy consumption details (meter packets) with current time stamps.		
	c. Configure or reset the timings etc.		
	d. Page/screen with GIS mapping		
	e. Page/screen with power failure information		
	f. Page/screen with lamp failure details		
	g. Page/screen for reports		
3	Operation Features		
	a. GPRS /GSM		
4	Timer Operation — Refer Test Methodology		
	a. On/off operation of switching point		
	b. Time setting operation — Set the RTC		
	c. Scheduling the ON and OFF timings		
	d. Check the real time or present status of the switching point.		
	e. Reset the unit — Time		
	f. Auto Recovery after power failure		
5	Meter Operations		
	a. Meter readings are reflected in the server		
	b. Periodicity of Meter Packet should be configurable from server		
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power		
6	Reports Downloading		
	a. Energy saving report - yearly, monthly, weekly or daily basis		
	b. Error reports — No of lights off and Panel Door Opened with Timing etc.		
	c. Power failure report etc.		
7	Time Sync/Auto synchronization in case of time skip		
8	Fault Detections in terms of failures for the followings with inclusive SMS alerts		
	a. Number of lights in glowing and non- glowing		
	b. High/low voltage		
	c. Overload on the phases		
	d. Theft alerts		
	e. Group failure of lights		
	f. No output supply		
	g. Power Failure		
9	CSLMS System Battery		

	a. Battery performance in case of Power Failure		
	b. Batter backup or UPS backup of 12 hrs. (Minimum)		
	CSLMS System Hardware:		
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement		
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)		
	c. Proper Earthing System		
	d. IP 55 or 65 for complete CSLMS system		
	e. Single Phase system - 5kVA		
	f. Three Phase system — 10kVA		
	g. Emergency on/off switch		

Sr. No.	Specification	Compliance (Yes/No)
1	Ability to control group based light on commands and policies	
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	
7	The smart street lighting system should be able to operate at any weather Conditions	
8	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.	
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as	

Sr. No.	Specification	Compliance (Yes/No)
	per the command received from the Lighting Operations Management software	
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	
14	The city administration should be able to operate the Smart Lighting System manually too.	
15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	
16	The smart lighting system is preferably a combination of LED lights and sensors	
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	
18	The controller should be able to operate autonomously as per the defined schedules and light level sensors	
19	Should enable Over the Air (OTA) firmware update	
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	
21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	
22	At any time, these policies can be overridden by human intervention with the system	
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	

Sr. No.	Specification	Compliance (Yes/No)
25	The sensor firmware should be upgradable from the central location.	
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	

8.3. Annexure III: Financial Proposal Template

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Subject: Financial Proposal

Dear Sir,

We hereby offer to Implementation, Operation and Maintenance of Smart LED Street Lights in Nashik at locations mentioned in this RFP for 7 Years 9 months of period mentioned in the RFP, as per terms and conditions as described in this RFP.

Table- 1

S no.	Particulars	Bid Quote
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of 60% (In percentage)*	A
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	B
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**A*B*Unit Rate*Baseline Consumption**
	Note	
	Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving.	

Details of Energy saving from individual pillar will be amicably decided as follows.

1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.

2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage.

3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)

4) The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.

5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"

Buyback Offer for existing Sodium Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B
1	70 w	28056		
2	150 w	28731		
3	250 w	8841		
4	400 w	1817		
5	T5 96W	8010		
			Total	

Buyback Offer for existing LED Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B

1	45 w	9481		
2	60 w	3522		
3	90 w	2976		
4	120 w	580		
			Total	

***Note**: Buy back offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the buy-back amount.*

Capex Cost of Smart LED Light Fixtures and Annual O&M cost per fixture with warranty period.

Sr. No.	Type of Smart LED Light Fixtures	Cost per fixture (In Rs.) (inclusive of all taxes)	Annual Operation and maintenance Cost (in Rs.) (inclusive of all taxes)	Warranty Period per fixture
1	45 w ±_5%			
2	60 w ±_5%			
3	90 w ±_5%			
4	120 w ±_5%			
5	210 w ±_5%			

***Note**: Capex and O&M per fixture offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the Capex and O&M per fixture amount. This offer will be for installation smart LED after the implementation of 92014 Fixtures, if NMC required more Smart LED for installation.*

Yours faithfully,

Authorized Signatory

Name & Designation :

Date :

Seal :

Business Address:

8.4. Annexure IV: Draft Agreement

This energy savings performance contract (hereinafter called the Concession Agreement) is made on the ____ day of _____, 20__ at _____by and amongst:

1 Nashik Municipal Corporation, having its headquarters at _____ through its _____, hereinafter referred to as **NMC;**

And

2 _____, a company registered under Companies act 1956/2013, having its registered office at _____, herein after referred to as the **Concessionaire**

NMC, NMC and the Concessionaire are hereinafter referred to individually as a Party and collectively as the Parties.

WHEREAS:

a. Nashik Municipal Corporation (NMC) operates the street lighting infrastructure in the city of Nashik and wishes to enter into a Concession Agreement with the Concessionaire. The Concessionaire will undertake the work of replacement of existing street lights in the Pan City area of Nashik City, with energy efficient smart LED street lights, installation of control systems along with operation & maintenance for a Concession Agreement period of 7 Years 9 months (the Project) including installation period of 9 months (extendable by 3 months with prescribed penalty clause) and remaining for O&M and energy savings payment from the Effective Date.
b. The Project area comprises of total of 92014 luminaires in place being operated by 1574 switching points/ feeder panels.
c. The Concessionaire submitted a bid in response to the request for proposal issued by NMC. The concessionaire has also given Live Demonstration of LED lamps & proposed CSLMS system which has met the technical specifications.
d. NMC has invited the Concessionaire to enter into this Concession Agreement.
e. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement.
f.
    a. Conditions of Contract
    b. Scope of Services
    c. Technical Specifications of the Project
    d. Baseline energy consumption
    e. Format for weekly reporting of fixture replacement
    f. Service Level Agreement
    g. Letter of Award and
    h. Results of Live Demonstration

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Concession Agreement to be executed on INR ____ stamp paper by their duly authorized representatives on ____ day of _____, 20__.

For and on behalf of the Nashik Municipal Corporation	
Name: _____ Designation: Commissioner	
In the presence of	
Witness Sign: Name: Address:	

For and on behalf of the Concessionaire	
Name: _____ Designation: _____	
In the presence of	
Witness Sign: Name: Address:	

NOW THEREFORE, the Parties agree as follows:

1. Definitions and interpretations

In this Concession Agreement (including the recitals and schedules), the following words and expressions have the following meanings:

Authority - Municipal Commissioner, acting on behalf of Nashik Municipal Corporation (NMC)

Commissioning Certificate will be issued by NMC against the installation, verification and testing of all the proposed street light technologies and infrastructure along with CSLMS panels.

Consent - means any permit, approval, authorization, agreement, no objection certificate, waiver or license which is required to be obtained by the Concessionaire in order to perform the Services.

Concession Agreement – this energy saving performance contract entered into between NMC and the Concessionaire on the date hereof, including the recitals and schedules, as may be amended from time to time by the Parties.

Concession Agreement Officer – An officer who has been dully authorized on behalf of NMC

Concessionaire –The Selected Concessionaire who is responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project.

Concessionaire Representative - the person appointed by the Concessionaire to represent the Concessionaire and communicate with **Nodal Officer.**

Corrupt Act – the act of promising, giving, receiving, or agreeing to receive money or some other item of value with a corrupt aim, or perceived aim, of influencing a public official in the discharge of his official duties; and acts giving rise to criminal liability under Indian Laws

Day- Day means a calendar day

Delay Liquidated Damages - means an amount per week of delay calculated in accordance with Section VII of the RFP in the event the Services are not completed in accordance with the Timeline.

Effective Date – the date on which this Concession Agreement and all of its schedules are signed by the duly empowered representatives of all the Parties.

Energy Baseline - has the meaning given in clause 4.9 of RFP.

Energy Conservation Measures (ECSLMS) – the installation of new equipment, modification or alteration of the Existing Lighting Infrastructure by the Concessionaire at the Concessionaire's cost, in the city of Nashik, or revised operation and maintenance procedures to reduce energy and maintenance costs by improving efficiency of use.

Energy Savings - Energy savings is a reduction of energy consumption or electrical demand resulting from the Concessionaire's ECSLMS taking into considerations quality of power supply.

Engineer In charge – Nominated authorized person of NMC.

Existing Lighting Infrastructure - all NMC owned street lighting equipment and apparatuses, including, but not limited to, poles, cables, wires, lighting fixtures, fittings, ballasts, lamps, tubes, switching devices and timers within the Project Area.

Force Majeure Event - has the meaning given in clause 29 of this agreement.

Laws – all current or future applicable Indian laws, administrative regulations, local regulations, regulations on the exercise of autonomy, special regulations, rules, judicial interpretations and other regulatory documents with legal binding force or any compulsory requirement.

Lender – any agency/ person providing financing to the Concessionaire in relation to this Project.

Nodal Officer: Authorized representative representing the Office of Authority.

Operation and Maintenance (O&M) – all the activities required for operation and maintenance of the street lighting fixtures handed over to the Concessionaire within the Project Area including, but not limited to, those required for meeting the lighting standards specified in this Concession Agreement.

Performance security – has described in Clause 31 of this agreement.

Project – has the described given in the Recitals.

Project Area – has the described given in the Recitals.

Services – the services to be performed by the Concessionaire pursuant to this Concession Agreement and described in Section IV of the RFP.

Term – the period starting on the Commencement Date and ending on the eighth (8th) anniversary of the Commencement Date, as may be extended in accordance with section 4 of RFP, or on the Termination Date, whichever is earlier?

Year- means the financial year beginning on the 1st day of April and ending on the 31st day of following March.

2. Interpretations

In this Concession Agreement, unless the context otherwise requires,

a) the words "include" and "including" are to be construed without limitation;

b) Energy Efficiency and EE will be used interchangeably in the document hereafter.

c) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

d) the Schedules to this Concession Agreement form an integral part of this Concession Agreement as though they were expressly set out in the body of this Concession Agreement;

e) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as executed, amended, varied, supplemented, modified or suspended at the time of such reference;

f) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Concession Agreement from or by any Party shall be valid and effectual only if it is in writing under the

hands of duly authorized representative of such Party in this behalf and not otherwise;

g) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

h) "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

i) The documents forming part of this Concession Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Concession Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order set out hereunder:
   - this Concession Agreement
   - all other documents forming part of this Concession Agreement

j) The tables of contents and any headings or sub-headings in this Concession Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Concession Agreement.

3. Concession Agreement Documents

This Concession Agreement is the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the Parties.

4. Term and commencement

4.1. Effective Date and Term

This Concession Agreement comes into effect on the Effective Date and expires on the eight (8th) anniversary of the Effective Date (the "Term"), unless terminated earlier pursuant to Clause 34 of this agreement or extended in accordance with clause 4.3 of this agreement.

4.2. Conditions Precedent

The Parties shall ensure that the following conditions are met as soon as possible following the Effective Date:

a. The Concessionaire has paid a fee in Indian Rupees equivalent to INR ..... (Rupees ..... Only) as an earnest money deposit (submitted at the time of RFP stage). The same shall be returned to Authority within 15 (fifteen) days of receipt of performance Security (of _____ %of the Contract Amount) from the Concessionaire.
b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)
c. NMC shall provide the Concessionaire with an authorization letter granting the Concessionaire the access to the Existing Lighting Facilities/infrastructure.

4.3. Extension of Term

NMC on receiving request from the Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement. The Concession Agreement Period would be 7 Years 9 months including implementation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment. After the end date of Concession Agreement, the Concessionaire will not be eligible for any payment except the pending payment of contract duration.

5. Services

5.1. Scope of Services

Without prejudice to any other provision of this Concession Agreement, the Concessionaire shall carry out the Services set out in Section 4 of RFP within the Project Area and undertake the other obligations to be performed by the Concessionaire as further described in this Concession Agreement from the Commencement Date and until the end of the Term.

5.2. Extension of the Scope of Services

In view of the continuous development of the city, the Concessionaire may be asked to install additional street lights and CSLMS panels and connect the same to overall CSLMS system. In case of such additions after commissioning of the project, Concessionaire need to provide fixture capex and cost for O&M per year wattage wise as per asked in the financial format.

Undertakings

The Concessionaire undertakes the following:

a) The provision of the Services shall not contravene any Law of the Country and shall comply with all Laws;

b) The Concessionaire shall perform and complete the Services in a professional, timely, safe and environmentally responsible manner and comply with the safety, health and security regulations in force in India and the State of Maharashtra;

c) The Concessionaire shall use appropriate, advanced and proven technology, software and information systems; and

d) The Concessionaire shall carry out its obligations under this Concession Agreement in a manner which is consistent with Indian standards, international best practices, methods, techniques, skills, diligence and prudence which are generally expected from a Concessionaire with similar obligations.

e)

6. NMC's Responsibilities

6.1. Access

NMC shall be responsible for providing the Concessionaire with, free of charge, on and from the Effective Date, access to all the information and data with regards to, the Existing Lighting Infrastructure and all land in the Project Area whose access is required for the performance of Services and in respect of which NMC has control. Access to the Existing Lighting Infrastructure and the land within the Project Area shall confer on the Concessionaire a right to only use the Existing Lighting Infrastructure and the land necessary to enable the Concessionaire to carry out the Services.

The Concessionaire will be provided with a small place in each zone with basic infrastructure where the Concessionaire will make available a person with amenities like computer, printer, phone, complaint register, etc. during working shift timings to register complaints regarding street lighting. These complaint handling centers will be connected to NMC's existing Complaint Management System and such centers should become fully operational within 30 days of allocation of such space by Authority.

If NMC removes any particular pole or fixture after commissioning, the Concessionaire shall be entitled for the Energy Savings Fee that would have arisen out of the energy savings pertaining for such fixture for the remaining life of the Project. If access to any particular pole or fixture is not provided by NMC to the Concessionaire during O&M phase; the Concessionaire shall be entitled to the Energy Savings Fee for the fixtures that would have arisen out of the energy savings pertaining to such fixtures for the amount of time when access was not provided.

6.2. Assistance to Concessionaire

If requested by the Concessionaire, NMC shall facilitate the Concessionaire in a timely and expeditious manner with the following:

a. Obtaining all the consents necessary for the Services (excluding the qualifications that the Concessionaire should already possess) such as construction permits, permits for temporary suspension of water, power or traffic, etc.
b. Protecting underground pipelines, buildings and structures (including historic relics) and trees located on or close to the Project Area
c. Consulting with the Concessionaire if any construction or installation project implemented by NMC or other local public entity in the city of Nashik may have direct or indirect impact on the Concessionaire
d. Obtaining MSEDCL's full cooperation during the Term of the Concession Agreement.

However, the Concessionaire has to arrange all the machineries and equipment required for the implementation of the project at its own expense. Also the Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.3 Lux level measurements

At random during project operation, NMC official shall ask Concessionaire to demonstrate the lux level of operating LED fixture to check compliance with the data recorded during live demonstration. Under such case, Concessionaire will have to install the LED fixture at the site of live demonstration and verify the lux level. If, during such test it is found that lux level has fallen below the minimum required average lux level and uniformity ratio, Concessionaire at its own cost will have to replace all the LED fixtures with similar wattage as per the direction of Engineer In charge. Also, the average lux level and uniformity ratio measured, for the existing street light fixture, during the live demonstration will be binding throughout the project term.

6.4 Operation and maintenance

NMC shall be responsible for the O&M of all the identified switching points and street lighting fixtures until the same are handed over to the Concessionaire.

The Concessionaire's Responsibilities

7.1. Energy Baseline Determination

NMC has provided a snapshot of energy consumption baseline conditions of street lighting under its jurisdiction in clause 4.9 of the RFP. Assuming 100% of the street lights are in operation and the average operating hours of the street lights is 11 hours/ day.

The baseline defined in clause 4.9 of the RFP is for existing condition of street lighting system in Nashik. However, actual baseline during the installation period (i.e. from the start of project to complete installation) may vary by ± 15% in terms of number of light points as well as electricity consumption. The Concessionaire may be asked by NMC to install/ uninstall light points during the time of implementation and subsequently, the baseline will be modified on the completion of installation of LED lights. This modified baseline will be considered for assessment of energy savings throughout the concession period for verifying the actual saving.

The Concessionaire, immediately from the Commencement Date, shall undertake field survey of street lighting systems to identify the fixtures for replacement. The Concessionaire has to perform this task in parallel to other activities and no additional time will be provided for this activity.

7.2. Services

The Concessionaire shall execute the services to be provided in accordance with scope of work.

7.3. Timeline for implementation of the project

The Services to be performed by the Concessionaire has been classified into two tasks. The Concessionaire has to adhere to the stipulated timelines as mentioned hereunder:

Task 1: Replacement of existing luminaires (within municipal boundary of Nashik Municipal Corporation) with LED luminaires (including LED lamp, driver and Luminaire) and installation of (CSLMS) – This activity shall be completed within 9(nine) months from the date of signing of this Concession Agreement.

Task 2: Undertake comprehensive operation and maintenance of street lighting network – This activity shall commence from the date of issue of satisfactory Installation, Testing and Commissioning certificate of all LED Street lights from Engineer-in-charge (i.e. only after complete installation in any particular zone) and shall continue for 10(ten) consecutive years from the effective date of signing of this agreement.

7.4. Extension of Implementation Timeline

Notwithstanding the clause 4.3, if the Concessionaire does not have access to part or the whole of the Existing Lighting Infrastructure for any reason, including, but not limited, to a Force Majeure Event (as defined in clause 29 of this agreement) for any period of time during the Term, then the Concessionaire shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for such period of time when the Concessionaire does not have access to all the Existing Lighting Infrastructure in the Project Area. Also, the timeline shall be extended for an equal period of time during which the Concessionaire didn't have access to all the existing Lighting Infrastructure.

7.5 Safety: Concessionaire has to take adequate major for electrical safety of the systems.

Once the street light to system is handed over to Concessionaire, up to the end of the Concession period, Concessionaire will be solely responsible for any type of electrical accident (Fatal/non-fatal) and related legal and financial Consequence responsibilities shall be borne by Concessionaire.

8. Asset Ownership

8.1. Existing lighting fixtures

NMC shall at all times during the Concession Agreement period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

The Concessionaire will not be held liable for lighting infrastructure existing prior to the date of commissioning of LED luminaires and CSLMS panels or arising from any event or circumstance that occurred prior to the date of commissioning.

The Concessionaire shall ensure the proper recording of the dismantled conventional fixtures, as per format attached at Annexure IV, to office of Authority at least on weekly basis.

8.2. Newly installed equipment and systems

The Concessionaire shall remain the owner of the LED luminaires and CSLMS panels installed by it during the term. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. This LED luminaires and CSLMS panels installed by Authority under this contract shall be free of any lien and should have paid all applicable taxes. At the end of the Term, the Concessionaire shall submit to Authority a list of all the equipment, fittings or other items that were replaced during the Terms.

The essence of this Concession Agreement is to keep all the street lights 'ON' and as such any nonfunctioning of street light fixtures/feeder panels/poles will be adversely reflected on the performance of the Concessionaire. Hence it will be in the interest of the Concessionaire to identify & attend to the faults & keep the lights 'ON' in a safe manner. The Concessionaire should employ only qualified and experienced personnel & use proper instruments, take adequate precautions, use good quality material, have proper supervision and maintain proper complaint management and public relations.

The Concessionaire should monitor the electrical load on each phase and each circuit in the panel & also maintain load balance equally on all the phases. He should never allow any circuit to be overloaded.

The material used for the work shall be new & of best quality available and work should be carried out with best workmanship. The material used and works carried out shall conform to the relevant Electricity Act 2003 as amended and rules of Bureau of Indian standards.

At the expiry of the Term/termination of the concession agreement, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed shall be vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS panels, along with CSLMS bill of material, to NMC.

10. Termination

10.1. Termination events

This Concession Agreement shall terminate:

a) due to a Force Majeure Event in accordance with clause 29;
b) due to a NMC/ Event of Default in accordance with clause 11 and
c) due to a Concessionaire Event of Default in accordance with clause 12;

11. NMC Event of Default

The following events, provided that they are not caused by a Concessionaire Event of Default or a Force Majeure Event and are not cured within sixty (60) days following the issuance of a notice from the Concessionaire, shall constitute a "NMC Event of Default" and the Concessionaire shall be entitled to terminate this Concession Agreement:

a) NMC fails to deposit monthly electricity bill or any other payment in the Escrow Account, for more than 1 months from its collection;

12. Concessionaire Event of Default

The following events, provided that they are not caused by a NMC or Authority Event of Default or a Force Majeure Event and are not cured within sixty (60) days or within specified timelines, following the issuance of a notice from NMC, shall constitute a "Concessionaire Event of Default" and Authority shall be entitled to terminate this Concession Agreement:

a) The Concessionaire made any representation or warranty that was incorrect when made in the bid or during the Concession Period;
b) Liquidation or insolvency of the Concessionaire;
c) Transferring the Services in violation of this Concession Agreement;
d) The Concessionaire has been convicted of a fraud and corrupt practices ;
e) The Concessionaire is in material breach of any of its obligations under this Concession Agreement;

f) NMC or Authority determines that the Concessionaire has, directly or indirectly, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the bidding process for this Project; and

g) The Concessionaire's failure to pay the Delay Liquidated Damages as per Section VII of the RFP.

Notwithstanding the above provisions, failure by the Concessionaire to issue monthly reports, daily reports and annual electrical safety energy audit report in accordance with clause 29 of this Concessionaire agreement shall automatically constitute a Concessionaire Event of Default without having to wait for the end of the sixty (60) days cure period.

13. Termination Procedure

13.1 Termination of this Concession Agreement by Authority

Authority may terminate this Concession Agreement by giving a termination notice to the Concessionaire if a Concessionaire Event of Default has occurred and continued for more than sixty (60) days or within specified timelines after Authority notified the Concessionaire of such Concessionaire Event of Default.

13.2 Termination of this Concession Agreement by Concessionaire

The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days after Authority has received a notice from the Concessionaire mentioning the Authority Event of Default and requesting Authority to remedy such Authority Event of Default.

14. Termination Payments

14.1 In Case of Force Majeure Event

Post the Force Majeure Event, the parties will have two options:

(a) Continuation of the Contract: After a Force Majeure event, both parties may mutually agree for continuation of the Contract. The Concessionaire shall have the right to two remedies under this option. 1) Recovery of costs of damaged assets through insurance claim, and, 2) equal sharing of costs of restoration of damaged assets between the Authority and the Concessionaire as duly certified by a reputed auditor appointed by the Authority. No additional compensation may be payable by the Authority on any account including loss of income.

(b) Termination of the Contract: After a Force Majeure event, both parties may mutually agree for termination of the Contract. Both parties shall have the right to a remedy under this option. 1) Equal sharing of the recovery of costs of damaged assets through

insurance claim, and, 2) payment of 50% of the Book value of the surviving assets by the Authority to the Concessionaire as duly certified by a reputed auditor appointed by the Authority. The Concessionaire agrees and undertakes to transfer the title and ownership of the assets including the equipment constructed or systems installed up to the Termination Date, utilized by it for provisioning of Services under this Agreement within a period of 30 days.No additional compensation may be payable by the Authority on any account including loss of income.

14.2 In case of Concessionaire Event of Default

If transfer of Assets happens before the expiry of term due to a Concessionaire Event of Default, then no payment will made to Concessionaire and all the equipment constructed or systems installed by Concessionaire up to the Termination Date will be forfeited.

14.3 In case of NMC's Event of Default

(a) If transfer of Assets happens before the expiry of term due to a NMC Event of Default, the Authority shall pay the Concessionaire 100 percent of the book value in relation to such assets including the equipment constructed or systems installed up to the Termination Date, as duly certified by a reputed auditor appointed by the Authority.

15. Transfer

Minimum six (6) months before the end of the Authorisation Period, the Parties shall discuss whether this Concession Agreement shall be renewed or not. If the Parties decide not to renew the Concession Agreement, then all the then Existing Lighting Infrastructure as may have been upgraded and maintained by the Concessionaire shall be transferred to NMC free of charge on the day immediately following the end of the Term.

During the Exit Management Period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the clause 34 of this Concession agreement including the ones being upgraded.

The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of term, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide

notice in writing on the Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

16. Employees and training

NMC shall remain the principal employer of the Nashik Municipal Corporation employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions to be agreed upon between the Parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

The Concessionaire will organize training program at NMC office wherein the Concessionaire will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of Concession Agreement period on the operation, maintenance and repair of the equipment and systems installed by the Concessionaire

The Concessionaire's personnel, representatives or other members of the Consortium shall be under the complete control of the Concessionaire and shall not be deemed to be employees of NMC in any case.

17. Delay liquidated damages

Where the Concessionaire fails to complete the Services within the Timeline provided under clause 7.3 and 7.4 of this agreement, Authority shall be entitled to apply Delay Liquidated Damages as follows:

18. Limitation of Liability

Neither NMC nor the Concessionaire shall be liable to the other under this Concession Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the other Party unless otherwise specified in this Concession Agreement.

Unless this Concession Agreement provides otherwise, no approval, expression of satisfaction, comment, review, payment or certificate whatsoever made or given (or any failure to make or give the same) by NMC/Authority its employees under this Concession Agreement, shall relieve the Concessionaire of any of its obligations, risks or liabilities under this Concession Agreement.

19. Third party claims

19.1 Indemnification

The Concessionaire shall indemnify and hold NMC and Authority and its employees harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or willful misconduct of the Concessionaire, any Sub Concessionaire or their employees, in respect of the following:

a) the death or injury of any person;
b) loss or damage to any property, real or personal; and
c) Third party losses and claims.

19.2. Handling of Claims

If any proceedings are brought or any claim is made against NMC or Authority in relation to the performance of the Services by the Concessionaire, or any of its employees, NMC or Authority shall promptly notify the Concessionaire and set out full particulars of the claim. The Concessionaire shall conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims at its own expense and on behalf of NMC or Authority and with Authority's assistance.

20. Settlement of disputes

20.1 Consultation

Both Parties must agree that in the event any dispute, controversy or claim arising between the Parties out of, under or in connection with this Concession Agreement, or in the interpretation of any of its provisions, including any question regarding its existence, validity or termination, the Parties shall meet promptly on the request of either Party in an effort to resolve such dispute, controversy or claim through consultation in an amicable manner. If a settlement is not reached then the matter shall be referred to NMC, Nashik for seeking their advice. Pursuant to this clause within thirty (30) days of the said request, the Parties shall refer their dispute to Arbitration.

20.2 Arbitration

Any dispute or difference whatsoever arising between the Parties to this Contract arising out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator i.e. "The Commissioner of NMC". The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, India. The language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

21. Taxes and duties

Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement.

Advertisement Tax to be paid to NMC as applicable.

22. Confidentiality

The Parties shall treat as confidential the existence and contents of this Concession Agreement (including its Schedules), all the information and documents obtained in relation to this Concession Agreement, the Services, as well as all other aspects of the Project contemplated under this Concession Agreement. The duration of the confidentiality obligation shall last for two (2) years following the end of the Term.

The above clause shall not apply in following cases:

a) Information already published or otherwise publicly available;
b) Information already obtained by one Party in a manner which does not breach a confidentiality obligation;
c) Information obtained from a third party in a manner which does not breach a confidentiality obligation;
d) Information required to be disclosed in accordance with Indian Laws; and
e) Information disclosed for the purpose of the performance by either Party of its obligations under this Concession Agreement.

23. Notice

23.1 Notice

Any notice under this Concession Agreement shall be in writing and in English, and shall be delivered in person or sent by registered post, fax or email to the following addresses: For Authority _____

For Concessionaire _____

23.2 Change of Information

Should either Party need to change its contact information, it shall inform the other Party in writing fifteen (15) days in advance. The change takes effect immediately upon receipt of such notice by the other Party.

24. Insurance

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

25. Representations and warranties

25.1 The Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to NMC that:

a) The Concessionaire is an independent company duly incorporated, validly existing and of good standing under Indian Laws;
b) The Concessionaire is financially solvent, is able to pay its debts as they mature, and has sufficient capital and resources to complete its obligations under this Concession Agreement;
c) The Concessionaire is not a party to any legal, administrative, arbitral, investigation or other proceedings or controversy, pending or (to the best of the Concessionaire's knowledge) threatened, that would adversely affect its ability to perform its rights and obligations under this Concession Agreement;
d) Without NMC's or Authority's written permission, the Concessionaire shall not engage in any related activities in the city of Nashik that may impinge upon this Project, other than the Services;
e) The execution and performance of this Concession Agreement will not result in a breach or violation of, or constitute a default under, any agreement to which the Concessionaire is a party; and
f) The execution and performance of this Concession Agreement has been duly authorized, and this Concession Agreement has been duly executed by the signatories and constitutes a legal valid and binding obligation.

25.2 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

a) Authority has the power and authority to enter into and perform its obligations under this Concession Agreement;
b) The execution of this Concession Agreement will not result in a breach or violation of or constitute a default under any agreement to which it is a party.

26. Representatives

26.1. Authority's representative

Authority may from time to time replace its Representative by notifying the Concessionaire (to be effective upon receipt by the Concessionaire).

The Authority Representative shall have full authority and power to represent and act for Authority at all times during the Term. All notices, instructions, orders, certificates, approvals and all other communications under this Concession Agreement shall be given by, and to, the Authority Representative unless Authority notifies the Concessionaire otherwise.

26.2 The Concessionaire's Representative

The Concessionaire Representative shall have full authority and power to represent and act on behalf of the Concessionaire at all times during the Term, including for sending or receiving notices, instructions, information and all other communication in relation to this Concession Agreement.

The Concessionaire shall not revoke the appointment of the Concessionaire Representative without notifying Authority of the new Concessionaire Representative.

27. Governing Law and Language

27.2 Governing Law

This Concession Agreement is governed by and construed in accordance with the Laws of India and the State of Maharashtra.

27.3 Language

This Concession Agreement is written in the English language. All communications and information provided should be in writing and in the English language only.

28. Force Majeure

A "Force Majeure Event" shall mean any event or combination of events occurring inside or directly involving the city of Nashik that is beyond the reasonable control of Authority or the Concessionaire, as the case may be, occurring or subsisting after the Effective Date and which (or the effects of which) is unavoidable, notwithstanding the reasonable care of the Party affected, including, in the case of the Concessionaire, any Sub Concessionaire, and, in the case of the Concessionaire only, such event(s) could not

have been foreseen by an experienced Concessionaire, or to the extent that the event(s) could have been foreseen by an experienced Concessionaire, such Concessionaire could not have reasonably mitigated against the effects of such events. Such Force Majeure Events include, but are not limited to:

a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
b) Rebellion, sabotage, act of terrorism, revolution, insurrection, civil war or epidemic (excluding vandalism);
c) Lightning, earthquake, flood, hurricane, typhoon, tornado or volcanic activity.

Such events cannot be caused or contributed to by an act or omission of the Party relying on it or persons for whom that Party is responsible.

If either Party is prevented, hindered or delayed from performing any of its obligations under this Concession Agreement by a Force Majeure Event, then it shall notify the other Party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for so long as the relevant Force Majeure Event continues and to the extent that such Party's performance is prevented, hindered or delayed.

The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effects thereof upon its/their performance of this Concession Agreement and to fulfil its/their obligations under this Concession Agreement, but without prejudice to either Party's right to terminate this Concession Agreement.

No delay or non-performance by either Party caused by the occurrence of any Force Majeure Event shall:

a) constitute a breach under this Concession Agreement;
b) extend the Term; or
c) Give rise to any claim for damages or additional cost or expenses occasioned thereby.

If the performance of the Services is substantially prevented, hindered or delayed for more than one hundred and twenty (120) consecutive days on account of one or more Force Majeure Events during the Term, either Party may terminate this Concession Agreement by giving a notice to the other. If this Concession Agreement is terminated pursuant to this clause, NMC shall pay to the Concessionaire the part of the Energy Savings Fee payable for the Energy Savings performed prior to the Termination Date

and the part of the O&M Fee payable for the operation and maintenance services performed prior to the Termination Date. The Concessionaire shall not be entitled to any further compensation.

Notwithstanding this clause, Force Majeure Events shall not apply to any NMC's or Authority's obligation to make payments to the Concessionaire hereunder.

29. Material Adverse Government Action

A "Material Adverse Government Action" ("MAGA") shall mean any act or omission, after the Effective Date, by NMC or Authority or any other public entity, which has a Material Adverse Effect.

A MAGA shall include the following circumstances:

a) Any imposition or change of Law that is directly targeted at the Project and/or projects similar to the Project and/or that is discriminatory against the Concessionaire.
b) Any imposition or change of Law of an environmental or technical nature which would have the effect of making the Laws more stringent than the Law in force at the Effective Date
c) Expropriation or compulsory acquisition, or seizure of the Existing Lighting Infrastructure by a public entity with respect to substantially the same subject matter
d) Any material breach by Authority of its obligations, including, but not limited to, failure to supply electricity within the whole or part of the Project
e) Any regulator's decision having the effect of decreasing the Concessionaire's remuneration under this Concession Agreement.

Within 30 days of notice to Authority of a MAGA, Authority shall procure the remedy of the MAGA in question. Should Authority fail to procure a remedy prior to the expiry of 30 day period, the Parties shall discuss the issue in an attempt to reach a mutually satisfactory solution that restores the Concessionaire to the position it would have been in had such MAGA not occurred (including compensation for costs and loss of profits). If the Parties fail to reach an agreement on a satisfactory solution, the Concessionaire shall have the right to terminate this Concession Agreement.

The Concessionaire shall not be excused for performing its obligations under this Concession Agreement upon the occurrence of a MAGA, unless the Material Adverse Effect caused the Concessionaire to fail to perform its obligations.

30. Performance Security

30.1. Performance Security

The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 7 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.

Authority shall invoke Performance Security in case the Concessionaire fails to discharge their Concession Agreement obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall secure the proper and timely performance of the Concessionaire's obligations as from the Commencement Date until the end of the Term, including the payment of Delay Liquidated Damages pursuant to clause 15. In case the performance Bank Guarantee is partly encashed on account of Liquidated Damages, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. In case the Concessionaire doesn't maintain the required PBG amount then same shall be recovered from his share (energy saving and advertisement revenue) from escrow account.

All fees, taxes, costs and expenses associated with procuring, preparing, completing and stamping (if applicable) the Performance Bank Guarantee shall be the responsibility of and paid by the Concessionaire.

30.2 Notice

Authority shall, prior to making any demand under the Performance Bank Guarantee, send a written notice to the Concessionaire mentioning the existence of a Concessionaire Event of Default and providing a cure period of fifteen (15) days. If the Concessionaire does not remedy its Concessionaire Event of Default within these fifteen (15) days, then Authority shall be entitled to call part or full, as relevant, of the Performance Bank Guarantee.

30.3 Replacement

Where the Performance Bank Guarantee is subject, pursuant to its terms, to a fixed expiry date, the Concessionaire shall, not less than fifteen (15) days prior to such expiry date, amend or replace the Performance Bank Guarantee, as the case may be, with a duly executed amended or replacement guarantee. Any replacement Performance Security must be issued for at least one (1) year by any Scheduled Bank having a branch

at Nashik city, and should be on identical terms as original Guarantee issued. If the Concessionaire fails to provide an amended or replacement Performance Bank Guarantee as required, Authority may issue a demand under the Performance Bank Guarantee for the full amount available and shall be entitled to hold such amount as security for the performance of the Concessionaire's obligations under this Concession Agreement until a replacement Performance Bank Guarantee is provided (whereupon such amounts shall be returned to the Concessionaire without any obligation to account for interest).

If the Concessionaire is unable to provide new Performance Bank Guarantee for a period of more than a month from its expiry date, the Authority has the right to terminate the Concession Agreement.

31. Reporting

During the Term, the Concessionaire shall provide monthly reports to Authority with a separate copy to NMC about the following matters:

a) Energy saving report including CSLMS data
b) Operation and maintenance services;
c) Load reduction
d) Update on the assets;
e) Any other relevant as said by NMC or Authority.

If the Concessionaire does not issue monthly reports within ten (10) days of the end of the relevant month for any three (3) consecutive months or there is major false information in more than three (3) reports during the Term of the Concession Agreement, this breach shall constitute a Concessionaire Event of Default.

32. Miscellaneous

32.1 Assignment

Neither NMC or Authority nor the Concessionaire shall without the expressed written consent of the other Party assign or charge to any third party this Concession Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

32.2 Entire Agreement

This Concession Agreement constitutes the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing and approved by both Parties. This Concession Agreement supersedes all communication, negotiations and agreements (whether written or oral) between the Parties made prior to the Effective Date with respect to the Services.

32.3 Amendments

Any amendment, addition or variation to this Concession Agreement shall be valid and binding only if in writing and only if signed by the authorized representatives of both Parties.

32.4 Severability

Should any provisions in this Concession Agreement be invalid, illegal or unenforceable or be held invalid, illegal or unenforceable by any competent tribunal or court, the remaining provisions of this Concession Agreement shall remain valid and enforceable.

32.5 No Partnership

This Concession Agreement does not constitute a joint operation or partnership in the legal sense between the Parties. The Concessionaire is a service provider to Authority.

33. Exit Management

33.1 Purpose

i. This clause sets out the provisions which shall apply on expiry or termination of the "Contract Agreement" on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, Client shall have the right to, at its sole discretion, apply this clause.

ii. The Parties shall ensure that their respective associated entities, in case of the Client or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

33.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to Client.

- During this period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the bidding document including the ones being upgraded to the Client.
- The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of Client during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract Period, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

- The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, Client is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to Client on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.
- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand overall Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide comprehensive maintenance of all the hardware/Software as detailed in RFP during the concession period, Concessionaire must ensure that all the items are in working condition with support of OEM related to repair/replacement/availability of spare parts for at least 03 years at the time of exit.
- From the first day of last month of the concession period, testing phase of overall system installed by the Concessionaire will be started in phases so that all the equipment are proved to be in working conditions and handed over to NMC on the last date of the concession period and before issuing completion certificate and PBG.

33.3 Cooperation and Provision of Information

During the exit management period:

a) The Concessionaire shall permit Client or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to assess the existing services being delivered.

b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by Client or its nominated agencies, the

selected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the Concession Agreement. The Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). Client or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit Client or its nominated agencies and/or any entity nominated by Client to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

33.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to Client the following:
    - o Information relating to the present services provided and customer satisfaction surveys.
    - o Documentation pertaining to Project related data and confidential information.
    - o All current and updated data as is needed for purposes of the Client or its nominated agencies for transitioning the services either to Client or the entity nominated by Client.
    - o All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable Client or its nominated agencies, or to the entity nominated by Client to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or to any entity nominated by Client (as the case may be).

  Before the exit management period expire, the selected Concessionaire shall deliver to Client or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.

- Before the exit management period expire, unless otherwise provided under the Concessionaire Agreement, Client or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of Client or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating

to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.

33.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Concessionaire to the department or its nominees, or an entity nominated by Client applies to any or all of the employees of the Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of the Concessionaire or its nominated agencies or its entity nominated by Client may make an offer of employment or contract for services to such employee of the Concessionaire and the Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Client or its nominated agencies or any Replacement Concessionaire.

33.6 Transfer of Certain Agreements

On request by the Client or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favor of Client or its nominated agencies, or its entity nominated by Client in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

33.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to Client or its nominated agencies, and/or any entity nominated by Client in order to inventory the assets or Assets.
- The Concessionaire shall also give the Client or its nominated agencies, or any entity nominated by Client right of reasonable access to the Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by Client rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Concession Agreement as is reasonably necessary to migrate the services to Client or its nominated agencies, or a Replacement Concessionaire.

33.8 General Obligations of the Concessionaire

- The Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Client or its nominated agencies or any entity nominated by the Client and which the Concessionaire has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Concessionaire or associated entity is deemed to be in the possession or control of the Concessionaire.
- The Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

33.9 Exit Management Plan

The Concessionaire shall provide the Client or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with Concession Agreement as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

33.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years. It shall be part of exit plan to submit letter from OEMs in this regard.

8.5. Annexure V: Format for Report

Nashik Municipal Corporation

WEEKLY REPORT OF FIXTURES REPLACEMENT

Date: DD/MM/YYYY

Number of fixtures dismantled till last week =

Number of fixtures handed-over till last week =

Number of fixtures for which sign-off obtained from Authority till last week =

Number of fixtures dismantled this week =

Signature of Concessionaire

{Name}

{Designation}

8.6. Annexure VI: Format of Bank Guarantee for Performance Security

In consideration of the ----- [Insert name of the Concessionaire] submitting the response to RFP _____ (RFP no..... dated.....) issued by NMC considering such response to the RFP of ..... [Insert the name of the Successful Concessionaire] (Which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the [insert the name of the Successful Concessionaire] and issuing Letter of Award dated. ------- As per terms of RFP and the same having been accepted by [insert the name of the Successful Concessionaire].

As per the terms of the RFP, the _____ [insert name & address of bank] (hereinafter referred to as ' Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NMC forthwith on demand in writing from NMC or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Concessionaire/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the changes in the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____

Our Guarantee shall remain in force until..... NMC shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that NMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ---------- [Insert name of the Successful Concessionaire]. The Guarantor Bank shall not require NMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [insert the name of the Successful Concessionaire] to make any claim against or any demand on the Successful Concessionaire or to give any notice to [insert the name of the Successful Concessionaire] or to enforce any security held by or to exercise, levy or enforce any distress, diligence or other process against the Successful Concessionaire.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NMC serves upon us a written claim or demand.

Signature _____

Name_____

Power of Attorney No._____

For

[Insert Name of the Bank] __

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. .....

Signature

Name and Address

2. .....

Signature

Name and Address

1. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NMC in writing.

2. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

3. This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Nashik shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Signed and Delivered by [xx] Bank
By the hand of Mr. /Ms. [xx], it's [xx] and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

8.7. Annexure VII: DRAFT ESCROW AGREEMENT

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... day of ..... 20.....

AMONGST

1 ..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at ..... (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 .....name and particulars of the Escrow Bank and having its registered office at ..... (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 [The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at _____ (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated ..... with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on operate, maintain and transfer (OMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively

assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All money received in relation to the Project from banks, insurance claims and shareholders;

(b) All Fee and any other revenues from or in respect of the Project, including the proceeds of insurance claims; and

(c) Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project

(d) The Concessionaire has to deposit monthly revenue generated by advertisement to escrow account at the start of the month as per the financial bid submitted will be credited to NMC.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by

bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)).;

and

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) MSEDCL electricity bill payment

(b) all government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) monthly proportionate provision of debt service due in an Accounting Year;

(f) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if

any

(g)Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting

Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) monthly proportionate provision of debt service due in an Accounting Year;

(f) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g)Balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance

claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within

a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days .

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

Any lender providing financial assistance for the Project and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of

lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify

the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20.2 from Draft agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Indore shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any

obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection

with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof [$]:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
ESCROW BANK by:

(Signature
(Name)
(Designati
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
[Nashik Municipal Corporation by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1.

2.

[$] To be affixed in accordance with the articles of association of the Concessionaire.

Annex A

{A copy of the Concession Agreement, executed between the Concessionaire and the Authority to be attached as Annex A}

8.8. Annexure VIII: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue

Division Name- Satpur

Sr. No.	Road Name		Total Electric Pole
	From	To	
1	ABB Circle, Trambak Road, Satpur	Pimpalgaon bahula, Trambak Road, Satpur	102
2	Papayaz Nursary, Trambak Road, Satpur	Glaxo, Ambad, Linkroad	84
3	Amrut Gardan, Trambak Road, Satpur	Bardan Phata, Shivaji Road	151
4	Gangapur Gaon Jakat Naka	Jihan Circle Bhosla School	148
5	ITI Signal, Trambak Road, Satpur	Parijat Nagar, MIDC	31
6	ITI Signal, Trambak Road, Satpur	Mutha Hospital, Nasardi Bridge	13
7	Ambika Sweets, Trambak Road, Satpur	Canfrihansa Company, MIDC	39
8	Satpur Coloney Circle, Trambak Road, Satpur	Ashok Nagar Police Station	53
9	Victor Stop, Trambak Road, Satpur	Reliance Petrol Pump, Pipe Line Road	65
10	Anandvalli Pipe Line Road	Shaan Tractor Showroom, MIDC	34
11	Kalayatan Karga, MIDC	Fire wall, Trambak Road, Satpur, NTP Company	22
12	Vodafone B-31, MIDC, Road	Myco Company Gate, MIDC	61
13	Bardan Phata	Amrut Garden	150
14	Papaya Nursery	Garware Point	185
15	Amrut Gardan, Trambak Road, Satpur	Pimpalgaon Bahula	40
16	Gangapur Gaon	Jehan Circle	150
		Total	1328

Division Name- Nashik West

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Canada Corner	Chopada Lawns	22
2	Jehan Circle	Model Coloney	11

Sr.No	Road Name		Total Electric Pole
	From	To	
3	Gadkari Chowk	Chandak Circle to Myco Circle	32
4	Chopda Lawns	Niyojit Dr.Vasant Pawar Chowk, Swami Vivekanand Marg	46
5	Shalimar	Ganjamal Signal	5
6	Murlidhar Appa Shinde Chowk	Rachana School, Akashwani Tower, Narsiha Nagar	15
7	Godavari Colony, College Road	Boys Town, School	21
8	Boys Town School	Tibetiyan Market	14
9	Trambak Naka Signal	Ganjamal Signal	17
10	Sarda Circle	Gadkari Chowk	17
11	Mumbai Naka	Mahamarga Bus Stop	4
12	Mahamarg Taxi Stand	Chandak Circle	22
13	Jyoti Store, New Pandit Coloney	Raka Gardan Chowk	15
14	City Center Mall	ABB Circle Road	63
15	Mumbai Naka	Modak Chowk	33
16	Myco Circle	Trimurthi Chowk	45
17	Canada Corner	Sharanpur Police Station	25
18	CBS	Canada Corner Patil Plaza	25
19	Ashok Stambha	Jihan Circle	55
20	Trambak Naka Signal	Myco Circle	17
21	Myco Circle	ABB Circle	33
22	CBS	Shalimar Chowk	8
		Total	545

Division Name- Panchavati Division

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Ramvadi Bridge	Dindori Naka	29
2	Pethphata Signal	Pethroad Phulenagar Rau Hotel	66
3	Sundar Narayan Mandir	Malegaon Stand	7
4	Aurangabad Naka	Nandur	160
5	Makhamalabad Canal	Asarambapu Aashram	50
6	Hirawadi Kamalnagar Auto Stand	Minatai Thakare Stadium	8
7	Dindori Road Goraksha Nagar	NMC	157
8	Nandur Bridge	Jatra Hotel	153
9	Janardhan Swami Aashram	Laxmi Narayan Mandir	38
10	Sangam Bridge	Indrapratha	257

Sr.No	Road Name		Total Electric Pole
	From	To	
11	Aurangabad Road Aashram	Takali road	54
12	Laxmi Narayan Bridge	Dream City Chowk	50
13	New Shahi Marg	New Shahi Marg Extension	39
14	Old Adgaon Naka	Nandur	160
15	Swami Narayan Bridge	Gadge Maharaj Bridge	125
16	Gadge Maharaj Bridge	Talkuteshwar	25
17	PethPhata	Makhamalabad Naka	10
18	Holkar Bridge	Sundar Narayan	7
19	Asaram Bapu Bridge	Makhamalabad Canal	50
20	Dindori Naka	Ramwadi Bridge	29
21	Dindori Road	Nimani Bus Stand Panchavati Depo Bridge	34
22	Dindori Naka	Meri Reliance Petrol Pump	50
23	Old Adgaon Naka Hirawadi Corner	Kamalnagar	53
		Total	1611

Division Name- New Nashik

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Garware Point	Exo Point	70
2	Trimurti Chowk Ambad Linkroad Reliance Janta Sweets	Vijay Nawal Patil School Ambad Linkroad	40
3	Ambadlink Road Naval Patil	Pathardi Phata Mumbai Agraroad	35
4	Divya Adlad	Savtanagar, Pawannagar	60
5	Uttamnagar to Vijaynagar	Ambad Police Station Highway Satyam Mangal Karyalay	20
6	Namrata Petrol Pump Pathardi Phata	Ganesh Chowk to State Bank	40
7	Vijaynagar to Ranapratap Chowk	Badde Nagar, Shivaji Chowk	30
8	Rane Nagar (Bombay Highway)	Chetana nagar Gajanan Chowk	20
9	NH-3 Govindnagar	City Center Mall, Rajiv Nagar	20
10	Kalanagar	Pathardigaon	95
11	Pathardi Phata	Vadner Gate	205
12	Lekhanagar	Vadala Canal	90
13	Balaji Palace	Chowak Chowk Pathardi Gaon	70
14	City Center Mall Bridge	Ranapratap Chowk to Shivaji Chowk	20
		Total	815

Division Name- Nashik Road

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Datta Mandir Chowk Nashik Pune Highway	Upanagar Chowk	57
2	Sailani Baba Stop Jailroad Chhtrapati Shivaji Maharaj Statue	Saykheda Road Vimal Nagar Jailroad	54
3	Chhatrapati Shivaji Maharaj Statue Nashikroad	Dr. Babasaheb Ambedkar Statue	12
4	Dr. Babasaheb Ambedkar Statue	Satkar Point Subhash Road	16
5	Pune Jakat Naka Backside	Bhagwa Chowk Chehadi	12
6	Saykheda Road	HPT Plant	40
7	NH-3	NH-50 Takliroad	100
8	Sinner Phata	Sathe Nagar Road	40
9	Sinner Phata	Railway Station Stairs	20
10	Subhash Road	Railway Station Area	10
11	Subhash Road	Meat Market Road	10
12	Saykheda Road	HPT Plant	48
13	Sinner Phata Vegetable Market	Sinner Phata	8
14	Bitco Chowk Jailroad	Dasak Bridge	104
15	Vihitgaon	Jakat Naka Lamroad	32
		Total	563

Division Name- Nashik East

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Vadala Gaon	Ashoka Marg Jogging Track	29
2	Sainath Nagar	Nasardi Bridge, Kamalanagar Chowk	27
3	Sainath Nagar	Rajsarthi Society Kalanagar	10
4	Vadala Canal	Takali Gaon	90
5	Kathegalli Signal	Bankar Chowk	15
6	Vijay Mamta Signal	Takali Gaon	20
7	Kalanagar	Vadalagaon 100FT	20
8	Radhika Lawns	Saipritam Hotel	20
9	Vadali Pathardi Road	Sai Pritam Lawns	20
10	Shivajiwadi	Sainath Nagar	10
		Total	261

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
E-TENDER NOTICE NO.16 (2018-19)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and minor correction for sale and submission up to 1[illegible]/12/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

22/10/18

Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

22/10/18

...ent System **Government of Maharashtra**

...ished Corrigendum Details

Date : 22-Nov-2018 02:45 PM

Print

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Tend...	2018_NMC_365389_1
Tender Ref...	NMC/ELED/16/2017-18
Tender ...	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design
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Date extention and minor correction for sale and submission up to 11/12/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

-sd-
Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ E26/२०१८
दिनांक :- 22/11/२०१८
NMC/ELECMECH/OWL/2018/471

प्रति,
जनसंपर्क अधिकारी,
नाशिक महानगरपालिका,नाशिक.

विषय :- विद्युत विभाग ई-निविदा सुचना क्र.१६ (सन-२०१८-१९) मधील कामास CORRIGENDUM प्रसिध्द करणेबाबत.

संदर्भ :- १) दै.फ्री-प्रेस दि. २१/१०/२०१८ (मुळ कॉल)
२) दै.सकाळ दि. २१/१०/२०१८. (मुळ कॉल)
३) दै.सामना दि. २१/१०/२०१८. (मुळ कॉल)
४) दै.प्रात:काल दि.२१/१०/२०१८ (मुळ कॉल)

विद्युत विभागाकडील जाहीर ई-निविदा सुचना क्र.१६ संदर्भीय वर्तमानपत्रांमध्ये प्रसिध्द करणेत आली होती. सदर सुचने मधील कामास मुदतवाढीबाबत CORRIGENDUM वरील दैनिक वर्तमानपत्रात प्रसिध्द करणेसाठी सोबत जोडले आहे. सदरचे CORRIGENDUM छोटया अक्षरात(छोटया Font) मध्ये प्रसिध्द करणेत यावे व प्रसिध्द झालेल्या जाहीराती इकडील कार्यालयात सादर कराव्यात.

O/C

जनसंपर्क विभाग: 22/11/18

लेखा विभाग: 22/11/18

कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक

O/C

Nashik Municipal Smart City Development Corporation Ltd.
CIN: U93090MH2016SGC285193
Office: 4th Floor, Nashik Municipal Corporation, Panchavati Divisional Office, Makhmalabad Naka, Panchavati, Nashik – 422003
E-mail: ceo@nashiksmartcity.in, Tel: 0253-2518833 / 2518233

No. NMSCDCL/1291/2018
Date: 19/11/2018

To,
Superintendent Engineer (H.O.D.)
Electrical-Mechanical Department,
Nashik Municipal Corporation

Subject: Instructions from Mission Directors (smart Cities), MoHUA, GoI for on-going projects under tender stages

Dear Sir

Video conference with Mr. Kunal Kumar, Mission Director (Smart Cities), MoHUA, GoI held on 14th November, 2018 for review of Nashik Smart City projects.

As per instructions received from Mission Director, Work order for 7 major projects needs to be processed before 30th December, 2018.

Smart LED Street Light Project (Pan City) was one of the major projects discussed in the VC. For this projects Work order need to be process before 30th December, 2018.

Please provide current status of the project and expedite tender process and issue the work order as soon as possible (before 30th December, 2018)

Shri. Prakash Thavil
Chief Executive Officer
Nashik Municipal Smart City Development Corporation Ltd.

EE (Electrical)
for napl

Office: C/o Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Purandare colony, Sharanpur, Nashik – 422002

Smart city file
22/11/18

smart city file

Subject **Request for the Extension of Due Date of Bid Submission**
From Niteshks_bgp <niteshks_bgp@itiltd.co.in>
To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Date 2018-11-21 11:25

roundcube

REF NO:MAH-NAS-060-RFP-01 dtd: 22/10/2018

Dear Sir,

We would hereby like to inform you that our organization ITI Limited has been serving Smart City Solutions/IOT solutions to various organization. Since our inception in 10 year of starting your business. We are looking forward to participating in the tender mentioned in the notice referred. However, please note that we might require some time to prepare an exact estimation as we have come across the notice quite late. We therefore request you to please extend the last date of bid submission against your NIT by at least 2 weeks.

Thanks and Regards

[illegible]sh Singh
[illegible]-E-IOT/Mktg
Mob.7042105240

Use TAG-ITI mobile wallet for going cashless-Secured by ITI Limited, A Government Of India Enterprise

श्री [illegible]
Smart light file
[illegible] Noting
[illegible]
[illegible]

FF (Electrical)
Sh. Vanmali Sb

TATA COMMUNICATIONS

TATA

INDIA IOT SOLUTIONS - SMART LIGHTING

INTELLIGENT LIGHTING FOR SMART CITIES

TATA COMMUNICATIONS PROVIDES IOT BASED SMART LIGHTING SOLUTIONS THAT OPTIMISES STREET LIGHTING AND CONSERVES ENERGY



Lighting makes up a sizeable part of total energy consumption; however, a large part of this energy is wasted. Energy conservation is a significant sustainability concern — both for the environment and for organisations seeking to manage resources efficiently.

With Tata Communications' Smart Lighting Solution, organisations can take control and minimise energy wastage through remote management of street lights. Reduce downtime and prevent theft by proactive maintenance alerts and asset location monitoring of street lights.

INTELLIGENT LIGHTING

Our Smart Lighting Solution enables two-way communication between street lights and the command centre, giving organisations unified control of widely distributed street lights.

END-TO-END SOLUTION

We provide comprehensive Smart Lighting Solutions, which includes IoT enabled sensors, our robust IoT platform and feature-rich applications, connected through our PAN India LPWA Network.

STRATEGIC IOT PARTNERSHIP

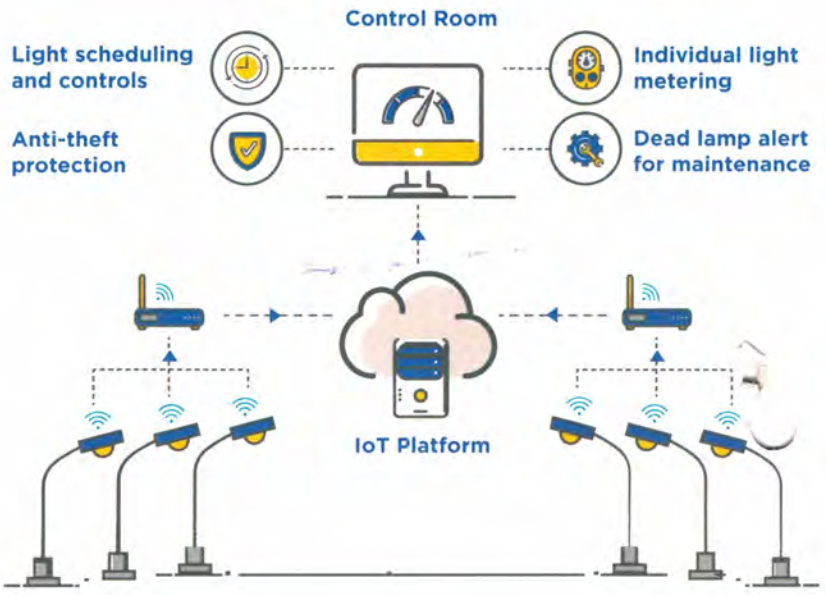
Tata Communications is a leader in digital technology with products across cloud, Big Data, IoT, mobility and networking making us your perfect partner for IoT solutions.

→ OUR SOLUTION

The Tata Communications Smart Lighting Solution enables complete control of street lights from the application command centre. Organisations can define and automate the behaviour of street lights based on data insights. Sensors in the lights transmit data through our PAN India LoRaWAN network to the IoT platform for synthesis. Applications convert data from the platform into actionable insights for the end user to optimise lighting and conserve energy.

Tata Communications offers a customisable street lighting solution through a team of experts who take into account precise requirements of the customer and craft a tailor-made solution.

Solutions powered by LPWA based LoRa network



BENEFITS

- Automatic lighting control for energy savings
- Regulate individual lamp dimming
- Track and recover stolen LED's
- Identify and stop energy theft
- Measure individual lamp energy consumption
- Dead lamp alerts for replacement
- Track lamp burn hours for proactive replacement
- Robust SLA's and network management
- 2 level security with end-to-end encryption
- Achieve regulatory compliances
- Easy deployment with plug and play solutions

→ KEY FEATURES INCLUDE:

LPWA Network Technology
Long range, low power consumption for long battery life, cost-effective sensors for broader deployment

Individual lamp control
Control luminosity to improve lighting and conserve energy

Cloud-based platform
Feature-rich, highly scalable and secure platform that synthesises data from multiple devices

Functional application
Intuitive application that allows complete control over the smart lighting infrastructure and gives actionable insights

Scalable solution
Scale as you need, upgrade existing infrastructu enable smart cities

Easy configuration
Define parameters, control monitoring frequency, and customise reports

Email us at internetofthings@tatacommunications.com
For more information, visit us at www.tatacommunications.com

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Strictly Private & Confidential

KPMG

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik - 422001.

Date: 3rd December 2018

Subject: Submission of Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City.

Dear Sir

We are pleased to submit Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City. Corrigendum is prepared as per discussion with Electrical Department.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
1	3	3.24.3. (i) Pre-Qualification Criteria– Incorporation:--	35	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and **lead bidder** should have been in

विद्युत विभाग
आवक नं. 905
दिनांक- 03/12/2018

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
				Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.	existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.
2	3	3.24.3. (iv) Pre-Qualification Criteria— Technical Eligibility:--	35	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India.	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India or **global level (international experience)**.
3	Glossary	**Concession Period**	16	Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey & Implementation	Means the 7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey Period: - **30 days**

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
				Period : - 9 months O&M Period : - 7 Years	Implementation Period : - **8.5 months** O&M Period : - 7 Years
4	4	4.1.1 Survey – 3	45	Concessionaire needs to submit a detailed report of survey and design to NMC. (Within 15 days).	Concessionaire needs to submit a detailed report of survey and design to NMC. (**Within 30 days**).
5	4	4.6 Project Phase	54	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+15 Days Implementation Period as per plan approved by NMC (max) T2=T1+8 months 15 Days	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+**30 Days** Implementation Period as per plan approved by NMC (max) T2=T1**+9 months**
6				guarantee energy savings : - 60%	guarantee energy savings : - **55%**

With regards

Dhande 31/12/18

Harshad Dhande

Project Director,

KPMG

Disclaimer and Notice to Reader:

1 This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').

2 In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.

Nashik Municipal Corporation (NMC)
Electrical Department

No.: M.N.Pa./Vidyut//2018

Date: 03/12/2018

Corrigendum-1

E-Tender Notice: 16

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID:2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
1	3	3.24.3. (i) Pre-Qualification Criteria— Incorporation:--	35	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and **lead bidder** should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
2	3	3.24.3. (iv) Pre-Qualification Criteria— Technical Eligibility:--	35	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India.	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India or **global level (international experience).**
3	Glossary	**Concession Period**	16	Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey & Implementation Period : - 9 months O&M Period : - 7 Years	Means the 7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey Period: - **30 days** Implementation Period : - **8.5 months** O&M Period : - 7 Years
4	4	4.1.1 Survey – 3	45	Concessionaire needs to submit a detailed report of survey and design to NMC. (Within 15 days).	Concessionaire needs to submit a detailed report of survey and design to NMC. (**Within30 days**).
5	4	4.6 Project Phase	54	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+15 Days Implementation Period as per plan approved by NMC (max) T2=T1+8 months 15 Days	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+**30 Days** Implementation Period as per plan approved by NMC (max) T2=T1+**9 months**
6				guarantee energy savings : - 60%	guarantee energy savings : - **55%**

Sd/-
Commissioner
Nashik Municipal Corporation

Subject **NMC RFP- for selection of Concessionaire for Implementing Smart LED Street Lights**
From Dhanesh Sharma <dhanesh.sharma@inspira.co.in>
To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Cc <mukulbapat@kpmg.com>
Date 2018-11-16 16:27

roundcube

- TD.pdf (~1.2 MB)

Dear Sir,
With reference to attached tender and PQ number 3.24.3. (Pre-Qualification Criteria point i) - on page 35

Which says- *The Concessionaire or if it's a consortium, **All the members** of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and **should have been in existence for minimum of 5 years from the date of submission of the bid**. Certificate of incorporation or registration of the organization to be provided*

We would like to request NMC for Limiting this clause of existence of 5 years only for lead Bidder and not for all consortium partners

Requesting your kind consideration and support .

Regards,
Dhanesh Sharma
Email: dhanesh.sharma@inspira.co.in | Contact No.: +91-22-40569999/ +91-22-40569963 |
Fax: +91-22-40569966 | Mobile: +91 9930582739| Website: www.inspira.co.in

Inspira Enterprise India (P) Ltd.
23, Level 2, Kalpataru Square, Kondivita Lane, Off. Andheri-Kurla Road,
Andheri (East), Mumbai – 400059.







	Above/ Below Status	Percentage	Tender Amount (In Lakhs)	Contractor Name	Work Order Date	Work Completion Date	1st Extension	2nd Texiensi on	3rd Extension	Extension with Penalty Yes/No	If yes Amount of Penalty Deducted till date	Amount Paid till 31st March 2018	Total Amount Paid till date	Physical Work Status in Percentage	Financial Work Status in Percentage	Status
1.	Below	7	41.78	Beeta Electrical	17/5/17 to 11/5/20								14.3	45%	33%	Ongoing
				Beeta Electrical												Praposed for approval

Subject **RE: NMC RFP- for selection of Concessionaire for Implementing Smart LED Street Lights**
From Dhanesh Sharma <dhanesh.sharma@inspira.co.in>
To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Cc <mukulbapat@kpmg.com>
Date 2018-11-20 11:32

Dear Sir,
With reference to below mail, we would like to request acceptance for one additional point as below
Page 36 point III, as for experience in India, we request you to allow similar experience/PQ across globe. (international experience)

Also, sincere request for extension of 2 weeks to ensure we are able to submit our competitive bid.

gards,
Dhanesh Sharma
Email: dhanesh.sharma@inspira.co.in | Contact No.: +91-22-40569999/ +91-22-40569963 |

Fax: +91-22-40569966 | Mobile: +91 9930582739| Website: www.inspira.co.in

Inspira Enterprise India (P) Ltd.
23, Level 2, Kalpataru Square, Kondivita Lane, Off. Andheri-Kurla Road,
Andheri (East), Mumbai – 400059.



From: Dhanesh Sharma <dhanesh.sharma@inspira.co.in>
Sent: Friday, November 16, 2018 4:28 PM

To: 'ee_electrical@nmc.gov.in' <ee_electrical@nmc.gov.in>; 'pmc@nashiksmartcity.in' <pmc@nashiksmartcity.in>
Cc: 'mukulbapat@kpmg.com' <mukulbapat@kpmg.com>
Subject: NMC RFP- for selection of Concessionaire for Implementing Smart LED Street Lights

Dear Sir,
With reference to attached tender and PQ number 3.24.3. (Pre-Qualification Criteria point i) - on page 35

Which says- *The Concessionaire or if it's a consortium,* ***All the members*** *of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and* ***should have been in existence for minimum of 5 years from the date of submission of the bid****. Certificate of incorporation or registration of the organization to be provided*

We would like to request NMC for Limiting this clause of existence of 5 years only for lead Bidder and not for all consortium partners

Requesting your kind consideration and support .

Regards,
Dhanesh Sharma
Email: dhanesh.sharma@inspira.co.in | Contact No.: +91-22-40569999/ +91-22-40569963 |
Fax: +91-22-40569966 | Mobile: +91 9930582739| Website: www.inspira.co.in

Inspira Enterprise India (P) Ltd.
23, Level 2, Kalpataru Square, Kondivita Lane, Off. Andheri-Kurla Road,
Andheri (East), Mumbai – 400059.


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GREAT PLACE TO WORK CERTIFIED
CENTERS OF EXCELLENCE
NETWORKING
UNIFIED COMMUNICATION
CLOUD
SECURITY
BLOCKCHAIN
HEALTHCARE
SMART CITY
CERTIFIED WITH
CMMIDEV/3
CMMISVC/3
ISO
ISO

दै. प्रतिकाल दि. २३/१०/२०१८

Nashik Municipal Corporation (NMC)
Electrical - Mechanical Department
E-Tender No.16 (2018-19)

No.:NMC/Electrical/551/2018

Date:19/10/2018

Nashik Municipal Corporation (NMC) invites bids to execute the following work.

Sr. No.	Name of work	Cost of blank tender from (In INR to be paid online only)	Earnest Money Deposit	Duration of Work	Tender Publishing Date	Tender form Availability Date	Pre-Bid meeting	Last date of tender form availability	Last date of online submission	Technical Envelope opening Date
1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.	Rs.10000/- + Rs.90/- + CGST (9%) + SGST (9%)	Rs.85,00,000/-	9 months + 84 months	22/10/2018 03:00 PM	22/10/2018 03:00 PM	30/10/2018 03:00 PM	21/11/2018 03:00 PM	21/11/2018 03:00 PM	22/11/2018 03:00 PM

The blank tender forms would be available on **www.mahatenders.gov.in.** The bidder shall register themselves on Nashik Municipal Corporation (NMC) e-tendering website well in advance to the bid submission date.

The bidder shall submit its Pre-Qualification Proposal (Envelope-A), Technical Proposal (Envelope-B) and Financial Proposal (Envelope-C) in the prescribed format online as provided in detailed tender notice.

The Financial Proposal (Envelope -C) shall be opened subsequently of agencies whose technical proposal have been found acceptable.

Rights to reject any or all tenders without assigning any reasons thereof are reserved by Competent Authority of Nashik Municipal Corporation (NMC) and whose decision will be final and legally binding on all the bidders.

Sd/-
Head of the Department (Electrical - Mechanical Department)
Nashik Municipal Corporation, Nashik

जनसंपर्क जा.क्र./२७५/ दि. २०/१०/२०१८

पाणी अडवा, पाणी जिरवा..

जनसंपर्क अधिकारी
नाशिक महानगर पालिका, नाशिक

TATA

Ref : TPL-M/UI-SC/2018-19/ LED/NMC

Date: - 7th December, 2018

To,
The HOD (Electrical)
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road , Nashik
Maharashtra - 411018

Sub:- **Request for extension of the last date of submission of the RFP no. NMC/RFP/ELED/16/2017-18**

Ref. :- **Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.**

Dear Sir,

This is with reference to the above mentioned subject.

We are very keen to be associated with you for this prestigious project.

The nature of work involved in this project involves interaction and discussion with multiple agencies involved in Design, Structural Works, OEM, MEP, Outdoor Advertising etc., to meet the high end requirements. These agencies are requesting sufficient time for submitting the proposals.

Hence we request your kind office to extend the last date of submission upto 27.12.18 for us to submit competitive techno commercial bid.

Hope to hear favorable response from your end.

Thanking You,

Yours Faithfully,
For TATA PROJECTS LIMITED

Abhishek

TATA PROJECTS LIMITED

Abhishek Das
Manager – Business Development (Smart Cities)
TATA Projects Limited
Contact: +91 7506067471
Email: abhishekdas@tataprojects.com

श्री कोकाले
Smart light file कर
KPMG कंपनी-बाबुन
corrigendum तयार करावे
11/12/2018

Subject	**FW: Request for extension of the last date of submission of the RFP no. NMC/RFP/ELED/16 /2017-18**
From	Commisioner <commisioner@nashikcorporation.in>
To	<commissionernmc@gmail.com>, <commissioner@nmc.gov.in>, <commissionernmc@gmail.com>, <ee_electrical@nmc.gov.in>, <addcomm_city@nmc.gov.in>, <addcommissioner@nashikcorporation.in>
Date	2018-12-10 11:13
Priority	Highest

- extension request.pdf (~380 KB)

From: Abhishek Das [mailto:abhishekdas@tataprojects.com]
Sent: 07 December 2018 18:12
To: pmc@nashiksmartcity.in; ee_electrical@nmc.gov.in; ee2electrical@nashikcorporation.in
Cc: commissioner@nashikcorporation.in; collector.nashik@maharashtra.gov.in; Amol Nisal
Subject: Request for extension of the last date of submission of the RFP no. NMC/RFP/ELED/16/2017-18
Importance: High

Dear Sir,

This is with reference to the above mentioned subject.

We are very keen to be associated with you for this prestigious project.

The nature of work involved in this project involves interaction and discussion with multiple agencies involved in Design, Structural Works, OEM, MEP, Outdoor Advertising etc., to meet the high end requirements. These agencies are requesting sufficient time for submitting the proposals as per the latest changes discussed during the last meeting .

Hence we request your kind office to extend the last date of submission up to 27.12.18 for us to submit competitive techno commercial bid.

Hope to hear favourable response from your end.

Our letter is also attached for your kind reference

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

Notice: Information contained and transmitted by this email is confidential and proprietary to Tata

PTO →

TATA POWER-DDL

Ref: Tata Power-DDL/BD/NMC/2018-19/04 Date: 10th December 2018

Head of Electrical Department
Nashik Municipal Corporation (NMC),
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001
Email Id: ee2electrical@nashikcorporation.in

Subject: Bid Submission Extension of NMC LED Street Light Project

Reference:

1. NMC Tender Ref No – NMC/ELED/16/2017-18

Dear Sir

We write in reference to the tender issued by NMC for **"Selection of Concessionaire for Implementing Smart LED Street Lights for PAN City area under Nashik City."** Tata Power-DDL is keen on participating in the tender and shall provide best solution and shall help NMC to achieve the objective of the project.

Currently, the project is not financially feasible for the prospective bidders, as the minimum guaranteed monthly energy savings is 60% which is higher considering very high population of low wattage 70 W HPSV & 90 W T5 fixtures and LED fixture. Hence, we suggest to reduce the minimum guaranteed monthly energy savings to 50%.

The project scope mentioned in the RFP requires various solutions other than the conventional tenders of LED Street Light Projects like monetization through advertisement & Wi-Fi and Implementation of Multi-Purpose Poles with different equipments. These requirements are being thoroughly analyzed on technical compliance & financial parameters for overall impact on the solution being offered. We are in discussion with various solution providers who are currently finalizing their solution with respect to the RFP requirements, hence, we would request to grant additional reasonable time to prepare the solution in compliance to the RFP requirements.

We assure you for the most competitive bid from our side and also assure for our best services in future. **It is requested to consider the above points and extend the bid submission deadline by at least 15 days to enable us to submit a comprehensive techno-commercial proposal**.

Thanking you in anticipation and looking forward to your positive response.

Yours Sincerely
For TATA Power Delhi Distribution Limited

Sunil Mittal 10/12/2018

Sunil Mittal
Head of Group - Business Development (North West India)
Tel: +91-11-66112237, Mob: +91-9971394937,
Email: sunil.mittal@tatapower-ddl.com

अ मा मले
Smart light fixture
KPMG बरोबर
Corrigendum नगर करा
11/12/2018

Print Close

From: Vikas Arora (vikas.arora@tatapower-ddl.com) **Date:** Mon, 10 Dec 2018 11:51:43 +0000
To: ee2electrical@nashikcorporation.in
Cc: ceo@nashiksmartcity.in, nmchodcomputer@gmail.com, cio@nashiksmartcity.in, amitpatjoshi@kpmg.com, priyankak2@kpmg.com, ngauda@kpmg.com, mukulbapat@kpmg.com, Sunil Mittal, Savan Kumar Malla
Subject: Bid Submission Extension of NMC LED Street Light Project
Attachments: image003.jpg, image004.png, image005.png, image006.png, image007.png, Tata Power-DDL letter dated 10.12.2018.pdf

---

Dear Sir

We write in reference to the tender issued by NMC for **"Selection of Concessionaire for Implementing Smart LED Street Lights for PAN City area under Nashik City."** Tata Power-DDL is keen on participating in the tender and shall provide best solution and shall help NMC to achieve the objective of the project. Please find enclosed our representation wrt to extension of bid submission deadline . We hope that NMC shall address the issues highlighted in the letter and issue necessary changes for ensuring wider participation on the project.

We assure you for the most competitive bid from our side and also assure for our best services in future. **It is requested to consider our submission and extend the bid submission deadline by at least 15 days to enable us to submit a comprehensive techno-commercial proposal**.

Thanking you in anticipation and looking forward to your positive response.

Best Regards
Vikas Arora
AGM – Business Development
Tel : +91-11-66112238| Mob : +91-9971393824
Web www.tatapower-ddl.com, CIN No. U40109DL2001PLC111526
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PTO →

सकाळ दि. 23/11/2018

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM

E-TENDER NOTICE NO. 16 (2018-19)

Name of work: Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership (PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and minor correction for sale and submission up to 11/12/2018 - 15:00 Hrs.

Visit **https://mahatenders.gov.in** for corrigendum.

-sd-
Head of the department
Electrical-Mechanical Department
Nashik Municipal Corporation, Nashik.

जनसंपर्क/ जा.क./४५७/ दि. २२/११/२०१८

पाणी अडवा, पाणी जिरवा..

राज्य	:MAHARASHTRA	जिल्हा	:NASHIK	तहसील	:NASHIK

001	गोपीनाथ किसन बोडके	प्रमुख
002	शोभा गोपीनाथ बोडके	पत्नी
003	वैष्णवी गोपीनाथ बोडके	मुलगी
009	कमळाबाइ किसन बोडके	आई
010	om gopinath bodke	son

भाग 1 घर व निवासी खोल्या

घराच्या भिंतीसाठी वापरलेली प्रमुख सामुग्री #	घराच्या छपरांसाठी वापरलेली प्रमुख सामुग्री #	मालकी हक्काची स्थिती	कुटुंबातील निवासी खोल्यांची संख्या	पाणी चा पाणी
8	9	स्वतःचे	2	पि

कुटुंबक्रमांक : 0113	झोपडपट्टी आणि झोपडपट्टी व्यतिरीक्त (Slum & Non-slum)	: झोपडपट्टी व्यतिरीक्त (Non-slum)*

अनुक्रमांक	नाव	कुटुंब प्रमुखाशी नाते

सामना दि. 23/११/१८

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM

E-TENDER NOTICE NO. 16 (2018-19)

Name of work: Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership (PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and minor correction for sale and submission up to 11/12/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

-sd-
Head of the department
Electrical-Mechanical Department
Nashik Municipal Corporation, Nashik.

जनसंपर्क/ जा.क./३५७/ दि. २२/११/२०१८
पाणी अडवा, पाणी जिरवा..

फ्री प्रेस जनरल 23/११/२०१८

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM

E-TENDER NOTICE NO. 16 (2018-19)

Name of work: Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership (PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and minor correction for sale and submission up to 11/12/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

-sd-
Head of the department
Electrical-Mechanical Department
Nashik Municipal Corporation, Nashik.

जनसंपर्क/ जा.क./३५७/ दि. २२/११/२०१८
पाणी अडवा, पाणी जिरवा..

for
जनसंपर्क अधिकारी
नाशिक महानगर पालिका, नाशिक

SECC ड्राफ्ट यादी - शहरी

राज्य :MAHARASHTRA	जिल्हा :Nashik	तहसील :Nashik	गाव/शहर :Nashik (M Corp.)	वार्ड कोड नंबर(फक्त शहरासाटी) :0005	प्रगणक गट क्रमांकउपगट क्रमांक :0119-0

सार्वजनिक डोमेन मध्ये माहिती प्रकाशित करण्याच्या परवानगीशिवाय कुटुंबाची यादी

0001	ज्ञानेश्वर विजयराव कुशारे	0002	शैलेद्र चंद्रकांत विधाते	0003	पवन रविकेश भालाधरे
0005	सोनुराव शंकरराव नेहेते	0006	सतेज दामोधर घोलप	0007	दिपक नारायण गांगुर्डे
0008	ऋषिकेश सचिन वाघ	0009	रमेश देवराम आहिरे	0010	श्रीराम भिका बच्छाव
0011	पूंजाराम नामदेव शेलार	0012		0014	वसंत रामचंद्र बचाटे
0015	संतोष मिठाराम जाधव				

Subject	**Date Extension for Streetlight Pan city tender**
From	Jain, Abhishek <abhishekjain24@kpmg.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc	Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>, Dhande, Harshad <harshaddhande@kpmg.com>, Patjoshi, Amit <amitpatjoshi@kpmg.com>
Date	2018-12-11 16:26

roundcube

- Date Extension_Corrigendum 2.docx (~23 KB)

Dear Sir,

As no bids received today for the floated Pan city Streetlight tender, we need to again extend the submission date for 15 days as per the guidelines. So, as per the discussion with you last submission date had been kept as 28th December 2018 and date extension corrigendum is prepared and attached herewith.

Thanks and Regards

Abhishek Jain | **Sr.Consultant** | **Infrastructure, Government and Healthcare (IGH)**
KPMG Advisory Services Private Limited
Mobile: +91 9893523962

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****

Sr. at light Pic
13/12/18

विद्युत विभाग
आवक नं. 9966
दिनांक- 13/12/18

PTO →

Nashik Municipal Corporation (NMC)
Electrical – Mechanical Department

No.:M.N.Pa./Vidyut/...../2018 Date:11/12/2018

Corrigendum-2
Date extension

E-Tender Notice:16

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for ImplementingSmartLEDStreetLightsinLieuofRightsofSharingEnergySavingsand AdvertisementRightsonPublic-Private-Partnership(PPP)basisforPANCityareaunder Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT)Basis.

New Last date of tender Submission: 28th December, 2018 03:00 PM

Sd/-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

Strictly Private & Confidential

KPMG

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik - 422001.

Date: 11thDecember 2018

Subject: Submission of Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City.
Ref: As per the discussion with Hon. Commissioner Sir dated 10th December2018.

Dear Sir

We are pleased to submit Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City. Corrigendum is prepared as per discussion with Electrical Department.

विद्युत विभाग
आवक नं. 9066
दिनांक-12/12/2018

Smart light file
12/12/18

Disclaimer and Notice to Reader

1 This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').

2 In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
1	3	3.24.3. (i) Pre-Qualification Criteria—Incorporation:--	35	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and **Lead Bidder** should have been in existence for minimum of 5 years from the last date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.
2	3	3.24.3. (iv) Pre-Qualification Criteria—Technical Eligibility:--	35	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India.	LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India or **global level (international experience).**
3	Glossary	**Concession Period**	16	Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with	Means the 7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
				prescribed penalty) and remaining for O&M and energy savings payment Survey & Implementation Period : - 9 months O&M Period : - 10 Years	prescribed penalty) and remaining for O&M and energy savings payment Survey Period: - **30 days** Implementation Period : - **8.5 months** O&M Period : - 7 Years
4	4	4.1.1 Survey – 3	45	Concessionaire needs to submit a detailed report of survey and design to NMC. (Within 15 days).	Concessionaire needs to submit a detailed report of survey and design to NMC. (**Within 30 days**).
5	4	4.6 Project Phase	54	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+15 Days Implementation Period as per plan approved by NMC (max) T2=T1+8 months 15 Days	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC T1=T0+**30 Days** Implementation Period as per plan approved by NMC (max) T2=T1**+9 months**
6	3	3.21 submission of bids (Envelope – C Financial Bids (Pt. 2)) 3.24.5 Envelope C: Financial Bid	33 39	Minimum guaranteed energy savings : 60%	Minimum guaranteed energy savings : **55%**

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change / Addition
		Evaluation			
	4	4.1 Scope of work	46		
		4.2 Guaranteed Saving	48		
		4.4. CONCESSIONAIRE Project Structure	51		
		4.13. Assessment of energy savings through Measurement & Verification (M&V)	61		
	8	8.3. Annexure III: Financial Proposal Template	115		

With regards

Harshad Dhande 11/12/18

Harshad Dhande

Project Director,

KPMG

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/६८३/२०१८
दिनांक :- 9१/9२/२०१८
NMC/ELECMECH/OOL/2018/496

प्रति,
जनसंपर्क अधिकारी,
नाशिक महानगरपालिका,नाशिक.

विषय :- विद्युत विभाग ई-निविदा सुचना क्र.१६ (सन-२०१८-१९) मधील कामास CORRIGENDUM प्रसिध्द करणेबाबत.

संदर्भ :- १) दै.फ्री-प्रेस दि.२३/११/२०१८ (प्रथम मुदतवाढ)
२) दै.सकाळ दि.२३/११/२०१८ (प्रथम मुदतवाढ)
३) दै.सामना दि.२३/११/२०१८ (प्रथम मुदतवाढ)
४) दै.प्रात:काल दि.२३/११/२०१८ (प्रथम मुदतवाढ)

विद्युत विभागाकडील जाहीर ई-निविदा सुचना क्र.१६ करीता प्रथम मुदतवाढ संदर्भीय वर्तमानपत्रांमध्ये प्रसिध्द करणेत आली होती. सदर सुचने मधील कामास व्दितीय मुदतवाढीबाबत CORRIGENDUM वरील दैनिक वर्तमानपत्रात प्रसिध्द करणेसाठी सोबत जोडले आहे. सदरचे CORRIGENDUM छोटया अक्षरात(छोटया Font) मध्ये प्रसिध्द करणेत यावे व प्रसिध्द झालेल्या जाहीराती इकडील कार्यालयात सादर कराव्यात.

जनसंपर्क विभाग :-
लेखा विभाग :-

कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
E-TENDER NOTICE NO.16 (2018-19)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and correction for sale and submission up to 28/12/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

NMC/ELECTMECH/ODL/2018/4

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
E-TENDER NOTICE NO.16 (2018-19)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention and correction for sale and submission up to 28/12/2018 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for corrigendum.

-Sd-
Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

NRC/ELECMECH/OWL/2018/496

Maharashtra Tenders

eProcurement System Government of Maharashtra

Published Corrigendum Details

Date : 12-Dec-2018 01:31 PM

Print

Organisation Chain :	Nashik Municipal Corporation||Electric Department
Tender ID :	2018_NMC_365389_1
Tender Ref No :	NMC/ELED/16/2017-18
Tender Title :	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design
Corrigendum Type :	Other

Corrigendum Document Details

Corr.No.	Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
1	Corrigendum1	Corrigendum1	12-Dec-2018 01:31 PM	Corrigendum-1.pdf	491.98

Maharashtra Tenders

eProcurement System Government of Maharashtra

Published Corrigendum Details

Date : 12-Dec-2018 12:41 PM

Print

Organisation Chain :	Nashik Municipal Corporation||Electric Department
Tender ID :	2018_NMC_365389_1
Tender Ref No :	NMC/ELED/16/2017-18
Tender Title :	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design
Corrigendum Type :	Date

Corrigendum:2

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Date Ext	Date Ext	12-Dec-2018 12:37 PM	DateExtension.pdf	23.24

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	29-Dec-2018 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	28-Dec-2018 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	28-Dec-2018 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Corrigendum:1

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Date Extension	Date Extension	22-Nov-2018 02:44 PM	DateExtension.pdf	44.89

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	12-Dec-2018 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	11-Dec-2018 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	11-Dec-2018 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Details Before Corrigendum

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	22-Nov-2018 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	21-Nov-2018 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	21-Nov-2018 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Maharashtra Tenders

Welcome : dipakvanmali@gmail.com
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28-Dec-2018 15:01:06

Home Logout

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  - Org Hierarchy Master
- **User Management**
  - My Organisation Hierarchy
  - My Accounts
- **Tender Management**
  - Create Tender / Tender List
  - Publish Tender
  - Published Tenders
  - Seek Clarifications
  - [illegible] Meeting
  - [illegible]wnloaded Tenders
  - Bids Submitted Tenders
  - Tender Status
  - Archived Tenders
  - Archived Clarification
- **Corrigendum**
  - Create Corrigendum
  - Publish Corrigendum
  - Published Corrigendum
- **Bid Opening**
  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
  - Financial Evaluation
  - Short fall Documents
  - Forfeit Tenders
  - [illegible]OC/Empanelment
  - [illegible]hort Fall Documents History
- **Auction Management**
  - Tender cum Auction
  - Publish Auction
  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

TENDER MANAGEMENT

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	29-Dec-2018 03:00 PM	0

Nashik Municipal Corporation (NMC)
Electrical - Mechanical Department

No.:N.M.C/Vidyut/WS/706/2018 Date:24/12/2018

E-Tender Notice:16 **Corrigendum-3**

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for ImplementingSmartLEDStreetLightsinLieuofRightsofSharingEnergySavingsand AdvertisementRightsonPublic-Private-Partnership(PPP)basisforPANCityareaunder Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT)Basis.

24/12/18

Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

Sr. No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses/Clarification
1	Section - IV	4.1.3 & 4.9.1.1	47 & 56	As per the BOQ mentioned for LED fixtures, the quantity of 45 W is mentioned as 9481 and 60W as 3522. Whereas, the Eb is mentioned as 50567104 KwHrs .	Please read" The revised BOQ mentioned for LED fixtures should be read as the quantity of **45 W is 3522 and 60 W is 9481.** Whereas, the Eb is mentioned as 50567104 KwHrs .
2	Annexure III	8.3	115	1. The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities. 2. Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement. 3. Advertisement Tax to be paid to NMC as applicable.	**1. Concessionaire need to share the tax free revenue to NMC.Total tax component need to be paid by the concessionaire only.** **2.** Advertisement Tax to be paid to NMC as applicable **from time to time irrespective of the advertisement revenue generated.** **3. Further the concessionaire has to develop the Poles with advertisement infrastructure for all the poles as mentioned in the RFP before handing over the same to NMC or duration of 21 months as per RFP clause 4.3 point 3.**
4	Section -IV	4.1	57	The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the	Please read" The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable

Sr. No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses/Clarification
				Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	operation of the Light Luminaires. **All rectification will be done by concessionaireat its own cost.** No claim for failure of Luminaires will be entertained on account of earthing issues.
15	Section III	3.24.3. Pre-Qualification Criteria	35	The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	**Turnover of only bidding entity is considered and not of its subsidiary or parent.**

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
E-TENDER NOTICE NO.16 (2018-19)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention for sale and submission up to 08/01/2019 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for details.

29/12/18

Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ४२२/२०१८
दिनांक :- २९/१२/२०१८
NMC|ELEMECH|OWL|2018|511

प्रति,
जनसंपर्क अधिकारी,
नाशिक महानगरपालिका,नाशिक.

विषय :- विद्युत विभाग ई-निविदा सुचना क्र.१६ (सन-२०१७-१८) मधील कामास मुदतवाढ प्रसिध्द करणेबाबत.

संदर्भ :- १) दै.फ्री-प्रेस दि.१३/१२/२०१८ (द्वितीय मुदतवाढ)
२) दै.सकाळ दि.१३/१२/२०१८ (द्वितीय मुदतवाढ)
३) दै.सामना दि.१३/१२/२०१८ (द्वितीय मुदतवाढ)
४) दै.प्रात:काल दि.१३/१२/२०१८ (द्वितीय मुदतवाढ)

विद्युत विभागाकडील जाहीर ई-निविदा सुचना क्र.१६ करीता द्वितीय मुदतवाढ संदर्भीय वर्तमानपत्रांमध्ये प्रसिध्द करणेत आली होती. सदर सुचने मधील कामास तृतीय मुदतवाढीबाबत CORRIGENDUM वरील दैनिक वर्तमानपत्रात प्रसिध्द करणेसाठी सोबत जोडले आहे. सदरचे CORRIGENDUM छोटया अक्षरात(छोटया Font) मध्ये प्रसिध्द करणेत यावे व प्रसिध्द झालेल्या जाहीराती इकडील कार्यालयात सादर कराव्यात.

जनसंपर्क विभाग :- २७/१२/१८

लेखा विभाग : २९/१२/१८

२९/१२/१८
कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
E-TENDER NOTICE NO.16 (2018-19)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention for sale and submission up to 08/01/2019 - 15:00 Hrs.
Visit **https://mahatenders.gov.in** for details.

-Sd-
Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

Maharashtra Tenders

eProcurement System Government of Maharashtra

Published Corrigendum Details

Date : 29-Dec-2018 01:59 PM

Print

Organisation Chain :	Nashik Municipal Corporation||Electric Department
Tender ID :	2018_NMC_365389_1
Tender Ref No :	NMC/ELED/16/2017-18
Tender Title :	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design
Corrigendum Type :	Date

Corrigendum:3

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
DateExtension3	DateExtension3	29-Dec-2018 01:59 PM	DateExtension3.pdf	46.15

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	09-Jan-2019 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	08-Jan-2019 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	08-Jan-2019 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Corrigendum:2

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Date Ext	Date Ext	12-Dec-2018 12:37 PM	DateExtension.pdf	23.24

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	29-Dec-2018 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	28-Dec-2018 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	28-Dec-2018 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Corrigendum:1

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Date Extension	Date Extension	22-Nov-2018 02:44 PM	DateExtension.pdf	44.89

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	12-Dec-2018 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	11-Dec-2018 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	11-Dec-2018 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Details Before Corrigendum

Critical Dates			
Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	22-Nov-2018 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	21-Nov-2018 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	21-Nov-2018 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Gmail

Commissioner Nashik <commissionernmc@gmail.com>

FW: Request Appointment of Sri. R V Game I.A.S., Commissioner, Nashik Municipal Corporation

1 message

Commisioner <commisioner@nashikcorporation.in> Wed, Dec 19, 2018 at 4:38 PM
To: commissionernmc@gmail.com, commissioner@nmc.gov.in, mcoffice@nmc.gov.in, addcomm_city@nmc.gov.in, addcommissioner@nashikcorporation.in, ee_electrical@nmc.gov.in

98/92/96

From: Abhishek Das [mailto:abhishekdas@tataprojects.com]
Sent: 19 December 2018 15:32
To: commissioner@nashikcorporation.in
Cc: pacommissioner@nashikcorporation.in; Amol Nisal
Subject: Request Appointment of Sri. R V Game I.A.S., Commissioner, Nashik Municipal Corporation
Importance: High

P.R

Dear Sir

Greetings from Team Tata Projects !!

With reference to the E tender published for " **Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis ", we seek an appointment of Sri. R V Game, I.A.S., Commissioner , Nashik Municipal Corporation , Nashik, for a meeting with officials of Tata Projects Ltd , preferably on 21st December (Friday)**

Request you to kindly give a confirmation for the appointment slot

Thanking You,

With Best Regards

ABHISHEK DAS

Manager – Business Development – Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471

Sh. Patil Sh
EE (Elect)
pl ask KPMG to attend the meeting
~~Pam~~ 21/12/18
@ 2.30 PM

Smart light-Fi

Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender.

Project Name	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on
RFP ID	NMC/ELED/16/2017-18

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses/Clarification
1	Section - IV	4.1.3 & 4.9.1.1	47 & 56	As per the BOQ mentioned for LED fixtures , the quantity of 45 W is mentioned as 9481 and 60 W as 3522 . Whereas , the Eb is mentioned as 50567104 KwHrs .	Please confirm and clarify the quantity of 45 W & 60 W and the annual baseline energy consumption	Please read" The revsied BOQ mentioned for LED fixtures should be read as the quantity of **45 W is 3522 and 60 W is 9481.** Whereas , the Eb is mentioned as 50567104 KwHrs
2	Annexure III	8.3	115	1. The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities . 2. Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement. 3. Advertisement Tax to be paid to NMC as applicable.	1. The share of revenue paid to the Concessionaire is inclusive GST. It means GST shall be bear by the Concessionaire 2. Any change in statutory taxes and duties shall be payable by the client . 3. Please confirm the rates of the advertisement tax to be paid to NMC if any advertisement revenues are generated by the concessionaire	**1. Concessionaire need to share the tax free revenue to NMC.Total tax component need to be paid by the concessionaire only.** 2. Advertisement Tax to be paid to NMC as applicable **from time to time irrespective of the advertisement revenue generated.** **3. Further the concessionare has to develop the Poles with advertisement infrastructure for all the poles as mentioned in the RFP before handing over the same to NMC or duration of 21 months as per RFP clause 4.3 point 3.**

3	Section -IV	4.3	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	Please confirm if the concessionaire has to install the flexes as a mandatory requirement if the concessionaire is not taking the advertising rights	**Refer Sr. no.2**
4	Section -IV	4.1	57	The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	The concessionaire will carry out , at its own cost , earth resistance measurement of neutral conductor of supply network during intial survey phase and subsequently on yearly basis as may be felt necessary for reliable operation of the Luminaires . In case proper earthing as per IS-3043 is not found in the network , the concessionaire will submit the survey report to the NMC authorities for upgradation of the same and cost for the same as per the Maharashtra PWD/ State Rates	**One time rectification will be done by NMC as per the survey findings of the concessionaire before handing over.**
5	Section - V	5.6.3	76	Functional Requirments : The following sensors are proposed : Flood Sensor , Carbon Monoxide (CO) sensor, Ozone (O3) sensor , Nitrogen Dioxide (NO2) sensor , Sulphur Dioxide (SO2) sensor , Carbon Dioxide (CO2) sensor , Particulate/SPM Profile (PM10, PM2.5, and TSP) sensor , Temperature sensor	Please confirm the quantity breakup of flood sensor and environmental sensor	**RFP Conditions prevail**
6	Section - V	5.7.2	81	Public Address System shall be used at intersections, public places, market places or those critical locations as identified by NMSCDCL to make important announcements for the public. It shall be able to broadcast messages across all PA systems or specific announcement could be made to a particular location supporting single zone/multi zone operations. The system shall contain an IP-based amplifier and uses PoE power that could drive the speakers. The system shall also contain the control software that could be used to control /monitor all the components of the system that includes Controller, Calling Station and keypad, Amplifier (Mixing and Booster)	Please confirm the maximum rated output power of the internal booster per speaker for PAS , also Please confirm the no of speakers per PA system	**RFP Conditions prevail**

7	Section V	5.3.1	71	It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder pane	Request to ammend the clause as : - "It should be able to control at least one LED luminaires of up to 500W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel."One Controller per lamp will not only provide individual fault alert and individual metering, but also greater flexibility to control (e.g. single lamp on/off per pole, separate dimming factors etc.) to aid reduction in Carbon footprint and greater cost saving.	**RFP Conditions prevail**
8	Section V	5.3.13	71	Street Light Controller/ Feeder Controller shall detect and report the following faults to CSLMS a. Under/over voltage detection Main breaker error b. Contactor fault c. Circuit breaker off d. Circuit phase errors (fuse, breaker, etc.) Main power failure e. Leakage to ground f. Manual switch activated g. Phase current out of range h. Control cabinet door open k. Lamp failures	Request to ammend the clause as below "Feeder Controller shall detect and report the following faults to CSLMS a. Under/over voltage detection b. Main breaker error c. Contactor fault d. Circuit breaker off e. Circuit phase errors (fuse, breaker, etc.) f. Main power failure g. Leakage to ground h. Manual switch activated i. Phase current out of range j. Control cabinet door open k. Lamp failures	**RFP Conditions prevail**
9	Section V	5.5.14	73	The light fixtures and gateways shall be shown on Google Maps.	Request to ammend the clause as "The light fixtures and gateways shall be shown on Google Maps or Map my India or any GIS/Map service provider.	**RFP Conditions prevail**
10	Section -IV	4.10.14	58	In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).	Please confirm the no of poles which is to be painted	**RFP Conditions prevail**

11	Section IV	4.10.18	58	NMC will conduct periodic reconciliation of readings provided by CSLMS and MSEDCL energy meters. If deviation between CSLMS energy meter readings and MSEDCL energy meter is more than 2%, then NMC, or a third party appointed by NMC, will carry out on site measurement for verification. This deviation of 2% is allowed only if the overall committed energy savings for the system is achieved	What happens if the overall committed savings is not achieved and the deviation between CSLMS meter and MSEDCL meter is more than 2 %	**RFP Conditions prevail**
12	Section VII	7.2	87	Uptime >99.5 % :: No Deduction	Request amendment as Uptime >97 % :: No Deduction	**RFP Conditions prevail**
13				Addition of clause : SPV	TPL is executing the Pune Smart Street Lighting project through its 100 % subsidiary " Ujjwal Pune Limited " . Please clarify if the successful bidder is allowed to execute the project in the event of order through a 100 % owned subsidiary of the successful bidder	**RFP Conditions prevail**
14	Section IV	4.4	50	O&M of street light conductors and underground cables will be in the scope CONCESSIONAIRE.	The concessionaire is not getting paid anything extra for the annual O&M of the Street light network . The concessionaire has to fund the entire capex investment from the energy savings achieved . The concessionaire will definitely maintain the streetlights and the smart system which will be replaced by the concessionaire . Any damages to the overhead conductors and the underground cables during O&M period will be reported back to NMC and NMC needs to reimburse the actual cost as per the SOR involved in the repair of the overhead conductors / underground cables	**RFP Conditions prevail**
15	Section III	3.24.3. Pre-Qualification Criteria	35	The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	We have a Indian company M/s Fox Solutions & 3 overseas subsidiaries namely Fox Singapore Pte Ltd, Fox Solutions FZE, & Fox Solutions LLC. The combined average turnover of the Group exceeds 150 Cr. We hope this fulfills the turnover criterion as mentioned in tender document.	**Turnover of only bidding entity is considered and not of its subsidiary or parent.**

श्री. भोसले

Strictly Private & Confidential

KPMG

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik - 422001.

Date: 21st December 2018

Subject: Submission of Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City.
Ref: As per the discussion with Hon'ble Commissioner Sir dated 21st December 2018.

Dear Sir

We are pleased to submit Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City. Corrigendum is prepared as per discussion with HoD, Electrical Department on 20th December 2018.

Sr. No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses/Clarification
1	Section - IV	4.1.3 & 4.9.1.1	47 & 56	As per the BOQ mentioned for LED fixtures, the quantity of 45 W is mentioned as 9481 and 60W as 3522. Whereas, the Eb is mentioned as 50567104 KwHrs .	Please read" The revised BOQ mentioned for LED fixtures should be read as the quantity of **45 W is 3522 and 60 W is 9481**. Whereas, the Eb is mentioned as 50567104 KwHrs .

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दिनांक- 29/12/2018

Sh. Bhosale
Smart Light file
1/1/2019

Sr. No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses/Clarification
2	Annexure III	8.3	115	1. The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities. 2. Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement. 3. Advertisement Tax to be paid to NMC as applicable.	**1. Concessionaire need to share the tax free revenue to NMC. Total tax component need to be paid by the concessionaire only.** **2.** Advertisement Tax to be paid to NMC as applicable **from time to time irrespective of the advertisement revenue generated.** **3. Further the concessionaire has to develop the Poles with advertisement infrastructure for all the poles as mentioned in the RFP before handing over the same to NMC or duration of 21 months as per RFP clause 4.3 point 3.**
4	Section - IV	4.1	57	The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial	**One time rectification will be done by NMC as per the survey findings of the concessionaire before handing over.**

Sr. No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses/Clarification
				commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	
15	Section III	3.24.3. Pre-Qualification Criteria	35	The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	**Turnover of only bidding entity is considered and not of its subsidiary or parent.**

With regards

Harshad Dhande 21/12/18

Harshad Dhande

Project Director,

KPMG

Disclaimer and Notice to Reader

1 This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').

2 In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.

डी. भोसले

Subject **tender under reference number 2018_NMC_365389_1**

From Sachin WARE - IN NSK FOX <sachin.ware@foxindia.net>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Date 2018-12-25 12:31

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001.

Dear Sir/Madam,

Kindly refer Point No 3.24.3 Financial Capacity & Corrigendum -3 dated 24th Dec 2018 sr.no 15

We have seen above corrigendum, sr no 15. However our subsidiaries are wholly owned subsidiaries, therefore by all accounting principles, **turnover of wholly owned subsidiaries** should be considered as turnover of bidding entity.
Kindly confirm on above.

Kind regards,

Sachin WARE
Chief Manager - F & A
Cell : ++91-(0)9850083443

FOX

FOX SOLUTIONS - www.foxindia.net
M9 - M.I.D.C. Ambad
Nashik - 422010, India
Tel : ++91-253-6618000 / 100
Fax : ++91-253-6618108 / 100

विद्युत विभाग
आवक नं. ...9205
दिनांक- 27/12/2018

Sh. Bhosale
Put up with smart link file
27/12
1/1/2019

Subject **tender under reference number 2018_NMC_365389_1**

From Sachin WARE - IN NSK FOX <sachin.ware@foxindia.net>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Date 2018-12-25 12:08

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001.

Dear Sir/Madam,

Kindly refer Point No 3.24.3 Financial Capacity

It is mentioned that Lead member in case of Consortium should have average annual turnover of Rs.150 Crores in the last 3 financial years. We understand, last 3 financial years as 2015-16, 2016-17 & 2017-18. However last 3 financial years mentioned in the tender document are 2014-15, 2015-16 & 2016-17.

Kindly confirm whether our understanding i.e. last three financial years as 2015-16, 2016-17 & 2017-18 is correct.

Kind regards,

Sachin WARE
Chief Manager - F & A
Cell : ++91-(0)9850083443

FOX SOLUTIONS - www.foxindia.net
M9 - M.I.D.C. Ambad
Nashik - 422010, India
Tel : ++91-253-6618000 / 100
Fax : ++91-253-6618108 / 100

Subject **tender under reference number 2018_NMC_365389_1**

From Sachin WARE - IN NSK FOX <sachin.ware@foxindia.net>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Cc <harshaddhande@kpmg.com>

Date 2018-12-27 11:12

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001.

Dear Sir/Madam,

We are a Nashik based company & we intend to participate in the tender under reference number 2018_NMC_365389_1 for implementation Smart LED Street lights in Lieu of lights sharing energy Savings and Advertisement Rights on public- private- partnership(PPP) basis for PAN City area under Nasik City on Design, built & operate basis.

We have received Corrigendum 3 dated 24th Dec & we need to study the same. Hence we request you to extend the tender by another 2 weeks.

Kind regards,

Sachin WARE
Chief Manager - F & A
Cell : ++91-(0)9850083443

FOX SOLUTIONS - www.foxindia.net
M9 - M.I.D.C. Ambad
Nashik - 422010, India
Tel : ++91-253-6618000 / 100
Fax : ++91-253-6618108 / 100

विद्युत विभाग
आवक नं. ...920...
दिनांक- 31/12/2018

Subject **Request extension of last date of submission for Etender NMC/RFP/ELED/16/2017-18**

From Abhishek Das <abhishekdas@tataprojects.com>

To pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>

Cc Amol Nisal <amolnisal@tataprojects.com>

Date 2018-12-26 19:26

- Request Extension of date.pdf (~431 KB)

Dear Sir,

This is with reference to the above mentioned subject.

We are very keen to be associated with you for this prestigious project.

However with respect to the latest corrigendum no. 3 (N.M.C/Vidyut/WS/706/2018) dated 24.12.2018, we oversee major concerns which are creating hurdles for us to bid

We have raised those concerns in a separate letter addressed to your kind office for your comments

Trust that the concerns are genuine and Tata Projects keenly wishes to undertake the bidding

Simultaneously as we are also working to create a mutually winning proposal between us and the NMC , so we request the NMC authorities to extend the last date of submission of bid to 8th of January , 2019

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

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विद्युत विभाग
आवक नं. 9209
दिनांक- 29/12/2018

Subject **Concessionaire for Implementing Smart LED Street Lights**

From Dhanesh Sharma <dhanesh.sharma@inspira.co.in>

To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>

Date 2018-12-27 15:14

- Corrigendum2 NASIK led.pdf (~1.2 MB)

Dear Sir,

With reference to attached corrigendum which got released this Monday and financial quarter-ending we would like to request for extension for 1 week time for submission of this bid.

Requesting your approval so that we can submit our competitive bid.

Regards
Dhanesh

विद्युत विभाग
आवक नं. ...9290
दिनांक- 29/12/2018

Subject **Extention of submitting bid for Smart city Tender no. NMC/ELED/16 2018-19**

From <sameer.koul@iramtech.com>

To <'ee_electrical@nmc.gov.in'>, <ee_electrical@nmc.gov.in>, <'pmc@nashiksmartcity.in'>, <pmc@nashiksmartcity.in>

Cc <vishal@iramtech.com>, 'UdayaBhaskar Rao Abburu' <uday@iramtech.com>

Date 2018-12-28 10:56

Dear Sir,

With respect to the subject matter, you are requested to provide an extension of 1 week for bid submittal.

This to work out certain changes as mentioned in the latest corrigendum.

With best regards,

Sameer Koul
Regional Director – Sales & Alliances
Cell No.: +91 95133 09231
Email id: sameer.koul@iramtech.com

Visit us at: http://www.iramtech.com
iRAM TECHNOLOGIES

EE / Electrical

विद्युत विभाग
आवक नं. ...9299
दिनांक- 39/92/२०१८

श्री. भोसले

Nashik Municipal Smart City Development Corporation Ltd.
CIN: U93090MH2016SGC285193
Office: Loknete Panditrao Khaire Panchavati Divisional Office, 4th Floor, Makhmalabad Naka, Panchavati, Nashik - 422003.
E-mail: ceo@nashiksmartcity.in, Tel: 0253-2518833 / 2518233

No: NMSCDCL/ 1192 /2018
Date: 28/12/2018

TO WHOMSOEVER IT MAY CONCERN

Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL) has appointed KPMG Advisory Services Pvt. Ltd. And Wadia Techno- Engineering Services Ltd. as their Project Management Consultants (PMC) for implementing Smart City Project.

The PMC is carrying out detailed topographic, cadastral, existing land use and DGPS survey engaging M/s Associated Civil Engineers and Surveyors for the Proposed Town Planning Scheme as part of Greenfield Development under Nashik Smart City Project.

The objective of Survey will be the collection of baseline data for detail design, preparation of Detail Project Report and Project implementation.

The survey will be conducted from 31st December, 2018.

You are required to cooperate and provide all help in smooth conducting the survey and investigation.

विद्युत विभाग
आवक नं. ११९८
दिनांक- २९/१२/२०१८

Chief Executive Officer
Nashik Municipal Smart City Development Corporation Limited (NMSCDCL)

Copy to:

1. All HOD's/EIC – Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL)
2. Department of Land records, Nashik
3. Department of Revenue, Nashik
4. Town Planning Department, Nashik Municipal Corporation, Nashik
5. Office of Commissioner of Police, Nashik (for information)

smart liquid - fi 18
1/1/2018

Subject **Fwd: Information about LED Street Light**
From Commissioner Office, Nashik <mcoffice@nmc.gov.in>
To <dmc_gad@nmc.gov.in>, <ee_electrical@nmc.gov.in>
Date 2019-01-03 14:37

roundcube

- LED Street Light (3).pdf (~3.5 MB)

PA TO COMMISSIONER
NASHIK MUNICIPAL CORPORATION, NASHIK
0253-2578206,2222405

---------- Forwarded message ---------
From: **Umesh Kulkarni** <umesh.kulkarni89@gov.in>
Date: Thu, Jan 3, 2019 at 2:29 PM
Subject: Information about LED Street Light
To: <commissioner@nashikcorporation.in>, <commissionernmc@gmail.com>, <amc_anr@rediffmail.com>, <it.nagar@amc.gov.in>, <dhule_dmc@rediffmail.com>, <Ayuktdmc@gmail.com>, <mlgmmc@gmail.com>, <conandurbarnmc@gmail.com>
Cc: P.J. jadhav Sir <k85070@gmail.com>, Jadhav Sir <pandurang.jadhav@nic.in>

--

Respected Sir/Madam,

Please See Attachment

With Regards,

P.A. To P. J. Jadhav,
Joint Secretary,
Urban Development Department,
Mantralaya, Mumbai.

PTO →

महाराष्ट्र शासन

क्र. संकीर्ण-२०१७/प्र.क्र.१८३/नवि-२०
नगर विकास विभाग, ४ था मजला,
मंत्रालय, मुंबई- ४०० ०३२.
दिनांक :- ०३ जानेवारी, २०१९.

प्रति,

१) आयुक्त, नाशिक महानगरपालिका, नाशिक.
२) आयुक्त, अहमदनगर महानगरपालिका, अहमदनगर.
३) आयुक्त, धुळे महानगरपालिका, धुळे.
४) आयुक्त, मालेगांव महानगरपालिका, मालेगांव.
५) मुख्याधिकारी, नंदूरबार नगरपरिषद, नंदूरबार.

विषय :- नागरी स्थानिक स्वराज्य संस्था क्षेत्रात LED पथदिवे बसविण्याकरीता EESL सोबत करारनामा करण्याबाबत..

महोदय/महोदया,

शासन निर्णय समक्रमांक दिनांक १२ जानेवारी, २०१८ व दिनांक ०४ जून, २०१८ अन्वये राज्यातील सर्व नागरी स्थानिक स्वराज्य संस्थांना राज्याच्या ऊर्जा संवर्धन धोरणास अनुसरुन पथदिवे बसविताना फक्त एलईडी पथदिवे बसविणे बंधनकारक केले आहे. त्यास अनुसरुन सर्व नागरी स्थानिक स्वराज्य संस्थेच्या क्षेत्रात केंद्र शासनाचा सार्वजनिक उपक्रम असलेल्या Energy Efficiency Services Ltd. म्हणजेच EESL मार्फत ESCO तत्त्वावर एलईडी पथदिवे बसविण्याकरीता EESL सोबत करारनामा केला आहे. त्या समवेत संबंधित नागरी स्थानिक स्वराज्य संस्थेने EESL सोबत करावयाच्या करारनाम्याचा मसुदा देखील विहीत केलेला आहे.

२. राज्य शासनाने घेतलेल्या सदर निर्णयास अनुसरुन सर्व नागरी स्थानिक स्वराज्य संस्थांना पथदिव्यांस फक्त एलईडी पथदिवे बसविणे व त्यासाठी EESL सोबत करारनामा करणे त्यांच्यावर बंधनकारक करण्यात आले आहे. या संबंधीची कार्यवाही करण्यासाठी ३० जून, २०१८ असा दिनांक विहीत करुन देण्यात आला होता.

३. मात्र, आपल्या नागरी स्थानिक स्वराज्य संस्थांनी अद्यापही EESL सोबत करारनामा केला नसल्याचे निदर्शनास आले आहे. यासंदर्भातील आपल्या नागरी स्थानिक स्वराज्य संस्थेने EESL सोबत अद्याप करारनामा का केला नाही याबाबतची कारणमिमांसेसह सोबतच्या विवरण पत्रातील सर्वंकष माहिती या विभागास **आजच** ई-मेलद्वारे (pandurang.jadhav@nic.in/ k85070@gmail.com) सादर करावी, ही विनंती.

आपला,

(पां. जो. जाधव)
सह सचिव
नगर विकास विभाग

सहपत्र :- वरीलप्रमाणे

*****

एलईडी पथदिवे बसविण्याबाबत

अ.क्र	मुद्दा	महिती/ तपशील
१	महानगरपालिकेचे/नगर परिषदेचे नाव	नाशिक महानगरपालिका नाशिक
२	महानगरपालिका/नगरपरिषद क्षेत्रातील एकूण Street Lights ची संख्या	86980
३	यापैकी, LED streetlights ची संख्या	11525
४	LED शिवाय इतर प्रकारच्या streetlights ची प्रकार निहाय संख्या	प्रकार-१ 70W SV – 28056
		प्रकार-२ 150W SV – 28731
		प्रकार-३ ~~250~~ 400W SV – 10658 T-5 Tity – 8010
५	सर्व streetlights साठी एलईडी दिवे बसविण्यात आले आहेत काय ?	नाही
६	सर्व streetlights साठी एलईडी दिवे बसविण्यात आले असल्यास केंव्हा बदलण्यात आले व कोणामार्फत बदलण्यात आले आहेत, त्यासाठी आलेला खर्च तो कशातून केला याबाबतचा सविस्तर तपशील.	लागु नाही
७	नसल्यास, सर्व streetlights एलईडीद्वारे बदलण्यासाठी यापूर्वी केलेली कार्यवाही	नाशिक मनपा महासभा ठ.क्र 1380 दि 10/1/18 ~~मंजुर~~ नाशिक मनपा मार्फत विविध ठिकाणी Pan City PPP तत्वावर Smart lighting प्रकल्प राबविणे ~~प्रस्तावित~~ ~~प्रक्रिया~~ केलेला आहे. ~~विविध~~ विविध प्रभागात.
८	सर्व streetlights एलईडीद्वारे बदलण्यासाठी प्रस्तावित कार्यवाही	
९	मागील ४ वर्षांतील मनपा क्षेत्रातील सर्व streetlights चे वार्षिक वीजबिल	२०१४-१५ :- ₹ 2295.76 Lakhs.
		२०१५-१६ :- ₹ 2537.47 ~~Lakhs~~
		२०१६-१७ :- ₹ 2511.52 ~~Lakhs~~
		२०१७-१८ :- ₹ 2857.94 ~~Lakhs~~

8841
1817
10658
8010
1831

आयुक्त/मुख्याधिकारी
.....महानगरपालिका/ नगरपरिषद

दै. पुढारी २८/८/१८

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM

Re-E-TENDER NOTICE NO. 39 (2017-18)

Name of work: Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership (PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extension and minor correction for sale and submission up to 25/08/2018 - 15:00 Hrs.

Visit **https://mahatenders.gov.in** for corrigendum.

sd/-
Head of the department
Electrical-Mechanical Department
Nashik Municipal Corporation, Nashik.

जनसंपर्क/ जा.क्र./१५७/ दि. २३/०८/२०१८

पाणी जपून, पाणी जिरवा..

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ २८ /२०१९
दिनांक ८ / ९ /२०१९

NMC/Elec/Mech/OOC/2019/12

प्रति,
१) मा.अतिरिक्त आयुक्त,मनपा नाशिक
२) मा.मुख्य वित व लेखा अधिकारी मनपा नाशिक
३) मा.मुख्य कार्यकारी अधिकारी
नाशिक मनपा स्मार्ट सिटी डेव्ह.कार्पो,
४)मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी) मनपा नाशिक

विषय: नाशिक मनपा निविदा समिती बैठक

संदर्भ १)नाशिक मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

महोदय,

नाशिक मनपा क्षेत्रात पीपीपी तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे या कामासाठी दि.०८/०१/२०१९ रोजी तृतीय मुदतवाढी अंती एकही निविदा प्राप्त झालेली नाही.

निविदेच्या scope बाबत चर्चा करणेसाठी बुधवार दि.०९/०१/२०१९ रोजी दु.५.०० वाजता मा.आयुक्त, सो दालन (Conference Hall) मनपा यांचे कार्यालयात निविदा समितीची बैठक आयोजित करणेत आलेली आहे.

बैठकीस आपण उपस्थित रहावे हि विनंती.

9/1/2019

कार्यकारी अभियंता
विद्युत - यांत्रिकी विभाग
नाशिक महानरगपालिका,नाशिक.

O/C.

9/1/19

9/1/19

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ २८ /२०१९
दिनांक ८ /१ /२०१९

NMC/ELECTRICAL/OUT/2019/112

प्रति,

१) मा.अतिरिक्त आयुक्त,मनपा नाशिक
२) मा.मुख्य वित व लेखा अधिकारी मनपा नाशिक
३) मा.मुख्य कार्यकारी अधिकारी
नाशिक मनपा स्मार्ट सिटी डेव्ह.कार्पो,
४)मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी) मनपा नाशिक

विषय: नाशिक मनपा निविदा समिती बैठक

संदर्भ १)नाशिक मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

महोदय,

नाशिक मनपा क्षेत्रात पीपीपी तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे या कामासाठी दि.०८/०१/२०१९ रोजी तृतीय मुदतवाढी अंती एकही निविदा प्राप्त झालेली नाही.

निविदेच्या scope बाबत चर्चा करणेसाठी बुधवार दि.०९/०१/२०१९ रोजी दु.५.०० वाजता मा.आयुक्त, सो दालन (Conference Hall) मनपा यांचे कार्यालयात निविदा समितीची बैठक आयोजित करणेत आलेली आहे.

बैठकीस आपण उपस्थित रहावे हि विनंती.

९/१/२०१९
कार्यकारी अभियंता
विद्युत - यांत्रिकी विभाग
नाशिक महानरगपालिका,नाशिक.

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ २८ /२०१९
दिनांक ८ /१ /२०१९

NM C/ Elecm ECH/OWC C 2019/12

प्रति,
१) मा.अतिरिक्त आयुक्त,मनपा नाशिक
२) मा.मुख्य वित व लेखा अधिकारी मनपा नाशिक
३) मा.मुख्य कार्यकारी अधिकारी
नाशिक मनपा स्मार्ट सिटी डेव्ह.कार्पो,
४)मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी) मनपा नाशिक

विषय: नाशिक मनपा निविदा समिती बैठक

संदर्भ १)नाशिक मनपा क्षेत्रात स्मार्ट लाईटिंग प्रकल्प राबविणे बाबत.

महोदय,

नाशिक मनपा क्षेत्रात पीपीपी तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे या कामासाठी दि.०८/०१/२०१९ रोजी तृतीय मुदतवाढी अंती एकही निविदा प्राप्त झालेली नाही.

निविदेच्या scope बाबत चर्चा करणेसाठी बुधवार दि.०९/०१/२०१९ रोजी दु.५.०० वाजता मा.आयुक्त, सो दालन (Conference Hall) मनपा यांचे कार्यालयात निविदा समितीची बैठक आयोजित करणेत आलेली आहे.

बैठकीस आपण उपस्थित रहावे हि विनंती.

9/1/2019
कार्यकारी अभियंता
विद्युत - यांत्रिकी विभाग
नाशिक महानरगपालिका,नाशिक.

Sen
EE(Elect)
2

सो: मनपा
Smart lighting Pvt
10/1/2019

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik - 422001.

Date: 10th January 2019

Subject: Submission of Minutes of meeting of Streetlight Committee for review of the financial model and to finalize the way ahead on the ongoing tender.

Dear Sir,

A meeting of streetlight committee was scheduled on 9th January 2019 for review of the financial model and to finalize the way ahead on the ongoing tender. We are pleased to submit Minutes of meeting of the same.

Attendees:

1. Shri Prakash Thavil, Chief Executive officer, NMSCDCL.
2. Shri S.M. Chavhanke, Superintendent Engineer-Electrical, NMC.
3. Shri D.B. Vanmali, Executive Engineer-Electrical, NMC.
4. Shri Hemant K. Patil, Deputy Engineer- Electrical, NMC.
5. Shri M.V. Vaikar, Deputy Engineer- Electrical, NMC.
6. Shri A.S. Gaikwad, Deputy Engineer- Electrical, NMC.
7. Shri P.B. Magar, Director-IT,NMC.
8. Shri Amit Patjoshi, Director, KPMG.
9. Shri Swapnil Deshmukh, Associate Director, KPMG.
10. Shri Harshad Dhande, Project Director, PMC-NMSCDCL.
11. Shri Abhishek Jain, Sr. Consultant IT, PMC-NMSCDCL.

The discussion points are as follows:

1. It was agreed that the current tender shall be given an extension up to 18th January 2019.
2. The financial model was discussed in details to explore the impact of removal advertising related scope. Various assumptions of CAPEX and OPEX were discussed in details through the financial model.
3. The current tender has asked for 5% energy saving revenue share with the assumption of revenue generation by the concessionaire through advertisement. The option of removing the advertising related CAPEX and associated revenue generation by the prospective concessionaire were analyzed. It emerged that with the removal of the advertising component, the energy saving revenue share will have to be brought down to 1% to make the project viable.

विद्युत विभाग
आवक नं. ....४८..
दिनांक- ३०/१ /२०१९

4. Further, the removal of advertising scope may result into prospective bidders asking for grant to cater for OPEX for the execution phase.
5. The current assumption in the financial model that the bidder may not get any discount on the market prices was also analysed. The option of the bidder getting a discount (at least 20-25%) on the bulk purchase of the fixtures & controllers was taken into consideration which will support the financial viability of the project.
6. It is discussed that presently we have taken 100% project cost under turnover criteria, whereas it may be relaxed for wider participation and after removing the advertisement scope and considering the discounts the project cost will become 125-130 crore. The turnover criteria may be relaxed to at least cover the CAPEX and the OPEX for the first two years.

For finalization of the way forward the committee discussed all the scenarios with Hon'ble Commissioner, NMC. The Hon' Commissioner suggested that a second pre-bid meeting may be scheduled on 16th January 2019 to have wider participation from the prospective bidders. It was also directed to get pre bid queries till 14th January 2019 for compilation of responses.

Moreover, a corrigendum needs to be published for the same on 10th January 2019.

With regards

Harshad Dhande
10/1/19

Harshad Dhande

Project Director,

KPMG

Disclaimer and Notice to Reader:

1 This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').

2 In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ३२ /२०१९
दिनांक :- १० / १ /२०१९

प्रति,
जनसंपर्क अधिकारी,
नाशिक महानगरपालिका,नाशिक.

NMC/Elect/Tech/WC/2019/13

विषय :- विद्युत विभाग ई-निविदा सुचना क्र.१६ (सन-२०१७-१८) मधील कामास मुदतवाढ प्रसिध्द करणेबाबत.

संदर्भ :- १) दै.फ्री-प्रेस दि.०८/०१/२०१९ (तृतीय मुदतवाढ)
२) दै.सकाळ दि.०८/०१/२०१९ (तृतीय मुदतवाढ)
३) दै.सामना दि. ०८/०१/२०१९ (तृतीय मुदतवाढ)
४) दै.प्रात:काल दि. ०८/०१/२०१९ (तृतीय मुदतवाढ)

विद्युत विभागाकडील जाहीर ई-निविदा सुचना क्र.१६ करीता तृतीय मुदतवाढ संदर्भीय वर्तमानपत्रांमध्ये प्रसिध्द करणेत आली होती. सदर सुचने मधील कामास चतुर्थ मुदतवाढीबाबत CORRIGENDUM वरील दैनिक वर्तमानपत्रात प्रसिध्द करणेसाठी सोबत जोडले आहे. सदरचे CORRIGENDUM छोटया अक्षरात(छोटया Font) मध्ये प्रसिध्द करणेत यावे व प्रसिध्द झालेल्या जाहीराती इकडील कार्यालयात सादर कराव्यात.

O/C for कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक

Nashik Municipal Corporation (NMC)
Electrical – Mechanical Department

No.: M.N.Pa./Vidyut/ 32/2019 Date: 10/1/2019

Corrigendum

E-Tender Notice: 16

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Second Pre-bid/Consultation meeting Date: 16th January, 2019 12:00 PM at Rajiv Gandhi Bhawan, Nashik Municipal Corporation, Nashik.

Last date for submission of Pre-bid queries: 14th January, 2019 06:00 PM on email as per RFP.

New Last date of tender Submission: 18th January, 2019 03:00 PM

Sd/-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

Subject	**RE: queries for tender No. MAH_NAS-060-RFP-01**
From	LUCKY KINGER <lucky@microelectrons.com>
To	<ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Cc	<laxmitrading647@gmail.com>, <wagh.sandip96@gmail.com>
Date	2019-01-09 12:13

- 1504 page 15.pdf (~1.7 MB)

Dear sir,

This is reference to tender no MAH_NAS-060_RFP-01.

We would like to participate in this tender.

We are going to participate in consortium with semi govt agency Kendriya bhandar or PSU NACOF india ltd.

One of them is the leading member and M/S Micro electronics(proprietorship firm) will be the technical partner.

We are meeting all the technical and financial requirements of tender.

But as per the central govt rules EMD and PBG is exempt for semi govt agency or PSU.

You can take reference from any EESL tender. Pls find attached reference for the same.

So kindly confirm this point so we can proceed for the same

With regards

Lucky kinger

Propreitor

Microelectronics

विद्युत विभाग
आवक नं. ....KE...
दिनांक- १०/१/२०१९

Smart lighting file

10/1/2019

PTO →

Any bid not accompanied by an acceptable bid security, shall be rejected by EESL as being non-responsive and returned to the bidder without being opened. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated technically acceptable bidder.

The bid security of the successful bidder will be returned when the bidder has signed the contract agreement, and has furnished the required performance security.

Please note that:

(i) All PSUs and Govt. Department may be exempted from Tender Document Fee and EMD for all Tenders of EESL..

(ii) Following benefits will be given to Start ups and MSEs in this tender:-

All MSEs notified as per GFR 2017 clause no. 1.10.4 and as notified below shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSE must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME, indicated below:-

(a) District Industries Centers;
(b) Khadi and Village Industries Commission;
(c) Khadi and Village Industries Board;
(d) Coir Board;
(e) National Small Industries Corporation;
(f) Directorate of Handicraft and Handloom;
(g) Udyog Aadhar Memorandum issued by Ministry of MSE; or
(h) Any other body specified by the Ministry of MSME.

(iii) For claiming the above exemption for Start-ups, a valid certificate of Start-up recognised by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.

(iv) For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be 20% of the respective requirement of general bidders subject to their meeting of quality and technical specifications.

(v) It has been decided to give opportunity to Micro & Small Enterprises for up to 20% quantity of total procurement provided that participating Micro & Small Enterprises (MSEs) offered rate is in price band of L1 + 15 % (i.e. MSMEs quoting price within price band of L1+15 per cent shall be allowed to supply a portion up to 20% of total quantity bringing down their price to L1 price where L1 is non MSEs) and provided the quality maintained by MSE strictly adheres to technical specifications subject to timely delivery schedule, meeting the qualification requirement mentioned above and matching the lowest price as per terms and conditions of the proposed tender without any deviation. In case, there are more than 1 MSEs, up to 20% quantity is to be distributed based upon their respective production capacity and other relevant factors at L-1 price, if MSEs agree to match the L-1 price.

(vi) Within this 20% quantity (as defined in point (v) above), a purchase preference of four percent (that is 20% out of 20%) is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:-

(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
(b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit.
(c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(vii) Start-ups are also covered under 20% purchase preference from procurement basket of MSEs as defined in point (v) above, provided that participating Start-ups submit all the relevant [illegible] as defined in point (ii) above.

Signature ...
Subject : CN=DEEPAK MITTAL, ST=DELHI, C=IN, O=PERSONAL, OU=CONTRACTS, PROCUREMENT, OU=GENERIC, OU=EESL, OU=Limited Use, CN=deepak.mittal
User ID : deepak.mittal
Serial No : F1FA77

Subject **RE: queries for tender No. MAH_NAS-060-RFP-01**
From LUCKY KINGER <lucky@microelectrons.com>
To <ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Cc <laxmitrading647@gmail.com>, <wagh.sandip96@gmail.com>
Date 2019-01-09 12:17

Dear sir,

Pls also check proprietorship firm registered under MSME and NSIC is also qualified to participate in tender.

With regards

Lucky kinger

From: LUCKY KINGER [mailto:lucky@microelectrons.com]
Sent: Wednesday, January 09, 2019 12:13 PM
To: 'ee_electrical@nmc.gov.in' <ee_electrical@nmc.gov.in>; 'pmc@nashiksmartcity.in' <pmc@nashiksmartcity.in>
Cc: 'laxmitrading647@gmail.com' <laxmitrading647@gmail.com>; 'wagh.sandip96@gmail.com' <wagh.sandip96@gmail.com>
Subject: RE: queries for tender No. MAH_NAS-060-RFP-01

Dear sir,

This is reference to tender no MAH_NAS-060_RFP-01.

We would like to participate in this tender.

We are going to participate in consortium with semi govt agency Kendriya bhandar or PSU NACOF india ltd.

One of them is the leading member and M/S Micro electronics(proprietorship firm) will be the technical partner.

We are meeting all the technical and financial requirements of tender.

But as per the centrai govt rules EMD and PBG is exempt for semi govt agency or PSU.

You can take reference from any EESL tender. Pls find attached reference for the same.

So kindly confirm this point so we can proceed for the same

With regards

Lucky kinger

Propreitor

Microelectronics

निविदा सूचना क्र. १६ द्वितीय मुदतवाढ 0 बिड प्राप्त.

Maharashtra Tenders

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  - Bid Meeting
  - Downloaded Tenders
  - Bids Submitted Tenders
  - Tender Status
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  - Archived Clarification
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  - Publish Corrigendum
  - Published Corrigendum
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  - Tenders to be Opened
- **Bid Evaluation**
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  - Financial Evaluation
  - Short fall Documents
  - Project Tenders
  - Empanelment
  - Short Fall Documents History
- **Auction Management**
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  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	29-Dec-2018 03:00 PM	0

EE (Electrical)



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  - Publish Tender
  - Published Tenders
  - Seek Clarifications
  - Pre-bid Meeting
  - Downloaded Tenders
  - Bids Submitted Tenders
  - Tender Status
  - Archived Tenders
  - Archived Clarification
- **Corrigendum**
  - Create Corrigendum
  - Publish Corrigendum
  - Published Corrigendum
- **Bid Opening**
  - Tenders to be Opened
- **Bid Evaluation**
  - Technical Evaluation
  - Financial Evaluation
  - Short fall Documents
  - Forfeit Tenders
  - AOC/Empanelment
  - Short Fall Documents History
- **Auction Management**
  - Tender cum Auction
  - Publish Auction
  - Published Auction
  - Create Auction Corrigendum
  - Publish Auction Corrigendum
  - Published Auction Corrigendum
  - Freeze Auction
  - View Live Auction
  - View Auction History
- **Bid Management**
  - Bid History

Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No.	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	09-Jan-2019 03:00 PM	0

Version:1.09.07 10-Oct-2018 (c) 2008 Tenders NIC, All rights reserved.

Subject	**Pre Bid Queries**
From	Winwalk System Inc <winwalksystem@gmail.com>
To	<ee2electrical@nashikcorporation.in>, <ee_electrical@nmc.gov.in>
Date	2019-01-12 16:45

- Prebid Queries NMC ELED 16 2018 19.xlsx (~13 KB)

Sir,
PFA
Statement of Pre Bid Queries for necessary action.
Regards,
KK Ugale
Cell: 9021209277

Smart light file
prebid queries (KPMG) discuss
14/1/2019

PTO →

Win Walk Systems Inc						
Tender Reference No.: NMC/ELED/16/2018-19 and Mahatender tender Id: 2018_NMC_365389_1						
Pre BID Queries						
Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of RFP requiring clarification	Clarification sought	Reason for clarification / Change
1	3	3.6	25	In case of Consortium Bid, the Lead Member would also need to submit the Agreement between the Consortium members for the contract clearly indicating the segregation of scope of work of each member	In the event the Bidding Consortium is selected as the Winning Bidder, the parties to this agreement shall incorporate a project company **(Special Purpose Vehicle - SPV)** and cause the same to sign the contract.	1. ease of account operation. 2. Better understanding and coordation among the consortium members
2	3	3.21	33	Financial Bid: All taxes, charges, levies, duties, advertisement tx etc. shall be borne by the Concessionaire till the completion of the project	Taxes (GST) should be paid extra to the concesssionaire	For project viability
3	3	24.3.iii	35	The Concesssionaire (The Lead Bidder in case of Consortium) must have at least 100 Human Resources as on the last date of Bid submission.	Not required as companies also employ contract labour, as and when required.	Ease of doing business
4	3	24.3.i	36	Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 150.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	Financial capacity: should have average annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	In line with project size.

W Walk Systems Inc						
Tender Reference N NMC/ELED/16/2018-19 and Mahatender nder Id: 2018_NMC_365389_1						
Pre BID Queries						
5	3	24.3.i	36	Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 150.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	Financial Capacity: Any member or jointly all members together, in the consotrium, should have combined annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	Ease of doing business
6	3	24.5.C.4	39	The revenue shared with NMC should be exclusive of GST component. GST has to be paid by the Bidder seperately to the Tax authorities.	The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, seperately, to the Tax authorities.	NMC also earning revenue.
7	4	4.1	45	Scope of Work: Design, Finance, Supply, Installaion, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 years and 9 months with Minimum Guarantee Savings of 60%	Scope of Work: Design, Finance, Supply, Installaion, Testing, Commissioning, Monetization, Maintenance of below systems and services **for 10 / 12 years** and 9 months with Minimum Guarantee Savings of 60%	Required for Financial Viability
8	4	4.3	47	Monetization through advertisement	To be treated as a separate activity and not to be clubbed with this Tender	For project viability
9	4	4.4.3.vi	50	Concesssionaire: Project Coverage - It will also replace all the Terminal box, junction box, flexible wires from Fixture to Terminal Box / Junction box wherever required. O&M of street light conductors and underground cables will be in the scope of Concesssionaire	NMC to pay the maintenance charges seperately.	For project viability

Win Walk Systems I						
Tender Reference No.: NMC/ELED/16/2018-19 and Mahatender tender Id: 2018_N C_365389_1						
Pre BID Queries						
10	4	4.8	55	Operating hours and dimming: Although the concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicity advised by NMC through written communication.	If dimming option is to be incorporated in the system itself, additional costs are to be incurred. Hence, the dimming options should be allowed in the tender itself and not afterwards	For project viability
11	4	4.9.1.1	56	Baseline Energy Determination: As a general guidance, the average annual rate of increase of power charges of MSEDCL is 8% or at actuals	The average annual rate of increase of power charges should be 8% or actuals, whichever is higher.	For project viability
12				Payment to Concessionaire	Payments to Concessionaire to start after completion of every lot of 10,000 units.	For project viability

W Walk Systems Inc						
Tender Reference N .MC/ELED/16/2018-19 and Mahatender ider Id: 2018_NMC_365389_1						
Pre BID Queries						
10	4	4.8	55	Operating hours and dimming: Although the concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicity advised by NMC through written communication.	If dimming option is to be incorporated in the system itself, additional costs are to be incurred. Hence, the dimming options should be allowed in the tender itself and not afterwards	For project viability
11	4	4.9.1.1	56	Baseline Energy Determination: As a general guidance, the average annual rate of increase of power charges of MSEDCL is 8% or at actuals	The average annual rate of increase of power charges should be 8% or actuals, whichever is higher.	For project viability
12				Payment to Concessionaire	Payments to Concessionaire to start after completion of every lot of 10,000 units.	For project viability

Win Walk Systems						
Tender Reference No.: NMC/ELED/16/2018-19 and Mahatender tender Id: 2018_[illegible]C_365389_1						
Pre BID Queries						
5	3	24.3.i	36	Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 150.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	Financial Capacity: Any member or jointly all members together, in the consotrium, should have combined annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	Ease of doing business
6	3	24.5.C.4	39	The revenue shared with NMC should be exclusive of GST component. GST has to be paid by the Bidder seperately to the Tax authorities.	The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, seperately, to the Tax authorities.	NMC also earning revenue.
7	4	4.1	45	Scope of Work: Design, Finance, Supply, Installaion, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 years and 9 months with Minimum Guarantee Savings of 60%	Scope of Work: Design, Finance, Supply, Installaion, Testing, Commissioning, Monetization, Maintenance of below systems and services **for 10 / 12 years** and 9 months with Minimum Guarantee Savings of 60%	Required for Financial Viability
8	4	4.3	47	Monetization through advertisement	To be treated as a separate activity and not to be clubbed with this Tender	For project viability
9	4	4.4.3.vi	50	Concesssionaire: Project Coverage - It will also replace all the Terminal box, junction box, flexible wires from Fixture to Terminal Box / Junction box wherever required. O&M of street light conductors and underground cables will be in the scope of Concesssionaire	NMC to pay the maintenance charges seperately.	For project viability

सकाळ दि 9/1/2019

NASHIK MUNICIPAL CORPORATION (NMC)
ELECTRICAL - MECHANICAL DEPARTMENT

No.:M.N.Pa./Vidyut/32/2019 Date:10/01/2019

CORRIGENDUM

E-Tender Notice : 16

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID:2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for Pan City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Second Pre-bid/Consultation meeting Date: 16th January, 2019, 12:00 PM at Rajiv Gandhi Bhavan, Nashik Municipal Corporation, Nashik.

Last date for submission of Pre-bid queries: 14th January, 2019, 06:00 PM on email as per RFP.

New Last date of tender submission : 18th January, 2019, 03:00 PM.

Sd/-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation, Nashik.

जनसंपर्क/ जा.क्र./४२५/ दि. ११/०१/२०१९

पाणी अडवा, पाणी जिरवा..

प्र.जनसंपर्क अधिकारी
नाशिक महानगर पालिका, नाशिक

हैसामना दि १५/१/१९

NASHIK MUNICIPAL CORPORATION (NMC)
ELECTRICAL - MECHANICAL DEPARTMENT

No.:M.N.Pa./Vidyut/32/2019 Date:10/01/2019

CORRIGENDUM

E-Tender Notice : 16

Tender Reference Number: NMC/ELED/16/2018-19

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Sd/-
Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation, Nashik.

पाणी अडवा, पाणी जिरवा..

प्र. जनसंपर्क अधिकारी
नाशिक महानगर पालिका, नाशिक

Nashik Municipal Smart City Development Corporation Ltd.
CIN: U93090MH2016SGC285193
Registered Office: C\o Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Purandare colony, Sharanpur, Nashik – 422002
E-mail: smartcitynsk@gmail.com

Date: 16/ 01 /2019

Subject of Meeting: Second pre-bid meeting of Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Sr.	Name	Organization	Designation	Email-id	Mobile No.	Sign
1	MANIK KSHETRAPAL	Jaikumar Global P. Ltd.	CEO	manik@solutionsbymanik.com	9371781658	[signature]
2	RAJESH. H.G.	IRAM Technologies Pvt Ltd.	Div. proj.	rajesh.hg@manufech.com	9986093874	[signature]
3	ABHISHEK DAS	Tata Projects	Manager	abhishekdas@tataprojects.com	7506067471	[signature]
4	SHYAMANTA SHARMA	TATA COMMUNICATIONS	SR. MANAGER	shyamanta.sharma@tatacommunications.com	9899299045	[signature]
5	Ugale K.K.	winwalk	Partner	winwalksystem@gmail.com	9021209277	[signature]
6	T.D. Thomas	-//-	-//-	-//-	9529834484	[signature]
7	ATUL GAIKWAD	SENRA	Sr. Sales	atul.gaikwad@senraco.com	865285 9189	[signature]
8	Rupesh T. Dhinwari	Asian eco Lighting	Director	rupesh.nsk@gmail.com	9373905590	[signature]
9						
10						

Nashik Municipal Smart City Development Corporation Ltd.
CIN: U93090MH2016SGC285193
Registered Office: C\o Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Purandare colony, Sharanpur, Nashik – 422002
E-mail: smartcitynsk@gmail.com

Subject of Meeting: Second pre-bid meeting of Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

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Nashik Municipal Corporation (NMC)
Electrical – Mechanical Department

No.: M.N.Pa./Vidyut/ /2019 Date: 10/1/2019

Corrigendum

E-Tender Notice: 16

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

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Last date for submission of Pre-bid queries: 14th January, 2019 06:00 PM on email as per RFP.

New Last date of tender Submission: 18th January, 2019 03:00 PM

10/1/19

Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

10/1/2019 10/1

Nashik Municipal Corporation (NMC)
Electrical – Mechanical Department

No.: M.N.Pa./Vidyut/WS/ /2019 Date: 18/1/2019

Corrigendum-5

E-Tender Notice: 16

Tender Reference Number: NMC/ELED/16/2018-19

Mahatender Tender ID: 2018_NMC_365389_1

Name of the Tender: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Note: This corrigendum must be read with all the other corrigendum(s) released till date.

Head of Department
Electrical-Mechanical Department
Nashik Municipal Corporation

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
1	4	4.3	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	**The scope of advertisements is hereby withdrawn from the RFP and there will be no advertisement rights with the bidders anymore.**
2	Additional clause : SPV				**SPV Formation as Per Annexure- 'A' to this corrigendum.**
3	3	3.21 Submissio n of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	**The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, separately, to the Tax authorities.**
4	4	4.4 CONCESSI ONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	**The escrow account is linked with the Corporation account.** **Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly and baseline will be revised pro-rata for the interim period.**
5	4	4.9.1 Baseline Energy Consumpti on and Energy Savings for Nashik City	Page 56 of 166		**Baseline calculation is based on the number of fixtures and wattages with number of working hours as 11 for 365 days and present tariff rate of MSEDCL**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
6	4	4.10 Operation of Concessionaire	Page 57 of 166	Earthing: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	**Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement.Concessionaire needs to submit a detailed report of survey and design to NMC.NMC will verify and rectify the changes suggested by the concessionaire prior to handing over and take a Corrective compliance report duly seal signed by concessionaire and later on concessionaire needs to manage everything at his own cost for complete project duration.**
7	4	4.10 Operation of Concessionaire	Page 58 of 166	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year	**Scope of pole painting is withdrawn from concessionaire.**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
				of O&M period (so twice in Project period).	
8	5	5.1 LED Luminaire Technical Specification	Page 67 of 166	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	**High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 9W**
9	5	5.1 LED Luminaire Technical Specification	Page 67 of 166	LED chip make- CREE/OSRAM/Nichia/ seoul/ Philips Lumileds	**LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/Bridgelux**
10	7	Post-Implementation SLAs	Pg 87 of 166 of document no MAH-NAS-060-RFP-01	Uptime SLA (Monthly) Penalty Clause Uptime >= 99.5% No Deduction Uptime < 99.5% (99.5%-Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment.	**Uptime SLA (Monthly) Penalty Clause** **Uptime >= 99% No Deduction** **Uptime < 99% (99%-Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99%-95% i.e. 4% of Quarterly Payment.** **Kindly read clause 4.11. (6), it must be read as "The complaint needs to be resolved within 72 hours of lodging of complaint." Else penalty as per SLA will be applicable.**
11	3	24.3.iii	35	The Concessionaire (The Lead Bidder in case of Consortium) must have at least 100 Human Resources as on the last date of Bid submission.	**This is to clarify that 100 human resource includes payroll/contractual staff Or any other mode of engagement deemed fit by your organization.**
12	3	24.3.i	36	Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 150.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	**Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.**
13	4	4.1	45	Scope of Work: Design, Finance, Supply, Installation, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 years and 9	**On demand of the concessionaire the concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
				months with Minimum Guarantee Savings of 60%	**per the RFP based on mutual discussions after successful completion of 6 years of O&M duration**
14	4	4.9.1.1	56	Baseline Energy Determination: As a general guidance, the average annual rate of increase of power charges of MSEDCL is 8% or at actuals	**The average annual rate of increase of power charges should be 5% or at actuals, whichever is higher.**
15	2	2.2. Other Valuable Informatio n Related to Bid	22	Performance Bank Guarantee	**The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation then BG needs to be extended accordingly.** **Moreover, the PBG for O&M needs to be submitted separately amounting to Rs. 2 Cr. which needs to be extended every year till project duration needs to be extended accordingly 1 month prior to expiry.** **The PBG renewal charges need to be borne by concessionaire.**
16	Last date for submission of bids online: **18th January 2019**				**Last date for bid submission is extended to 28th January 2019 till 05:00 PM**

Annexure-'A'

Forming an SPV

Once the LOI has been issued in favour of the selected Bidder, the selected Bidder may require to form an appropriate Special Purpose Vehicle, in form of a Company under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project.

In case the Selected Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a. The lead bidder shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV for period of 5 years from the date of formation of SPV. The lead bidder shall hold minimum 26% of equity till the completion of project.

b. The shareholder agreement should be submitted along with roles & responsibilities of each member.

1. **Terms to be included in the existing clause of consortium Agreement**

a. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
b. commit the minimum equity stake to be held by each member;
c. commit that the Lead Bidder shall hold at least 51% of the paid up and subscribed equity of the SPV and the remaining shall be divided between the other Consortium Members

Note: The above intent would be amended in concession agreement and communicated with the selected bidder in due course of time.

KPMG

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik - 422001.

Date: 18th January 2019

Subject: Submission of Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City.
Ref: As per the discussion with Hon. Commissioner Sir dated 17th January 2019.

Dear Sir

We are pleased to submit Corrigendum for RFP for Smart LED Street Light Project (Pan City) in Nashik City. Corrigendum is prepared as per discussion with Electrical Department.

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
1	4	4.3	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	**The scope of advertisements is hereby withdrawn from the RFP and there will be no advertisement rights with the bidders anymore.**
2	Additional clause : SPV				**SPV Formation as Per Annexure- 'A' to this corrigendum.**

विद्युत विभाग
आवक नं. ....E.E.
दिनांक- १८/ १ /२०१९

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
3	3	3.21 Submissio n of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	**The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, separately, to the Tax authorities.**
4	4	4.4 CONCESSI ONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	**The escrow account is linked with the Corporation account.** **Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly and baseline will be revised pro-rata for the interim period.**
5	4	4.9.1 Baseline Energy Consumpti on and Energy Savings for Nashik City	Page 56 of 166		**Baseline calculation is based on the number of fixtures and wattages with number of working hours as 11 for 365 days and present tariff rate of MSEDCL**
6	4	4.10 Operation of Concessio naire	Page 57 of 166	Earthing: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	**Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement.Concession aire needs to submit a detailed report of survey and design to NMC.NMC will verify and rectify the changes suggested by the concessionaire prior to handing over and take a Corrective compliance report duly seal signed by concessionaire and later on concessionaire needs to manage everything at his own cost for complete project duration.**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
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8	5	5.1 LED Luminaire Technical Specification	Page 67 of 166	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	**High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 9W**
9	5	5.1 LED Luminaire Technical Specification	Page 67 of 166	LED chip make- CREE/OSRAM/Nichia/ seoul/ Philips Lumileds	**LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/Bridgelux**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
10	7	Post-Implementation SLAs	Pg 87 of 166 of document no MAH-NAS-060-RFP-01	Uptime SLA (Monthly) Penalty Clause Uptime >= 99.5% No Deduction Uptime < 99.5% (99.5%-Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment.	**Uptime SLA (Monthly) Penalty Clause** **Uptime >= 99% No Deduction** **Uptime < 99% (99%-Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99%-95% i.e. 4% of Quarterly Payment.** **Kindly read clause 4.11. (6), it must be read as "The complaint needs to be resolved within 72 hours of lodging of complaint." Else penalty as per SLA will be applicable.**
11	3	24.3.iii	35	The Concessionaire (The Lead Bidder in case of Consortium) must have at least 100 Human Resources as on the last date of Bid submission.	**This is to clarify that 100 human resource includes payroll/contractual staff Or any other mode of engagement deemed fit by your organization.**
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13	4	4.1	45	Scope of Work: Design, Finance, Supply, Installation, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 years and 9 months with Minimum Guarantee Savings of 60%	**On demand of the concessionaire the concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration**

Sr.	RFP Document Ref Section No.	RFP Document Ref Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Responses / Clarification
14	4	4.9.1.1	56	Baseline Energy Determination: As a general guidance, the average annual rate of increase of power charges of MSEDCL is 8% or at actuals	**The average annual rate of increase of power charges should be 5% or at actuals, whichever is higher.**
15	2	2.2. Other Valuable Informatio n Related to Bid	22	Performance Bank Guarantee	**The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation then BG needs to be extended accordingly.** **Moreover, the PBG for O&M needs to be submitted separately amounting to Rs. 2 Cr. which needs to be extended every year till project duration needs to be extended accordingly 1 month prior to expiry.** **The PBG renewal charges need to be borne by concessionaire.**
16	Last date for submission of bids online: **18th January 2019**				**Last date for bid submission is extended to 28th January 2019 till 05:00 PM**

With regards

Harshad Dhande 18/1/19

Harshad Dhande

Project Director,

KPMG

Disclaimer and Notice to Reader:

1 This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').

2 In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.

Annexure-'A'

Forming an SPV

Once the LOI has been issued in favour of the selected Bidder, the selected Bidder may require to form an appropriate Special Purpose Vehicle, in form of a Company under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project.

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a. The lead bidder shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV for period of 5 years from the date of formation of SPV. The lead bidder shall hold minimum 26% of equity till the completion of project.

b. The shareholder agreement should be submitted along with roles & responsibilities of each member.

1. **Terms to be included in the existing clause of consortium Agreement**

a. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
b. commit the minimum equity stake to be held by each member;
c. commit that the Lead Bidder shall hold at least 51% of the paid up and subscribed equity of the SPV and the remaining shall be divided between the other Consortium Members

Note: The above intent would be amended in concession agreement and communicated with the selected bidder in due course of time.

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
1	Section -IV	4.3	47	The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.	Request for removal of this clause . : The additional burden of creating advertisement infrastructure will make the project non feasible - Also usage of regular / digital flexes will impact the energy savings envisaged for this project .	**The scope of advertisements is hereby withdrawn from the RFP and there will be no advertisement rights with the bidders anymore.**
2	Section -IV	4.4	50	Parameters for Evaluation of Financial bids :: 1 . Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 . Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 . Percentage share of revenue generated from advertisement on street light poles	The concessionaire will quote the guranteed energy savings in % from retrofitting of street light fixtures and the percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by concessionaire only	**RFP conditions prevail**
3				Addition of clause : SPV	The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the "Companies Act 2013" for entering into a Contract with and for performing all its obligations as the Developer in terms of the Contract for the Project	**SPV Formattion as per Annexure 'A'of this corrigendum**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
4	Section -III	3.13	28	For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik. Scanned copy of DD/FDR should be uploaded on website with tender documents. Original Copy of EMD in form of Demand Draft/ FDR must be SUBMITTED IN Envelope (Hard copy) on or before due date and time of Tender at office of Executive Engineer, Electrical Department, NMC, Nashik.Any Bid not accompanied with EMD in form of Demand Draft/ FDR shall be rejected.	For Earnest Money deposit (EMD) submission : Bank Guarantee from any nationalised bank having its branch at Nashik for the entire EMD amount should be allowed . Original copy of the Bank Guarantee should be submitted along with the bid before due date and time of tender at the office of Executive Engineer , Electrical Department , NMC , Nashik .	**RFP conditions prevail**
5	Section: III - Instructions to Concessionaires	3.21 Submissin of Bids	Page 33 of 166	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.	All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the NMC till the completion of the Project.	**The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, seperately, to the Tax authorities.**
6	Section: III - Instructions to Concessionaires	3.24.3 Envelope B: Technical Evaluation and Demonstration	Page 38 of 166	No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per decision by NMC	Sites selected by NMC for measurment of LUX Levels should be with respect to Road Classification as per NCL standard SP 72 and in line with Pole arrangement as per NLC Standard SP 30.	**RFP conditions prevail**
7	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"	This exercise is required to be conducted on a minimum lamp count of 10000 Nos. spread over different road classifications. The minimum guaranteed savings is the average achieved energy saving of all lamp quantity and cannot be demonstrated over small lamp quantity of any one particular road classification. All such projects are done in two phases. The first phase is to demonstrate the minimum guaranteed savings with reference to baseline audit and if successful, a GO AHEAD can be given by NMC for balance street lights. This is required to be done at the risk & cost of Concessionaire.	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
8	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 166	The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.	The monthly invoice raised by the ESCO Company will be of its share of Energy saving along with O & M for that month. NMC will retain its share of value of saved energy. There is No need of NMC to raise invoice on ESCO of its share of savings.	**Refer sr. no. 5**
9	Section: III - Instructions to Concessionaires	3.24.5 Envelope C: Finencial Bid Evaluation	Page 39 of 167	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)	2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then bidder sharing will be considered on higher saving percentage. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee).	**RFP conditions prevail**
10	Section: IV – Scope of Work	4.1.3 Implementation	Page 46 of 166	The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.	-The bidder's responsibility is limited on items suppiled and installed by him in the project against which Capital expenditure has been incurred. Providing Power, other infrastructure is the responsibility of NMC. Bidder cannot be held responsible for non-performance due to infrastructural defects like cable faults, damaged poles, damaged cables, MCBs & Switchgear, non-availibility of Power etc. as these items are owned by NMC.	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
11	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Parameters for Evaluation of Financial bids: 1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles	In financial BID Evaluatation you have mentioned only following two parameter for bid evaluatation. Generation of funds from Advertising is not the core strength of any ESCO Company. Advertising revenew may be deleted from this project and NMC can enjoy 100% such other revenews. 1. Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2. Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; Third criteria to be deleted.-	**Refer sr. no.1**
12	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 50 of 166	Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles (tentative location proposed). It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables will be in the scope of CONCESSIONAIRE.	For Brackets, terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables NMC should pay for this material as per CSR(Common schedule of rates).	**RFP conditions prevail**
13	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 51 of 166	Payment security: Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;	To which account does this ESCROW account will be linked?	**The escrow account is linked with the Corporation account.** **Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly and baseline will be revised pro-rata for the interim period.**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
14	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	Provisions relating to escrow account, if any: Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same.	Interest of 1.5%/month for delayed payment should be paid by NMC.	**RFP conditions prevail**
15	Section: IV – Scope of Work	4.4 CONCESSIONAIRE Project Structure	Page 52 of 166	The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC.	all clauses related to Advertisement revenue to be deleted.	**Refer sr. no.1**
16	Section: IV – Scope of Work	4.5 Proposed responsibility of CONCESSIONAIRE under the project.	Page 53 of 166	Key responsibilities: 3. O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;	Please clarify what replacement requirment during tenure of project? Who will bear the cost?	**RFP conditions prevail**
17	Section: IV – Scope of Work	4.7 LUX Level Measurments	Page 55 of 166	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations which is having street light arrangment as per NLC by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
18	Section: IV – Scope of Work	4.9.1 Baseline Energy Consumption and Energy Savings for Nashik City	Page 56 of 166	-	Baseline audit should be done by the third pirty. With one representative of NMC, one representative of bidder and one representative of third pirty auditor.	**Baseline calculation is based on the number of fixtures and wattages with number of working hours as 11 for 365 days and present tariff rate of MSEDCL**
19	-	-	-	-	For O&M of lamps NMC should pay Rs. 700/lamp/month.	**RFP conditions prevail**
20	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 56 of 166	Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.	NMC should provide all permits for working on their site.	**RFP conditions prevail**
21	Section: IV – Scope of Work	4.8. Operating hours and dimming	Page 55 of 166	The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication. Also the additional saving on account of such additional dimming will be shared with the Concessionaire and will be considered in the calculations towards energy savings and subsequent revenue sharing's. The Dimming is allowed only between 11:00 PM to 5:00 AM. Maximum Dimming Percentage will be above as per NLC guidelines, which will be decided as per site conditions.	-For provision of dimming Option, additional capital cost needs to be incurred by the bidder. This additional cost can only be recovered if dimming is permitted by NMC with predefined timings of Full illumination and illumination through dimming. NMC will have to share such additional savings arising out of dimming to bring financial feasibility to the project.	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
22	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Service Wire: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. Service wire will be paid as per CSR. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	**RFP conditions prevail**
23	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.	Bracket/Arm/Clamps: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and this will be paid as per CSR.	**RFP conditions prevail**
24	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 57 of 166	Earthing: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	Earthing: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire will get paid according to CSR, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	**Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement.** **Concessionaire needs to submit a detailed report of survey and design to NMC.** **NMC will verify and rectify the changes suggested by the concessionaire prior to handing over and take a Corrective compliance report duly seal signed by concessionaire and later on concessionaire needs to manage everything at his own cost for complete project duration.**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
25	Section: IV – Scope of Work	4.10 Operation of Concessionaire	Page 58 of 166	The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).	According to asset deficiency report and anticipated expenditure for replacement after approval of NMC. NMC will arrange to pay upfront to the vendor for this additional work requiring additional capital expenditure. Bidder will have to paint poles twice the project duration. How this will get paid?	**scope of pole painting is withdrawn from concessionaire.**
26	Section: IV – Scope of Work	4.12 Assessment of lighting load.	Page 61 of 166	During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point.	-	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
27	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 9W	**High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 9W**
28	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/Bridgelux	**LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/Bridgelux**
29	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Color temperature of the luminaire should be 5700K (±5%)(Super-white)	Color temperature of the luminaire should be 5500K - 6500K (±5%)(Super-white)	**RFP conditions prevail**
30	Section: V – Functional & Technical Specification	5.1 LED Luminaire Technical Specification	Page 67 of 166	Total Harmonic Distortion: < 10% THD - Test Method IEC:610003-2	Total Harmonic Distortion: < 15% THD - Test Method IEC:610003-2 for lamp rating above 30 watt. For below 30 watt, THD will be less than 15%.	**RFP conditions prevail**
31	Section No IV	4.1.2.2	Pg 46 of 166 of document no MAH-NAS-060-RFP-01	The LED luminaries shall have the maximum coverage area on ground. The Concessionaire shall get approval for a sample of the replacement LED luminaries from NMC before procurement/ implementation of the project work in this regard.	To substantiate this we request you to please share the road & installation details to come up with right optic luminaire with good throw & spread.	**RFP conditions prevail**
32	Section No IV	4.4 Project Coverage	Pg 50 of 166 of document no MAH-NAS-060-RFP-01	Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs.	Infra cost to be given upfront as infrastructure upgradation will be not be possible from energy savings.	**RFP conditions prevail**
33	Section No IV	4.4 Project Coverage	Pg 50,51 of 166 of document no MAH-NAS-060-RFP-01	It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and underground cables will be in the scope of CONCESSIONAIRE	Request you to remove the same from the scope, O&M of streetlight conductors & underground cable will not be possible	**RFP conditions prevail**
34	Section No IV	4.4 Minimum standards of Operation and Maintenance	Pg 51 of 166 of document no MAH-NAS-060-RFP-01	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.	Pl. share the list of road & their installation details to deliver the expectations. Also need confirmation if the current installation is as per NLC	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
35	Section No IV	4.7. Lux Level Measurements	Pg 55 of 166 of document no MAH-NAS-060-RFP-01	Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement.	We request you to share standard road & installation details on which these measurement for submission in the tender and measurement to be done as per that only ,as doing randomly in city this may not be the right approach as the installed base will have varied installation parameters	**RFP conditions prevail**
36	Section No IV	4.9 Operations of Concessionaire	Pg 56 of 166 of document no MAH-NAS-060-RFP-01	Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.	We would need help from Nashik Smart City to facilitate in getting these approvals / permits	**RFP conditions prevail**
37	Section No IV	7. Service Wire:	Pg 57 of 166 of document no MAH-NAS-060-RFP-01	: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features i. Diameter of 10 sq.mm., ii. PVC insulated iii. 4-core Aluminum wire. iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable	Cant be done with the energy savings , we request you to please pay this amount upfront to make this proposition viable.	**RFP conditions prevail**
38	Section No IV	9 . Bracket/Arm/Clamps:	Pg 57 of 166 of document no MAH-NAS-060-RFP-01	In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable	We request you to pay the amounts for infrastructural upgradation cost upfront	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
39	Section No IV	13. Earthing:	Pg 57 of 166 of document no MAH-NAS-060-RFP-01	The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.	We request you to pay the amounts for infrastructural upgradation cost upfront	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
40	Section No VII	Post-Implementation SLAs	Pg 87 of 166 of document no MAH-NAS-060-RFP-01	Uptime SLA (Monthly) Penalty Clause Uptime >= 99.5% No Deduction Uptime < 99.5% (99.5%- Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment.	Request you to consider the following proposal The Concessionaire shall ensure 95% quarterly average uptime of the lighting installation. Any defect in the LED system and Lighting Control & Management system shall be rectified within 48 hours of notification of such defect. Any lapse in the quarterly average uptime and in the defect resolution service level shall be subject penalty per following calculation: Quarterly Uptime Penalty • 95% and above Nil • 90 to 95% 1 X energy tariff X cumulative kW of defective lums less than 95% X Time taken by concessionaire to bring the installation upto 95% • <90% 2 X energy tariff X cumulative kW of defective lums less than 95% X Time taken by concessionaire to bring the installation upto 95% Default in 48 hrs SLA Resolution time Penalty • <48 hrs Nil • >48 hrs 2 x energy tariff X cumulative kW of defective luminaires X time beyond 48 hrs for resolution However, the concessionaire should be allowed a maximum of 7 days to rectify any deficiency in performance due to fault in software or server or communication network signal.	**Uptime SLA (Monthly) Penalty Clause** **Uptime >= 99% No Deduction** **Uptime < 99% (99%- Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99%-95% i.e. 4% of Quarterly Payment.** **Kindly read clause 4.11. (6), it must be read as "The complaint needs to be resolved within 72 hours of lodging of complaint." Elsepenalty as per SLA will be applicable.**
41	3	3.6	25	In case of Consortium Bid, the Lead Member would also need to submit the Agreement between the Consortium members for the contract clearly indicating the segregation of scope of work of each member	In the event the Bidding Consortium is selected as the Winning Bidder, the parties to this agreement shall incorporate a project company **(Special Purpose Vehicle - SPV)** and cause the same to sign the contract.	**refer sr. no.3**
42	3	3.21	33	Financial Bid: All taxes, charges, levies, duties, advertisement tx etc. shall be borne by the Concessionaire till the completio project	Taxes (GST) should be paid extra to the concesssionaire	**Refer sr. no. 5**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
43	3	24.3.iii	35	The Concesssionaire (The Lead Bidder in case of Consortium) must have at least 100 Human Resources as on the last date of Bid submission.	Not required as companies also employ contract labour, as and when required.	**to clarify that 100 human resource includes payroll/contractual staff Or any other mode of engagement deemed fit by your organization.**
44	3	24.3.i	36	Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 150.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	Financial capacity: should have average annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	**Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.**
45	3	24.3.i	36	Financial capacity: The concessionaire (Lead member in case of consortium) should have average annual turnover of Rs. 150.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	Financial Capacity: Any member or jointly all members together, in the consotrium, should have combined annual turnover of Rs. 100.00 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17.	**Refer sr. no. 44**
46	3	24.5.C.4	39	The revenue shared with NMC should be exclusive of GST component. GST has to be paid by the Bidder seperately to the Tax authorities.	The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, seperately, to the Tax authorities.	**Refer sr. no. 5**
47	4	4.1	45	Scope of Work: Design, Finance, Supply, Installaion, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 years and 9 months with Minimum Guarantee Savings of 60%	Scope of Work: Design, Finance, Supply, Installaion, Testing, Commissioning, Monetization, Maintenance of below systems and services **for 10 / 12 years** and 9 months with Minimum Guarantee Savings of 60%	**On demand of the concessionaire the concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration**
48	4	4.3	47	Monetization through advertisement	To be treated as a separate activity and not to be clubbed with this Tender	**Refer sr. no. 1**
49	4	4.4.3.vi	50	Concesssionaire: Project Coverage - It will also replace all the Terminal box, junction box, flexible wires from Fixture to Terminal Box / Junction box wherever required. O&M of street light conductors and underground cables will be in the scope of Concesssionaire	NMC to pay the maintenance charges seperately.	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
50	4	4.8	55	Operating hours and dimming: Although the concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicity advised by NMC through written communication.	If dimming option is to be incorporated in the system itself, additional costs are to be incurred. Hence, the dimming options should be allowed in the tender itself and not afterwards	**RFP conditions prevail**
51	4	4.9.1.1	56	Baseline Energy Determination: As a general guidance, the average annual rate of increase of power charges of MSEDCL is 8% or at actuals	The average annual rate of increase of power charges should be 8% or actuals, whichever is higher.	**The average annual rate of increase of power charges should be 5% or at actuals, whichever is higher.**
52				Payment to Concessionaire	Payments to Concessionaire to start after completion of every lot of 10,000 units.	**Refer Sr. No. 13**
53				Energy saving payment to ESCO	Instead of ESCO model, please change it to Annuity (fixed EMI) based model with an escalation of 5% per annum on account of power tariff	**RFP conditions prevail**
54				New clause proposed	Please include LED maintenance cost of Rs. 350 per light per year with an escalation of 5% every year	**RFP conditions prevail**
55				New clause proposed	Payment Security clause is requested to be added such as linking of revenue account with ESCROW account	**Plese refer RFP clauses related with Escrow agreement**
56				Performance Bank Guarantee	Please reduce PBG amount to Rs. 1.00 cr and release this after installation is complete	**The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation then BG needs to be extended accordingly.** **Moreover, the PBG for O&M needs to be submitted seperately amounting to Rs. 2 Cr. which needs to be extended every year till project duration needs to be extended accordingly 1 month prior to expiry.** **the PBG renewal charges need to be borne by concessionaire.**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
63	Section-III	3.24.3	36	i) The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	The Concessionaire (The lead bidder or any member of the consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014- 15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	**RFP conditions prevail**
64	Section-III	3.24.3	36	ii) The Concessionaire (Lead member in case of Consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) as on 31st March, 2017, duly certified by Auditor / Chartered Accountant The net worth will be calculated as: Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)	ii) The Concessionaire (The lead bidder or any member of the consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) as on 31st March, 2017, duly certified by Auditor / Chartered Accountant The net worth will be calculated as: Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)	**RFP conditions prevail**

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought	Responses of PMC
61	Section-III	3.24.3	35	i) The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.	The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.Certificate of incorporation or registration of the organization to be provided.	**RFP conditions prevail**
62	Section-III	3.24.3	35	iii) The Concessionaire (The Lead bidder in case of Consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.	The Concessionaire (The lead bidder or any member of the consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.	**Refer Sr. No. 43**

टेलीकम्युनिकेशन्स कंसलटेंट्स इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Telecommunications Consultants India Limited
(A Government of India Enterprise)

आई एस / आई एस ओ
IS/ISO 9001-2008

प्रभाग
DIVISION

टी. सी. आई .एल. भवन, ग्रेटर कैलाश-I,
नई दिल्ली-110048

TCIL Bhawan, Greater Kailash - I,
New Delhi-110 048

CIN : U74999DL1978GOI008911

Dated: 24th January, 2019

To,

Head of Department

Electrical-Mechanical Department

Nashik Municipal Corporation

Reference: "Request for Proposal for Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis"

Subject: Request for extension of above tender.

Sir,

This is with reference to above tender opportunity. We are very keen to submit our techno-competitive proposal so as to offer our best services for the same. This being a very big opportunity, so it requires large size of documentation work which is a time consuming process.

On the occasion of the 26th January, all the offices will remain closed on the weekend. So effective time to work on the bid, will be very less.

Therefore, we request you to extend the present due date by at least 15 days.

Assuring our best of services, always.

Thanks and Regards,

24/01/19

(Saurav Raj)
AGM (S&TC)

श्री कोकाले
Smart light file
25/01/2019

Subject **TCIL Request Letter_Bid submission extension - "Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on PPP basis for PAN City area under Nashik City**

From SAURAV RAJ <saurav.raj@tcil-india.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>

Cc SANJEEVA GOYAL <sanjeeva@tcil-india.com>

Date 2019-01-24 18:07

- Extension Request_TCIL_24.01.19.pdf (~610 KB)

Dear Sir,

Kindly find attached TCIL letter as per the mentioned subject for your kind consideration.

Regards
Saurav Raj
AGM (S&TC)

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eSmart Energy Solutions Private Limited
(Formerly Shah Investments, Financials, Developments & Consultants Private Limited)
68/1 & 68/2, MIDC, Satpur, Nashik - 422 007 (Maharashtra). Ph. : 0253-2351611-12
Web : www.esmartlighting.com Email : info@esmartlighting.com
CIN NO. U31908MH1979PTC021940

EESL/LED_NSK/240119 Date : 24th January 2019

The Municipal Commissioner,
Nashik Municipal Corporation,
Nashik.

Subject : Tender reference number : NMC/ELED/16/2018-19
Tender ID : 2018_NMC_365389_1
Corrigendum : 5

Respected Sir,

We thank you for the amendment and we will like to study the same and talk to our bankers to submit the same. We need 15 days extension, so we can submit to you by 15th February, 2019. We request you to extend the same.

Looking forward to working with you.

Thanking you,

Yours truly,

For eSmart Energy Solutions Ltd.,

Suresh H. Shah
Chairman

eSmart Energy Solutions Pvt Ltd

Mr Bhosale
Surant light fix
25/1/2019

Subject	**Tender ID : 2018_NMC_365389_1 /Corrigendum 5**
From	Ganesh Thenge <ganeshthenge@esmartlighting.com>
To	<ee_electrical@nmc.gov.in>, <pmc@nashiksmartcity.in>
Cc	'ESmart Energy Suresh Shah' <shs.ael@gmail.com>, 'Nandu Somavanshi' <nbsomvanshi@yahoo.co.in>, <ap.rai@esmartlighting.com>
Date	2019-01-24 12:37

- NMC letter.pdf (~563 KB)

Dear Sirs,

Request letter with respect to the subject mentioned.

Pl. acknowledge the same, also we will be submitting the hard copy of the same.

Regards
Ganesh K.Thenge
AGM (Design & Development)
eSmart Energy Solutions Pvt.Ltd.
Plot No.68/1, M.I.D.C. Satpur,Nasik- 422007,
Maharashtra, India
M:9422453692 | T:0253-2351611,2351612
e-mail- ganeshthenge@esmartlighting.com
Skype : ganesh.thenge1
"Smartness Redefined for Efficiency"
"Print, only if required"....

Subject **Extension request - Smart LED street light tender**

From Manik Kshetrapal <manik@solutionsbymanik.com>

To <rvgame@gmail.com>, 'Project Coordinator' <pmc@nashiksmartcity.in>, 'Patjoshi, Amit' <amitpatjoshi@kpmg.com>, 'Jain, Abhishek' <abhishekjain24@kpmg.com>, 'Dhande, Harshad' <harshaddhande@kpmg.com>

Cc 'IN-FM Nashik Smart City KPMG PMU' <in-fmnsckpmgpmu@kpmg.com>, 'swapnildeshmukh' <swapnildeshmukh@kpmg.com>, <se.wsd.nmc@gmail.com>, 'PRAKASH THAVIL' <ceo@nashiksmartcity.in>, <ee2electrical@nashikcorporation.in>, <ee_electrical@nmc.gov.in>, <talentpool@bashdaddy.com>

Date 2019-01-25 11:54

Dear Sir,

As conveyed earlier during our meetings, we are interested in submitting a bid for subject project.

We would like to bid as a consortium. Collating documents and arranging the EMD DD is taking some time and we will not be in a position to bid by 28th January, time allotted.

May we request a 7-day extension for submitting bid, kindly oblige. We assure to submit the bid should our extension request is honored.

Thanks and regards,

Manik Jaikumaar Kshetrapal
Founder & CEO

JAIKUMAR GLOBAL PRIVATE LIMITED
(CIN : U74999PN2016PTC167405)

G 16, Karan Greens, Mumbai-Bangalore Highway,
Warje, PUNE 411 058 (India)

Mobile: 00+91+93717 81658
Phone: 00+91+78757 99699

LinkedIn : **https://in.linkedin.com/in/manik-kshetrapal-5a60b167**
Skype : **manik.kshetrapal**

Email : **manik@solutionsbymanik.com**
Websites : **www.solutionsbymanik.com** / **www.bashdaddy.com**

Smart lighting file
25/01/2019

From: Manik Kshetrapal [mailto:manik@solutionsbymanik.com]
Sent: Tuesday, January 22, 2019 10:26 AM
To: 'Project Coordinator'; 'Patjoshi, Amit'; 'Jain, Abhishek'; 'Dhande, Harshad'
Cc: 'IN-FM Nashik Smart City KPMG PMU'; 'swapnildeshmukh'; 'se.wsd.nmc@gmail.com'; 'PRAKASH THAVIL';

'ee2electrical@nashikcorporation.in'; 'ee_electrical@nmc.gov.in'; 'rvgame@gmail.com'; 'talentpool@bashdaddy.com'
Subject: RE: Corrigendum released for Smart LED street light tender

Dear All,

Thank you very much for addressing our concerns and queries on subject tender.

We have agreed & accepted most of the clarifications given. I had a discussion thereafter & the prospective investing company is requesting only a couple of amendments attached here. May we request you to consider and oblige.

We would also request you to send explanations by way of an example / clarifications to a couple of points discussed.

Looking forward to healthy participation,

Thanks and regards,

Manik Jaikumaar Kshetrapal
Founder & CEO

JAIKUMAR GLOBAL PRIVATE LIMITED
(CIN : U74999PN2016PTC167405)

G 16, Karan Greens, Mumbai-Bangalore Highway,
Warje, PUNE 411 058 (India)

Mobile: 00+91+93717 81658
Phone: 00+91+78757 99699

LinkedIn : **https://in.linkedin.com/in/manik-kshetrapal-5a60b167**
Skype : **manik.kshetrapal**

Email : **manik@solutionsbymanik.com**
Websites : **www.solutionsbymanik.com** / **www.bashdaddy.com**

Subject **RE: Queries from Tata Projects Limited for 2nd Pre Bid Call at Nashik for E Tender no. NMC/ELED /16/2017-18**

From Abhishek Das <abhishekdas@tataprojects.com>

To pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>

Cc ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, ee2electrical@nashikcorporation.in <ee2electrical@nashikcorporation.in>, Amol Nisal <amolnisal@tataprojects.com>

Date 2019-01-16 17:59

- Pre Bid discussion dated 16 01 19 at Nashik - Queries from TPL 1.0.xlsx (~13 KB)

Dear Sir

Please find attached the final list of pre bid queries for Etender/NMC/ELED/16/2017-18

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

From: Abhishek Das
Sent: 15 January 2019 20:13
To: 'pmc@nashiksmartcity.in' <pmc@nashiksmartcity.in>
Cc: 'ee_electrical@nmc.gov.in' <ee_electrical@nmc.gov.in>; 'ee2electrical@nashikcorporation.in' <ee2electrical@nashikcorporation.in>; Amol Nisal <amolnisal@tataprojects.com>
Subject: Queries from Tata Projects Limited for 2nd Pre Bid Call at Nashik for E Tender no. NMC/ELED /16/2017-18

Dear Sir

With ref to the above mentioned subject , our queries are shared in MS- Excel format for your kind attention .

We look forward to your positive response on the attached queries

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

Smart Lighting file
13/01/2019

Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient,

Queries in the e mail

Subject	**Pre Bid Queries**
From	Winwalk System Inc <winwalksystem@gmail.com>
To	<ee2electrical@nashikcorporation.in>, <ee_electrical@nmc.gov.in>
Cc	<harshaddhande@kpmg.com>
Date	2019-01-16 17:07

- Pre BID Queries-2.xlsx (~9 KB)

Sir,
PFA
Statement of Pre Bid Queries for necessary action.
Regards,
KK Ugale
Cell: 9021209277

PTO →

Win Walk Systems Inc						
Tender Reference No.: NMC/ELED/16/2018-19 and Mahatender tender Id: 2018_NMC_365389_1						
Pre BID Queries						
Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of RFP requiring clarification	Clarification sought	Reason for clarification / Change
12	5	5.1	67	LED Luminaire Technical Specification :-i. High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	LED's any Wattage should be allowed.	For Design Purpose.

Subject **Query of street light work**
From REWARD LED STUDIO <laxmitrading647@gmail.com>
To <ee_electrical@nmc.gov.in>
Date 2019-01-16 16:30

Dear sir,

We have query regarding advertisement right for 10000 pole in nashik.

What min amount we have to pay to NMC?

With regards

Lucky kinger

Subject **RE: Pre-bid queries format**
From Manik Kshetrapal <manik@solutionsbymanik.com>
To 'Jain, Abhishek' <abhishekjain24@kpmg.com>
Cc <pmc@nashiksmartcity.in>, <ee2electrical@nashikcorporation.in>, <ee_electrical@nmc.gov.in>, <ee2electrical.nmc@gmail.com>, 'Dhande, Harshad' <harshaddhande@kpmg.com>, 'Deshmukh, Swapnil' <swapnildeshmukh@kpmg.com>, 'Patjoshi, Amit' <amitpatjoshi@kpmg.com>, <talentpool@bashdaddy.com>
Date 2019-01-16 15:06

- prebid requests.xls (~26 KB)

Dear Sir,

Attached please find our queries / requests

Thanks and regards,

Manik Jaikumaar Kshetrapal
Founder & CEO

JAIKUMAR GLOBAL PRIVATE LIMITED
(CIN : U74999PN2016PTC167405)

G 16, Karan Greens, Mumbai-Bangalore Highway,
Warje, PUNE 411 058 (India)

Mobile: 00+91+93717 81658
Phone: 00+91+78757 99699

LinkedIn : **https://in.linkedin.com/in/manik-kshetrapal-5a60b167**
Skype : **manik.kshetrapal**

Email : **manik@solutionsbymanik.com**
Websites : **www.solutionsbymanik.com** / **www.bashdaddy.com**

From: Jain, Abhishek [mailto:abhishekjain24@kpmg.com]
Sent: Wednesday, January 16, 2019 12:04 PM
To: manik@solutionsbymanik.com
Cc: pmc@nashiksmartcity.in; ee2electrical@nashikcorporation.in; ee_electrical@nmc.gov.in; ee2electrical.nmc@gmail.com; Dhande, Harshad; Deshmukh, Swapnil; Patjoshi, Amit
Subject: Pre-bid queries format

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought

Thanks and Regards
Abhishek Jain Sr.Consultant Infrastructure, Government and Healthcare (IGH)
KPMG Advisory Services Private Limited
Mobile: +91 9893523962

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PTO →

Bidder : Jaikumar Global Private Limited, Pune

Sl No.	RFP Document Reference Section No.	RFP Document Reference Clause No.	RFP Document Ref Page No.	Content of the RFP requiring clarification / amendments or addition of new clause	Clarification / Amendments sought
1				Energy saving payment to ESCO	Instead of ESCO model, please change it to Annuity (fixed EMI) based model with an escalation of 5% per annum on account of power tariff
2				New clause proposed	Please include LED maintenance cost of Rs. 350 per light per year with an escalation of 5% every year
3				New clause proposed	Payment Security clause is requested to be added such as linking of revenue account with ESCROW account
4				Performance Bank Guarantee	Please reduce PBG amount to Rs. 1.00 cr and release this after installation is complete

Remarks **We have not included other queries raised by other bidders**

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/विद्युत/वशि/ EE /२०१९
दिनांक :- १८/ १ /२०१९
NMC/ELECMECH/OWL/2019/20

प्रति,
जनसंपर्क अधिकारी,
नाशिक महानगरपालिका,नाशिक.

विषय :- विद्युत विभाग ई-निविदा सुचना क्र.१६ (सन-२०१८-१९) मधील कामास मुदतवाढ प्रसिध्द करणेबाबत.

संदर्भ :- १) दै.फ्री-प्रेस दि.१२/०१/२०१९ (चतुर्थ मुदतवाढ)
२) दै.सकाळ दि.१२/०१/२०१९ (चतुर्थ मुदतवाढ)
३) दै.सामना दि. १२/०१/२०१९ (चतुर्थ मुदतवाढ)
४) दै.प्रात:काल दि. १२/०१/२०१९ (चतुर्थ मुदतवाढ)

विद्युत विभागाकडील जाहीर ई-निविदा सुचना क्र.१६ करीता चतुर्थ मुदतवाढ संदर्भीय वर्तमानपत्रांमध्ये प्रसिध्द करणेत आली होती. सदर सुचने मधील कामास पांचवी मुदतवाढ व CORRIGENDUM वरील दैनिक वर्तमानपत्रात प्रसिध्द करणेसाठी सोबत जोडले आहे. सदरचे मुदतवाढ व CORRIGENDUM छोटया अक्षरात(छोटया Font) मध्ये प्रसिध्द करणेत यावे व प्रसिध्द झालेल्या जाहीराती इकडील कार्यालयात सादर कराव्यात.

जनसंपर्क विभाग : 18/1/19

लेखा विभाग : 18/1/19

18/01/2019
कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक

Smart
LED Lighting Solutions

eSmart Energy Solutions Private Limited
(Formerly Shah Investments, Financials, Developments & Consultants Private Limited)
68/1 & 68/2, MIDC, Satpur, Nashik - 422 007 (Maharashtra). Ph. : 0253-2351611-12
Web : www.esmartlighting.com Email : info@esmartlighting.com
CIN NO. U31908MH1979PTC021940

EESL/LED_NSK/240119 Date : 24th January 2019

The Municipal Commissioner,
Nashik Municipal Corporation,
Nashik.

Subject : Tender reference number : NMC/ELED/16/2018-19
Tender ID : 2018_NMC_365389_1
Corrigendum : 5

Respected Sir,

We thank you for the amendment and we will like to study the same and talk to our bankers to submit the same. We need 15 days extension, so we can submit to you by 15th February, 2019. We request you to extend the same.

Looking forward to working with you.

Thanking you,

Yours truly,

For eSmart Energy Solutions Ltd.,

Suresh H. Shah
Chairman

eSmart Energy Solutions Pvt. Ltd.

विद्युत विभाग
आवक नं. ...930....
दिनांक- 25/1/2019
1.35

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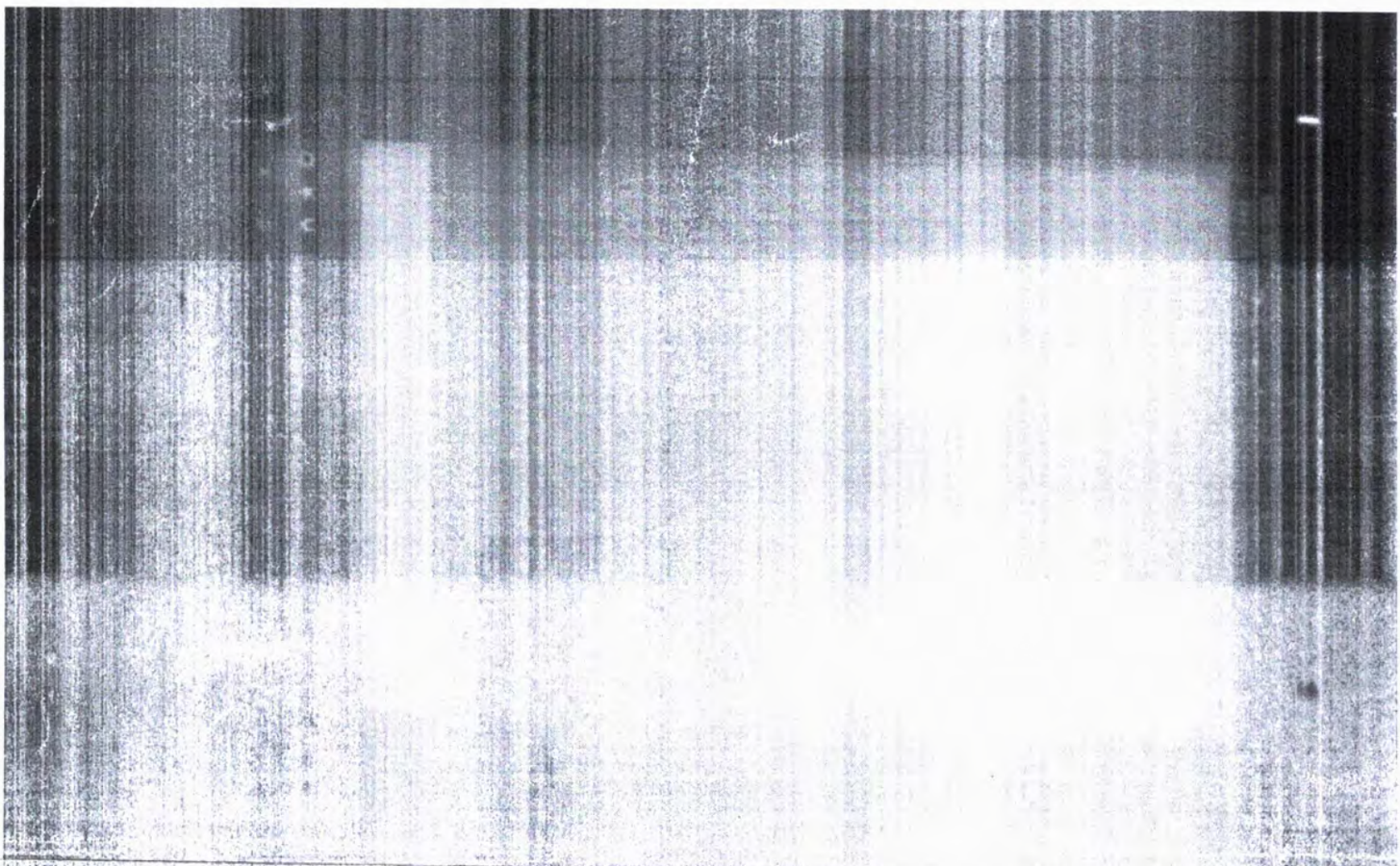

NASHIK MUNICIPAL CORPORATION, NASHIK
ELECTRICAL DEPARTMENT
CORRIGENDUM
E-TENDER NOTICE NO.16 (2018-19)

Name of work : Request for proposal for selection of concessionaire for implementing smart LED street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.

Date extention for sale and submission up to 30/01/2019 - 17:00 Hrs.
Visit **https://mahatenders.gov.in** for details.

-Sd-
Head of the department
Electrical-Mechanical Department
Nashik Municipal corporation,Nashik.

Maharashtra Tenders

eProcurement System Government of Maharashtra

Published Corrigendum Details

Date : 29-Jan-2019 11:57 AM

Print

Organisation Chain :	Nashik Municipal Corporation||Electric Department
Tender ID :	2018_NMC_365389_1
Tender Ref No :	NMC/ELED/16/2017-18
Tender Title :	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design
Corrigendum Type :	Date

Corrigendum:6

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
DateExt	DateExt	28-Jan-2019 07:15 PM	scanDate0001.pdf	266.4

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	31-Jan-2019 05:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	30-Jan-2019 05:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	30-Jan-2019 05:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Corrigendum:5

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Corrigendum5	Corrigendum5	18-Jan-2019 04:34 PM	Corrigendum5.pdf	282.07

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	29-Jan-2019 05:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	28-Jan-2019 05:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	28-Jan-2019 05:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Corrigendum:4

Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
DateExetension	DateExetension	09-Jan-2019 11:48 AM	DateExtension.pdf	273.66

Critical Dates

Publish Date	23-Oct-2018 06:55 PM	**Bid Opening Date**	19-Jan-2019 03:00 PM
Document Download/Sale Start Date	23-Oct-2018 06:55 PM	**Document Download/Sale End Date**	18-Jan-2019 03:00 PM
Clarification Start Date	NA	**Clarification End Date**	NA
Bid Submission Start Date	23-Oct-2018 06:55 PM	**Bid Submission End Date**	18-Jan-2019 03:00 PM
Pre Bid Meeting Date	30-Oct-2018 03:00 PM		

Corrigendum:3

Maharashtra Tenders

eProcurement System Government of Maharashtra

Bid Opening Summary

Date : 29-Jan-2019 02:59 PM

Print

Organisation Chain :	Nashik Municipal Corporation||Electric Department
Tender ID :	2019_NMC_401809_1
Tender Ref No :	NMC/ELED/24/2018-19
Tender Title :	Providing 4G mobile signal Jammer for Hon. General Body Meeting hall at Rajiv Gandhi Bhavan.
Packet Name :	Fee/PreQual/Technical

Decrypted Bid Openers List

S.No	Name	Decrypted Date
1	Devendra B Vanmali	29-Jan-2019 02:48 PM
2	Hemant Patil	29-Jan-2019 02:51 PM

Bid List

S.No	Bid No	Bidder	Opened By	Opened Date	Status
1	2042904	Swan Electro Mech Systems	Hemant Patil	29-Jan-2019 02:52 PM	Admitted
2	2045665	S and S Enterprises	Hemant Patil	29-Jan-2019 02:54 PM	Admitted
3	2047889	HYCON	Hemant Patil	29-Jan-2019 02:55 PM	Admitted

TENDER MANAGEMENT

Master Management
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User Management
- My Organisation Hierarchy
- My Accounts

Tender Management
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- View Auction History

Bid Management
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Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	31-Jan-2019 05:00 PM	1





MIS Reports

Tenders by Location

Tenders by Organisation

Tenders by Classification

Tenders in Archive

Tenders Status

Cancelled/Retendered

Downloads

Announcements

Recognitions

Site compatibility

Dashboard

india.gov.in The national portal of India

www.maharashtra.gov.in The Maharashtra Govt Portal

MMP on eProcurement

Back

S.No	e-Published Date	Closing Date	Opening Date	Title and Ref.No./Tender ID	Organisation Chain
1.	22-Jan-2019 05:00 PM	05-Feb-2019 02:00 PM	06-Feb-2019 03:00 PM	[Providing and Erecting street light poles at] [NMC/ELED/25/2018-19] [2019_NMC_403548_1]	Nashik Municipal Corporation||Electric Department
2.	22-Jan-2019 05:00 PM	05-Feb-2019 03:00 PM	06-Feb-2019 03:00 PM	[Providing and Erecting street light poles at] [NMC/ELED/25/2018-19] [2019_NMC_403548_2]	Nashik Municipal Corporation||Electric Department
3.	22-Jan-2019 05:00 PM	05-Feb-2019 03:00 PM	06-Feb-2019 03:00 PM	[Providing and Erecting street light poles at] [NMC/ELED/25/2018-19] [2019_NMC_403548_3]	Nashik Municipal Corporation||Electric Department
4.	10-Jan-2019 02:00 PM	05-Feb-2019 02:00 PM	06-Feb-2019 03:00 PM	[Supply and erecting water cooler, Water] [NMC/ELED/22/2018-19] [2019_NMC_397445_10]	Nashik Municipal Corporation||Electric Department
5.	10-Jan-2019 01:30 PM	05-Feb-2019 02:00 PM	06-Feb-2019 03:00 PM	[Providing Electrification work for Crompton Hall in P.No.25 Savata Nagar New Nashik Div Nashik.] [NMC/ELED/22/2018-19][2019_NMC_397445_7]	Nashik Municipal Corporation||Electric Department
6.	10-Jan-2019 01:00 PM	05-Feb-2019 02:00 PM	06-Feb-2019 03:00 PM	[Providing Electrification work for Primary Health Center at Achank chowk, New Nashik Div Nashik.] [NMC/ELED/22/2018-19][2019_NMC_397445_3]	Nashik Municipal Corporation||Electric Department
7.	10-Jan-2019 01:00 PM	05-Feb-2019 02:00 PM	06-Feb-2019 03:00 PM	[Providing Garden light at Krishna nagar in P.No.3 Panchavati Div.] [NMC/ELED/22/2018-19] [2019_NMC_397445_4]	Nashik Municipal Corporation||Electric Department
8.	10-Jan-2019 01:00 PM	05-Feb-2019 02:00 PM	06-Feb-2019 03:00 PM	[Providing Electrification work for bahu uddheshiy building in P.No. 14 Nashik East Div] [NMC/ELED/22/2018-19] [2019_NMC_397445_5]	Nashik Municipal Corporation||Electric Department
9.	23-Oct-2018 06:55 PM	04-Feb-2019 05:00 PM	05-Feb-2019 05:00 PM	[Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design] [NMC/ELED/16/2017-18] [2018_NMC_365389_1]	Nashik Municipal Corporation||Electric Department

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- Org Hierarchy Master

User Management

- My Organisation Hierarchy
- My Accounts

Tender Management

- Create Tender / Tender List
- Publish Tender
- Published Tenders
- Seek Clarifications
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- Bids Submitted Tenders
- Tender Status
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- Archived Clarification

Corrigendum

- Create Corrigendum
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- Published Corrigendum

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- Tenders to be Opened

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- Technical Evaluation
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- Short fall Documents
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Bids Submitted For Tenders

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Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	05-Feb-2019 05:00 PM	1

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Bids Submitted For Tenders

Search

Tender ID	2018_NMC_365389_1	Tender Title	

Clear Search

Tender List

S.No	Tender ID	Tender Title/Tender Ref No	Bid Opening Date	No.of Valid Bids
1.	2018_NMC_365389_1	Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design/NMC/ELED/16/2017-18	05-Feb-2019 05:00 PM	1

KPMG

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422001.

Date: 07th February 2019

Subject: Submission of Preliminary Bid evaluation report of (Envelope A and Envelope B) for Smart LED Street light RFP for Pan City Nashik

Ref:

1 Tender no. 2018_NMC_365389_1
2 Tender Name: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.
3 Technical Documentation handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC.

Dear Sir

NMC has re-published the Smart LED Street light RFP on 22nd October-2018. After the sixth extension one bid received for the re-published RFP from Tata Projects Limited

We are pleased to submit the Bid evaluation report of (Envelope A and Envelope B) for Smart LED Street light RFP for Pan City Nashik. This report is prepared on the basis of the bid document handed over to the M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC.

The bidder may be asked to submit the required clarifications & undertaking. Moreover, The BEC may decide to invite the bidder for Demonstration of Proof of Concept to complete the technical evaluation process.

With regards

Harshad Dhande
Project Director
KPMG

विद्युत विभाग
आवक नं. ...९६८.
दिनांक- ८/ २/२०१९

उपअभियंता (पूर्व)
Put up with file
8/2/19

Disclaimer and Notice to Reader

1. This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').

2. In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.

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Bidder Details

Sr. No.	Particulars	Details on (PQ-ENVELOPEA.PDF - Page 24) submitted by bidder
1	**Concessionaire Name:**	Tata Projects Limited
2	**State of incorporation:**	Telangana
3	**Address of the corporate headquarters and its branch office(s), if any, in India:**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranadani Business park, Powai, Mumbai- 400076
4	**Date of incorporation and/ or commencement of business:**	20/02/1979
5	**Corporate Identity Number:**	U45203AP1979PLC057431

Details of individual(s) who will serve as the point of contact/ communication:

Sr. No.	Particulars	Details
1	**Name**	Amol Nisal
2	**Designation**	Assistant General Manager- Smart Cities
3	**Company**	Tata Projects Limited
4	**Address**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranadani Business park, Powai, Mumbai- 400076
5	**Telephone Number**	+91-22-66255610
6	**E-Mail Address:**	amolnisal@tataprojects.com
7	**Fax Number:**	+91-22-67402960

Particulars of the Authorized Signatory of the Concessionaire:

Sr. No.	Particulars	Details
1	**Name**	Gautam Balakrishnan
2	**Designation**	Vice President- Smart Cities
3	**Company**	Tata Projects Limited
4	**Address**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranadani Business park, Powai, Mumbai- 400076
5	**Telephone Number**	+91-22-66255720
6	**E-Mail Address:**	gautamb@tataprojects.com
7	**Fax Number:**	+91-22-67402960

KPMG

Pre-qualification Report (Envelope A) with Remarks

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
1	Page no 21, Clause 2.2	Tender Fees: Rs. 10,000/- + Rs.90/- + GST (CGST 9%+SGST 9%)	Mahatender Receipt	PaymentReciept.pdf	page 1	Submitted
2	Page no 21, Clause 2.2	EMD Amount: Rs. 85,00,000/-	Mahatender Receipt	PaymentReciept.pdf	page 1	Submitted
3	Page no 35, Clause 3.24.3 and Corrigendum 1 dated 11 Dec 2018, point No 1	**Incorporation:** i. The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and Lead Bidder should have been in existence for minimum of 5 years from the last date of submission of the bid.	Certificate of incorporation or registration of the organization to be provided.	PQ-ENVELOPEA.PDF	Page 3	CIN: U45203AP1979PLC057431 Date of Incorporation: 20/02/1979 Roc: Hyderabad
4	Page no 35, Clause 3.24.3	**Incorporation:** ii. The Concessionaire / Lead Concessionaire or if it's a consortium, All the members of the Consortium should have PAN, TAN certificates and GST registration.	PAN, TAN & GST registration certificates	PQ-ENVELOPEA.PDF	Page 7, 8.	Provisional GSTIN: 27AAACT4119L1Z8 PAN: AAACT4119L TIN: 27590001224v TIN certificate not submitted. However TIN details are available in the GSTIN certificate

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						submitted by the bidder. **BEC may accept this submission.**
5	Page no 35, Clause 3.24.3	**Technical Capacity:** iii. The Concessionaire (The Lead bidder in case of Consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.	A certificate from the head of HR Department	PQ-ENVELOPEA.PDF	Page 9	HR declaration ref TPL/UI/HR/2019/Jan/14 dated 25th Jan 2019 certifying that the bidder had more than 5000 employees on its payroll.
6	Page no 35, 36 Clause 3.24.3 and Corrigendum 1 dated 11 Dec 2018, point no 2	**Technical Capacity** iv. The Concessionaire (The lead bidder or any member of the consortium) should have experience of at least i. One project which involved 10,000 nos. or ii. Two projects which involved 5,000 nos. each or iii. Three projects which involved 4,000 nos. each LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India or global level (international experience)	Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided	PQ-ENVELOPEA.PDF	Page 10-12	Work order of Pune Municipal corporation (PMC) No. 1914 dated 09/09/2016 issued By Superintending Engineer-Electrical Completion Certificate of PMC dated 07/06/2018 issued By Superintending Engineer- Electrical (Mr. Ramdas Taru) Energy efficient dimmable LED street light Fittings: 77800. SCADA based Feeder Panel: 1500

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						Command and control Centre for PMC. Date of Start: 25th November 2016 Date of Completion: 31st March 2018 AMC period: 12 years
7	Page no 36 Clause 3.24.3	**Technical Capacity:** v. The Concessionaire (The lead bidder or any member of the consortium) will have to produce successful commissioning certificate and Successful energy saving performance from any Government Authority for at least one existing project of smart street LED lighting.	Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided	PQ-ENVELOPEA.PDF	Page 10-12	Work order of Pune Municipal corporation (PMC) No. 1914 dated 09/09/2016 issued By Superintending Engineer-Electrical Completion Certificate of PMC dated 07/06/2018 issued By Superintending Engineer- Electrical (Mr. Ramdas Taru) Energy efficient dimmable LED street light Fittings: 77800. SCADA based Feeder Panel: 1500 Command and control Centre for PMC.

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						Date of Start: 25th November 2016 Date of Completion: 31st March 2018 AMC period: 12 years Work done as per PMC satisfaction
8	Page no 36 Clause 3.24.3	**Technical Capacity:** vi. The Concessionaire or if it's a consortium, all members of consortium should not have been blacklisted/ debarred/ terminated by any of the Central/State Government Department/Board/PSUs/Municipal Corporations for fraudulent or corrupt practices as on the date of the submission of the bid.	Form 7 on Non-judicial stamp paper	PQ-ENVELOPEA.PDF	Page 13-14	Submitted

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
9	Page no 36 Clause 3.24.3 and corrigendum 3 dated 21 Dec 2018, point no 15, and Corrigendum no 5 dated 18 Jan 2019, Point no 12	i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs.100 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17	Last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	PQ-ENVELOPEA.PDF	Page 15-16 Page 17-18 Page 19-20 Page 21	Balance sheet as on 31st March 2015 Balance sheet as on 31st March 2016 Balance sheet as on 31st March 2017 CA certificate: T.O. 2014-15: Rs. 3444.40 Cr. T.O. 2015-16: Rs. 4386.09 Cr. T.O. 2016-17: Rs. 6023.88 Cr. Average T.O. : 4618.12 Cr.

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
10	Page no 36 Clause 3.24.3	**Financial Capacity:** ii. The Concessionaire (Lead member in case of Consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) as on 31st March, 2017, duly certified by Auditor / Chartered Accountant The net worth will be calculated as: Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)	Net worth certificate duly certified by Auditor / Chartered Accountant	PQ-ENVELOPEA.PDF	Page 22	CA certificate: Net Worth 2014-15: Rs. 869.09 Cr. Net Worth 2015-16: Rs. 918.67 Cr. Net Worth 2016-17: Rs. 1026.36 Cr. Average Net Worth : 938.04 Cr.
11	Page no 31 Clause 3.21	Signed copy of this RFP. The Bid will have to be signed and submitted by the proper authorized person as appointed by the Concessionaire.	NA	PQ-ENVELOPEA.PDF	Page 31-196	Submitted
12	Page no 32 Clause 3.21	Power of Attorney for signing the Bid as per the format at Form-3A;	Form 3A on stamp paper	PQ-ENVELOPEA.PDF	25-28	General Power of Attorney issued to Mr. Gautam Balakrishnan, Vice President-Smart cities vide No. 9635 dated

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						24/10/2017 is valid for 2 years. Declaration dated 25 Jan 2019 stating that the General POA is not revoked by the company as on the date of bid submission
13	Page no 32 Clause 3.21	the Power of Attorney for Lead Member of Consortium as per the format at Form-3B;	Form 3B on stamp paper	Not Applicable	-	NA
14	Page no 32 Clause 3.21	Joint Bidding Agreement, in case of a Consortium, substantially in the format at Form 10;	Form 10	Not Applicable	-	NA
15	Page no 32 Clause 3.21	Declaration duly signed by signatory of the Concessionaire in the official letterhead stating that Concessionaire has understood the scope of work and site conditions and carried out necessary site visits and completely comprehended the geographical aspects, works, land use as pacts and all normal and specific quality, safety, health and environment requirement and has sufficient resources such as qualified and experienced man	Declaration on letterhead	PQ-ENVELOPEA.PDF	Page 30	Declaration dated 25 Jan 2019 Submitted

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
		power, material land equipment/instruments to carry out the scope of work.				
16	Page no 92 Clause 8.1	Covering letter	Form 1 on letter head	PQ-ENVELOPEA.PDF	Page 23	Covering letter submitted
17	Page no 92 Clause 8.1	Curriculum Vitae of Key Personnel (Project Manager(1),Site Engineer (3),Call Centre Executive – Complaint Redressal (1))	Form 4	TQ-envelopeB.PDF	Page - 127-128	Project Manager- Abhishek Pareek. (Exp-12+) (B.E.)
					Page 129-130	Site Engineer (1) - Upnesh Kumar Ray (Exp-11+) (B.E.)
					Page 131-132	Site Engineer (2) - Santanu Kundu (Exp- 6+) (Diploma in Engineering)
					Page 133-134	Site Engineer (3) - Sanjay Kumar Singh (Exp- 3.5+) (B.Tech)
					Page 135-136	Call Centre Executive – Complaint Redressal - Sameer Bhagwant Shardul (Exp-8+)(B.E.)
18	Page no 92 Clause 8.1	Proposed Implementation Work plan	Form 5	TQ-envelopeB.PDF	Page 137	i. The submitted plan indicates that Asset Monitoring and Survey

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						will be completed in two months as against the RFP requirement of one month. ii. However the project schedule indicates that the project will be completed within 9 months as against the RFP requirement of 9.5 months. **iii. The BEC may accept this implementation Plan.**
19	Page no 92 Clause 8.1	Declaration for setting-up of office in Nashik, Maharashtra	Form 6 on letter head	PQ-ENVELOPEA.PDF	Page 29	Declaration dated 25 Jan 2019 Submitted

Technical Evaluation (Envelope B) with Remarks

As part of envelope B, Technical documents submitted by Tata Projects Limited are handed over to M/s KPMG Advisory Service Ltd. by Electrical Department, NMC.

Following document were required as part of Envelope B and the details of the documents submitted by Tata Projects Limited are as follows:

1. **Guaranteed technical particulars of LED street lights and accessories as per Section V of RFP document.**

Sr. No.	Datasheet	Page Number
1	BRLEP 30W LED WH N	**TQ-envelopeB.PDF page- 28**
2	BRTFG 40W LED I N	**TQ-envelopeB.PDF page- 29**
3	BRLEP 55W LED V2 N	**TQ-envelopeB.PDF page- 30**
4	BRTFG 110W LED WH A-DIM NS N	**TQ-envelopeB.PDF page- 31**
5	BRTFG 85W LED I N	**TQ-envelopeB.PDF page- 32**
6	BRTFG 170W LED HXE A-DIM NS N	**TQ-envelopeB.PDF page- 33**

2. **LM79 Measurement Report for the luminaries tested in NABL & BIS certified laboratory for testing of Luminaries : LED Luminaire Photometric & Electrical Test Report (As per IES LM 79-08 / IS 16106-11) issued by Bajaj Electricals**

Sr. No.	Items	Page Number	Remark
1	BRLEP 30W LED WH N (Report Number: 18046-01) issued date : 8/12/18	**TQ-envelopeB.PDF page- 48-50**	As per Specifications of LED Luminaire Driver Efficiency must be > 90%, whereas as per LM-79 Report it is only 85%.
2	BRTFG 40W LED I N (Report Number: 18043-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 36-38**	However, Under clause 5.1. LED Luminaire Technical Specification On page No. 72 of RFP it is mentioned under note that "All *Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaires.*"
3	BRTFG 85W LED I N (Report Number: 18041-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 44-46**	
4	BRTFG 170W LED HXE A-DIM NS N (Report Number: 18042-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 40-42**	
5	BRLEP 55W LED V2 N (Report Number: 18045-01) issued date : 8/12/18	**TQ-envelopeB.PDF page- 76-78**	**Clarification: An undertaking regarding compliance of the specifications at the time of installation may be called from the bidder.**
6	BRTFG 110W LED WH A-DIM NS N (Report Number: 18041-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 80-82**	

3. **LM80 Report for the LEDs used (supplied by LED manufacturer).**

Sr. No.	Items	Test Details	Page Number
1	(CLD-AP100 REV 10) issued by Cree® XLamp® XT-E White LEDs	**IES LM-80-2008 TEST REPORT**	**TQ-envelopeB.PDF page- 51-74**

4. **Compliance Forms as per the format in Annexure II.**

Sr. No.	CSLMS Validation for 3-phase and single phase	Compliance Yes	No
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).	**Yes (TQ-envelopeB.PDF page-18)**	
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons		
	a. Display live status of the switching points	**Yes (TQ-envelopeB.PDF page-18)**	
	b. Live readings of energy consumption details (meter packets) with current time stamps.	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Configure or reset the timings etc.	**Yes (TQ-envelopeB.PDF page-18)**	
	d. Page/screen with GIS mapping	**Yes (TQ-envelopeB.PDF page-18)**	
	e. Page/screen with power failure information	**Yes (TQ-envelopeB.PDF page-18)**	
	f. Page/screen with lamp failure details	**Yes (TQ-envelopeB.PDF page-18)**	
	g. Page/screen for reports	**Yes (TQ-envelopeB.PDF page-18)**	
3	Operation Features		
	a. GPRS /GSM	**Yes (TQ-envelopeB.PDF page-18)**	
4	Timer Operation — Refer Test Methodology		
	a. On/off operation of switching point	**Yes (TQ-envelopeB.PDF page-18)**	
	b. Time setting operation — Set the RTC	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Scheduling the ON and OFF timings	**Yes (TQ-envelopeB.PDF page-18)**	
	d. Check the real time or present status of the switching point.	**Yes (TQ-envelopeB.PDF page-18)**	
	e. Reset the unit — Time	**Yes (TQ-envelopeB.PDF page-18)**	
	f. Auto Recovery after power failure	**Yes (TQ-envelopeB.PDF page-18)**	
5	Meter Operations		

Sr. No.	CSLMS Validation for 3-phase and single phase	Compliance Yes	No
	a. Meter readings are reflected in the server	**Yes (TQ-envelopeB.PDF page-18)**	
	b. Periodicity of Meter Packet should be configurable from server	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power	**Yes (TQ-envelopeB.PDF page-18)**	
6	Reports Downloading		
	a. Energy saving report - yearly, monthly, weekly or daily basis	**Yes (TQ-envelopeB.PDF page-18)**	
	b. Error reports — No of lights off and Panel Door Opened with Timing etc.	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Power failure report etc.	**Yes (TQ-envelopeB.PDF page-18)**	
7	Time Sync/Auto synchronization in case of time skip	**Yes (TQ-envelopeB.PDF page-18)**	
8	Fault Detections in terms of failures for the followings with inclusive SMS alerts	**Yes (TQ-envelopeB.PDF page-18)**	
	a. Number of lights in glowing and non-glowing	**Yes (TQ-envelopeB.PDF page-19)**	
	b. High/low voltage	**Yes (TQ-envelopeB.PDF page-19)**	
	c. Overload on the phases	**Yes (TQ-envelopeB.PDF page-19)**	
	d. Theft alerts	**Yes (TQ-envelopeB.PDF page-19)**	
	e. Group failure of lights	**Yes (TQ-envelopeB.PDF page-19)**	
	f. No output supply	**Yes (TQ-envelopeB.PDF page-19)**	
	g. Power Failure	**Yes (TQ-envelopeB.PDF page-19)**	
9	CSLMS System Battery		
	a. Battery performance in case of Power Failure	**Yes (TQ-envelopeB.PDF page-19)**	
	b. Batter backup or UPS backup of 12 hrs. (Minimum)	**Yes (TQ-envelopeB.PDF page-19)**	
	CSLMS System Hardware:		
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement	**Yes (TQ-envelopeB.PDF page-19)**	

Sr. No.	CSLMS Validation for 3-phase and single phase	Compliance Yes	No
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)	**Yes (TQ-envelopeB.PDF page-19)**	
	c. Proper Earthing System	**Yes (TQ-envelopeB.PDF page-19)**	
	d. IP 55 or 65 for complete CSLMS system	**Yes (TQ-envelopeB.PDF page-19)**	
	e. Single Phase system - 5kVA	**Yes (TQ-envelopeB.PDF page-19)**	
	f. Three Phase system — 10kVA	**Yes (TQ-envelopeB.PDF page-19)**	
	g. Emergency on/off switch	**Yes (TQ-envelopeB.PDF page-19)**	

Sr. No.	Specification	Compliance Yes	No
1	Ability to control group based light on commands and policies	**Yes (TQ-envelopeB.PDF page-16)**	
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	**Yes (TQ-envelopeB.PDF page-16)**	
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	**Yes (TQ-envelopeB.PDF page-16)**	
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	**Yes (TQ-envelopeB.PDF page-16)**	
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	**Yes (TQ-envelopeB.PDF page-16)**	
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	**Yes (TQ-envelopeB.PDF page-16)**	
7	The smart street lighting system should be able to operate at any weather Conditions	**Yes (TQ-envelopeB.PDF page-16)**	
8	The smart street lighting system should preferably be communicating using WiFi technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.	**Yes (TQ-envelopeB.PDF page-16)**	

Sr. No.	Specification	Compliance Yes	No
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	**Yes (TQ-envelopeB.PDF page-16)**	
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	**Yes (TQ-envelopeB.PDF page-16)**	
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as per the command received from the Lighting Operations Management software	**Yes (TQ-envelopeB.PDF page-16)**	
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	**Yes (TQ-envelopeB.PDF page-16)**	
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	**Yes (TQ-envelopeB.PDF page-16)**	
14	The city administration should be able to operate the Smart Lighting System manually too.	**Yes (TQ-envelopeB.PDF page-16)**	
15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	**Yes (TQ-envelopeB.PDF page-17)**	
16	The smart lighting system is preferably a combination of LED lights and sensors	**Yes (TQ-envelopeB.PDF page-17)**	
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	**Yes (TQ-envelopeB.PDF page-17)**	
18	The controller should be able to operate autonomously as per the defined schedules and light level sensors	**Yes (TQ-envelopeB.PDF page-17)**	
19	Should enable Over the Air (OTA) firmware update	**Yes (TQ-envelopeB.PDF page-17)**	
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	**Yes (TQ-envelopeB.PDF page-17)**	

Sr. No.	Specification	Compliance Yes	No
21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	**Yes (TQ-envelopeB.PDF page-17)**	
22	At any time, these policies can be overridden by human intervention with the system	**Yes (TQ-envelopeB.PDF page-17)**	
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	**Yes (TQ-envelopeB.PDF page-17)**	
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	**Yes (TQ-envelopeB.PDF page-17)**	
25	The sensor firmware should be upgradable from the central location.	**Yes (TQ-envelopeB.PDF page-17)**	
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	**Yes (TQ-envelopeB.PDF page-17)**	
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	**Yes (TQ-envelopeB.PDF page-17)**	

Recommendation

Based on Bid documents submitted by bidder and remarks made in above Table; Tata Projects Limited is qualifying all the pre-qualification criteria (incorporation, technical capacity and financial capacity.). **Whereas regarding Technical evaluation of documents some clarification are required regarding the LED Driver efficiency mentioned in the LM-79 reports submitted by the bidder. The bidder may be asked to submit the required clarifications & undertaking. Moreover, The BEC may decide to invite the bidder for Demonstration of Proof of Concept to complete the technical evaluation process.**

Pre-Qualification Bid Proposal

for

Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis

Tender Ref Number- NMC/ELED/16/2017-18
Date: 22/10/2018

Submitted to

The Commissioner,
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhawan, Sharanpur Road,
Nashik, Maharashtra – 422001

Submitted by

TATA

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1 Pre Qualification Criteria

1.1 Certificate of Incorporation

NOTARY
NARENDRA R. SINGH
MUMBAI
Regd. No. 7818
GOVERNMENT OF INDIA

Company Master Details as per Ministry of Corporate Affairs	
Subject	**Company Details/Particulars**
CIN	: U45203AP1979PLC057431
Company Name	: TATA PROJECTS LIMITED
ROC Code	: RoC-Hyderabad
Registration Number	: 057431
Company Category	: Company limited by shares
Company Subcategory	: Indian Non-Government Company
Class of Company	: Public
Authorised Capital(in Rs.)	:250,000,000.00
Paid up capital(in Rs.)	:202,500,000.00
Number of Members (Applicable only in case of company without Share Capital)	: 0
Date of Incorporation	: 20/02/1979
Address of registered office	: "MITHONA TOWERS-1", 1-7-80 TO 87 OPP. WESLEY CO-ED, JR. COLLEGE, PRENDER GHAST ROAD SECUNDERABAD Andhra Pradesh-500003 INDIA
Email Id	: tpl@tataprojects.com
Whether listed or not	: Unlisted
Company Status(for efiling)	: Active

ATTESTED BY ME

NARENDRA R. SINGH
NOTARY (GOVT. OF INDIA)
C-1101, BLOOMING HEIGHTS,
PACIFIC ENCLAVE, NEAR HIRANANDANI
HOSPITAL, POWAI, MUMBAI-400 076.
MOBILE: +91 [illegible]

NOTARY NARENDRA R. SINGH MUMBAI Regd. No. 7818 GOVERNMENT OF INDIA

NOTARY NARENDRA R. SINGH MUMBAI Regd. No. 7818 GOVERNMENT OF INDIA

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, आँध्र प्रदेश

कम्पनी अधिनियम, 1956 की धारा 18(3)
राज्य परिवर्तित करने के संबंध में, कम्पनी विधि बोर्ड के आदेश के पंजीकरण से संबंधित प्रमाण-पत्र

06 NOV 2015

कॉर्पोरेट पहचान संख्या : L45203AP1979PLC057431
मैसर्स TATA PROJECTS LIMITED

ने अपने विशेष विनिश्चय द्वारा, इसके पंजीकृत कार्यालय को महाराष्ट्र राज्य से आँध्र प्रदेश राज्य में स्थानान्तरित करने के निमित अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है और इस परिवर्तन की पुष्टि

Company Law Board, Mumbai, Western Region

के दिनांक 12/01/2007 के आदेश द्वारा किए जाने पर,

मैं, यह सत्यापित करता हूँ कि उक्त आदेश की सत्यापित प्रतिलिपि को आज पंजीकृत कर लिया गया है।

मेरे हस्ताक्षर द्वारा हैदराबाद में, यह प्रमाण-पत्र, आज दिनांक चार फरवरी दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Andhra Pradesh

SECTION 18(3) OF THE COMPANIES ACT, 1956
Certificate of Registration of Company Law Board order for Change of State

Corporate Identity Number : L45203AP1979PLC057431

M/s TATA PROJECTS LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Maharashtra to the Andhra Pradesh and such alteration having been confirmed by an order of Company Law Board, Mumbai, Western Region bearing the date 12/01/2007.

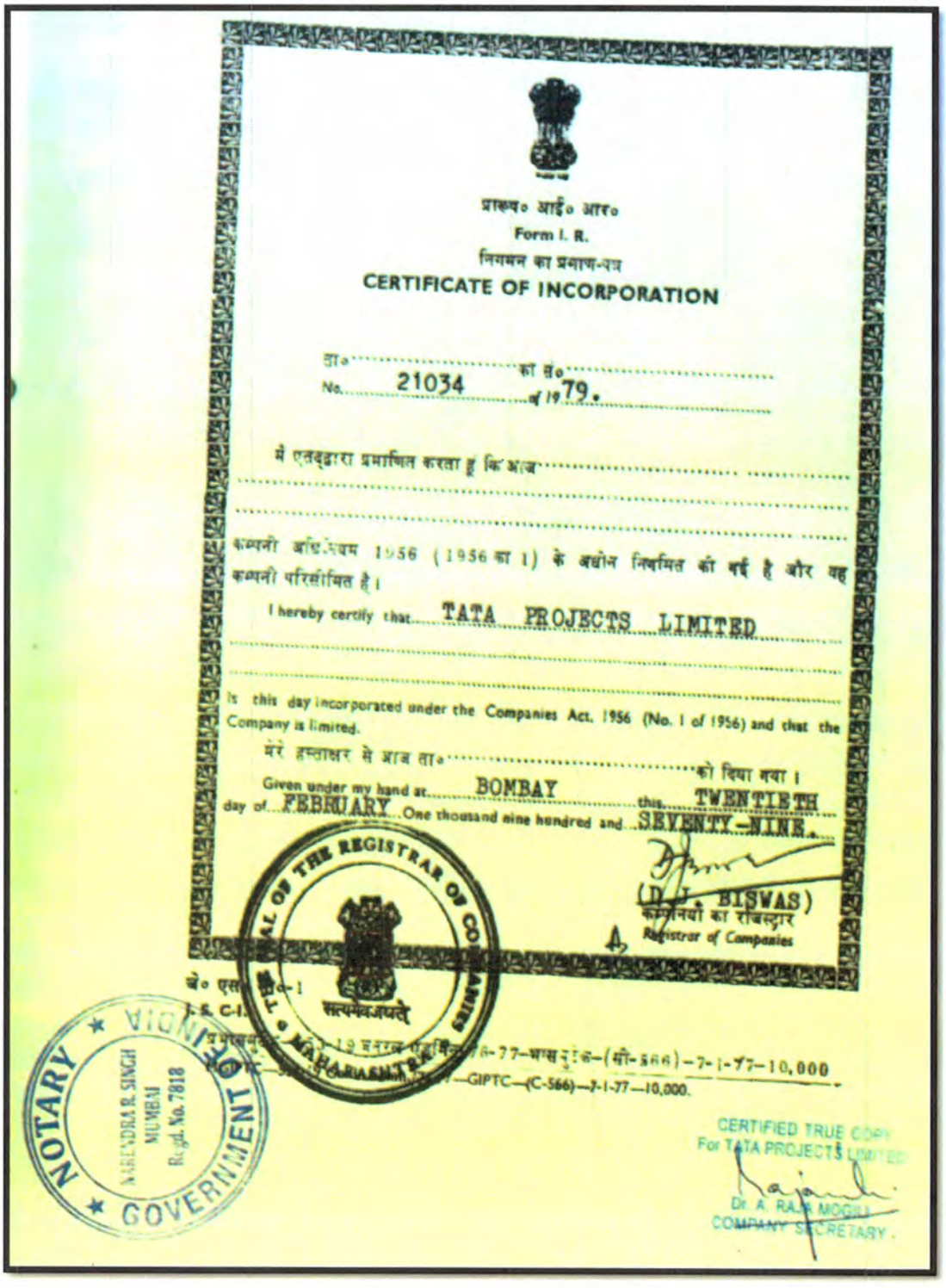
I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Hyderabad this Fourth day of February Two Thousand Eight.

(RICHARD HENRY)
कम्पनी रजिस्ट्रार / Registrar of Companies
आँध्र प्रदेश
Andhra Pradesh

कम्पनी रजिस्ट्रार के कार्यालय में उपलब्ध रिकार्ड के अनुसार डाक का पता :
Mailing Address as per record available in Registrar of Companies office.
TATA PROJECTS LIMITED
SURYODAYA , 1-10-60/3, BEGUMPET,
HYDERABAD - 500016,
Andhra Pradesh, INDIA

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED
Dr. A. RAJA MOGILI
COMPANY SECRETARY



प्रारूप० आई० आर०
Form I. R.
निगमन का प्रमाण-पत्र
CERTIFICATE OF INCORPORATION

सं०..... का सं०.....
No. 21034 of 1979.

मैं एतद्द्वारा प्रमाणित करता हूं कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that TATA PROJECTS LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at BOMBAY this TWENTIETH day of FEBRUARY One thousand nine hundred and SEVENTY-NINE.

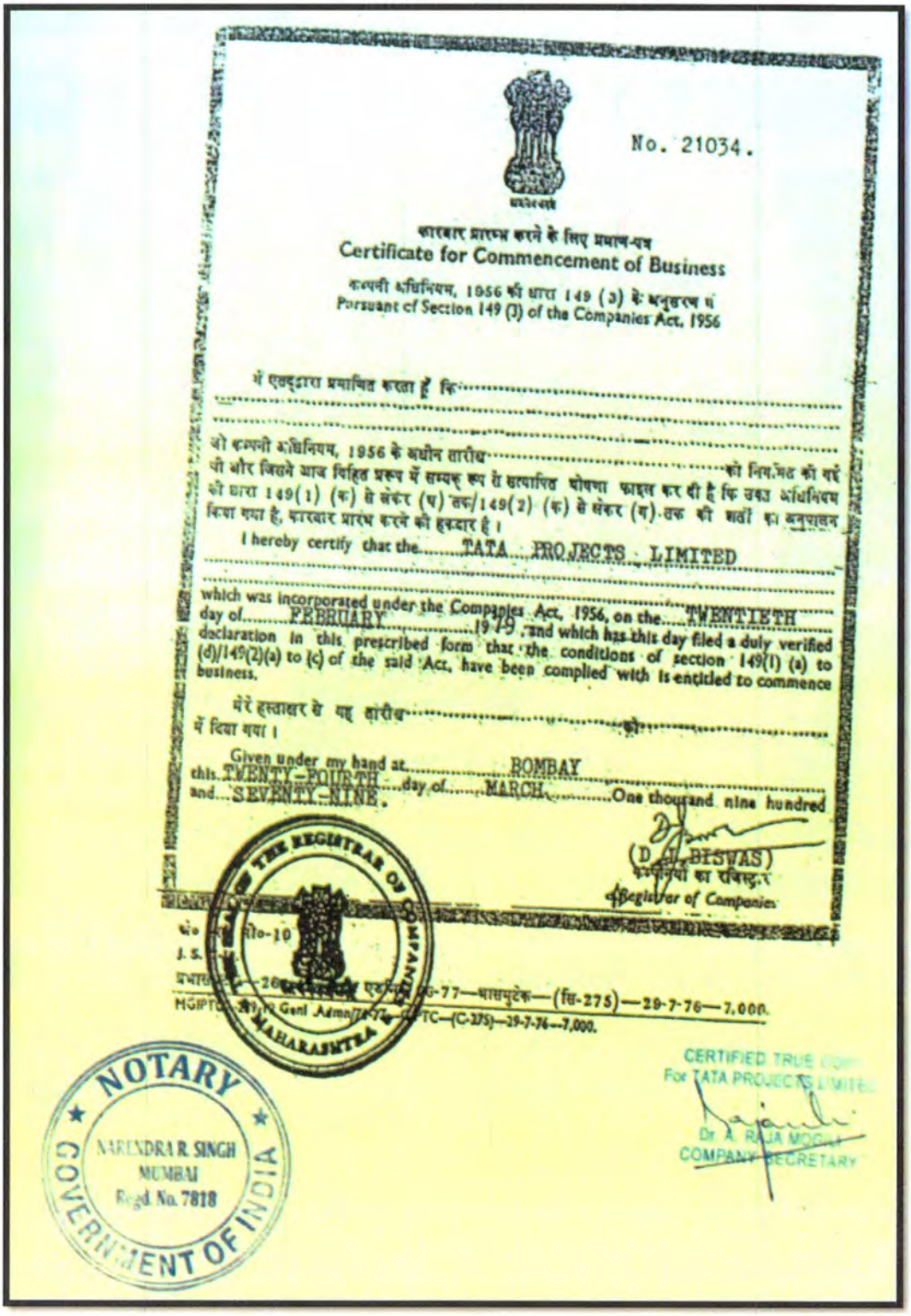
(D. J. BISWAS)
कम्पनियों का रजिस्ट्रार
Registrar of Companies

सत्यमेव जयते
REGISTRAR OF COMPANIES
MAHARASHTRA

GIPTC—(C-566)—7-1-77—10,000.

NOTARY ★ VIDHI ★ GOVERNMENT OF
NARENDRA R. SINGH
MUMBAI
Regd. No. 7818

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED
Dr. A. RAJA MOGILI
COMPANY SECRETARY.



No. 21034.

कारबार प्रारम्भ करने के लिए प्रमाण-पत्र

Certificate for Commencement of Business

कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसरण में
Pursuant of Section 149 (3) of the Companies Act, 1956

मैं एतद्द्वारा प्रमाणित करता हूँ कि.....

जो कम्पनी अधिनियम, 1956 के अधीन तारीख.....को निगमित की गई थी और जिसने आज विहित प्ररूप में सम्यक् रूप से सत्यापित घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा 149(1) (क) से लेकर (घ) तक/149(2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारंभ करने की हकदार है।

I hereby certify that the TATA PROJECTS LIMITED which was incorporated under the Companies Act, 1956, on the TWENTIETH day of FEBRUARY 1979, and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149(1) (a) to (d)/149(2)(a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख.....को.....में दिया गया।

Given under my hand at BOMBAY this TWENTY-FOURTH day of MARCH One thousand nine hundred and SEVENTY-NINE.

(D. L. BISWAS)
कम्पनियों का रजिस्ट्रार
Registrar of Companies

THE REGISTRAR OF COMPANIES MAHARASHTRA

सं० ... रो०-10
J. S. ...
प्रभाग ... 26 ... एडमिन ... CG-77—भासमुटेक—(सि-275)—29-7-76—7,000.
MGIPTC—... Genl Admn/76-77—GIPTC—(C-275)—29-7-76—7,000.

NOTARY
NARENDRA R. SINGH
MUMBAI
Regd. No. 7818
GOVERNMENT OF INDIA

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED
Dr. A. RAJA MOGILI
COMPANY SECRETARY

1.2 GST Details

Government of India

And

Government of Maharashtra

Form GST REG-25

Certificate of Provisional Registration

1.	GSTIN	27AAACT4119L1Z8	
2.	PAN	AAACT4119L	
3.	Legal Name	TATA PROJECTS LIMITED	
4.	Trade Name	TATA PROJECTS LIMITED	
5.	Registration Details under Existing Law		
	Act		Registration Number
(a)	TIN under Value Added Tax		27590001224v
(b)	Corporate Identity Number / Foreign Company Registration Number		U45203AP1979PLC057431
Date	28/06/2017		

This is a Certificate of Provisional Registraion issued under the provisions of the Act.

1.3 PAN Card

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAACT4119L

नाम /NAME

TATA PROJECTS LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

20-02-1979

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

2 HR Undertaking

TPL/UI/HR/2019/Jan/14
Date: 25.01.2019

HR DECLARATION

To,
The Commissioner
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

Bid Reference No: NMC/ELED/16/2017-18 for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Sub: HR Undertaking for Clause 3.24.3 Technical Capacity (iii)

Dear Sir,

This is hereby certified that Tata Projects Limited has on its payroll more than 5000 employees working in different locations in different projects in varied capacities.

Yours faithfully,

Rishi Raj Singh
Head - Human Resources (Urban Infrastructure)

Address: Tata Projects Limited
One Boulevard, 2nd, 3rd, 4th Floor, Lake Boulevard Street,
Hiranandani Business Park, Powai, Mumbai 400076

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers 1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC003431

3 Project Experience

Work Order of Pune Municipal Corporation

PUNE MUNICIPAL CORPORATION

वर्क ऑर्डर

अधिक्षक अभियंता (विद्युत) कार्यालय
पुणे महानगरपालिका
जावक :- 1914
दिनांक :- 09/09/2016

Tata Projects Limited
Add:- Hiranandani Knowledge Park,
11th floor, Technology street,
Powai Mumbai 400 076

विषय :- Design, Build, Finance, Operate, Maintain & Transfer the project of Implementation of high impact street light by installing Energy Efficiency dimmable LED street lights along with Feedar basis SCADA system. 51% Energy efficiency प्राप्त करण्यास व त्यातून १.५% शेअर पुणे मनपास देण्यास व ९८.५% शेअर ठेकेदारास (विकसक) हे वरण सुरू करणे बाबत.

टेंडर क्रमांक	46/2016
पु.ग.प. रक्कम रुपये	90,00,00,000/-
1 % बयाणा रक्कम रुपये	90,00,000/-
4 % बयाणा रक्कम रुपये	-
5 % बयाणा रक्कम रुपये	-
बजेट कोड क्रमांक	पुणे मनपाचे वीज खर्चाचे तरतूदी मधून स्वतंत्र एस्क्रो खाते.

महाशय,

1. विषयांकित नमूद केलेले कामासाठी आपले 51% Energy efficiency प्राप्त करण्यास व त्यातून १.५% शेअर पुणे मनपास देण्यास व ९८.५% शेअर ठेकेदारास (विकसक) दराने बाजूसार त्यांचेकडून निविदा अटी शर्ती नुसार 12 वर्षे कालावधीसाठी कामकरून घेणेस व त्यांच्याशी करारनामा करणेस मा. स्थायी समिती ठराव क्र. 1204 दिनांक 08/09/2016 ने मान्यता मिळाली आहे.
2. सदर कामासाठी पूर्वगणित टेंडर रक्कमे पैकी 1 टक्का बयाणा रक्कम रुपये 90,00,000/- आपण यापूर्वी रोख / एफ.डी.आर. ने भरलेली आहे. उर्वरित अनामत रकमे बाबत निविदा अटी शर्ती प्रमाणे त्वरीत कार्यवाही करण्यात यावी. तसेच करारनामा मसुदा फी रक्कम रुपये 350/- हे पत्र आठवडा मुदतीचे आत पुणे म.न.पा. कोष कार्यालयात रोख भरण्याची व्यवस्था करावी व पावती संबंधित टेंडर क्लार्कला दाखवून त्यावर त्यांची स्वाक्षरी घ्यावी.
3. उपरोक्त कामाचा करारनामा करण्यासाठी आवश्यक रकमेचे स्टॅंप पेपर्स हे पत्र मिळाल्यापासून एक आठवडा मुदतीचे आत संबंधित टेंडर क्लार्क (श्री. पोतू) यांना आणून द्यावेत व त्यांच्याकडून स्टॅंप पेपर्स मिळाल्याबाबत पावती घ्यावी.
4. हे पत्र मिळाल्यापासून एक आठवडा मुदतीचे आत स्टॅंप पेपर्स आणून न दिल्यास आपण्यास काम करावयाचे नाही असे समजून कोणतेही स्मरणपत्र न पाठवता आपले टेंडर रद्द करून आपणांविरुध्द

नियमाप्रमाणे कार्यवाही करण्यात येईल.

5. करारनामा केल्याखेरीज पहिले रनिंग बिल अदा केले जाणार नाही.

6. हे काम सुरू करण्यासाठी कार्यकारी अभियंता **श्रीमती शेकटकर** व मा. उप अभियंता (विद्युत) **श्री. माळी** यांचेकडे संपर्क साधावा. या कामाची मुदत **12 वर्षे** आहे. सदरची मुदत उभारणीचे काम पूर्ण झाले पासून मोजण्यात येईल.

7. कोणत्याही परिस्थितीत मुदतवाढ दिली जाणार नाही. अपवादात्मक परिस्थितीत या बाबतचा निर्णय प्रशासन मार्फत घेण्यात येईल.

8. 1985 सालचा वर्क्स कॉन्ट कट ॲक्ट व 1989 सालचा रिॲनेक्टेड वर्क्सॲक्ट अन्वये जो काही टॅक्स भरावा लागणार आहे, तो संपूर्ण भरण्याची जबाबदारी ठेकेदाराची राहील.

9. 1970 सालचा कॉन्ट कट ॲक्ट, 1981 सालचा अप्रेंटीस ॲक्ट, 1985 सालचा वर्क्स कॉन्ट - ॲक्ट, 1989 सालचा रिॲनेक्टेड वर्क्सॲक्ट हे सर्व कायदे त्यातील तरतदी, त्यांची योग्य ती पूर्तता करण्याची, तरतूदी प्रमाणे वागण्याची व आवश्यक ते सर्व रेकॉर्डस ठेवण्याची जबाबदारी ठेकेदाराची आहे.

10. ठेकेदारास कामाच्या ठिकाणी नेमण्यात येणाऱ्या कामगारांचा तसेच कामाचा वर्क्समेन कॉम्पेंसेशी ॲक्ट नुसार विमा उतरविणे आवश्यक आहे.

11. काम सुरू करण्यांपूर्वी म.न.पा.च्या नमुन्या नुसार तपशील बोर्ड लावावेत. विषयांकित काम कार्यकारी अभियंता **श्रीमती शेकटकर** व मा. उप अभियंता (विद्युत) **श्री. माळी** व शाखा / कनिष्ठ अभियंता **श्री पोफळे** यांचे देखरेखाली करण्यात येईल.

12. मान्य खरेदीची बिजके व त्याबर स्थानिक संस्था कर भरल्याची पावती सादर केल्या खेरीज अंतिम देय बिल अदा केले जाणार नाही.

13. मा. कामगार सल्लागार यांच्या कार्यालयीन वेळोवेळी निर्गमित केलेल्या आदेशानुसार वेतन व भत्ते देणे आपल्यावर बंधनकारक राहील याची नोंद घ्यावी.

कळावे.

(श्रीकृष्ण चौधरी)
अधिक्षक अभियंता (विद्युत)
पुणे महानगरपालिका

प्रत:-
1. मा. कामगार आयुक्त - जुना पुणे- मुंबई रस्ता पुणे-5
2. मा. कार्यकारी अभियंता (दक्षता विभाग)
3. मा. प्राप्ती व चाचणीचे अर्बान्वीक्षक
4. दि ओरिएंटल इन्शुरन्स कं.लि.वि.का. 5, माय फेअर टॉवर्स, पहिला मजला, बी- विंग, वाकडेवाडी, शिवाजीनगर
5. टेंडर सेल विभाग, पुणे महानगरपालिका
6. मा. कार्यकारी अभियंता (विद्युत) - श्रीमती शेकटकर
7. मा. उप अभियंता (विद्युत) - श्री. माळी
8. शाखा / कनिष्ठ अभियंता - श्री पोफळे
9. टेंडर क्लार्क - श्री. पोलू
10. गणक / अकौंटंट
11. कामगार सल्लागार, पुणे महानगरपालिका

4 Completion Certificate

Completion Certificate of Pune Municipal Corporation

महापालिका आयुक्त कार्यालय
पुणे महानगरपालिका
जावक क्र.
दिनांक 07/06/2018

PROJECT COMPLETION CERTIFICATE

This is to certify that M/s. Tata Projects Limited has been awarded or contract with as detailed under :

Name of the Project:	Design,Build,Finance,Operate,Maintain & Transfer the project of implementation of high impact street light by installing Energy Efficiency dimmable LED street lights along with feeder basic SCADA system.
Client's Name, Contact No. and complete Address	**Pune Municipal Corporation** **022 25501000, 020 2501001, 18001030222** Shivaji Road, Shivaji Nagar, Pune - 411005, Opposite Mangala Multiplex, Behind Corporation PMT Bus Stand
Contract value of Bidder(in INR)	90+ Crores
Current Status of the Project	"Go-Live" (Completed)
Activities completed by bidding entity as on bid submission date	• Design, Build, Finance,Operate,Maintain & Transfer the project of implementation of high impact street light by installing Energy Efficiency dimmable LED street lights along with feeder basic SCADA system.(77800 Fittings & 1500 SCADA Based Feeder Panels). • SITC of Command and Control Center(CCC) for Pune Municipal Corporation
Date of Start	25th Nov 2016
Date of Completion	31st Mar 2018
AMC Period:	12 Years from the date of completion.
Appreciation if any	Work done as per PMC satisfaction.

Authorised Signatory

Name: Mr. Ramdas Taru
Designation: superintendent Engineer
Department: Electrical
Date: 07-06-2018

अधिक्षक अभियंता (विद्युत)
विद्युत विभाग
पुणे महानगरपालिका

5 Declaration of Non-Blacklisting



Form 7: Format for Declaration by the Concessionaire for not being blacklisted/Debarred/terminated

Place: Mumbai
Date: 25/01/2019

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. 2018-NMC-365389-1 dated 22/10/2018 for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

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

Dear Sir,

I, authorized representative of Tata Projects Limited hereby solemnly confirm that the Company Tata Projects Limited is not debarred / black-listed/ terminated by any Central/State Government/ PSU

entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on date of submission of the Bid.

In the event of any deviation from the factual information/ declaration, NMC reserves the right to reject the Bid or terminate the Contract without any compensation.

Thanking you.

Yours faithfully,

Name: Gautam Balakrishnan
Designation: Vice President – Smart Cities
Address: Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076

ATTESTED BY ME

K. B. RAJBHAR
Reg. No. 10531 B.Com.LL.B.
ADVOCATE & NOTARY
GOVT. OF INDIA

28 JAN 2019

6 Financial Capacity

6.1 Balance sheet (FY 2014 -15, FY 2015-2016, FY 2016- 2017)

FRN:010661S

K. VISWANATH
PARTNER
M.No:209762

TATA

Balance Sheet as at March 31, 2015

	Note No.	As at March 31, 2015 ₹ in lac	As at March 31, 2014 ₹ in lac
A. EQUITY AND LIABILITIES			
1 Shareholders' funds			
(a) Share capital	3	2,025.00	2,025.00
(b) Reserves and surplus	4	84,883.60	76,702.98
		86,908.60	78,727.98
2 Non-current liabilities			
(a) Long-term borrowings	5	26.06	41.25
(b) Other long-term liabilities	6	-	1,041.54
(c) Long-term provisions	7	2,070.93	1,816.88
		2,096.99	2,899.67
3 Current liabilities			
(a) Short-term borrowings	8	47,459.76	29,021.73
(b) Trade payables	9	234,388.18	218,401.43
(c) Other current liabilities	10	108,217.46	99,921.14
(d) Short-term provisions	11	1,741.97	1,812.38
		391,807.37	349,156.68
Total		**480,812.96**	**430,784.33**
B ASSETS			
1 Non-current assets			
(a) Fixed assets			
(i) Tangible assets	12	20,744.02	23,169.29
(ii) Intangible assets	13	958.30	1,022.28
(iii) Capital work-in-progress		434.24	559.12
(b) Non-current investments	14	962.42	897.42
(c) Deferred tax assets (net)	15	5,941.27	5,597.02
(d) Long-term loans and advances	16	8,132.37	7,947.90
(e) Other non-current assets	17	3,783.99	1,846.47
		40,956.61	41,039.50
2 Current assets			
(a) Inventories	18	66,791.36	44,882.92
(b) Trade receivables	19	241,074.11	226,714.15
(c) Cash and cash equivalents	20	19,876.08	16,545.77
(d) Short-term loans and advances	21	84,158.72	87,596.55
(e) Other current assets	22	27,956.08	14,005.44
		439,856.35	389,744.83
Total		**480,812.96**	**430,784.33**
Corporate information	1		
Significant accounting policies	2		

See accompanying notes forming part of the financial statements

In terms of our report attached
For Deloitte Haskins & Sells
Chartered Accountants

For and on behalf of the Board of Directors

	Prasad R Menon Chairman	**Samir Kumar Barua** Director	**Neera Saggi** Director	**S Ramakrishnan** Director
K Rajasekhar Partner	**Vinayak K Deshpande** Managing Director	**Rajgopal Swami** Chief Financial Officer	**Dr A Raja Mogili** Company Secretary	

Place: Secunderabad
Date: 18th May, 2015

Place: Mumbai
Date: 18th May, 2015

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K. VISWANATH & CO
Chartered Accountants
FRN:010661S
K. VISWANATH
PARTNER
M. No.

Statement of Profit and Loss for the year ended March 31, 2015

		Note No.	For the year ended March 31, 2015 ₹ in lac	For the year ended March 31, 2014 ₹ in lac
1	**Revenue from operations (gross)**		**344,439.97**	**367,024.31**
	Less: Indirect taxes and duties		10,195.00	7,186.65
	Revenue from operations (net)	23	334,244.97	359,837.66
2	**Expenses**			
	(a) Contract execution expenses	25	265,282.74	295,277.68
	(b) Cost of materials consumed (Refer Note No.30.6)		19,623.15	16,524.12
	(c) Changes in inventories of finished goods, work-in-process and contracts-in-progress	26	-22,473.96	-20,698.60
	(d) Employee benefits expense	27	30,293.58	27,534.07
	(e) Other expenses	28	18,291.82	22,801.86
	Total		**311,017.33**	**341,439.13**
3	**Earnings before exceptional item, interest, tax, depreciation and amortisation (EBITDA) (1-2)**		**23,227.64**	**18,398.53**
4	Finance costs	29	7,161.58	3,250.45
5	Depreciation and amortisation expense	12, 13	7,941.65	4,971.48
6	Other income	24	2,199.23	4,264.61
7	Profit before exceptional items and tax (3-4-5+6)		10,323.64	14,441.21
8	Exceptional item (refer Note 30.15)		4,030.85	-
9	Profit before tax (7+8)		14,354.49	14,441.21
10	Tax expense			
	(a) Current tax		5,263.78	7,468.78
	(b) Taxation of earlier years		-	-794.32
	(c) Deferred tax		-278.93	-2,027.35
	Net tax expense		4,984.85	4,647.11
11	Profit for the year (9-10)		9,369.64	9,794.10
	Earnings per equity share (of ₹ 100 each)			
	Basic and diluted (₹) (Refer Note 30.20)		462.70	483.66
	Corporate information	1		
	Significant accounting policies	2		
	See accompanying notes forming part of the financial statements			

In terms of our report attached

For Deloitte Haskins & Sells
Chartered Accountants

K Rajasekhar
Partner

Place: Secunderabad
Date: 18th May, 2015

For and on behalf of the Board of Directors

Prasad R Menon	**Samir Kumar Barua**	**Neera Saggi**	**S Ramakrishnan**
Chairman	Director	Director	Director
Vinayak K Deshpande	**Rajgopal Swami**	**Dr A Raja Mogili**	
Managing Director	Chief Financial Officer	Company Secretary	

Place: Mumbai
Date: 18th May, 2015

For K. VISWANATH & CO.
Chartered Accountants
FRN: 010661S
K. VISWANATH
PARTNER
M. No: 209702

TATA

Balance Sheet as at March 31, 2016

	Note No.	As at March 31, 2016 ₹ in lac	As at March 31, 2015 ₹ in lac
A. EQUITY AND LIABILITIES			
1 Shareholders' funds			
(a) Share capital	3	2,025.00	2,025.00
(b) Reserves and surplus	4	89,841.55	84,883.60
		91,866.55	86,908.60
2 Non-current liabilities			
(a) Long-term borrowings	5	15.79	26.06
(b) Long-term provisions	6	2,406.53	2,070.93
		2,422.32	2,096.99
3 Current liabilities			
(a) Short-term borrowings	7	57,597.88	47,459.76
(b) Trade payables	8		
(i) Total outstanding dues of micro enterprises and small enterprises.		2,140.72	676.22
(ii) Total outstanding dues of creditors other than micro enterprises and small enterprises		264,971.53	233,711.96
(c) Other current liabilities	9	114,277.80	108,217.46
(d) Short-term provisions	10	1,726.29	1,741.97
		440,714.22	391,807.37
Total		**535,003.09**	**480,812.96**
B. ASSETS			
1 Non-current assets			
(a) Fixed assets			
(i) Tangible assets	11	22,093.54	20,744.02
(ii) Intangible assets	12	946.00	958.30
(iii) Capital work-in-progress		1,036.92	434.24
(b) Non-current investments	13	816.15	962.42
(c) Deferred tax assets (net)	14	6,341.30	5,941.27
(d) Long-term loans and advances	15	13,309.63	8,132.37
(e) Other non-current assets	16	6,941.80	3,783.99
		51,485.34	40,956.61
2 Current assets			
(a) Inventories	17	74,340.55	66,791.36
(b) Trade receivables	18	261,811.22	241,074.11
(c) Cash and cash equivalents	19	16,335.80	19,876.08
(d) Short-term loans and advances	20	90,901.58	84,158.72
(e) Other current assets	21	40,128.60	27,956.08
		483,517.75	439,856.35
Total		**535,003.09**	**480,812.96**
Corporate information	1		
Significant accounting policies	2		

In terms of our report attached
For Deloitte Haskins & Sells
Chartered Accountants

For and on behalf of the Board of Directors

Ganesh Balakrishnan
Partner

S Ramakrishnan
Chairman

Samir K Barua
Director

Neera Saggi
Director

Pradeep N Dhume
Director

Parashuram G Date
Director

Padmanabh Sinha
Director

Rajit H Desai
Director

Vinayak K Deshpande
Managing Director

Anil Khandelwal
Chief Financial Officer

Dr A Raja Mogili
Company Secretary

Place : Secunderabad
Date : 9th May 2016

Place: Secunderabad
Date: 9th May 2016

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For K. VISWANATH & CO.
Chartered Accountants
FRN:010661S

K. VISWANATH
PARTNER
M.No:209762

Statement of Profit and Loss for the year ended March 31, 2016

		Note No.	For the year ended March 31, 2016 ₹ in lac	For the year ended March 31, 2015 ₹ in lac
1	Revenue from operations (gross)		438,608.88	344,439.97
	Less: Indirect taxes and duties		15,825.22	10,195.00
	Revenue from operations (net)	22	**422,783.66**	**334,244.97**
2	**Expenses**			
	(a) Contract execution expenses	24	323,245.10	266,463.56
	(b) Cost of materials consumed		18,268.57	19,623.15
	(c) Changes in inventories of finished goods, work-in-process and contracts-in-progress	25	(7,090.42)	(22,473.96)
	(d) Employee benefits expense	26	35,510.40	30,293.58
	(e) Other expenses	27	26,889.37	17,111.00
	Total		**396,823.02**	**311,017.33**
3	**Earnings before exceptional item, interest, tax, depreciation and amortisation (EBITDA) (1-2)**		**25,960.64**	**23,227.64**
4	Finance costs	28	9,453.11	7,161.58
5	Depreciation and amortisation expense	11,12	8,368.03	7,941.65
6	Other income	23	2,940.12	2,199.23
7	**Profit before exceptional item and tax (3-4-5+6)**		11,079.62	10,323.64
8	Exceptional item (refer Note 29.14)		-	4,030.85
9	**Profit before tax (7+8)**		**11,079.62**	**14,354.49**
10	**Tax expense**			
	(a) Current tax		5,294.31	5,263.78
	(b) Deferred tax		(400.03)	(278.93)
	Net tax expense		**4,894.28**	**4,984.85**
11	**Profit for the year (9-10)**		**6,185.34**	**9,369.64**
	Earnings per equity share (of ₹ 100 each)			
	Basic and diluted (₹) (refer Note 29.20)		305.45	462.70
	Corporate information	1		
	Significant accounting policies	2		
	See accompanying notes forming part of the standalone financial statements			

In terms of our report attached
For Deloitte Haskins & Sells
Chartered Accountants

Ganesh Balakrishnan
Partner

Place : Secunderabad
Date : 9th May 2016

For and on behalf of the Board of Directors

S Ramakrishnan Chairman
Parashuram G Date Director
Samir K Barua Director
Padmanabh Sinha Director
Anil Khandelwal Chief Financial Officer
Neera Saggi Director
Rajit H Desai Director
Pradeep N Dhume Director
Vinayak K Deshpande Managing Director
Dr A Raja Mogili Company Secretary

Place: Secunderabad
Date: 9th May 2016

M/S. VISWANATH & CO
Chartered Accountants
FRN 010661S
K. VISWANATH
PARTNER
M.No:209762

Standalone Balance Sheet as at March 31, 2017

All amounts are in ₹ Lakhs unless otherwise stated

ASSETS	Note No.	As at 31-Mar-2017	As at 31-Mar-2016	As at 01-Apr-2015
Non-current assets				
(a) Property, plant and equipment	4	25,304.40	22,046.97	20,696.90
(b) Capital work-in-progress	4	237.76	607.22	315.78
(c) Intangible assets	5	370.36	946.00	958.30
(d) Intangible assets under development	5	445.97	429.70	118.46
(e) Financial assets				
(i) Investments				
a) Investments in joint ventures	6			500.00
b) Other investments	7	5,671.84	993.98	522.45
(ii) Trade receivables	8	8,119.84	6,941.80	3,783.99
(iii) Loans	9	207.10		
(iv) Other financial assets	10	1,890.56	1,215.77	1,053.41
(f) Deferred tax assets (net)	11	7,344.95	6,313.15	5,943.91
(g) Non-current tax assets (net)	12	6,989.20	4,067.44	168.33
(h) Other non-current assets	13	6,135.82	8,055.27	6,950.13
Total non-current assets		**62,717.80**	**51,617.30**	**41,011.66**
Current assets				
(a) Inventories	14	122,232.59	74,340.55	66,791.36
(b) Financial assets				
(i) Trade receivables	8	330,986.32	261,811.22	241,074.11
(ii) Cash and cash equivalents	15	28,614.32	16,335.80	19,876.08
(iii) Loans	9	15,932.29		
(iv) Other financial assets	10	43,338.88	45,262.14	30,990.55
(c) Other current assets	13	71,786.20	85,768.04	81,124.25
Total current assets		**612,890.60**	**483,517.75**	**439,856.35**
Total assets		**675,608.40**	**535,135.05**	**480,868.01**
EQUITY AND LIABILITIES				
Equity				
(a) Equity share capital	16	2,025.00	2,025.00	2,025.00
(b) Other equity	17	100,610.76	91,113.37	85,940.79
Total equity		**102,635.76**	**93,138.37**	**87,965.79**
Liabilities				
Non-current liabilities				
(a) Financial liabilities				
(i) Borrowings	18	8.36	15.79	26.06
(b) Provisions	19	2,961.25	2,406.53	2,070.93
Total non-current liabilities		**2,969.61**	**2,422.32**	**2,096.99**
Current liabilities				
(a) Financial liabilities				
(i) Borrowings	20	49,911.40	57,597.88	47,459.76
(ii) Trade payables	21	319,793.96	267,112.25	234,388.18
(iii) Other financial liabilities	22	2,297.16	2,175.42	1,662.80
(b) Provisions	19	551.28	507.67	679.80
(c) Other current liabilities	23	197,449.23	112,181.14	106,614.69
Total current liabilities		**570,003.03**	**439,574.36**	**390,805.23**
Total liabilities		**572,972.64**	**441,996.68**	**392,902.22**
Total equity and liabilities		**675,608.40**	**535,135.05**	**480,868.01**

See accompanying notes forming part of the standalone financial statements 1-33.17

In terms of our report attached
For Deloitte Haskins & Sells
Chartered Accountants

Ganesh Balakrishnan
Partner

Place : Secunderabad
Date : 12th May 2017

For and on behalf of the Board of Directors

S Ramakrishnan
Chairman

Parashuram G Date
Director

Samir K Barua
Director

Padmanabh Sinha
Director

Anil Khandelwal
Chief Financial Officer

Place: Secunderabad
Date: 12th May 2017

Neera Saggi
Director

Rajit H Desai
Director

Pradeep N Dhume
Director

Vinayak K Deshpande
Managing Director

Dr A Raja Mogili
Company Secretary

K. VISWANATH
PARTNER
M.No: 209762

TATA

Standalone Statement of Profit and Loss for year ended March 31, 2017

All amounts are in ₹ Lakhs unless otherwise stated

		Note No.	For the year ended March 31, 2017	For the year ended March 31, 2016
I	**Revenue from operations**	24	**602,387.63**	**438,608.88**
II	**Other income**	25	**2,973.28**	**3,132.68**
III	**Total Income (I + II)**		**605,360.91**	**441,741.56**
IV	**Expenses**			
	(a) Contract execution expenses	26	493,991.63	323,245.10
	(b) Cost of materials consumed		16,539.44	18,268.57
	(c) Changes in inventories of finished goods, work-in-process and contracts-in-progress	27	(48,655.01)	(7,090.42)
	(d) Indirect taxes and duties		22,975.93	15,825.22
	(e) Employee benefits expense	28	43,417.15	35,503.98
	(f) Finance costs	29	12,423.78	9,453.11
	(g) Depreciation and amortisation expense	30	9,379.74	8,367.48
	(h) Other expenses	31	37,016.85	26,991.94
	Total expenses (IV)		**587,089.51**	**430,564.98**
V	**Profit before tax (III - IV)**		**18,271.40**	**11,176.58**
VI	**Tax expense**			
	(a) Current tax	32	7,975.29	5,294.31
	(b) Deferred tax		(820.03)	(366.47)
	Net tax expense		**7,155.26**	**4,927.84**
VII	**Profit for the year (V-VI)**		**11,116.14**	**6,248.74**
VIII	**Other comprehensive income**			
	Items that will not be reclassified subsequently to the statement of profit and loss			
	- Remeasurements of the defined benefit plans		(611.90)	(7.99)
	Income tax relating to items that will not be reclassified to subsequently to statemet of profit and loss		211.77	2.77
IX	**Total other comprehensive income**		**(400.13)**	**(5.22)**
X	**Total comprehensive income for the year (VII + IX)**		**10,716.01**	**6,243.52**
	Earnings per equity share (of ₹ 100 each)			
	Basic (₹)		548.95	308.58
	Diluted (₹)		548.95	308.58

See accompanying notes forming part of the standalone financial statements 1-33.17

In terms of our report attached
For Deloitte Haskins & Sells
Chartered Accountants

For and on behalf of the Board of Directors

Ganesh Balakrishnan
Partner

S Ramakrishnan
Chairman

Samir K Barua
Director

Neera Saggi
Director

Pradeep N Dhume
Director

Parashuram G Date
Director

Padmanabh Sinha
Director

Rajit H Desai
Director

Vinayak K Deshpande
Managing Director

Anil Khandelwal
Chief Financial Officer

Dr A Raja Mogili
Company Secretary

Place : Secunderabad
Date : 12th May 2017

Place: Secunderabad
Date: 12th May 2017

6.2 Annual Turnover Certificate (FY 2014 -15, FY 2015-2016, FY 2016- 2017)

K. VISWANATH & CO
CHARTERED ACCOUNTANTS

Statement of average annual turnover of last three financial years (years ended March 31, 2015, March 31, 2016 and March 31, 2017) (the "Statement")

Table Showing Turnover

Sr. No	Financial year	Annual Turnover (Rupees in Crores)
1	2014-2015	3,444.40
2	2015-2016	4,386.09
3	2016-2017	6,023.88
Average Turnover (1)+(2)+(3) / 3		4,618.12

Notes:

Note 1: Annual turnover as mentioned above is revenue from operations as extracted from audited financial statements of the company for the years ended March 31, 2015, March 31, 2016 and March 31, 2017.

Note 2: Average Turnover represents simple average for the above mentioned years.

Note 3: The particulars of subsidiaries and associates of the Company have not been considered in computation above.

This certificate is issued at the specific request of the Company

For K.Viswanath & Co.
Chartered Accountants
FRN: 010661S

(K.Viswanath)
Partner
Membership No: 209762
Place: Secunderabad
Date: 06-December-2018

6-3-1100/4/D, Raj Bhavan Rd, Near Ayyappa Swamy Temple, Somajiguda, Hyderabad - 500 082. T.S.
Cell: 92480 40916, 98480 40916 Tel: 040-2340 1453 e-mail: karraviswanath@gmail.com, karra.v@rediffmail.com

6.3 Net worth Certificate (FY 2014 -15, FY 2015-2016, FY 2016- 2017)

K. VISWANATH & CO
CHARTERED ACCOUNTANTS

Statement of Net Worth for the years ended March 31, 2015, March 31, 2016 and March 31, 2017

Rupees in Crores

Applicant	Net Worth			Average Turnover
	March 31, 2017	March 31, 2016	March 31, 2015	
	Year 1	Year 2	Year 3	(1)+(2)+(3) / 3
Tata Projects Limited: (a) Equity share capital (b) Other equity	20.25 1,006.11	20.25 898.42	20.25 848.84	
Total	1,026.36	918.67	869.09	938.04

Note 1: Net Worth shall mean shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Note 3: The particulars given above have been correctly extracted/computed from the audited financial statements of the Company for the respective years ended March 31, 2015, March 31, 2016 and March 31, 2017.

This certificate is issued at the specific request of the Company

For K.Viswanath & Co.
Chartered Accountants
FRN: 010661S

(K.Viswanath)
Partner
Membership No: 209762
Place: Secunderabad
Date: 06-December-2018

6-3-1100/4/D, Raj Bhavan Rd, Near Ayyappa Swamy Temple, Somajiguda, Hyderabad - 500 082, T.S.
Cell: 92480 40916, 98480 40916 Tel: 040-2340 1453 e-mail: karraviswanath@gmail.com, karra.v@rediffmail.com

7 Annexures

7.1 Form 1 - Technical Proposal covering Letter

TATA

Form 1: Technical Proposal Covering Letter

Place: MUMBAI
Date: 25/01/2019

To,
The Commissioner,
Rajiv Gandhi Bhavan,
Nashik Municipal Corporation,
Sharanpur Road,
Nashik-422001

Ref: RFP No.2018_NMC_365389 dated 22/10/2018 for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No: NMC/ELED/16/2017-18

Sub: Technical Proposal covering Letter

Dear Sir,

We, the undersigned, offer to provide the services for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis in accordance with your Request for Proposal dated [Insert Date]. Our attached Technical Proposal is based on our full understanding of scope of work, requirements, terms and conditions and we unequivocally accept the same and shall be binding as mentioned in the RFP.

We agree to undertake the project for a period of 7 Years 9 months including implementation phase of 9 months and 7 Years of O&M in accordance with the terms of the Bidding Document.

Yours sincerely,

TATA PROJECTS LIMITED

Name: Gautam Balakrishnan
Designation: Vice-President - Smart Cities
Address: Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076
Date: 25 / 01 / 2019
Company Seal:

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office: Mithona Towers, 1-1-7 80 to 87 Prenderghast Road, Secunderabad 500 003, Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN L45203TG1979PLC057433

7.2 Form 2 – Details of Concessionaire

TATA

Form 2: Details of Concessionaire

Concessionaire's Details

Concessionaire Name:	Tata Projects Limited
State of incorporation:	Telangana
Address of the corporate headquarters and its branch office(s), if any, in India:	Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076
Date of incorporation and/ or commencement of business:	20/02/1979
Corporate Identity Number:	U45203AP1979PLC057431

Brief description of the Concessionaire including details of its main lines of business and proposed role and responsibilities in this Project(s):
Details of individual(s) who will serve as the Point of contact/ communication:

Name	Amol Nisal
Designation	Assistant General Manager – Smart Cities
Company	Tata Projects Limited
Address	Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076
Telephone Number	+91-22 - 66255610
E-Mail Address:	amolnisal@tataprojects.com
Fax Number:	+91-22-67402960

Particulars of the Authorized Signatory of the Concessionaire:

Name	Gautam Balakrishnan
Designation	Vice President – Smart Cities
Address	Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076
Telephone Number	+91-22-66255720
E-Mail Address:	gautamb@tataprojects.com
Fax Number:	+91-22-67402960

TATA PROJECTS LIMITED

One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers 1 1 7 80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e mail tplot@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

7.3 Form 3 – Power of Attorney

TATA

DECLARATION

I, **Gautam Balakrishnan, Vice President – Smart Cities** , hereby declare that the General Power of Attorney dated 27th October 2017 issued in my favour by **TATA Projects Limited** which is submitted along with this bid for "Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis", is currently valid and has not been revoked by the Company till submission of bid.

Yours sincerely,

TATA PROJECTS LIMITED

Name: Gautam Balakrishnan
Designation: Vice-President - Smart Cities
Address: Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076
Date: 25 / 01 / 2019

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers I 1 7 80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431



తెలంగాణ TELANGANA

S.No. 9635 Date. 24/10/2017

Name:E. RAMAKRISHNA

S/o:Satyam

For Whom:TATA PROJECTS LTD.

N 033799

M. RAMADEVI
Licensed Stamp Vendor
No.22/98, R.No.16-07-045/2017
City Civil Court Compound,
East Marredpally, Secunderabad
P.No.8885278973

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT THAT Tata Projects Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Mithona Towers-1, 1-7-80 to 87, Prender Ghast Road, Secunderabad-500 003, India (hereinafter called 'the Company') send greetings:

WHEREAS the Company is engaged in executing Engineering, Procurement and Construction (EPC) Contracts in India and abroad.

AND WHEREAS **Mr Gautam Balakrishnan, Vice President-Smart Cities Business, SBU-Urban Infrastructure** has been authorised to prepare, sign, seal and deliver tenders; and to attend various pre and post bid meetings with the clients, agree and sign minutes of meetings; execute the projects related to Company's SBU- Urban Infrastructure business housed for Smart-Cities, Smart Building and retro-fits, secured by the Company and to generally deal with the Company's clients in this regard.

AND WHEREAS to enable the said **Mr Gautam Balakrishnan** to discharge his duties effectively, Tata Projects Limited has resolved to nominate, constitute and appoint **Mr Gautam Balakrishnan** to be true and lawful attorney to do the following specific acts, deeds and things concerning the Company's SBU-Urban Infrastructure business housed for Smart-Cities, Smart Building and retro-fits:


16 AUG 2021
HYDERABAD

Following powers are to be exercised jointly with another Attorney of the Company holding a like authority.

1 To enter into memorandum of understanding / consortium agreements with consortium members for tenders related to the business of the Company;
2 To sign and execute on behalf of 'The Company' documents such as tenders and such other instruments and Contract Agreements for projects as may be necessary for sale in India or elsewhere of goods and services manufactured and / or distributed and / or supplied by 'the Company;

Following powers can be exercised solely by the Attorney named hereinabove.

3 To sign bills of lading, policies of insurance and documents of title to goods and any documents required by the Customs Office, Excise Department, Railways, Air Lines and other carriers in relations to the goods imported and exported on behalf of the Company;
4. To sign relevant documents / forms for obtaining required licence(s) under various Labour Laws.
5. To take on lease or hire, dispose or surrender, give up or hire any immovable/movable property, land, houses, and buildings etc., intended for use by Company during the course of project execution; and
6 To deal and carry out all the activities necessary for proper co-ordination and execution of projects and project related activities.

For the purpose of submission of e-tenders the said attorney holder be authorised to submit/ upload the said tender documents digitally with sole authority.

The above Powers of attorney shall be valid for a period of 2 (two) years from the date of execution of this Power of Attorney or until revoked whichever is earlier.

Mr Gautam Balakrishnan when signing on behalf of the Company shall sign as under

For and on behalf of Tata Projects Limited by its constituted attorney

.....

(Signature of Mr Gautam Balakrishnan)

The Company hereby agrees to ratify all acts, deeds and things lawfully done by **Mr Gautam Balakrishnan** pursuant to this Powers of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by the Company.

IN WITNESS WHEREOF, we, Tata Projects Limited have caused its common seal to be hereto affixed on this **27th October 2017 at** Hyderabad.

The Common Seal of the Company is affixed pursuant to the Resolution passed **on 20th October 2017** in the presence of Mr. Vinayak K Deshpande, Managing Director and Mr Arabinda Guha, Executive Director who have signed these presents in token thereof, in terms of Article 41 of the Articles of Association of the Company.

(Vinayak K Deshpande)
Managing Director

(Arabinda Guha)
Executive Director

7.4 Form 6 – Declaration for Opening of Office in Nashik

Form 6: Declaration for setting-up of office in Nashik, Maharashtra

Place: MUMBAI
Date: 25/01/2019

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

RFP No. 2018-NMC-365389-1 dated 22/10/2018 for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No: NMC/ELED/16/2017-18

Sub: Undertaking for setting up of an Office in Nashik (Maharashtra)

Dear Sir,
We here by undertake that:

We shall set-up office in Nashik within 1(one) month in case we are declared successful in the bidding Process.

We have carefully read and understood the entire Bidding document. We do agree to all the terms and conditions mentioned in the Bidding Document.

Yours faithfully,

Name: Gautam Balakrishnan
Designation: Vice President – Smart Cities
Address: Tata Projects Ltd, One Boulevard, 2nd, 3rd & 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tpimumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers I 1 / 80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN L45203TG1979PLC057433

7.5 Form 8 - Declaration

TATA

Place: MUMBAI
Date: 25/01/2019

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

RFP No. 2018-NMC-365389-1 dated 22/10/2018 for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No: NMC/ELED/16/2017-18

Sub: Declaration for Scope of Work

Dear Sir,

We here by undertake that:

We have understood the scope of work and site conditions and carried out necessary site visits and completely comprehended the geographical aspects, works, land use as pacts and all normal and specific quality, safety, health and environment requirement and has sufficient resources such as qualified and experienced man power, material land equipment/instruments to carry out the scope of work.

Yours faithfully,

Name: Gautam Balakrishnan
Designation: Vice President – Smart Cities
Address: One Boulevard, 2nd, 3rd, 4th Floor, Lake Boulevard Street, Hiranandani Business Park, Powai, Mumbai 400076

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers I 1 7 80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057433

Nashik Municipal Corporation (NMC)

Name of work: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Date: 22/10/2018

EMD Amount: Rs. 85,00,000/-

Tender Fees: Rs. 10,000/- + Rs.90/- + GST (CGST 9%+SGST 9%)

Address:
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

E-mail: ee_electrical@nmc.gov.in/pmc@nashiksmartcity.in

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DISCLAIMER

1 Nashik Municipal Corporation (herein after referred to as NMC) has issued this Request for Proposal (hereinafter referred to as "RFP") Up-gradation, Operation and Maintenance of Street Lights in Nashik in Lieu of Right of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis on such terms and Conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

2 This RFP has been prepared with an intention to invite prospective Applicants/Concessionaires and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Concessionaire(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Concessionaires may require. This RFP document may not be appropriate for all persons, and it is not possible for NMC to consider the investment objectives, financial situation and particular needs of each Concessionaire.

3 NMC has taken due care in preparation of information contained herein. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Concessionaire may require.

4 This RFP is not an agreement by and between NMC and the prospective Concessionaires or any other person. The information contained in this RFP is provided on the basis that it is non– binding on NMC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NMC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Concessionaire is advised to consider the RFP document as per his understanding and capacity. The Concessionaires are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the

RFP document before bidding. Concessionaires are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Concessionaires are also requested to go through the RFP document in detail and bring to notice of NMC any kind of error, misprint, inaccuracies, or omission in the document. NMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NMC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5 No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The Concessionaire shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMC or any other costs incurred in connection with or relating to its Bid.

6 This issue of this RFP does not imply that NMC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Concessionaire for the project and NMC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7 NMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

8 NMC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Concessionaire for participation in the Bidding Process) towards any Applicant or Concessionaire or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9 NMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Concessionaire upon the statement contained in this RFP.

10 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NMC. Such suggestions, after review by NMC, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website www.mahatenders.gov.in.

Place: Nashik

Date: 22/10/2018

List of Abbreviations

ABD	**Area Based Development**
CSLMS	Central Street Lighting Management System
CFL	Compact Fluorescent Lamp
CSR	Common Schedule of Rates
DBFOMMT	Design, Build, Finance, Operate, Maintain , Monetize & Transfer
DPR	Detailed Project Report
EE	Energy Efficient
EIC	Engineer-In-Charge
EMD	Earnest Money Deposit
FTL	Fluorescent Tube Lights
GPRS	General Packet Radio Service
GSM	Global System for Mobile Communication
HPSV	High Pressure Sodium Vapor
INR	Indian Rupees
JV	Joint Venture
LED	Light Emitting Diodes
NMC	Nashik Municipal Corporation
NMSCDCL	Nashik Municipal Smart City Corporation Limited
LOA	Letter of Award
MH	Metal Halide
MoHUA	Ministry of Housing and Urban Affairs
MSEDCL	Maharashtra State Electricity Distribution Company Limited
MOU	Memorandum of Understanding
M&V	Measurement & Verification
NLC	National Lighting Code
OEM	Original Equipment Manufacture
O&M	Operation and Maintenance
RFP	Request for Proposal
SCP	Smart City Proposal
SPV	Special Purpose Vehicle
THD	Total Harmonics Distortion
GST	Goods and Services Tax

Definitions

In this Authorisation Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings ascribed to these words and expressions hereunder:

"Additional Cost" shall mean the additional capital expenditure and / or the additional operating costs or both as the case may be, which the Successful Concessionaire would be required to incur as a result of Change in Law.

"Advertisement Rights" shall mean the rights of the Successful Concessionaire to display messages including pictures relating to and/or promoting products/goods, services, events, persons, etc. and including any feature or scheme relating to such products/goods, services, events, persons, etc. (such messages being hereinafter referred to as "advertisements") on surface areas mounted on street light poles by the Project as specified in this RFP to this Agreement subject to all legal requirements in connection with such advertisements being met. Further, the Advertisement Rights include the right of the Successful Concessionaire to market the availability of these surface areas for the display of advertisements to prospective users (including use of the said surface areas for such marketing) and to recover from the End Users displaying advertisements on these surface areas the charges as may be mutually agreed between the Successful Concessionaire and the End Users in question and further to retain/appropriate the revenues from such charges.

"Agreement" shall mean this Authorisation Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Authorisation Agreement or thereafter.

"Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Successful Concessionaire under Applicable Law in connection with the installation, O&M of the Installed Facilities and/or exercise of the Right of Sharing Energy Savings Advertisement Rights by the Successful Concessionaire during the subsistence of this Agreement.

"Appointed Date" shall mean the date of the signing of this Agreement.

"Approved Design" shall mean the design covering the dimensions, drawings, features, specifications, calculations, technical information, etc. of the Smart LED street lights along with timer on the existing street light poles and advertisement hoardings covered by the Project, to be submitted by the Successful Concessionaire

and duly \approved by NMC with any revisions deemed essential by NMC, in line with the provisions of this Agreement.

"Authorisation Period" shall mean the period commencing from the Appointed Date and extending till the expiry of eighty four months from the Commercial Operations Date, provided however that the last day of the relevant month shall be considered for this purpose.

"Commercial Operations Date (COD)" shall mean the date on which the Project Officer issues the Completion Certificate to the Successful Concessionaire and the date on which the Operation & Maintenance Period would commence.

"Completion Certificate" shall mean the certificate issued by the Project Officer nominated by NMC to the Successful Concessionaire after ensuring that the Installed Facilities have been completed by the Successful Concessionaire as per the Approved Design and can be operated safely.

"Construction Period" shall mean a period of maximum 270 (Two Hundred and Seventy) days from the date of the approval of design till the Scheduled Completion Date or the Commercial Operations Date, whichever is earlier, during which the Successful Concessionaire undertakes the Construction Works.

"Construction Works" shall mean all the works at the Project Site required to be undertaken by the Successful Concessionaire in conformity with the specifications mentioned herein and the Approved Design for the installation and commissioning of LED street lights along with timer on the existing street light poles and O&M of street lights along with all poles, fixtures, fittings and related civil works covered by the Project.

"Emergency" shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Installed Facilities or which poses an immediate threat of material damage to any of the Installed Facilities.

"Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Site.

"End Users" shall mean any Third Party whom the Successful Concessionaire enters into or has entered into an arrangement allowing them to display advertisements on any part or all of the surfaces covered by the Advertisement Rights granted to the Successful Concessionaire as per the provisions of this Agreement.

"Successful Concessionaire" shall mean M/s _____ (name of the Successful Concessionaire). ADD PROPER DEFINITION FOR THIS STAGE OF RFP.

"Financial Closure" means the execution of legally binding loan documentation entered into between the Successful Concessionaire and Lenders to mobilize the financial requirements of the Project, if so desired by the Successful Concessionaire.

"Financing Documents" shall mean collectively the documents evidencing the Lenders' commitment to finance the Project.

"Financial Year" shall mean the period commencing from April 1 of any given year and ending on March 31 of the succeeding year.

"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 8 of this Agreement.

"Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, O&M or supervision or monitoring thereof or any of them of a project similar to that of the Project.

"Government Agency" shall mean Government of India (GoI), Government of Maharashtra (GoM), Nashik Municipal Smart City Development Corporation Limited, NMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Installed Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Successful Concessionaire under or pursuant to this Agreement.

"Installed Facilities" shall mean the street lights along with the poles, fixtures, fittings and related civil works as well as the hoardings for display of advertisements on street light poles that are to be installed, operated and maintained by the Successful Concessionaire as specifically covered in this Agreement.

"Lenders" shall mean financial institutions, banks, funds or trusts, who provide or re-finance the debt component of the cost of the Project (including guarantees, letters of credit, risk participation facility, take-out facility and other forms of credit enhancement) and includes subscribers to / trustee for the holders of debentures / bonds or other securities issued by the Successful Concessionaire to meet the cost of the Project.

"Letter of Award" shall mean the letter issued by the NMC to the Successful Concessionaire on completion of the evaluation of proposals received in response to the RFP, informing the Successful Concessionaire of NMC's intention to award the Project to the Successful Concessionaire and the necessary steps to be taken by the Successful Concessionaire in that regard.

"O&M" shall mean the O&M of the Installed Facilities by the Successful Concessionaire from the Commercial Operations Date till the expiry of the Authorisation Period.

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the Successful Concessionaire to exercise any of its rights or to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

"Performance Security" shall mean the deposit provided by the Successful Concessionaire as a guarantee for the performance of its obligations and is in accordance with the format in RFP.

"Person" shall mean (unless otherwise specified or required by the context), any individual, company, NMC, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

"Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement addressed to the other Party setting out, inter alia, the underlying Event of Default.

"Project" shall mean the installation and the operation & maintenance of the Installed Facilities for the duration of the Authorization Period by the Successful Concessionaire and all aspects related to such installation and operation & maintenance of in accordance with the provisions of this Agreement.

"Project Officer" shall mean the NMC official appointed for supervision and monitoring the compliance by the Successful Concessionaire with the specifications for the installation and maintenance of the street lights and more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in this Agreement.

"Project Site" shall mean the locations of streetlighting poles in Nashik City.

"Request for Proposal (RFP)" shall mean this Request for Proposal document along with all Annexures, Schedules, Maps, etc. forming part of that document issued by NMC to the interested Concessionaires, as may be amended and modified from time to time before the Proposal Due Date / Bid Submission Date.

"Rupees" or **"Rs."** refers to the lawful currency of the Republic of India.

"Scheduled Completion Date" shall mean Ten Year and nine months from the approval of the design by NMC by which time the Successful Concessionaire is required to complete the installation of Smart LED street lights and operation and maintenance under the scope of this project as per the Approved Design and the provisions of this Project.

"Tax" shall mean and includes all taxes, fees, cesses, levies that may be payable by the Successful Concessionaire under Applicable Law.

"Termination" shall mean early Termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement, whichever is earlier, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

"Third Party" means any person, real or judicial, or entity other than the Parties to this Agreement.

"Third Party Insurance" shall mean liability coverage, purchased by the Successful Concessionaire from an insurer for the protection against the claims of third party, wherein the Successful Concessionaire shall be responsible for its own damages or losses whether caused by itself or the third party.

GLOSSARY

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein:

Application Integrity	Use of software, hardware, and procedural methods to protect applications from external threats.
Application Security	Securing technology and managing the cost of controls and compliance.
Associate	Means, in relation to the Concessionaire, a person who controls, is controlled by, or is under the common control with such Concessionaire. As used in this definition, the expression 'control' means, with respect to a person which is a company or a corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
Bid	As defined in Disclaimer
Bid Validity	180 (One Hundred and Eighty) days from the date of opening of Financial Bid or as extended in terms of this RFP
Bidding Document	Means the RFP and other documents including the Contract Agreement and its annexures to be provided by NMC pursuant to this RFP, as modified, altered, amended and clarified from time to time by NMC
Bidding Process	Means the process prescribed in clause 3.18
Bid Document Fee	Means the non-transferable fee to be paid by the Concessionaires and prescribed in clause 2.2
Concessionaires	Means a Company or a Consortium that has submitted the Bid in response to this RFP. For avoidance of doubt, any reference to the Concessionaire includes its Associate, Holding Company, successors, executors and permitted assigns as the context may require
Bid Due Date	Means the last date for submission of Bid prescribed in clause 2.2
CSLMS	Central Street Light Management System
Company	Means organization(s) incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto

Consortium	Means association of 3 (three) Companies that have entered into an Joint Bidding Agreement as prescribed in Form 10 of this RFP
Concessionaire	The Selected Concessionaire who is responsible for designing, engineering, financing, procurement, construction, operation, maintenance, monetization and transfer of the Project
Concession Agreement	Means the energy saving performance contract to be entered into between NMC and the Concessionaire
Conflict of Interest	Means as provided in clause 3.21.2 (4) (iii)
Contract	Means the Concession Agreement
Concession Period	Means the 10 (Ten) years and 9 (Nine) months including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment
Financial Bid	Means the financial quote provided by the Concessionaire in format in Annexure III under Envelope C prescribed in clause 3.18
Financial Capacity	Means as provided in clause 3.21.2 (5) (ii)
Financial Proposal	Means the Financial Bid
Holding Company	Means as provided in Companies Act, 2013
Key Personnel	Means the Personnel prescribed in Form 4
Joint Bidding Agreement	Means the agreement to be submitted in the Bid by the Concessionaire which is a consortium in the format prescribed in Form 10
Lead Concessionaire/ Lead Consortium Member	Means the consortium member who has been designated as such in the Joint Bidding Document
LoA	Means the Letter of Award issued to the Successful Concessionaire
NMC	NMC means Nashik Municipal Corporation
Project	Means the provision, installation, commissioning, Monetization and O&M of Smart LED streetlights in the Pan City area of the city of Nashik
Project Company	Means the new company to be floated by the Successful Concessionaire, in case such Successful Concessionaire is a Consortium

Performance Security	Means as prescribed in clause 31. 1
Scope of Work	Means the services to be provided by Concessionaire as detailed in Section IV
Successful Concessionaire	Means the Concessionaire who is eligible for signing the Concession Agreement in terms of the Bidding Process
Statement of Legal Capacity	Means the statement as prescribed in Form 20
Technical Proposal	Means the documents to be submitted by the Concessionaire in its Bid under Envelope B as prescribed in Clause 3.18
Technical Capacity	Means as provided in clause 3.21.2 (5) (i)

Section: I - Invitation for Proposal

1. Invitation for Proposal

NMC hereby invites Proposals for Provision, Installation, Commissioning, Monetization and O&M of LED streetlights in the Pan City area of Nashik City. Concessionaire/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on *https://mahatenders.gov.in* for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD. Concessionaires who wish to participate in this bidding process must register on *https://mahatenders.gov.in*. *For any type of clarifications, Concessionaires can visit www.mahatenders.gov.in or contact help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844, Email id-support-eproc@nic.in.*

To participate in online bidding process, Concessionaires must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Concessionaires can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode, etc. Concessionaires who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

1. A three-envelope selection procedure shall be adopted as stipulated in Para no.3.19 of this RFP.
2. Concessionaire (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, tender document fees should be deposited in the account details provided in the bid document. And EMD in form of Demand draft/ FDR should be uploaded on mahatenders.
3. NMC will not be responsible for delay in online submission due to any reason. For this, Concessionaires are requested to upload the complete bid proposal, EMD in Demand Draft/ FDR, pay online Tender fee well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
4. Concessionaires are also advised to refer Concessionaires Manual Kit available at *https://mahatenders.gov.in* for further details about the e-tendering process.

Section: II - Key Events and Dates

2. Key Events and Dates

2.1. Dates

#	Information	Details
1	**Date of issue of Bidding Document**	**22/10/2018 03:00 PM**
2	**Last date of receiving the queries**	**29/10/2018 05:00 PM**
3	**Pre-bid meeting**	**30/10/2018 03:00 PM**
4	**Last date (deadline) for submission of bids online (Bid Due Date)**	**21/11/2018 03:00 PM**
5	**Last date for submission of hard copy**	**22/11/2018 02:00 PM**
6	**Date Time and Place of opening of Technical proposals**	**to be updated Nashik Municipal Corporation , Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422001**
7	**Date Time and Place of opening of Financial proposals**	**To be intimated separately to the technically qualified bidders.**

2.2. Other Valuable Information Related to Bid

#	Item	Description
1.	**Earnest Money Deposit (EMD)**	**Rs. 85,00,000/-**
2.	**Tender fees to be paid online**	**Rs. 10000/-+ Rs. 90/- + GST (CGST 9%+SGST 9%)**
3.	**Bid Validity Period**	180(One Hundred and Eighty)days from the date of opening of Financial Bid Or Expressly withdrawn from bidder after 180 days

#	Item	Description
4.	**Last date for furnishing Performance Security to NMC (By successful Concessionaire)**	Within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the LOA issued by NMC.
5.	**Performance Security (Performance Bank Guarantee)**	Rs. 8,25,00,000/-
5.	**Performance Security/Performance Bank Guarantee (PBG) validity period**	Valid till 90 (Ninety) days beyond the contract / authorisation period.
6.	**Last date for signing contract**	As prescribed in the LOA.

Section: III - Instructions to Concessionaires

3. Instructions to Concessionaires

3.1. Background

The NMC is providing municipal services in its jurisdiction catering to a population of about 19 lakh citizens and is desirous of replacing existing energy consuming street lights with more energy efficient Light Emitting Diode (the "LED") bulbs and install smart control and monitoring network, hereafter referred to as the 'Project'. The main objective is to upgrade and rehabilitate Nashik city's existing street light network and provide a new smart infrastructure to achieve substantial reduction in the energy consumption and carbon emission. As part of this endeavor, the NMC intends to select a suic entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 7 Year with installation period of 9(nine) months. Pursuant thereto, the NMC, has decided to carry out the Bidding Process for selection of the Concessionaire to whom the Project may be awarded. For monetization, revenue generation can be done through Advertisement rights on pole across Nashik.

The NMC has approved the Project to be developed through private participation on DBFOMMT basis.

3.2. Purpose

NMC is desirous of replacing the existing streetlights/floodlights in Nashik Pan City area with suitable wattage for guaranteed Lux Levels by dimmable LED streetlights/floodlights in line with the specifications as provided in the Bidding Document. Project also includes Monetization through advertisement revenue. This document provides information to enable the Concessionaires to understand the broad requirements to submit their bids.

3.3. Cost of RFP

Prior to submitting the Bids, the Concessionaires shall pay Bid Document Fee using available net banking option/ credit card/ debit card on e-procurement portal of Govt. of Maharashtra i.e. https://mahatender.gov.in. The Concessionaires are advised to make online payment at least three days prior to Bid Due Date to avoid any banking transfer delays. The receipt towards payment shall be uploaded during the online submission of Bid document. It is clarified that the Bid Document Fee is non-refundable.

3.4. Change in Ownership

By submitting the Bid, the Concessionaire shall be deemed to have acknowledged and agreed that in the event of a change in control of the Concessionaire itself or an Associate whose Technical Capacity or the Holding Company whose Financial Capacity was taken into consideration for the purposes of Short Listing and Qualification under and in accordance with this RFP, the Concessionaire shall be deemed to have knowledge of the same and shall be required to inform the NMC along with all relevant particulars about the same. NMC may, in its sole discretion, approve the same or disqualify the Concessionaire or withdraw the LOA from the Selected Concessionaire, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to financial close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the NMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the NMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the NMC under the Bid Documents and/ or the Concession Agreement or otherwise.

3.5. Transfer of RFP

The Bidding Document is not transferable to any other Concessionaire. The Concessionaire who purchases the document and submits the Bid shall be the same.

3.6. Consortium

The Concessionaires are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members **cannot exceed three**, including the Lead Member.
2. Only the Lead Member will submit the Proposal and sign the Contract with NMC
3. No bidder can be a part of more than one bid. The partners of a Consortium are not allowed to bid individually or as part of another consortium.
4. In case of a Consortium Bid, the Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating the segregation of scope of work of each member. Such Agreement should be prepared

on non-judicial stamp paper of Rs. 100 and is required to be submitted along with the Technical Proposal.

5. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.
6. Each Consortium member shall execute and submit along with the Technical Proposal, Authority Letter in favor of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
7. The Consortium Agreement shall provide at least the following information in respect of the Consortium members that the Concessionaire will engage to provide any of the services required under this RFP.
    a. Brief description of nature of products/services to be provided by Consortium member;
    b. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
    c. Date, form and state of incorporation of each Consortium member;
    d. Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP);
    e. Company Principals (Name, title and business address); and,
    f. Current or prior successful partnerships with proposed Consortium member including Client reference (Contact name, phone number, dates when services were performed).
8. The Consortium Agreement concluded by the Lead Member and Consortium member(s) should also be addressed to NMC clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Member.
9. Change in members of the Consortium of the successful Concessionaire anytime during the Contract will be allowed only with prior approval of NMC.

10. The Lead Member shall be solely liable to and responsible for all obligations towards NMC for performance of works/services including that of its partners/associates under the contract.

3.7. Completeness of Response

I. Concessionaires are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

II. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Concessionaire's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD and therefore.

3.8. Proposal Preparation Costs

I. The Concessionaire shall submit the bid at its cost and, NMC shall not be held responsible for any cost incurred by the Concessionaire. Submission of a bid does not entitle the Concessionaire to claim any cost and rights over NMC and NMC shall be at liberty to cancel any or all bids without giving any notice.

II. All materials submitted by the Concessionaire shall be the absolute property of NMC and no copyright /patent etc. shall be entertained by NMC.

3.9. Concessionaire Inquiries

Concessionaire shall send in their queries by email to **ee_electrical@nmc.gov.in /pmc@nashiksmartcity.in** . The response to the queries will be published ***https://mahatenders.gov.in***. No telephonic queries will be entertained. This response of NMC shall become integral part of RFP document.

NMC shall endeavor to respond to the questions raised or clarifications sought by the Concessionaires. However, NMC reserves the right not to respond to any question or provide any clarification, in its sole discretion and is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.10. Amendment of RFP Document

I. All the amendments made in the document would be published at ***https://mahatenders.gov.in*** website and shall be integral part of RFP and the bidding document.

II. The Concessionaires are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The NMC

also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

3.11. Supplemental Information to the RFP

If NMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum or Addendum issued shall be deemed to be incorporated by this reference into this RFP.

3.12. NMC's right to terminate the process

NMC may terminate the RFP process at any time and without assigning any reason. NMC reserves the right to amend/edit/add delete any clause of this Bid Document. However, any such amendment/editing/addition/deletion of any para/clause would be published at **https://mahatenders/gov.in**

3.13. Earnest Money Deposit (EMD)

For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ FDR in the name of "Commissioner, Nashik Municipal Corporation" payable at Nashik. Scanned copy of DD/FDR should be uploaded on website with tender documents. Original Copy of EMD in form of Demand Draft/ FDR must be SUBMITTED IN Envelope (Hard copy) on or before due date and time of Tender at office of Executive Engineer, Electrical Department, NMC, Nashik.

Any Bid not accompanied with EMD in form of Demand Draft/ FDR shall be rejected.

EMD in form of Demand draft/ FDR should be drawn in favour of "Nashik Municipal Corporation" payable at Nashik from a Nationalised Bank located in India in the format as per Tender Annexure – II. In case of Joint venture lead partner may submit the EMD.

Bidder must upload scanned copy of Cash receipt of e-Tender processing fee & DD/FDR towards EMD along-with the offer. Otherwise offer will be treated as irresponsive.

I. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Concessionaire on the amount of the EMD.
II. Bids submitted without adequate EMD will be rejected.
III. Unsuccessful Concessionaire's EMD shall be returned within 60 days from the date of opening of the financial bid.
IV. EMD of Successful Concessionaire will be returned after the award of contract and submission of the performance Security within specified time and in accordance with the format given in the RFP.
V. EMD shall be non-transferable.
VI. The EMD may be forfeited:

a) If a Concessionaire withdraws its bid or revises/ increases its quoted prices during the period of bid validity or its extended period, if any.
b) If Successful Concessionaire fails to sign the Contract or to furnish Performance Security within specified time in accordance with the format given in the RFP.
c) If during the bid process, a Concessionaire indulges in deliberate act that would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the NMC regarding forfeiture of the Bid Security shall be final and binding upon Concessionaires.

3.14. Language of Bids

This Bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi/Marathi, translation of the same in English language is to be duly attested by the Concessionaire and summited in the Bid, and English translation shall be validated at NMC's discretion.

3.15. Patent Claim

In the event of any claim asserted by a third party for infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the successful Concessionaire shall expeditiously close such claim. If the Concessionaire fails to comply and NMC is required to pay compensation to a third party resulting from such infringement, the Concessionaire shall be responsible for such compensation, including all expenses, court costs and lawyer fees. NMC shall give notice to the successful Concessionaire of any such claim and recover it from the Concessionaire.

3.16. Contact Details

For any clarifications & communication with reference to the RFP documents, the Concessionaires are expected to communicate at the contact information provided below:

Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001
Email Id: ee_electrical@nmc.gov.in / pmc@nashiksmartcity.in
Phone: 0253-2222439

3.17. Pre-Bid queries on RFP

Concessionaire shall send in their pre-bid queries as prescribed in the format specified in section VI of this RFP to the contact address at which the bids are to

be submitted as well as the email id mentioned in section 3.16 of this RFP. The response to the queries will be published on www.maharashtra.gov.in No telephonic queries will be entertained.

3.18. Number of Bids

The Concessionaire is eligible to submit only one Bid for the Project. In case of multiple Bids by a Concessionaire either as sole Concessionaire or as a member of Consortium all such Bids shall be rejected and their EMD shall stand forfeited.

3.19. Site visit and the verification of information

The Concessionaires are encouraged to submit their respective Bids after visiting the site, and ascertaining for themselves the Site conditions, the quality and quantity of light (lux level) requirement, site surroundings for compliance of environment protection, availability of power, and other utilities for construction, availability and access to site, handling and storage of materials, seismic data, soil testing, applicable laws and regulations, labor laws, local bye-laws and any other matter considered relevant by them which will affect the outcome of the Project.

It shall be deemed that by submitting the Bid, the Concessionaire has:

a. made a complete and careful examination of the Bidding Document;
b. received all relevant information requested from the NMC ;
c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NMC relating to any of the matters referred above; and
d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

The NMC shall not be liable for any omission, mistake or error on the part of the Concessionaire in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NMC. It is the sole responsibility of the Concessionaire to ascertain the accuracy of the data provided by NMC.

3.20. Bid Submission Format

The Bids shall be submitted strictly as per the format specified in this Request for Proposal. The Bids in deviation from the prescribed format are liable for rejection.

3.21. Submission of Bids

The Bids submitted by the Concessionaire shall comprise of the following 3 (three) envelopes. A 3 (Three) envelope/ cover system shall be followed for the bid –

a) Tender Fee, EMD and Pre-qualification criteria
b) Technical bid and Demonstration
c) Financial bid

The Bid shall include the following documents: -

#	Documents Type	Document Format
Tender Fee, EMD Detail & Pre-Qualification- Envelope –A		
1.	Tender Fee	Scanned copy of Tender Fee payment receipt
2.	EMD	Scanned copy of EMD in form of Demand Draft/ FDR
3.	Pre-qualification	As per the format mentioned against the respective eligibility criteria clause.
Technical Qualification Documents and Demonstration- Envelope –B		
4.	Technical Bid and Demonstration	As per the format mentioned against the respective eligibility criteria clause
Financial Bid – Envelope –C		
5.	Financial Bid	As per the format mentioned

The Concessionaire should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid proposal submitted by the Concessionaire.

The Bids shall be submitted in three Envelope.

Envelope –A: Tender Fee, EMD Detail and Pre-qualification criteria

The Envelope A shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. ***The bids not received online will be rejected.*** If there are any discrepancies, online bid will prevail. The physical signed Envelope A shall be marked as "ORIGINAL".

Envelope A will contain:

a. EMD in form of Demand draft / FDR.
b. Copy of Tender Fee receipt
c. Signed copy of this RFP.
d. The Bid will have to be signed and submitted by the proper authorized person as appointed by the Concessionaire.

e. Bid in the prescribed format (Annexure-I) along with Annexes and supporting documents;

f. Power of Attorney for signing the Bid as per the format at Form-3A;

g. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Form-3B;

h. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Form 10;

i. Copies of Concessionaire's duly audited balance sheet and profit and loss account for the preceding 3 (three) years, I.e. 2016-17, 2015-16, 2014-15.

j. Duly certified CA Certificates for Average Annual Net worth and Net Cash Accrual for the last 3 (three) Financial Years as per the format at Form 9.

k. Declaration duly signed by signatory of the Concessionaire in the official letterhead stating that Concessionaire has understood the scope of work and site conditions and carried out necessary site visits and completely comprehended the geographical aspects, works, land use as pacts and all normal and specific quality, safety, health and environment requirement and has sufficient resources such as qualified and experienced man power, material land equipment/instruments to carry out the scope of work.

Envelope –B: Technical Bid and Demonstration shall be superscripted as: The Technical Bid shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. The bids not received online will be rejected. If there are any discrepancies between online submission and hard copy submission, online bid will prevail. Technical bid shall contain following documents:

1. Guaranteed technical particulars of LED street lights and accessories as per Section V of this document.
2. The Concessionaire shall submit the following documents/ technical details for technical evaluation:
    a. Technical Catalogue of Product.
    b. LM79 Measurement Report for the luminaries tested in NABL & BIS certified laboratory for testing of Luminaries.
    c. LM80 Report for the LEDs used (supplied by LED manufacturer).
3. Compliance Forms as per the format in Annexure II.

Note: Demonstration will be part of the technical evaluation. However, no documents need to be submitted in this envelope for the demonstration purpose. The evaluation sheet will be shared with the Concessionaire during the time of demonstration.

Envelope –C: FINANCIAL BID

The Financial Bid shall be submitted **online only**.

1. Financial bid shall contain only the duly filled in final financial bid format as in Annexure III duly signed and stamped by authorized signatory and covering letter duly signed by the authorized signatory and stamped on the letter head of the Concessionaire and it should be uploaded online only.

2. The Concessionaire has to quote guaranteed energy saving in percentage terms (minimum 60%) along with the percentage revenue share offered to NMC (minimum 5%) out of the total revenue earned by the Concessionaire from energy saving under this project.

All taxes, charges, levies, duties, advertisement tax etc. shall be borne by the Concessionaire till the completion of the Project.

3.22. Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Concessionaire fails to meet the bidding requirements as indicated in this RFP:

i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
ii. During validity of the Proposal, or its extended period, if any, the Concessionaire increases their quoted prices.
iii. The Concessionaire qualifies the Proposal with their own conditions.
iv. Proposal is received incomplete.
v. Proposal is received after due date and time.
vi. Proposal is not accompanied by the EMD.
vii. If the Concessionaire provides quotation only for a part of the Project.
viii. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage)
ix. Financial Proposal is enclosed with the Technical Proposal.
x. Concessionaire tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
xi. In case anyone Concessionaire submits multiple proposals or if common interests are found in two or more Concessionaires, the Concessionaires are likely to be disqualified, unless additional Proposals/Concessionaires are withdrawn upon notice immediately.
xii. Concessionaire fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NMC.
xiii. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Bids.
xiv. While evaluating the Proposals, if it comes to the NMC's knowledge expressly or implied, that some Concessionaires may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting

in delaying the processing of Proposal then the Concessionaires so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the NMC.

xv. If the Bid Security Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the Financial aspects of the Bid

xvi. Concessionaire doesn't agree to the Terms and Conditions stipulated in the RFP or the Draft / Signed Contract Agreement.

3.23. Bid Opening

I. Envelope A containing scanned copy of EMD in form DD/FDR, Tender Fee and Pre-Qualification shall be opened initially in the presence of Concessionaires.

II. Envelope B containing the Technical Proposal shall be opened of only those Concessionaires who qualify in the Envelope A.

III. Envelope C containing the Financial Proposal shall be opened of only those Concessionaires who qualify in the Envelope A & B and will remain unopened until the time of opening of the Financial Proposals.

IV. At the end of the evaluation of the Envelope A- Pre-qualification and Envelope B Technical Proposals, NMC shall invite Concessionaires who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NMC to qualified Concessionaires.

3.24. Evaluation Process

3.24.1. Bid Evaluation Committee

I. NMC's Bid Evaluation Committee that shall oversee the bid evaluation process and submit its recommendation to Competent Authority whose decision shall be final and binding upon the Concessionaires is as follows:

a. Additional Commissioner, NMC

b. CEO, NMSCDCL

c. Chief Account and Finance Officer(CAFO),NMC

d. Chief Auditor, NMC

e. H.O.D. Electrical Department, NMC

3.24.2. Process of Evaluation

II. Concessionaires who qualify in Envelope 'A' shall be considered for further Technical evaluation and demonstration.

III. Concessionaire shall be evaluated for Envelope A as per EMD in form of DD/FDR, Tender Fee and prequalification criteria mentioned above at 3.23. The Concessionaires who fulfil all the prequalification criteria in Envelope A, would be evaluated as per Technical Bid scrutiny and demonstration as mentioned in Envelope B.

IV. Concessionaires who qualify in Envelope B will be eligible for opening of Envelope C. Amongst the Concessionaires who are considered for financial evaluation, the Concessionaire quoting the highest offer for revenue sharing as per the financial format in Annexure II with the NMC will be awarded the work.

V. Revenue sharing and NMC energy bill deposit will be start after the implementation period.

VI. The Competent Authority reserves the right to accept or reject any or all bids without giving any reasons thereof.

3.24.3. Pre-Qualification Criteria

Incorporation:

i. The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and should have been in existence for minimum of 5 years from the date of submission of the bid. Certificate of incorporation or registration of the organization to be provided.

ii. The Concessionaire / Lead Concessionaire or if it's a consortium, All the members of the Consortium should have PAN, TAN certificates and GST registration.

Technical Capacity:

The Concessionaire shall demonstrate in past 5 financial years as on Bid Due Date the following technical capacity:

iii. The Concessionaire (The Lead bidder in case of Consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.

iv. The Concessionaire (The lead bidder or any member of the consortium) should have experience of at least

  i. One project which involved 10,000 nos. or

  ii. Two projects which involved 5,000 nos. each or

iii. Three projects which involved 4,000 nos. each

LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India. Work order or client testimonial specifying the number of fixtures should be submitted

v. The Concessionaire (The lead bidder or any member of the consortium) will have to produce successful commissioning certificate and Successful energy saving performance from any Government Authority for at least one existing project of smart street LED lighting. Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided

vi. The Concessionaire or if it's a consortium, all members of consortium should not have been blacklisted/ debarred/ terminated by any of the Central/State Government Department/Board/PSUs/Municipal Corporations for fraudulent or corrupt practices as on the date of the submission of the bid.

Financial Capacity:

i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs. 150 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.

ii. The Concessionaire (Lead member in case of Consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) as on 31st March, 2017, duly certified by Auditor / Chartered Accountant

The net worth will be calculated as:

Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)

3.24.4. Envelope B: Technical Evaluation and Demonstration

Each Proposal which qualifies in Envelope A shall be scrutinized further technically for checking whether the offered hardware meets the RFP requirements along with technical specification of the product. In case, the bid is found technically responsive then the Concessionaire will be called for demonstration and the Concessionaires successful in the demonstration will qualify for further evaluation of Envelope C (Financial Bid). In case in NMC 's opinion if there is a material deviation from the RFP requirement, it will treat the bid as non-responsive and may disqualify the Concessionaire. The

Envelope C of such disqualified Concessionaire shall not be opened. NMC reserves the right to decide whether the deviation is material or not.

Demonstration and Technical Bid:

i. NMC will invite successful bidders which are qualified in pre-qualification criteria (Envelope-A). Within 10 days after the invitation, bidders must commence Proof of Concept (Demonstration).

ii. The Concessionaire has to demonstrate successful operation of the offered LED street light solution as indicated below, failing which the Concessionaire shall be rejected. (Conditions to be defined for rejection like Lux levels, watt loss or non—operation of lights within one week, or individual light control, scheduling or dimming criteria not working)

iii. The Concessionaires are required to demonstrate their products for site testing and verification by a committee of NMC to demonstrate physically that the offered product meets the technical specification.

iv. For 90 Watt and above (> = 90 watt) fixture's proof of concept to be shown with minimum **6 fixtures of each wattage** on existing street light poles of the street light segment at locations as directed by the NMC Committee with the individual on-off, individual dimming, individual data points (On/Off/Fault) addressing controlled LED Street light fixtures

v. For 90 Watt below (< 90 watt) Smart LED fixture's proof of concept to be shown with minimum **3 fixtures** of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with group data point addressing with optional group dimming, individual data points (On/Off/Fault) addressing controlled LED Street light fixtures.

vi. The proposed proof of concept of smart led to be on the basis of the demonstration, Lux Level measurements and watt loss of the installed fixtures will be checked and verified which will be documented by NMC Committee.

vii. Following use cases to be show in the Proof of Concept:-

Sr. No.	Use Cases
1	Minimum 6 no. of Smart LED fixture of each 90 Watt and above fixtures to be demonstrate.
2	90 Watt and above (> = 90 watt) Smart LED street light with Individual On-Off via CSLSM
3	90 Watt and above (> = 90 watt) Smart LED street light with Individual Dimming via CSLSM
4	90 Watt and above (> = 90 watt) Smart LED street light with Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) Addressing via CSLSM

Sr. No.	Use Cases
5	Minimum 3 no. of each wattage of fixtures below 90 Watt (< 90 watt) to be demonstrate
6	90 Watt below (< 90 watt) smart LED group on-off at feeder panel level via CSLSM
7	90 Watt below (< 90 watt) smart LED group dimming, individual data point addressing via feeder panel (OPTIONAL) via CSLSM
8	90 Watt below (< 90 watt) smart LED group/ Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) addressing via feeder panel via CSLSM. To identify the working of fixtures via feeder panel.
9	GIS Mapping of each fixtures on City Map
10	Web portal of CSLSM
11	Reports

viii. No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per decision by NMC

ix. The venue and time of testing shall be communicated after opening of Technical Bid.

x. The Concessionaire has to report to the Engineer-in-Charge for testing along with the required products and instruments at least one 1 (day) before the commencement of the testing so that necessary arrangements for replacement of existing fixtures and installations for the testing and demonstration can be taken up.

xi. NMC or third party (appointed by NMC) will provide required measurement devices for the measurement of different parameters like total consumption including watt loss and Lux Levels.

xii. The Concessionaires who fail to report for the testing with their products and instruments as specified shall be rejected.

xiii. The offers of the Concessionaire whose product fail to work satisfactorily during the testing shall also be rejected.

xiv. The offers of Concessionaires whose products do not conform to the specifications during the onsite testing shall be out rightly rejected.

xv. No cost for the demonstration shall be borne by NMC. NMC shall also not be held responsible for accident or for any damage or failure of the products or instruments during the demonstration. Adequate safety arrangements need to be made by the Concessionaire for safety of human being and equipment.

3.24.5. Envelope C: Financial Bid Evaluation

NMC will evaluate Financial Proposals of all the qualified Concessionaires of Envelope B. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

S no.	Particulars	Bid Quote
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of 60% (In percentage)*	A
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	B
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**A*B*Unit Rate*Baseline Consumption**
	Note	
	Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving.	
	Details of Energy saving from individual pillar will be amicably decided as follows. 1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification. 2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee) 4) The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities. 5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"	

3.24.6. Signing of Contract

The successful Concessionaire shall enter into Concession agreement with NMC within the time frame mentioned in the LoA.

3.25. Fraud and Corrupt Practice

1 The Concessionaires and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the NMC shall reject a Bid without being liable in any manner whatsoever to the Concessionaire if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2 Without prejudice to the rights of the NMC, if a Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Concessionaire shall not be eligible to participate in any tender or RFP issued by the during a period of 3 (three) years from the date such Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3 For the purposes, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **corrupt practice** means

i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

ii. engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of

any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NMC in relation to any matter concerning the Project;

b) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) **undesirable practice** means

i. establishing contact with any person connected with or employed or engaged by the NMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

ii. having a Conflict of Interest;

e) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.26. Supplementary Information/Corrigendum/Amendment to the RFP

1 At any time prior to the deadline (or as extended by NMC) for submission of bids, NMC for any reason, whether at its own initiative or in response to clarifications requested by the Concessionaire may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by NMC would be displayed on www.mahatenders.gov.in, any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.

2 Any such supplement / corrigendum / amendment will be binding on all the Concessionaires. NMC will not be responsible for any misinterpretation of the provisions of this Tender document on account of the Concessionaires failure to update the Bid documents based on changes announced through the website.

3.27. Right to termination

NMC may terminate the RFP process at any time and without assigning any reason. NMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an

offer by NMC. The Concessionaire's participation in this process may result in NMC selecting the Concessionaire to engage towards execution of the contract.

3.28. Interlineation of bids

The Bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

3.29. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

3.30. Acknowledgement of understanding

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

3.31. Miscellaneous

1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nashik, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

2 The NMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Concessionaire in order to receive clarification or further information;

c) Qualify or disqualify any Concessionaire and/ or to consult with any Concessionaire in order to receive clarification or further information;

d) retain any information and/ or evidence submitted to the NMC by, on behalf of, and/ or in relation to any Concessionaire; and/ or

e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Concessionaire.

3 It shall be deemed that by submitting the Bid, the Concessionaire agrees and releases the NMC, their employees, agents and advisers, irrevocably,

unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

4 The Concessionaire shall acquaint itself with the work and working conditions at site and locality. No claim shall be entertained on this issue after the offer has been submitted.

5 The cost of preparing the Bid including a visit to the site or office etc. will not be reimbursed as a direct cost of the assignment and NMC is not bound to accept any of the Bids submitted.

6 Any accessories/items which may not have been mentioned in the specification but are required for satisfactory commissioning of the work shall be deemed to be included in the Contract and shall be provided by the Concessionaire without extra charges later on.

7 The Concessionaires may visit the target street light segment to estimate the work before submitting their bids at their own cost.

8 NMC reserves the right to order the final quantity.

The pages of documents, technical specifications, bids, supporting documents etc. shall be duly signed by the authorized signatory and company seal should be affixed or each page. All pages should be properly numbered and tagged or bound to avoid loss of information during processing of documents. Any part of which is not specifically signed by the authorized signatory and not affixed with company seal shall not be considered for the purpose of evaluation.

Section: IV – Scope of Work

4. Scope of Work

Background

Electric streetlights are essential elements of a city environment and services. They affect residents' sense of safety while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, these existing outdoor lights consume good amount of energy. Therefore, following are desired in designing and implementation of street lightings:

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Add intelligent IT innovations to transportation, civic utilities, public safety without adding significantly more physical infrastructure;
- Real-time data communications with low latency to improve safety and security.

4.1. Scope of work

Design, Finance, Supply, Installation, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 Years 9 months with minimum guarantee energy savings of 60%.

The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.

4.1.1. Survey:

1 The Concessionaire to carry out survey of all the roads in PAN City area where the new LED Light Fixtures are to be installed.
2 Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement.
3 Concessionaire needs to submit a detailed report of survey and design to NMC. (within 15 days).

4.1.2. Replacement:

1 The Concessionaire has to replace all the existing conventional and non-conventional light fittings as mentioned below with new smart LED luminaries having following features
   - 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)
   - 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional.

2 The LED luminaries shall have the maximum coverage area on ground. The Concessionaire shall get approval for a sample of the replacement LED luminaries from NMC before procurement/ implementation of the project work in this regard.

4.1.3. Implementation

1 The total comprehensive warranty for these new LED lights is for throughout the Project duration of 7 Years and installation period 9 months from the date of GO-Live. During this period, the Concessionaire has to provide the replacement of all defective LED luminaries and other equipment's related to LED fittings of all types installed.

2 The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.

3 For maintenance of the LED luminaires & CSLMS components, the Concessionaire shall depute their technical staff / engineers in order to avoid any dispute or mishandling of any item by NMC staff. The complete responsibility of making them operational will be of the Concessionaire.

4 The communication connectivity between CSLMS components and CSLMS software for managing and monitoring of LED luminaires shall be borne and maintained by the Concessionaire throughout the Project duration.

5 Concessionaire will have to install same quantity of LED luminaires after replacement of the following existing luminaires:

#	Wattage	Count
1	Sodium Vapor 70 W	28056
2	Sodium Vapor 150 W	28731
3	Sodium Vapor 250 W	8841
4	Sodium Vapor 400 W	1817
5	T5 96W	8010
	Total	**75455**

#	LED Fixtures(Wattage)	Count
1	45 W	9481
2	60 W	3522
3	90 W	2976
4	120 W	580
	Total	**16559**

6 The total number of luminaires to be replaced under the project may vary by ±10% before the completion of implementation.

7 The Concessionaire shall also operate and maintain all Switch points/ feeder panels.

8 The Concessionaire need to convert minimum 20 regular pole into multi utility pole having Emergency Call Box (ECB), Public Addressing System (PAS) and Environmental Sensor.

4.1.4. Procure, supply Install, commission, integrate and maintain CSLMS solution for 7 Years 9 months:

1 The Concessionaire has to supply CSLMS software and Integrate CSLMS software with Nashik Smart City Operation Centre.

2 The Concessionaire shall host the CSLMS software on cloud environment. NMSCDCL is floating a RFP for setting up of Smart City Operation Centre (SCOC) along with Data Centre. In future, the Concessionaire shall be responsible to migrate, integrate the CSLMS software to the Smart City Operations Centre (SCOC) from the cloud environment.

3 Concessionaire needs to provide access to backend data and system of CSLMS to NMC.

4.2. Guaranteed savings:

The minimum guaranteed energy savings, with the installation of LED street lights, should be 60% of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.

4.3. Monetization Through Advertisement

1 The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for

computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.

2 The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.

3 If NMC is not satisfied with bidders efforts in achieving maximum potential from advertisement on pole or median as described in the RFP in the time period of 21 months i.e. implementation period of 9 months and 1st 12 months of Operation and maintenance period. NMC may decide on taking appropriate alternative/additional sources decision to achieve maximum revenue on the balance number of poles on which advertisement is not done by the agency.

4.3.1. Survey:

1 The Concessionaire shall carry out survey of all the roads in PAN City area for determining poles for advertisement site.

4.3.2. Selection of Advertisements

1 The Concessionaire shall take into account the following aspects while selecting advertisements for the Display Board.

a. The advertisement shall have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.

b. The use of NMC name, logo or title without prior permission is strictly prohibited. No co-branding with NMC is allowed, without prior permission.

c. The Concessionaire shall strictly follow all the rules and regulations of model code of conduct.

d. The Concessionaire shall remove the objectionable advertisement on NMC as and when directed by NMC with regard to the removal of the advertisement the decision of the NMC shall be final and binding on the Concessionaire.

e. The Concessionaire shall be responsible for payment of municipal taxes as applicable (advertisement tax).

f. The Concessionaire can place LED advertisement screen (dual sided) having size 2*3 ft between street pole on median.

g. Concessionaire can either place LED screen/flex/digital flex either on median or on the poles not on both in same location. Concessionaire will place this led screen after the approval from NMC.
h. Concessionaire will make sure no damage will be done to median landscaping and infrastructure while putting the led screens and flex.
i. The Concessionaire shall implement Digital Billboards on minimum 10% of the street light poles as permissible under the applicable laws / rules / acts etc. The cost of power, meter and all other fixtures related to the digital billboard will be borne by the Concessionaire.
j. No damage shall be caused to the street light poles in any manner.
k. Any damage shall be made good by the Concessionaire else the same shall be recovered from the Performance Security.

4.3.3. Advertising Rights

a. The Successful Concessionaire cannot display any advertisement before receipt of the Completion Certificate issued by the Project Officer.
b. The Successful Concessionaire shall comply with the Applicable Laws regulating the display of advertisements and NMC cannot be held liable for any change/ modification in these laws that adversely affect this Agreement or any breach of Applicable Law by the Successful Concessionaire. No claim or compensation on this account will be allowed.
c. The Successful Concessionaire shall be free to set charges for the display of advertisements to be paid by End Users in line with the market requirements and acceptance of these charges by the End Users. However, the Successful Concessionaire shall be liable to pay all applicable taxes related to the usage of hoardings on street light poles for the display of advertisements and the revenues generated from such activity to NMC.
d. On digital billboards, the Concessionaire shall provide 5% time during each hour of operation, free of cost to NMC for display of public service messages of noncommercial nature.
e. Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue are provided in Annexure VIII.

4.3.4. Additional Monetization Through Wi-Fi

1 The Concessionaire may subject to permission of NMC may deploy Wi-Fi module on street light poles and consider them for revenue generation activities. Such revenue generated from Wi-Fi modules can be retained by the Concessionaire.

4.4. CONCESSIONAIRE Project Structure

Particular	Structure for CONCESSIONAIRE Project
Model	ESCO – Design, Build, Finance, Operate, Monetize, Maintain & Transfer (DBFOMMT) Model
Parameters for Evaluation of Financial bids	1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; 3 Percentage share of revenue generated from advertisement on street light poles
Project Coverage	Retrofitting and O&M of identified switching points and respective street light fixtures that are installed on Street light Infrastructure provided by NMC. Successful Concessionaire will deploy LED streetlight smart networking solution consisting of i. 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) ii. 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional. iii. CSLMS Feeder Control Panels iv. CSLMS Street light controller v. CSLMS software vi. CSLMS Hardware (which shall be compatible with smart city Command Control center software) Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles (tentative location proposed). It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and

Particular	Structure for CONCESSIONAIRE Project
	underground cables will be in the scope of CONCESSIONAIRE. *(NMC will be responsible for power supply upto MSEDCL meter which will be fixed in the feeder panel.)*
Energy Conservation Measures (ECSLMS)	Technical Specifications for LED street lights and CSLMS is a part of Tender document;
Project Duration	7 Years 9 months
Guaranteed Energy Savings	Minimum 60%
Monitoring of energy savings post implementation; by an independent agency / engineer	An independent agency may be appointed by NMC for implementation monitoring and subsequent O&M monitoring, supervision for energy saving achieved and inspection of optimized use of the Smart City Platform. The monitoring and verification process is detailed out in Energy Performance Contract
Minimum standards of Operation and Maintenance	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.
Penalties & Liabilities	Penalties levied for non-achievement of savings shall be equivalent to at least the difference between actual and quoted guaranteed savings; Penalties shall be levied also for — Non-compliance of lux level standard — Non-Compliance to Minimum Up-Time — Non-compliance with electrical safety related matters — Non-implementation or non-operation of the CSLMS solution — Project Asset and human resources used in the project
Payment security	Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;
Provisions relating to escrow account, if any	**Appointment** Nashik Municipal Corporation(NMC) and the CONCESSIONAIRE shall appoint the a reputable Bank to serve as the Escrow agent for the purposes of this Agreement and subject to the terms of this Agreement and the Escrow Agent hereby accepts this appointment. **Escrow Account** Within five (5) Business Days of the date hereof, Nashik Municipal Corporation (NMC) and the Escrow Agent shall establish an escrow bank account denominated in Indian Rupees for the benefit of the CONCESSIONAIRE (the CONCESSIONAIRE PROJECT ACCOUNT). **Deposit and Replenishment Request** After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will

Particular	Structure for CONCESSIONAIRE Project
	deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)). In the event that the amount in CONCESSIONAIRE Project Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same. CONCESSIONAIRE will deposit the amount generated by advertisement in escrow account on monthly basis. The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC. **Identification and Separation**: The Escrow Agent shall clearly identify in its records the Escrow Account as an escrow account and shall keep the funds standing to the credit of the Escrow Account segregated from and not commingled with the Escrow Agent's own funds or the funds of any of its other customers or third parties. **Withdrawal Agreement** At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s): (a) MSEDCL electricity bill payment (b) all government taxes due and payable by the Concessionaire for and in respect of the Project; (c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving (d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and (e)monthly proportionate provision of debt service due in an Accounting Year; f) --- Share in Energy saving revenue to Concessionaire , Subject to deduction if any --- Share in Advertisement revenue to Concessionaire , Subject to deduction if any (g)Balance, if any, in accordance with the instructions of the Concessionaire. **Fees** Fees to be paid to the Escrow Agent for the establishment and management of the Escrow Account shall be borne equally by NMC and the CONCESSIONAIRE.

4.5. Proposed responsibility of CONCESSIONAIRE under the project

Area	Responsibility Assigned to CONCESSIONAIRE under this project
Meet Desired	• Design and Installation of CSLMS based i. 90 watt and above (> = 90 watt) fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) ii. 90 watt below (< 90 watt) fixtures should have group on-off control and group addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase). Group dimming, individual addressing is optional. iii. streetlight control iv. feeder panel v. with Remote Measurement, monitoring & Switching Capability; • Meeting timelines specified in contract for replacements/ repair of non-functional Street light fixtures and feeder panel;
Key responsibilities	• Capital investments required for retrofitting of street light fixtures in Pan city Area; • Design and Installation of CSLMS with Remote Measurement, monitoring & Switching Capability; • O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;
Citizen Service	• Setting up of call center for citizens to record and address complaints in Nashik city;
Reporting/ Monitoring & verification (M&V)	• Remote monitoring from centralized location; • Measure of daily/billing period consumption; • Setting up of call center for citizens to report complaints; • Daily reporting of fused/ non-functional fittings/ fixtures etc. as well as citizen complaint resolution status;

4.6. Project Phase

The implementation timelines is given below:

Sr. No.	Description	Timeline
1	Date of Issuance of Work Order	T_0
2	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC	$T_1=T_0+15$ Days
3	Implementation Period as per plan approved by NMC (max)	$T_2=T_1+8$ months 15 Days
4	Operation and Maintenance Period	$T_3=T_2+7$ Years

After 9 months due to dependency on NMC only 97% project implementation done; then at the time of start of Concession period, Energy baseline will be calculated on 97% and then revenue sharing will be calculated on 97%. NMC (Authority) will get 3 months' time to complete dependency task handover remaining 3% site to Concessionaire. After this task energy baseline will be calculated on 100% and then revenue sharing will be calculated on 100%.

4.7. Lux Level Measurements

Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on street lighting fixtures will be done at randomly selected Six (6) locations by selected NMC. Measurement will be done on semi-annually rotational basis. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement.

4.8. Operating hours and dimming

The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication. Also the additional saving on account of such additional dimming will be shared with the Concessionaire and will be considered in the calculations towards energy savings and subsequent revenue sharing's. The Dimming is allowed only between 11:00 PM to 5:00 AM. Maximum Dimming Percentage will be above as per NLC guidelines, which will be decided as per site conditions.

4.9. Energy Baseline Determination

With immediate effect from the work order Date, the CONCESSIONAIRE shall undertake field surveys of the street lighting fixtures covered in the Project Area (Pan City) to accomplish the following:

4.9.1. Baseline Energy Consumption and Energy Savings for Nashik City

Following Section provide details for the Baseline Energy Consumption:

4.9.1.1. Baseline Energy Consumption

Baseline Energy Consumption is the deemed theoretical energy consumption of entire existing population street light fixtures installed in Nashik city that are in working condition, taking into account losses in fixture control gear and cables/lines.

To arrive at baseline for the Annual Energy Consumption in the Nashik city following methodology has been adopted:

The rated wattage of each wattage type of street light fixture is multiplied by installed quantity of that type of fixture in the Pan City area of Nashik city. This in turn multiplied by the theoretical losses in control gear and cables/overhead lines. This is further multiplied by the theoretical working hours of street lights in a year. The cumulative total of thus arrived energy consumption all type of street light fixtures will amount to the Baseline Energy Consumption of the Nashik city.

1. Cumulative wattage wt= 11044370w
2. Assuming theoretical total watt losses in control gear of conventional street light fixtures and power lines is 15%. In case of existing LED type street light fixture losses these losses considered are 5%
    a. Deemed Cumulative Power Wc1= 11476517 W (For conventional Fixtures.)
    b. Deemed Cumulative Power Wc2= 1118029.5 W (For Non-conventional Fixtures.)
    c. Total cumulative power consumption is Wc= 12594546.5 w
3. If total average uptime of lighting fixtures is 11 Hrs per day, total time annually, T= 11x365 hrs.=4015
4. Total baseline energy consumption in City is Eb= 50567104 Kwhrs

This Baseline consumption Eb is mentioned in the RFP and same shall be mentioned in the agreement.

Other Details

The actual Baseline Energy Bill shall include two items: 1) Energy Consumption Cost at Unit Rate, and 2) Wheeling Charges. Average Monthly Baseline Energy Bill is computed in the same method as above. Both these baseline figures shall be considered to arrive at Energy Saving for each month during O & M Period (considering the Unit Rate prevalent then, as may be seen from the monthly electricity bill). As a general guidance, average annual rate of increase of power charges of MSEDCL is 8% or at actuals.

4.9.1.2. Energy Savings

The Energy Savings Amount in any year shall be arrived as follows:
After replacement of conventional street lighting with LED type lighting fixtures if actual cumulative street light energy consumption billed by Discom in a year in Nashik city is = Rs. 160071008/-,
Unit cost as per Discom tariff in the year = Rs. 6.62/-
Baseline Energy Cost shall be = Rs. 334754229.8 /-
Energy Savings Amount in the year shall be =Rs. 174683222/-

4.10. Operations of Concessionaire

1 The Successful Concessionaire has to adhere to the technical specifications as specified in Technical Specifications section for different type of street lighting equipment.

2 The Successful Concessionaire has to arrange all the equipment, machineries and instruments required for the implementation of the project at its own expense.

3 Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

4 Before starting the installations, it is the responsibility of the Successful Concessionaire to ensure that all relevant poles or lamps are taken up for installations which are under Pan City area of Nashik City.

5 The CONCESSIONAIRE shall undertake marking of poles (pole numbering) for each LED luminaire installed in Pan City area of Nashik City and switching point details. However, this should be done without damaging the infrastructure of NMC or any other parties.

6 The Concessionaire has to prepare switching point based inventory post replacement and the concessionaire shall conduct GIS/ GPS mapping of street lighting switching points/feeder panels and rationalize the coverage area under the switching points.

7 **Service Wire**: The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features

   i. Diameter of 10 sq.mm.,
   ii. PVC insulated
   iii. 4-core Aluminum wire.
   iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable

8 The Pan City area comprises of poles that are under jurisdiction of NMC. There are a total of around 92014 luminaires in place being operated by approximately 1840 switching points/ feeder panels.

9 **Bracket/Arm/Clamps**: In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.

10 The Successful Concessionaire must take adequate care, by using black cotton tape or better quality tape for connection of wires, to avoid short circuiting of connections especially during monsoon season. No extra charge will be payable to the concessionaire for this work.

11 Surge protection: The CONCESSIONAIRE will provide surge protection arrangement to protect the luminaire from switching surges which are expected/prevalent in Street Light supply networks. No extra charge will be payable to the concessionaire for this work. No claim for failure of Luminaires, on account of voltage surges other than Lightning surges, will be considered.

12 In case of voltage surges due to lightning, it is expected that lights, in the affected circuit, will fail in a group and not in an isolated manner. Hence, any such failure of lights in a group on account of Lightning surges, may be reported to the insurance company and NMC along with circumstantial evidence within 48 hours (or any other as permissible under the insurance policy) of such occurrence, for the purpose of damage claim. The responsibility for submission of all necessary supporting documentation rests with the Concessionaire.

13 **Earthing**: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial

commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. No claim for failure of Luminaires will be entertained on account of earthing issues.

14 The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period).

15 The Concessionaire shall:

I. Change existing feeder panels to higher capacity in view of inclusion of additional street lights resulting in insufficient rating of feeder panels at its own cost.

II. Shift the feeder panels from one place to other place due to obstacle in traffic, line shifting or for the purpose of load distribution at its own cost.

16 The Concessionaire shall intimate NMC about any cases of power theft or unauthorized connection of load during festivals from the street lighting network on priority basis. NMC will be responsible for taking all the corrective measures required and not penalize the Concessionaire for such theft.

17 The Concessionaire shall ensure proper recording of the dismantled conventional Luminaires and hand over these to NMC on a weekly basis.

18 With regard to asset ownership, following need to be adhered to:

I. NMC shall at all times during the contract period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

II. The Concessionaire shall remain the owner of the LED luminaires and CSLMS components installed by it during the contract period. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. These LED luminaires and CSLMS components shall be free of any lien at all times.

III. At the expiry of the contract period, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed are vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS components, along with CSLMS bill of material, to NMC in working condition.

19 NMC will conduct periodic reconciliation of readings provided by CSLMS and MSEDCL energy meters. If deviation between CSLMS energy meter readings and MSEDCL energy meter is more than 2%, then NMC, or a third party appointed by NMC, will carry out on site measurement for verification. This deviation of 2% is allowed only if the overall committed energy savings for the system is achieved.

4.11. Special Conditions of Tender to undertake comprehensive operation and maintenance of street lighting network for Pan City Area

During the contract period, following operation & maintenance activities will be required to be carried out by the Successful Concessionaire:

1. The CONCESSIONAIRE will open an office in Nashik City with basic infrastructure where the CONCESSIONAIRE will make available office staff with amenities like computer, printer, phone, complaint register, etc. during working shift timings. These complaint handling centers will be connected to NMC's SCOC and such centers should become fully operational within 30 days of allocation of such space by NMC.
2. The Concessionaire has to store material and fixtures inventory (minimum 0.5% of total installations in the Pan City area) for maintenance requirements.
3. The CONCESSIONAIRE has to be proactive in monitoring street lighting system regularly and performing preventive maintenance and not relying solely on Complaint Management System.
4. In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC and will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items irrespective of the outcome of the police related procedure.
5. The Concessionaire will manage the operation of all the control panels installed by him and also provide maintenance, web-based portal & communication services etc. of these control panels during the contract period.
6. All complaints lodged in the system have to be resolved within 48 hours of lodging of complaint. In certain cases, CONCESSIONAIRE has to resolve the complaints immediately as per the instruction of NMC.
7. The Successful Concessionaire shall ensure the availability of sufficient ladder vehicle, Hydraulic Vehicle (suitable to reach up to 12m height) and other relevant vehicle & equipment for O&M. The vehicle used for O&M should have valid registration documents.
8. In case normal vehicle is unable to access the light point, the CONCESSIONAIRE will be required to make necessary arrangements for facilitating street lighting installation and maintenance at such locations.
9. The CONCESSIONAIRE has to ensure that drivers of ladder vehicles must possess valid driving license, vehicle registration documents, insurance, etc. at all times during the contract period.
10. The CONCESSIONAIRE has to carryout O&M of street lighting network including following specific conditions:

Sr. No.	Conditions	Responsibility of CONCESSIONAIRE
1	Maintenance of central lighting	Apart from regular O&M activities; the CONCESSIONAIRE will be responsible for Maintenance/replacement of junction box, related switchgears and related connecting wires/ cables.
2	Some poles, street light span or street light control may be shifted due to obstacle to traffic, line shifting or for the purpose of load distribution	In such a situation, the CONCESSIONAIRE has to bring in labor for dismantling Luminaire and again putting up Luminaire after shifting has been completed by NMC.
3	Due to overhead mix network, snapping of conductors, phase-to-phase phenomenon is very frequent and leading to damages of street light luminary and its components	The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required.
4	All street lights are installed on bracket suitable to its entry diameter; however, it may be possible to change some of the brackets at site for LED installation, if required.	All the associated cost would be borne by the Concessionaire.

11. The Concessionaire will be penalized for non-achievement of O&M performance parameters. (please refer SLA for more details)
12. The CONCESSIONAIRE will organize training program at NMC office wherein the CONCESSIONAIRE will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of contract period on the operation, maintenance and repair of the equipment and systems installed by the CONCESSIONAIRE.
13. The Concessionaire should address the queries or issues raised by employees of NMC on O&M practices from time to time.
14. The Concessionaire shall assign an overall in charge for coordination and monitoring of day to day activities of entire city network. Additionally CONCESSIONAIRE should deploy the team as proposed, in their technical bid, from their organization who are regular employees and provide the contact details of the same, who shall be accountable for delivering on the said commitments during the Contract Period, coordinate for daily O&M exercise and update NMC as per agreed format. In case, the assigned personnel leaves the organization or is reassigned, the CONCESSIONAIRE has to intimate the same in writing to NMC and advice names of the new officers assigned for the role.
15. Insurance:

    The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of

damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

1. Safety: During the period of installation and O&M, the Concessionaire should ensure implementation of measures to ensure SAFETY of working personnel, as per all applicable laws in general and with special focus in the following.
    a. Working at heights
    b. Working on/in the vicinity of power supply lines.

Suitable work instructions/procedures shall be prepared for each type of work location (Height or type of pole / supply network configuration) and the working personnel shall be trained at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues.

All the working personnel shall be provided with appropriate Personnel Protection Equipment such as Safety harness for working at heights, safety helmets, Earthing rods, etc. The Successful Concessionaire shall arrange to carryout safety Audit at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues and suitable remedial measures shall be taken based on the findings/recommendation of the Safety Audit. Safety audit must be done on half yearly basis.

4.12. Assessment of lighting load

It is acknowledged that MSEDCL charges NMC for electricity consumption in street lighting based on the connected load with any feeder / energy meter. For every feeder/ energy meter, a separate bill is raised on monthly basis. Therefore, in order to realize the benefit of reduced energy consumption after the installation of LED lights, NMC will have to reduce the sanctioned load of each of the street lighting feeder proportionately. NMC will take-up this with MSEDCL so that sanctioned load of each of the feeder is reduced based on the new load on the feeder after the installation of LED lights.

During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point

before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC in the format as provided below:

Sr. No.	Division	Switch Point Description	Existing load as per utility bill (kW)	New load as per new meter installed in CSLMS panel (kW)	New load after replacement of all lights connected to switching point (kW)
1					
2					
3					
4					
5					
6					

The Concessionaire shall also submit a consolidated report in the above format to NMC separately for each division, immediately after the work is completed for that division.

4.13. Assessment of energy savings through Measurement & Verification (M&V)

The energy savings by virtue of its nature is to be calculated through difference of baseline energy consumption and actual energy consumption. The replacement of existing street light with energy efficiency LED street light is expected to give minimum 60% of energy saving. So the successful Concessionaire will have to ensure minimum energy saving of 60% (or higher as per his quote) from all the measures taken in this project.

The CONCESSIONAIRE will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS feeder control panel, hours of operation, details of events like phase failure, non-operational light points, etc. to NMC. NMC will direct the ESCROW bank account agency to process the payment to concessionaire after adjusting for penalties, if any. NMC or the third party consultant hired by NMC will conduct reconciliation of CSLMS report and MSEDCL bills semiannually and any discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

4.14. System Documents, User Documents

The CONCESSIONARE will provide all project related documents. This documentation should be submitted as the Project undergoes at various stages of implementation. Indicative list of documents include:

1. Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.
2. Equipment Manuals: Original Manuals from OEMs.
3. Installation Manual: For all the application systems.
4. Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered. Training registers should be submitted for same.
5. User Manuals: For all the application software modules, required for operationalization of the system.
6. System Manual: For all the application software modules, covering detail information required for its administration.
7. Standard Operational Procedure (SOP) Manual: The Concessionaire shall be responsible for preparing SOP Manual relating to operation and maintenance of each and every service as mentioned in the RFP. The draft process (SOP) document shall be formally signed off by NMC before completion of Final Acceptance Test. This SOP manual will be finalized by the Concessionaire within 2 months of operationalization, in consultation with the NMC and formally signed off by the NMC.

Note: The CONCESSIONAIRE will ensure upkeep & update all documentation and manuals during the concession period. The ownership of all documents, supplied by the Concessionaire, will be with NMC. Documents shall be submitted in two copies each in printed (duly hard bound) & in softcopy formats.

4.15. Helpdesk Setup

1. The CONCESSIONAIRE will set up a 24X7 centralized helpdesk for the project for entire concession period;
2. The help desk will handle user queries and issues relating to implemented solution
3. The helpdesk is required to ensure that users can log calls and complaints for any technical issues they face while accessing the system. The following is included in the scope of work of the Concessionaire:
   a. The helpdesk to have Interactive Voice Response (IVR) system for first level of call segregation;
   b. Accordingly Standard Operating Procedures (SOPs) shall be created by the Concessionaire;
   c. In addition to the telephone call, the Concessionaire shall also provide other channels for call logging like email and web interface;
   d. Following is also part of scope of work of Concessionaire:
      i. Development of training material for NMC employees
      ii. Training to be imparted to NMC

iii. Provision of Call center application
iv. Development of standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with NMC
v. Helpdesk related infrastructure;

e. Language Capabilities : Marathi, Hindi and English;
f. The service window for Help Desk is 365X24X7 (Monday to Sunday);
g. The call statistics will be analyzed every quarter after Go-Live and the number of Customer Care Executives may be ramped up or down accordingly on a week's notice;
h. The Concessionaire shall deploy helpdesk application accessible to all users through the Smart City portal for logging issues; and the Concessionaire to provision for inbound calls.

4.16. Training

The Concessionaire need to provide training to NMC employees and other stakeholders as directed by NMC. The following is a broad level scope;

1. The Concessionaire will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:
   a. Training manuals for NMC employees / stakeholder departments;
   b. Computer based training modules;
   c. Presentations;
   d. User manuals;
   e. Operational and maintenance manuals

4.17. Hand-over of the system at the end of contractual period

1. Ownership
   a. Subject to the terms of the Agreement, the ownership of the Project Site and the Installed Facilities, including all improvements made therein by the Concessionaire, shall at all times vest in NMC.
2. Concessionaire's Obligation
   a. The Concessionaire shall on the date of expiry or an early Termination of the Authorisation Period, hand over vacant and peaceful possession of the Project Site with all the Installed Facilities to NMC and in good operable condition as per terms of this Agreement.
   b. At least 20 (twenty) days before the expected expiry of the Authorisation Period, an inspection of the Installed Facilities and Project Site shall be undertaken by the Project Officer. NMC shall within two days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs, if any, to be carried out so as to conform to the original condition and specifications of the Installed Facilities, barring normal wear and tear. The Concessionaire shall promptly undertake and complete such works/ jobs at least 7 days prior to the expected expiry of the Authorisation Period and

ensure that the Installed Facilities continue to meet such specifications until the same are handed back to NMC. The Performance Security of the Concessionaire shall be released only when the works/ jobs are rectified as per the list prepared by NMC.

c. If the Concessionaire fails to hand over the Installed Facilities after the expiry of the Authorisation Period or after the Termination of the Agreement then the Concessionaire shall be deemed to be an unauthorized occupant and NMC shall have the right to forcefully remove any person and/or material of the Concessionaire and/or any End User from the Project Site and/or Installed Facilities without giving a notice to the Concessionaire.

4.18. Independent Energy Auditor

NMC shall appoint an independent energy auditor (the Independent Energy Auditor) selected following a transparent and competitive tender procedure launched by NMC. All the Independent Energy Auditor's expenses shall be borne by the NMC

The Recommendations suggested by energy auditor is binding on CONCESSIONAIRE to improve and Improvement cost shall be Bourne by CONCESSIONAIRE.

4.19. Reporting

During the Term, the CONCESSIONAIRE shall provide monthly reports to NMC about the following matters:

1. Update on the assets;
2. Operation and maintenance services;
3. Energy saving report;
4. Lamp failure report;
5. Panel Door Open Alert Report,
6. Monitoring and verification report.
7. The CONCESSIONAIRE shall also submit Annual Electrical Safety report

Section: V – Functional & Technical Specification

5. Functional & Technical Specification

The scope includes design, development, manufacturing, testing and supply of energy efficient luminaire complete with all accessories and CSLMS components. The Central Street Lighting Management System (CSLMS) remotely monitors and manages the street lights. It consists of Central Management Server, Feeder Panel Controllers (FPC), Street Light Controllers (SLC) and network Gateways. The CSLMS monitors and manages the street lights through FPC and SLC.

LED lamps with suitable current control driver circuit including mounting bracket for street light and high mast light. The luminaire shall be suitable for rugged service under the operational and environmental conditions encountered during service.

The detailed technical specifications for each component of the project i.e. LED Luminaire and CSLMS is provided in subsequent sections.

5.1. LED Luminaire Technical Specification

Sr. No.	Typical specifications of LED street lights		Supporting document
i.	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W		LED Technical Data sheet
ii.	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output		LM-80/IS16105,L70 & TM 21 Test Report test report including technical Data Sheet of LED Chip
iii.	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds		
iv.	LED chip efficacy shall be more than 135 Lumens/watt at Tj 25° C		LED Technical Data Sheet
v.	Junction Temperature (Tj) should be <105°C		Manufacturer self-certify
vi.	Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 – Ed. 1.0		Photo Biological Safety Report
vii.	Color temperature of the luminaire should be 5700K (±5%)(Super-white)		LM-79 report
viii.	Power factor	> 0.95	LM-79 report
ix.	System Efficacy (lumen/watt)	Shall be >100 lumen/watt	LM-79 report
x.	CRI of Luminaries	> 70	LM-79 report
xi.	Lumen depreciation for rated life <10%		LM 80 Report to be submitted and Manufacturer has to self-certify
xii.	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified		LM-79 report

Sr. No.	Typical specifications of LED street lights		Supporting document
	voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range		
xiii.	Operating voltage: 140 V to 270V universal electronic driver with surge protection Internal >= 4KV and External 10 KV (Applicability IS 15885, Driver Safety 16104-1/2)		NABL accredited lab report
xiv.	Overvoltage cutoff limit > 295 V		NABL accredited lab report
xv.	Total Harmonic Distortion: < 10% THD - Test Method IEC:610003-2		NABL accredited lab report
xvi.	LED Drive current	>=350 mA<1200 mA	LM-79 report
xvii.	LED driver efficiency	> 90%	LM-79 report
xviii.	Heat dissipation / heat sink: Well-designed thermal management system with defined heat sink		NABL accredited lab report
xix.	The luminaire housing shall be made up of corrosion free High Pressure Aluminum die cast thus conforming the luminaire to minimum IP-66 for all wattages and safety as per IEC 60598/IS 10322. (Only single housing Luminaire allowed).		NABL accredited lab report
xx.	The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Polycarbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers.		NABL accredited lab report
xxi.	The luminaire shall be built in such a way that it can withstand wind speed of 150 kmph. (Impact resistance>=IK05)		NABL accredited lab report
xxii.	Frequency	50Hz +/- 3%	
xxiii.	Operating temperature	Range: -20° C to +60° C	NABL accredited lab report
xxiv.	Protections	IP66 for all type of lamps to be installed Surge protection 4 kV, IEC61000-4-5	NABL accredited lab report
xxv.	Working humidity	10% to 90% RH	
xxvi.	Conformation standards of luminaire (Test reports of luminaire)	The luminaire should conform to IEC 60598/ IS:10322 The luminaire should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards and	From NABL Certified TPL Test report TEST REPORT as per

Sr. No.	Typical specifications of LED street lights		Supporting document
		following test reports should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test , Photometry Test (LM79 report), Vibration Test	IS:10322 part 5 Sec-3 /IEC:60598-2-3
xvii.	Finish	Aesthetically designed housing with corrosion resistant polyester powder coating	Self-Declaration
xviii.	Luminaire configuration / technical requirement	Side entry type. Shall consist of separate optical and control gear compartments. It should be easy replaceable in the field condition.	Self-Declaration
xxix.	Compliance	RoHS/CE/ERTL/ERDI	Confirmation
xxx.	Surge Protection	External Surge protection of minimum 4 kV/ 10 kV to be separately installed with the each Luminaire, if required.	As per IEC 61000-4-5
xxxi.	Dimming	For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Self-Declaration

NOTE:

1 *All Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaires.*

2 *NMC is free to draw samples after start of supplies from the supplied quantity and subject the same to test in a NABL Accredited Lab. NMC will bear the cost of testing of such sample. The decision of NMC on the same shall be binding on the Concessionaire. Failure of the sample will invite strict penalty and disqualify the Concessionaire from future tenders also.*

5.2. Feeder Panel Controller

The following functionalities shall be supported by Feeder Panel Controller (FPC).

1. The Feeder Panel Controller shall consist of a class-1 energy meter, feeder panel control unit and wireless communication unit.
2. The Feeder Panel Controller shall be capable of switching On/Off all the luminaires of a particular switching point based on the lighting schedule set by the Central Management Server (CSLMS).
3. It shall communicate to the CSLMS through the wireless communication unit over GSM/Wi-Fi/Ethernet.
4. Once the lighting schedule is set, it shall operate the luminaires according to that schedule till the lighting schedule is changed by the CSLMS.
5. It shall operate the luminaires according to the lighting schedule even if there is a communication fault between CSLMS and itself.
6. In the absence of any lighting schedule it shall operate (On/Off) the luminaires according to the time of the day.
7. It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.
8. If it is not able to communicate with the CSLMS, it shall store all the luminaires data internally and relay that data to CSLMS once the communication is established.
9. It shall be able to store luminaire logs / data for up to 7 days.
10. It shall have IP55 protection.
11. MSEDCL meter space in feeder panel controller.
12. Uniform Rating for all the panels.
13. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.
14. Group Control and group addressing via Feeder panel must be available. Individual addressing, group dimming is optional.

5.3. Street Light Controller

The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles.

1. It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.
2. It shall support PWM or 0-10v based dimming for dimming of the LED luminaires.
3. It shall be powered by 230 V AC available on Street Light poles.
4. Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.
5. It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule communicated to it by the CSLMS.
6. Once the lighting schedule is set, it shall operate the luminaire according to that schedule till the lighting schedule is changed by the CSLMS.
7. It shall operate the luminaire according to the lighting schedule even if there is a communication fault between CSLMS and itself.
8. In the absence of any lighting schedule it shall operate (On/Off) the luminaire according to the time of the day.
9. It shall communicate the real-time status (On/Off/Fault, fault type and voltage, current, wattage and Power Factor per phase) of the luminaire to CSLMS.
10. If it is not able to communicate with the CSLMS, it shall store all the luminaire data internally and relay that data to CSLMS once the communication is established.
11. It shall be able to store luminaire logs / data for up to 7 days.
12. It shall have IP65 protection.
13. Street Light Controller/ Feeder Controller shall detect and report the following faults to CSLMS

    a. Under/over voltage detection
    b. Main breaker error
    c. Contactor fault
    d. Circuit breaker off
    e. Circuit phase errors (fuse, breaker, etc.)
    f. Main power failure
    g. Leakage to ground
    h. Manual switch activated
    i. Phase current out of range
    j. Control cabinet door open
    k. Lamp failures

5.4. Gateway Device

The following functionalities shall be supported by Gateway device.

1. It shall facilitate the communication between the Central Management Server (CSLMS) and Street Light Controller (SLC).
2. It shall support GSM/Wi-Fi/Ethernet interface for uplink.
3. It shall support Wi-Fi/Zig bee/LoRA based Street Light Controllers.
4. One gateway shall be able to connect up to 50 Street Light controllers.
5. It shall have a storage capacity of storing the data of 100 luminaires for up to 7 days and should be able to transmit historical data stored in case of power failure.
6. It shall communicate with the CSLMS on real time basis.
7. It shall be powered by 230 AC available on the street light poles. Optionally Power over Ethernet also shall be supported.
8. It shall be weather proof with IP-56 casing with a lock and shall fit on the existing street light poles with a suitable clamps supplied by the vendor.
9. It shall have a battery power back up for up to 12 hrs.
10. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet for establishing connectivity between Street Lighting Gateway and CSLMS

5.5. Central Street Lighting Management System Functional Specifications

Software

1. The system shall provide web based central management software (CSLMS) to view, operate & manage the lighting system.
2. The CSLMS shall be hosted on a cloud server temporarily and later shall be migrated to Smart City Operations Centre (SCOC) once it is ready.
3. The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways
4. All software updates happen without the need for any human intervention except for scheduling the update operations.

Operations

1. Concessionaire need to provide minimum 1 managerial level staff at SCOC for handling day to day operation of CSLMS for 24*7.
2. It shall support multiple users with different privileges.
3. Only a user with admin privileges shall be able to create, modify or delete users.
4. The user privileges shall be view, operate and/or administer.
5. The user privileges shall be to a given set of street lights only
6. The street lights shall be divided into hierarchical groups called, zones, wards, locality, road, feeder units etc.
7. The street light groups shall be modifiable by the administrator only
8. Only a user with sufficient privileges shall control lights either at group or individual level.
9. All user log-in and log-off activity shall be logged.
10. All user activity that modifies any existing configuration of the CSLMS or gateways or light controllers shall be logged.
11. A logged in user shall be allowed to view, operate and manage the street lights & gateways for which he/she has privileges.
12. The CSLMS shall assign a unique id for each light fixture and gateway.
13. The CSLMS shall have the GPS location of light fixtures and gateways.
14. The light fixtures and gateways shall be shown on Google Maps.
15. The user shall be able to view the light fixtures on Google Maps either in groups or individually.
16. The user shall be able to set lighting on/off/dim policies for a group or individual lights.

17. Through the lighting policy the user shall be able to set the date & time when the light should be on and off.
18. Through the lighting policy the user shall be able to set the dimming level, its duration and the time of a day it should be active.
19. The policies shall be settable for any day within a year.
20. The user shall be able to create, modify, delete, enable and disable policies for a group of lights or individual lights easily.
21. There shall exist a default global policy that would be used by the street light controller in the absence of any specific light policy for it.
22. In case of any error during the setting of policies onto each street light, the CSLMS shall highlight the same and shall keep trying until cancelled by the user.
23. CSLMS shall control all the digital advertisement.
24. CSLMS should give advertisement status on each pole, obtained digitally or manually fed (in case of conventional boards).
25. CSLMS also need to notify for power outage and also calculate the percentage power outage per feeder panel.

Communication

1. The CSLMS shall communicate with registered Gateways only.
2. The CSLMS shall communicate with registered Feeder Panel Controllers only.
3. The gateways shall communicate with registered Street Light Controllers only.

Security

1. The communication between the CSLMS and other components in the system is secure so as to prevent eves dropping, device hijack and "man -in-the-middle" attacks.
2. Faulty gateways or light controllers can be replaced only after initiating that action through the CSLMS.

Notifications

1. It shall support the following types of notifications:
    a. email
    b. SMS
    c. mobile app alerts
2. A user shall be registered for notifications only for the street lights that he/she has privileges
3. The following events shall result in notifications
    a. Any fault detected by the system in the smart light fixture or controller or gateway.
    b. Any changes to the configuration of CSLMS, gateway or controllers

c. Any manual changes to the lighting schedule

d. Any manual control of the lighting

Reports & Analytics

1. It shall provide the following reports at either a group or individual street light level
    a. Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report.)
    b. Energy Consumption
    c. Power leakages
    d. Faulty Lights
    e. Fault rates
    f. Fault fixing
    g. High or Low voltage issues
    h. Pending user actions
    i. Pending policy
2. It shall provide the following analytics
    a. Fault trends
    b. Future energy needs
    c. Potential energy savings possible by changing lighting policies

Data Backup

1. All the configuration change activity logs shall be stored for the duration as set by the administrator.
2. All historical statistics shall be stored for the duration as set by the administrator.
3. It shall not let the administrator increase the duration if it detects that there would not be sufficient disk space to store the data for such long durations.
4. It shall automatically back up all the data as scheduled by the administrator

Mobile App

The system shall provide a mobile app with the following features

1. View, Operate & Manage the street lights
2. View and act on notifications

5.6. Environmental Sensors

NMSCDCL envisages installation of Environmental sensors on some of pole for monitoring various parameters that have environmental impact on the city such as temperature, humidity, rainfall and pollutants.

5.6.1. Overview

Environmental parameters, specifically air and noise pollution, are a major concern for the citizens and administrators of any city. As NMSCDCL aspires to be an environmentally sustainable smart city, integrated environmental monitoring stations comprising of various sensors shall be implemented in Nashik. The objectives of the system include:

- Integrated ambient air and noise pollution monitoring stations comprising of various environmental sensors for monitoring and trending of various ambient air and noise parameters;
- Tracking of environment with respect to these parameters and adjusting any framework for the city;
- Environmental sensors shall be integrated with SCOC for central monitoring and analysis;
- Environmental sensor parameters shall be available through City Connect portal and Mobile app and Applications for citizens as part of 'open data' initiative and to create citizen awareness.

5.6.2. Business Requirements

- Environment monitoring shall be done for tracking that the pollution and noise levels are within the acceptable limits.
- Display of parameters to citizens to create awareness and support 'open data' initiatives
- Establish frameworks for regulating these parameters in terms of any supporting initiatives for maintaining acceptable levels.
- CSLMS at SCOC, city connect application and website in an integrated manner.

5.6.3. Functional Requirements

- The following sensors are proposed:
  - Flood Sensor
  - Carbon Monoxide (CO) sensor
  - Ozone (O3) sensor
  - Nitrogen Dioxide (NO2) sensor
  - Sulphur Dioxide (SO2) sensor
  - Carbon Dioxide (CO2) sensor
  - Particulate/SPM Profile (PM10, PM2.5, and TSP) sensor
  - Temperature sensor

- Relative Humidity sensor
- Rainfall Sensor
- Noise Sensor

- SCOC shall have an integrated module which shall monitor overall environmental parameters from the sensors installed across the city.
- Environmental sensor shall be ruggedized enough to be deployed in open air areas such as streets and parks.
- Mounting arrangement of the environmental sensor need to be specified by the CONCESSIONAIRE.
- The software should display real time and historical data in chart and table views for dashboard.
- Software shall display trends of environmental parameters based on specific time periods (configurable).
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.

5.6.4. Technical Requirements

A. *Carbon Monoxide (CO) Sensor*

- CO sensor shall measure the carbon monoxide in ambient air.
- Range of CO sensor shall be between 0 to 1000 PPM.
- Resolution of CO sensor shall be 0.01 PPM or better.
- Lower detectable limit of CO sensor shall be 0.040 PPM or better.
- Precision of CO sensor shall be less than 3% of reading or better.
- Linearity of CO sensor shall be less than 1% of full scale or better.
- Response time of CO sensor shall be less than 60 seconds.
- Operating temperature of CO sensor shall be 0°C to 60°C.
- Operating pressure of CO sensor shall be ±10%.

B. *Ozone (O3) Sensor*

- O3 Sensor shall measure the ozone in ambient air.
- O3 Sensor shall have a range of at least 0-1000 PPB.
- Resolution of O3 sensor shall be 10 PPB or better
- Lower detectable limit of O3 sensor shall be 0.001 PPB or better.
- Precision of O3 sensor shall be less than 3% of reading or better.
- Linearity of O3 sensor shall be less than 1% of full scale.
- Response time of O3 sensor shall be less than 60 seconds.
- Operating temperature of O3 sensor shall be 0°C to 60°C.
- Operating pressure of O3 sensor shall be ±10%.

C. *Nitrogen Dioxide (NO2) Sensor*

- NO2 Sensor shall measure the Nitrogen Dioxide in ambient air.
- NO2 Sensor shall have a range of at least 0-10 PPM.
- Resolution of NO2 sensor shall be 0.001 PPM or better.

- Lower detectable limit of NO2 sensor shall be 0.001 PPM or better.
- Precision of NO2 sensor shall be less than 3% of reading or better.
- Linearity of NO2 sensor shall be less than 1% of full scale.
- Response time of NO2 sensor shall be less than 60 seconds.
- Operating temperature of NO2 sensor shall be 0°C to 60°C.
- Operating pressure of NO2 sensor shall be ±10%.

D. *Sulphur Dioxide (SO2) Sensor*

- SO2 Sensor shall measure the Sulphur dioxide in ambient air.
- SO2 Sensor shall have a range of at least 0-20 PPM.
- Resolution of SO2 sensor shall be 0.001 PPM or better.
- Lower detectable limit of SO2 sensor shall be 0.009 PPM or better.
- Precision of SO2 sensor shall be less than 3% of reading or better.
- Linearity of SO2 sensor shall be less than 1% of full scale.
- Response time of SO2 sensor shall be less than 60 seconds.
- Operating temperature of SO2 sensor shall be 0°C to 60°C.
- Operating pressure of SO2 sensor shall be ±10%.

E. *Carbon Dioxide (CO2) Sensor*

- CO2 Sensor shall measure the carbon dioxide in ambient air.
- CO2 Sensor shall have a range of at least 0-5000 PPM.
- Resolution of CO2 sensor shall be 1 PPM or better.
- Lower detectable limit of CO2 sensor shall be 10 PPM or better.
- Precision of CO2 sensor shall be less than 3% of reading or better.
- Linearity of CO2 sensor shall be less than 2% of full scale.
- Response time of CO2 sensor shall be less than 60 seconds.
- Operating temperature of CO2 sensor shall be 0°C to 60°C.
- Operating pressure of CO2 sensor shall be ±10%.

F. *Particulate Profile Sensor*

- Particulate profile sensor shall provide simultaneous and continuous measurement of PM10, PM2.5, SPM and TSP (measurement of nuisance dust) in ambient air.
- Range of PM2.5 shall be 0 to 230 micro gms / cu.m or better
- Range of PM10 shall be 0 to 450 micro gms / cu.m or better.
- Lower detectable limit of particulate profile sensor shall be less than or equal to 1 µg/m3.
- Accuracy of particulate profile sensor shall be <± (5 µg/m3 + 15% of reading).
- Flow rate shall be 1.0 LPM or better.
- Operating temperature of the sensor shall be 0°C to 60°C.
- Operating pressure of the sensor shall be ±10%.

G. *Temperature Sensor*

- Temperature sensor shall have the capability to display temperature in °Celsius.

- Temperature range shall be -10° to +60°C.
- Sensor accuracy shall be ±0.3°C (±0.5°F) or better.
- Update interval shall be 10 to 12 seconds.

H. *Relative Humidity Sensor*

- Range of relative humidity sensor shall be 1 to 100% RH.
- Resolution and units of relative humidity sensor shall be 1% or better.
- Accuracy of the sensor shall be ±2% or better.
- Update interval shall be less than 60 seconds.
- Drift shall be less than 0.25% per year.

I. *Rainfall Sensor*

- Rainfall sensor shall have the capability of displaying level of rainfall in inches and millimeter.
- Daily Rainfall range shall be 0 to 99.99" (0 to 999.8 mm).
- Monthly/yearly/total rainfall range shall be 0 to 199" (0 to 6553 mm).
- Accuracy for rain rates shall be up to 4"/hr (100 mm/hr) or ±4% of total.
- Update interval shall be less than 60 seconds.
- 0.02" or (0.5mm) of rainfall shall be considered as a storm event with 24 hours without further accumulation shall end the storm event.

J. *Noise Sensors*

- Noise sensor shall detect the intensity of the ambient sound in a particular area.
- Nosie Sensors shall be installed for the outdoor applications.
- Noise sensor shall be able to identify the areas of high sound intensity ranging from 30 dBA to 120 dBA.
- Noise sensor shall have resolution of 0.1 dBA.

K. *Air Quality Monitoring Software*

- Software shall display real-time and historical data in chart and table views.
- Software shall display trends of environmental parameters based on specified time periods.
- Software shall display and export sensor diagnostic information
- Administrator shall be able to manage access privileges for only authorized officials.
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.
- It shall be installed at the SCOC for the purposes of monitoring, display of information and control of the system.

5.6.5. General

- Except flood sensors, each environmental sensor shall be housed in modules and further integrated into one single enclosure to the extent possible.
- Data of all the environmental sensor shall be available on the same software interface.
- It shall be possible to remove or replace individual sensor modules without affecting the functioning of rest of the system.

5.6.6. Environmental Requirements

- Enclosure shall be rugged weather proof IP65 rated and shall house the power modules, thermal management system and user configured analyser modules as well.
- Environmental operating range shall be 0°C to +60°.

5.6.7. Electrical Requirements

- Power requirements of the system shall be 180-240 VAC, 50Hz.
- The CONCESSIONAIRE shall be responsible for any power conversions required for operations of this system.

5.6.8. Networking requirements

Environmental station shall support communications by Ethernet (RJ45)/Wi-Fi/GPRS/LORA/Zig bee/RF media etc.

5.7. Public Address System

NMSCDCL envisages installation of Public Addressing System at strategic locations to provide clear announcements during public-addressing or dissemination of information to public and provide one-way voice communication during an emergency or mishap. The location of PAS shall be on the key junctions (mostly on the poles) and other strategic locations with large foot fall. However, the identified locations may possibly change and hence need to be confirmed before implementation.

5.7.1. Functional Requirements

- The Public Address System (PAS) should be capable of addressing citizens at specific locations from the SCOC.
- The proposed system shall contain an IP-based announcing control connected to the SCOC.
- Public Address System shall be used at intersections, public places, market places or those critical locations as identified by NMSCDCL to make important announcements for the public.
- It shall be able to broadcast messages across all PA systems or specific announcement could be made to a particular location supporting single zone/multi zone operations.
- The system shall contain an IP-based amplifier and uses PoE power that could drive the speakers. The system shall also contain the control software that could be used to control /monitor all the components of the system that includes Controller, Calling Station and keypad, Amplifier (Mixing and Booster).
- The CONCESSIONAIRE shall describe in detail the design, operational and physical requirements of the proposed public announcement system to demonstrate compliance with all the specified requirements of RFP.
- PA system's master controller should have function keys for selecting the single location, group of locations or all locations, simple operation on broadcasting to any terminal or separated zones.
- PA system's master controller should facilitate multiple MIC inputs and audio inputs.
- Software based control should facilitate demarcation of broadcast as per zones/areas/systems

5.7.2. Technical Requirements

- 24V DC output shall be available to supply power to external relays
- The maximum/rated output power of the internal booster shall be 150 W / 300 W
- The frequency response shall be 60 Hz – 18 kHz (+1/-3 dB, @ -10 dB ref. rated output.
- The distortion shall not exceed 1% at the rated output, 1 kHz.
- The operating temperature range shall be -10°C to +55°C. The storage temperature range shall be -40°C to +70°C.

- The system shall comply to the following standards:
  - EVAC compliance acc. to IEC 60849
  - EMC emission acc. to EN 55103-1
  - EMC immunity acc. to EN 55103-2
  - Safety acc. to EN 60065

5.7.3. System Requirements

- The system shall be able to deliver 75 dB at the listening level
- The reinforced sound shall be distributed evenly throughout the listening area; the total variation in each area shall not exceed ±4 dB.
- An articulation loss of consonants of less than 15% shall be maintained.
- Each power amplifier with 30% spare capacity shall be provided to drive all loudspeakers during an emergency without overloading.
- All speaker lines shall be supervised for open circuit fault, short circuit fault, and short to ground fault. Upon detection, the status of the fault shall be indicated in the SCOC.

5.7.4. Power Amplifiers

Performance

- Frequency response 50 Hz – 20 kHz (+1/-3 dB, @ -10 dB ref. rated output)
- Distortion <1% @ rated output power, 1 kHz

Environmental conditions

- Operating temperature range -10 to +55 degree C
- Storage temperature range -40 to +70 degree C
- Relative humidity <95%

5.8. Emergency Call Box – Panic Button

The Emergency Call Box will enable instant direct connection to the required emergency agency – Police\Ambulance\Fire etc. – when required.
Below is a summary of Emergency Call Box points. Emergency call boxes placed in like crowded places like near to the college, bus stand shopping complex and religious places on the street lights. These boxes will be pole mounted with enclosures.

5.8.1. Solution Requirements

The primary goal of the Emergency Call box is to enable connectivity (audio / video) to emergency locations such as police, hospitals, fire department, etc.
Below are the functional requirements of this Emergency Call Box:

1 The emergency box (or panic button) will enable citizens to establish a two way audio (microphone and speaker) & camera (video camera and a video screen) communication link with Police (or / and with Authority's Disaster Management Cell or Command and Communications Center) through a press of a button.
2 Emergency/ Panic buttons to be strategically located, suitably sized and identified/clearly labeled for "Emergency".
3 The emergency feature must also be available within the mobile app which will enable the user to initiate a bidirectional audio call with Police /Command and Communications Center.
4 The unit shall preferably have a single button which when pressed, shall connect to Authority.
5 The box is expected to have Cast Iron or Steel Foundation sturdy body. IP-65 casing is expected for the housing.
6 The speaker and microphone is expected to be supported by VOIP Phone, Hands-free calling, Watertight and industrial grade equipment.
7 The CCTV Camera is expected to be IP based, Color camera with minimum D1 resolution, Day/Night mode operations.
8 CCTV camera needs to be fit at the ECB points to check the exact situation of the location at the time of Emergency call.

5.8.2. Technical Requirements

Sr. No.	Parameter	Minimum Specifications or better
1	Construction	Cast Iron/Steel Foundation, Sturdy Body for equipment
2	Call Button	Watertight Push Button, Visual Feedback for button press
3	Speaker & Microphone	VOIP Phone, Hands-free calling, Watertight and industrial
4	Connectivity	3G/4G/Ethernet/Fibre as per solution offered
5	CCTV Camera	IP based, Color camera with minimum D1 resolution, Day/Night mode operations
6	Battery	Internal Battery with different charging options (Solar/Mains)
7	Power	Automatic on/off operation
8	Casing	IP-65 rated for housing
9	Operating Conditions	0° to 50°C
10	Certification	UL/CE/EN

Section: VI – Pre- Bid Meeting

6. Pre-Bid conference

1 Pre-Bid conference of the Concessionaires shall be convened at the designated date, time and place. A maximum of two representatives of each Concessionaire shall be allowed to participate on Production of authority letter from the Concessionaire. However, attendance is not mandatory.

2 The Concessionaires need to submit the pre-bid queries at least one working day before the scheduled Pre-bid meeting, in the following format as per the deadline mentioned in section 2.1 of the RFP.

3 Maximum two person are allowed from One Agency are allowed for Pre-bid Conference.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/ Change

Note: Queries without proper reasoning may not be entertained. Reasons like 'company policy' and 'industry standard' may not be considered as proper reasons.

4 During the course of Pre-Bid conference(s), The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process

Section: VII – Service Level Agreements

7. Service Level Agreement

7.1. Implementation SLAs:

These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for commissioning of the project (up to GO-LIVE). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows:

#	Duration	Penalty
1	Per Week	0.5% of the Performance Security (Maximum 10% of Performance Security permitted)

In case, the Concessionaire reaches maximum of penalty at any point of time, NMC reserves the right to invoke the termination clause.

It is clarified that in case of encashment of performance bank guarantee on account of penalty, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. B1-B2 Tender type Penalty clause will be applicable on the Concessionaire.

7.2. Post-Implementation SLAs:

1 These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.

2 Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from Corporation or through the Performance Bank Guarantee.

3 The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. NMC will have the authority to audit through tools for accuracy and reliability.

4 The upper limit of penalty would be capped at 1% of the Performance Security for each quarter. In case the calculated penalty crosses 10% penalty of the Performance Security. NMC reserves the right to invoke the termination clause.

#	Uptime SLA (Monthly)	Penalty Clause
1	Uptime >= 99.5%	No Deduction
2	Uptime < 99.5%	(99.5%- Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment.

Note:

1. For LED luminaries:
    a. Downtime means non-working/ non-availability of LED luminaries at all locations. Uptime shall be calculated as [1- (no. of LED luminaries hours not available)/ (Total no of LED luminaries* Half of the total hours in one quarter)]. For ex, if 600 nos. of LED luminaries are deployed at various locations, and 20 LED luminaries do not work for 4 hours, the total non-working LED luminaries hours will be 20 and the uptime would be {1-(20*4/(600*90*12)}, 600 being the number of LED luminaries, for 90 days on 12 hours basis. This down time will be used for penalty calculations on quarterly basis. Actual downtime shall be obtained through CSLMS in minutes.
    b. Downtime for single LED luminary at any location should not be greater than 72 hours. For every day beyond this, penalty of Rs.200/- per LED luminary per location would be applicable in addition to penalty specified as per downtime SLA as mentioned above.
2. For Smart Street Lights and other systems:
    a. All devices have to be working and deliver the desired results. The no. of hours that the particular device/ equipment does not work will be treated as down time. Uptime shall be calculated as [1- (no. of hours the unit was not working) / (Total no of units available * Total hours in one quarter)]. For example, if 10 nos. of Smart LED are deployed at various locations, and 2 device/ units does not work for 5 Hrs., the total non-working device hours will be 10 unit hours, and the uptime would be {1-10/(10*90*11)}, 10 being the number of units, for 90 days on 11 hours basis. This down time will be used for penalty calculations on quarterly basis. The penalties would be levied for every unit down time hour– be it for non-availability of network, theft, damage etc.
3. Other Penalties
    a. It is expected that the Concessionaire should comply with all the Policy /Procedural / Regulatory Guidelines enforced by Government of India, Government of Maharashtra, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):
        i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of NMC.
        ii. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.
        iii. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.
        iv. For any of the breach for above-mentioned category, a penalty would be levied on the Concessionaire for every instance of occurrence if not responded as per the timelines mentioned in the table below:

Sr. No.	Type of Breach	Measurement (Unit)	Response Time (in unit)	Penalty on response w.r.t. delay /Unit
1	Information Security	Hours	1	0.2% of the Quarterly payment
2	Network & System Security	Hours	1	0.2% of the Quarterly payment
3	Guidelines	Days	7	0.2% of the Quarterly payment

b. The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire has to respond within one (1) hour of the event occurrence. If the Concessionaire responds in 02 hours 15 minutes, a penalty on pro-rata basis equivalent to (0.2% of first hour + 0.2% of Second Hour + 0.05% for 15 minutes) =0.45% would be imposed on the Concessionaire .

c. In case of more than three (3) instances of breach within a single calendar year, NMC reserves the right to invoke the termination clause along with legal action for serious offence as decided by NMC.

d. Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

Performance Parameter	Particulars	Penalty for non-achievement
Complaint Resolution	The complaint needs to be solved within 48 hours of lodging of complaint	Rs.100/lamp/day
Addressing phase failure issue	The phase failure should be resolved within same day	Rs.500/phase/day Rs.500/visit if Authority staff is engaged for resolving phase issue

Performance Parameter	Particulars	Penalty for non-achievement
Hours of operation of street lights	As per normal operating hours	Increased bill amount +100% as a penalty on this increased bill if average hours of operation per annum is more than 11 hours/day without approval of Authority.
Guaranteed savings	Concessionaire has to maintain the minimum guaranteed savings	Rs. 50,000 per month for every 1% reduction in minimum guaranteed energy saving.

4. Penalty for dimming below allowable limit (maximum Dimming allowed as per guidelines of NLC / Indian South Asian Society of Lighting Engineers)

In case the Concessionaire is found to be making dimming above as per NLC guidelines for the fixtures. For per fixture where dimming will be above as per NLC guidelines Concessionaire will be penalized Rs.100/- per fixtures.

5. Penalty for non-compliance with electrical safety related matters

In case the Concessionaire is found to be negligent in matters pertaining to electrical safety as per the requirement specified in Clause 4.10 of RFP, it shall be penalized by Authority to the extent of five times the value of actual damage caused to the street lighting infrastructure/other assets which will be ascertained by proper investigation to be undertaken by Authority.

In case the Concessionaire does not undertake electrical safety audit as per the requirement specified in Clause 4.10 of RFP, the Concessionaire shall be penalized by Authority to the extent of three times the cost of undertaking electrical safety audit as determined by Authority.

6. Penalties assessment

The Concessionaire will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS panel, hours of operation, details of events like phase failure, non-operational light points, etc. to Authority

Office of Authority or the third party consultant hired by Authority will conduct reconciliation of CSLMS report and DISCOM bills semi-annually and any discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

Section: VIII – Annexures

8. Annexures

8.1. Annexure I: Templates

1. The Concessionaire is expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.
2. Envelope A shall comprise following forms:
    a. Form 1: Technical Proposal Covering Letter
    b. Form 2: Details of Concessionaire
    c. Form 3: Power of Attorney
    d. Form 6: Declaration for opening of office in Nashik
    e. Form 7: Declaration that the Concessionaire has not been blacklisted
    f. Form 8: Technical Capacity of the Concessionaire
    g. Form 9: Financial Capacity of the Concessionaire
    h. Form 10: Joint Bidding Agreement
    i. Envelope B: Annexure II: Compliance Forms
    j. Form 4: Curriculum Vitae of Key Personnel
    k. Form 5: Proposed Implementation Work plan
3. Envelope C: Annexure III: Financial Proposal Templates
4. Annexure IV: Draft Agreement
5. Annexure V: Format for Report
6. Annexure VI: Format of Bank Guarantee for Performance Security
7. Annexure VII: DRAFT ESCROW AGREEMENT
8. Annexure VIII: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue

8.1.1. Form 1: Technical Proposal Covering Letter

Place:

Date:

To,
Commissioner
Rajiv Gandhi Bhavan,
Nashik Municipal Corporation,
Sharanpur Road,
Nashik-422001

Ref:
RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Technical Proposal covering Letter

Dear Sir,
We, the undersigned, offer to provide the services for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis in accordance with your Request for Proposal dated [Insert Date]. Our attached Technical Proposal is based on our full understanding of scope of work, requirements, terms and conditions and we unequivocally accept the same and shall be binding as mentioned in the RFP.

We agree to undertake the project for a period of 7 Years 9 months including implementation phase of 9 months and 7 Years of O&M in accordance with the terms of the Bidding Document.

Yours sincerely,

Signature:

Name:
Designation:
Address:
Date:
Company Seal:

8.1.2. Form 2: Details of Concessionaire (in case of consortium all member details need to be upload)

Concessionaire's Details

	Details
Concessionaire Name:	
state of incorporation:	
Address of the corporate headquarters and its branch office(s), if any, in India:	
Date of incorporation and/ or commencement of business:	
Corporate Identity Number:	

Brief description of the Concessionaire including details of its main lines of business and proposed role and responsibilities in this Project(s):

Details of individual(s) who will serve as the point of contact/ communication:

	Details
Name	
Designation	
Company	
Address	
Telephone Number	
E-Mail Address:	
Fax Number:	

Particulars of the Authorized Signatory of the Concessionaire:

	Details
Name	
Designation	
Address	
Telephone Number	
E-Mail Address:	
Fax Number:	

In case of a Consortium

The information above (1-4) should be provided for all the Members of the Consortium. Joint Bidding Agreement, should be attached to the Proposal.

Information regarding role of each Consortium Member should be provided as per table below:

Sr. No.	Name of Consortium Member	Role of Consortium Member

8.1.3. Form 3: Power of Attorney

8.1.3.1. Form 3A: Power of Attorney for signing of bid

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, we ..... (Name and address of the registered office of the Concessionaire as applicable) do hereby constitute, appoint and authorize Mr. /Ms. ..... (name & residential address) who is presently employed with us and holding the position of..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the RFP .....dated ..... issued by Nashik Municipal Corporation (NMC), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which NMC may require us to submit.

The aforesaid Attorney is further authorized for making representations to NMC and providing information/ responses to NMC representing us in all matters before NMC and generally dealing with NMC in all matters in connection with Bid till the completion of the Bidding Process.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the TD.

Signed by the within named

..... (Insert the name of the executants company)

Through the hand of

Mr. / Ms. .....

Duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executants)

(Name, designation and address of the executants)

.....

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

Name.....

Designation .....

.....

(Signature)

Name.....

Designation .....

Notes:

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants(s) in this regard.
- Also, wherever required, the executants(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants(s).

8.1.3.2. Form 3B: Power of Attorney for Lead Member by other members of the Consortium

(On Non- Judicial Stamp paper of appropriate value to be purchased in the name of Consortium)

Know All Men By These Presents That We, the Members whose details are given hereunder..... have formed a Consortium and having our Registered Office(s)/ Head Office(s) at ..... (Hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Lead Concessionaire") to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in Bid for _____, as per the scope of work stipulated therein for which Bids have been invited by the Nashik Municipal Corporation (NMC), to undertake the following acts:

(i) To submit Bid, participate and correspond in respect of the aforesaid Bid on behalf of the "Consortium".

(ii)To negotiate with NMC the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the contract with the NMC ("Contract") for and on behalf of the "CONSORTIUM".

(iii) To do any other act or submit any document related to the above.

(iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

(v)To submit the performance security or additional performance security in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Concessionaire shall ensure performance of the Contract and if either of the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this power of attorney shall remain valid, binding and irrevocable till completion of the Contract period i.e., _____ from the date of execution of the Contract.

The consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Concessionaire quotes in the Bid, negotiates and signs the Contract with the NMC and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium members as if done by itself.

In Witness Thereof, the members constituting the Consortium as aforesaid have executed these present on this ..... day of .....two thousand eighteen.

For and on behalf of the member of the Consortium

1.....

2.....

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this power of attorney for the delegation of power hereunder on behalf of the executant(s).

8.1.4. Form 4: Curriculum Vitae of Key Personnel

The Concessionaire shall provide a team of professional comprising following Key Personnel, dedicated for the Project. :

#	Key Personnel	Required Experience
1	Project Manager(1)	More than 7 Years of experience in the energy/ street light management sector, and having worked for at least one street light network system project in a town or an area of the town covering street lights of 9,000, managing operation & maintenance and management of the project for at least 2 year
2	Site Engineer (3)	More than 3 years of experience in the energy/ street light management sector, and having worked for at least one street light network system project in a town or an area of the town covering street lights of 1,000, managing operation & maintenance and management of the project for at least 1 year
3	Call Centre Executive – Complaint Redressal (1)	More than 5 years of experience in the customer services for a utility projects.

The Concessionaire shall provide curriculum vitae of these key personnel in the format provided below. Over and above these, adequate number of technicians, Street Light Workers and any other resources would be provided as approved by Independent Engineer.

Curriculum vitae (CV) format to be submitted with application for qualification

1	**Proposed Position**	
2	Name Of Staff	
3	Date Of Birth	
4	Nationality	
5	Personal Address	
6	Telephone No	
7	Fax No	
8	E-Mail Address	
9	Educational Qualification	
10	Other Training :	
11	Languages And Degree Of Proficiency	Languages / Speak / Read / Write
12	Membership In Professional Associations	
13	Professional Experience	
14	Work Experience In The Relevant Field For The Project	

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	Employing organization and title / position	Country	Summary of activities performed

DETAILED TASK ASSIGNED	
TASK	**PROJECTS HANDLED**

Experience on relevant projects/assignments	
Name of Project: Year	
Month and Year (From and To)	
Location	
Client	
Main Project features	
Position held	
Activities performed	

I, the undersigned, confirm that

1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

[Date]
(Name of Key Personnel)

Countersigned by-

(Signature of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name and seal of the Concessionaire)

8.1.5. Form 5: Proposed Implementation Work plan

Sr. No.	Activity	Months*													
		1	2	3	4	5	6	7	8	9					
1															
2															
3															
4															
5															
6															
7															
8															
9															
.															
.															
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.															
.															
.															
.															

Indicate all main activities and drill down to sub-activities of the assignment, including delivery of reports and other benchmarks.

* -- Duration of activities shall be indicated in the form of a bar chart.

8.1.6. Form 6: Declaration for setting-up of office in Nashik, Maharashtra

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Undertaking for setting up of an Office in Nashik/Maharashtra

Dear Sir,

We here by undertake that:
We shall set-up office in Nashik within 1(one) month in case we are declared successful in the bidding Process.
We have carefully read and understood the entire Bidding document. We do agree to all the terms and conditions mentioned in the Bidding Document.

Yours faithfully,

Signature:

Name:

Designation:

Address:

Date:

Company Seal

8.1.7. Form 7: Format for Declaration by the Concessionaire for not being blacklisted/Debarred/terminated

(In case of Consortium, to be provided by all the members of the Consortium)

(On the non-judicial stamp paper of appropriate value)

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

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

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed/ terminated by any Central/State Government/ PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on date of submission of the Bid.

In the event of any deviation from the factual information/ declaration, NMC reserves the right to reject the Bid or terminate the Contract without any compensation.

Thanking you.

Yours faithfully,

_____
Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone &Fax:
E-mail id:

8.1.8. Form 8: Technical Capacity of the Concessionaire

#	Particulars	Details of the project
1	Name of the project	
2	Name of the project Corporation	
3	Entity claiming for the Technical Capacity – Concessionaire/ Associate	
4	If in case of Associate, then the relationship with the Concessionaire and details (Attach extra sheets, if necessary)	
5	Client name	
6	Period of the project construction and commencement	Construction period – from dd/mm/yyyy to dd/mm/yyyy Project commencement date – dd/mm/yyyy
7	Location	/
8	Project cost (Rs. crore)	
9	Project scope Role played by the Concessionaire / Associate	
10	Equity holding of the Concessionaire/ Associate in the project executing company/ consortium	
11	Certificate provided by the Concessionaire/ Associate	

Instructions:

1 The Concessionaire is expected to provide information in a format provided above for a project, matching Qualification criteria as stipulated in Clause 2.4, of this RFP Document.

2 Certificates from the Concessionaire's statutory auditor or the client concerned must be furnished for the project. In jurisdictions, that do not have the statutory auditors, the auditors who audit the annual accounts of the Concessionaire should provide the requisite certification.

It may be noted that, in case of an absence of the proper certificate, as mentioned hereinabove, the information would be considered an inadequate and would lead to the exclusion of the project, in determining the Technical Capacity of the Concessionaire.

8.1.9. Form 9: Financial Capacity of the Concessionaire

(on CA letterhead)

Average Annual Turnover

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

Sr. No.	FY	Turnover **in INR Lakhs**
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Turnover	INR _____ Lakhs

Average Net worth

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

Sr. No.	FY	Net worth **in INR Lakhs**
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Net worth	INR _____ Lakhs

(Signature of Authorized Person with Seal)
(With Member ship Number)
Date:

Signature of Chartered Accountant
Date:

8.1.10. Form 10: Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20... (The Jt. Bidding Agreement)

AMONGST

1. ,..... Limited, a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the First Part which expression shall, unless repugnant to the context include its successors and permitted assigns);

And

2. ..... Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the Second Part which expression shall, unless repugnant to the context include its successors and permitted assigns)

   The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the Parties and each is individually referred to as a Party.

WHEREAS,

A. The Nashik Municipal Corporation hereinafter referred to as NMC has invited Bids by its Request for Proposal Tender No. ..... dated ..... (the RFP) for Appointment of the Concessionaire for Implementation of NMC Street Light Project on DBFOMMT basis (the Project);
B. The Parties are interested in jointly bidding for the Project as Consortium Members (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**
   In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. **Consortium**
   The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in the Bidding Process for the Project.
   The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

3. **Covenants**
   The Parties hereby undertake that in the event the Consortium is declared the Preferred Concessionaire and awarded the Project, for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. **Role of the Parties**
   The Parties hereby undertake to perform the roles and responsibilities as described below:
   a. Party of the First Part shall be the Lead Consortium Member of the Consortium and shall have the power of attorney from Second Part for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Effective Date under the Concession Agreement when all the obligations shall become effective;
   b. {Party of the Second Part shall be _____.}

5. **Joint and Several Liability** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire's obligations under the Concession Agreement.

6. **Representation of the Parties**
   Each Party represents to the other Parties as of the date of this Agreement that:
   a. such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and NMC to enter into this Agreement;
   b. the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Joint Bidding Agreement for the delegation of power and NMC to execute this Joint Bidding Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
      i. require any consent or approval not already obtained;
      ii. violate any applicable law presently in effect and having applicability to it;
      iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
      iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
      v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Selected Concessionaire, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

8. **Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD CONSORTIUM MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.
2.

Notes:

1. *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and NMC to execute this Agreement on behalf of the Consortium Member.*

8.2. Annexure II: Compliance Forms

Sr. No.	CSLMS Validation for 3-phase and single phase	Available	
		Yes	No
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).		
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons		
	a. Display live status of the switching points		
	b. Live readings of energy consumption details (meter packets) with current time stamps.		
	c. Configure or reset the timings etc.		
	d. Page/screen with GIS mapping		
	e. Page/screen with power failure information		
	f. Page/screen with lamp failure details		
	g. Page/screen for reports		
3	Operation Features		
	a. GPRS /GSM		
4	Timer Operation — Refer Test Methodology		
	a. On/off operation of switching point		
	b. Time setting operation — Set the RTC		
	c. Scheduling the ON and OFF timings		
	d. Check the real time or present status of the switching point.		
	e. Reset the unit — Time		
	f. Auto Recovery after power failure		
5	Meter Operations		
	a. Meter readings are reflected in the server		
	b. Periodicity of Meter Packet should be configurable from server		
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power		
6	Reports Downloading		
	a. Energy saving report - yearly, monthly, weekly or daily basis		
	b. Error reports — No of lights off and Panel Door Opened with Timing etc.		
	c. Power failure report etc.		
7	Time Sync/Auto synchronization in case of time skip		
8	Fault Detections in terms of failures for the followings with inclusive SMS alerts		
	a. Number of lights in glowing and non- glowing		
	b. High/low voltage		
	c. Overload on the phases		
	d. Theft alerts		
	e. Group failure of lights		
	f. No output supply		
	g. Power Failure		
9	CSLMS System Battery		

	a. Battery performance in case of Power Failure		
	b. Batter backup or UPS backup of 12 hrs. (Minimum)		
	CSLMS System Hardware:		
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement		
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)		
	c. Proper Earthing System		
	d. IP 55 or 65 for complete CSLMS system		
	e. Single Phase system - 5kVA		
	f. Three Phase system — 10kVA		
	g. Emergency on/off switch		

Sr. No.	Specification	Compliance (Yes/No)
1	Ability to control group based light on commands and policies	
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	
7	The smart street lighting system should be able to operate at any weather Conditions	
8	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.	
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as	

Sr. No.	Specification	Compliance (Yes/No)
	per the command received from the Lighting Operations Management software	
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	
14	The city administration should be able to operate the Smart Lighting System manually too.	
15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	
16	The smart lighting system is preferably a combination of LED lights and sensors	
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	
18	The controller should be able to operate autonomously as per the defined schedules and light level sensors	
19	Should enable Over the Air (OTA) firmware update	
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	
21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	
22	At any time, these policies can be overridden by human intervention with the system	
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	

Sr. No.	Specification	Compliance (Yes/No)
25	The sensor firmware should be upgradable from the central location.	
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	

8.3. Annexure III: Financial Proposal Template

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Subject: Financial Proposal

Dear Sir,

We hereby offer to Implementation, Operation and Maintenance of Smart LED Street Lights in Nashik at locations mentioned in this RFP for 7 Years 9 months of period mentioned in the RFP, as per terms and conditions as described in this RFP.

Table- 1

S no.	Particulars	Bid Quote
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of 60% (In percentage)*	A
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	B
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**A*B*Unit Rate*Baseline Consumption**
	Note	
	Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving.	

Details of Energy saving from individual pillar will be amicably decided as follows.

1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.

2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage.

3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)

4) The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.

5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"

Buyback Offer for existing Sodium Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B
1	70 w	28056		
2	150 w	28731		
3	250 w	8841		
4	400 w	1817		
5	T5 96W	8010		
			Total	

Buyback Offer for existing LED Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B

1	45 w	9481		
2	60 w	3522		
3	90 w	2976		
4	120 w	580		
			Total	

***Note**: Buy back offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the buy-back amount.*

Capex Cost of Smart LED Light Fixtures and Annual O&M cost per fixture with warranty period.

Sr. No.	Type of Smart LED Light Fixtures	Cost per fixture (In Rs.) (inclusive of all taxes)	Annual Operation and maintenance Cost (in Rs.) (inclusive of all taxes)	Warranty Period per fixture
1	45 w ±_5%			
2	60 w ±_5%			
3	90 w ±_5%			
4	120 w ±_5%			
5	210 w ±_5%			

***Note**: Capex and O&M per fixture offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the Capex and O&M per fixture amount. This offer will be for installation smart LED after the implementation of 92014 Fixtures, if NMC required more Smart LED for installation.*

Yours faithfully,

Authorized Signatory

Name & Designation :

Date :

Seal :

Business Address:

8.4. Annexure IV: Draft Agreement

This energy savings performance contract (hereinafter called the Concession Agreement) is made on the ____ day of _____, 20__ at _____by and amongst:

1 Nashik Municipal Corporation, having its headquarters at _____ through its _____, hereinafter referred to as **NMC;**

And

2 _____, a company registered under Companies act 1956/2013, having its registered office at _____, herein after referred to as the **Concessionaire**

NMC, NMC and the Concessionaire are hereinafter referred to individually as a Party and collectively as the Parties.

WHEREAS:

a. Nashik Municipal Corporation (NMC) operates the street lighting infrastructure in the city of Nashik and wishes to enter into a Concession Agreement with the Concessionaire. The Concessionaire will undertake the work of replacement of existing street lights in the Pan City area of Nashik City, with energy efficient smart LED street lights, installation of control systems along with operation & maintenance for a Concession Agreement period of 7 Years 9 months (the Project) including installation period of 9 months (extendable by 3 months with prescribed penalty clause) and remaining for O&M and energy savings payment from the Effective Date.
b. The Project area comprises of total of 92014 luminaires in place being operated by 1574 switching points/ feeder panels.
c. The Concessionaire submitted a bid in response to the request for proposal issued by NMC. The concessionaire has also given Live Demonstration of LED lamps & proposed CSLMS system which has met the technical specifications.
d. NMC has invited the Concessionaire to enter into this Concession Agreement.
e. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement.
f.
    a. Conditions of Contract
    b. Scope of Services
    c. Technical Specifications of the Project
    d. Baseline energy consumption
    e. Format for weekly reporting of fixture replacement
    f. Service Level Agreement
    g. Letter of Award and
    h. Results of Live Demonstration

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Concession Agreement to be executed on INR _____ stamp paper by their duly authorized representatives on ____ day of _____, 20__.

For and on behalf of the Nashik Municipal Corporation	
Name: _____ Designation: Commissioner	
In the presence of	
Witness Sign: Name: Address:	

For and on behalf of the Concessionaire	
Name: _____ Designation: _____	
In the presence of	
Witness Sign: Name: Address:	

NOW THEREFORE, the Parties agree as follows:

1. Definitions and interpretations

In this Concession Agreement (including the recitals and schedules), the following words and expressions have the following meanings:

Authority - Municipal Commissioner, acting on behalf of Nashik Municipal Corporation (NMC)

Commissioning Certificate will be issued by NMC against the installation, verification and testing of all the proposed street light technologies and infrastructure along with CSLMS panels.

Consent - means any permit, approval, authorization, agreement, no objection certificate, waiver or license which is required to be obtained by the Concessionaire in order to perform the Services.

Concession Agreement – this energy saving performance contract entered into between NMC and the Concessionaire on the date hereof, including the recitals and schedules, as may be amended from time to time by the Parties.

Concession Agreement Officer – An officer who has been dully authorized on behalf of NMC

Concessionaire –The Selected Concessionaire who is responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project.

Concessionaire Representative - the person appointed by the Concessionaire to represent the Concessionaire and communicate with **Nodal Officer.**

Corrupt Act – the act of promising, giving, receiving, or agreeing to receive money or some other item of value with a corrupt aim, or perceived aim, of influencing a public official in the discharge of his official duties; and acts giving rise to criminal liability under Indian Laws

Day- Day means a calendar day

Delay Liquidated Damages - means an amount per week of delay calculated in accordance with Section VII of the RFP in the event the Services are not completed in accordance with the Timeline.

Effective Date – the date on which this Concession Agreement and all of its schedules are signed by the duly empowered representatives of all the Parties.

Energy Baseline - has the meaning given in clause 4.9 of RFP.

Energy Conservation Measures (ECSLMS) – the installation of new equipment, modification or alteration of the Existing Lighting Infrastructure by the Concessionaire at the Concessionaire's cost, in the city of Nashik, or revised operation and maintenance procedures to reduce energy and maintenance costs by improving efficiency of use.

Energy Savings - Energy savings is a reduction of energy consumption or electrical demand resulting from the Concessionaire's ECSLMS taking into considerations quality of power supply.

Engineer In charge – Nominated authorized person of NMC.

Existing Lighting Infrastructure - all NMC owned street lighting equipment and apparatuses, including, but not limited to, poles, cables, wires, lighting fixtures, fittings, ballasts, lamps, tubes, switching devices and timers within the Project Area.

Force Majeure Event - has the meaning given in clause 29 of this agreement.

Laws – all current or future applicable Indian laws, administrative regulations, local regulations, regulations on the exercise of autonomy, special regulations, rules, judicial interpretations and other regulatory documents with legal binding force or any compulsory requirement.

Lender – any agency/ person providing financing to the Concessionaire in relation to this Project.

Nodal Officer: Authorized representative representing the Office of Authority.

Operation and Maintenance (O&M) – all the activities required for operation and maintenance of the street lighting fixtures handed over to the Concessionaire within the Project Area including, but not limited to, those required for meeting the lighting standards specified in this Concession Agreement.

Performance security – has described in Clause 31 of this agreement.

Project – has the described given in the Recitals.

Project Area – has the described given in the Recitals.

Services – the services to be performed by the Concessionaire pursuant to this Concession Agreement and described in Section IV of the RFP.

Term – the period starting on the Commencement Date and ending on the eighth (8th) anniversary of the Commencement Date, as may be extended in accordance with section 4 of RFP, or on the Termination Date, whichever is earlier?

Year- means the financial year beginning on the 1st day of April and ending on the 31st day of following March.

2. Interpretations

In this Concession Agreement, unless the context otherwise requires,

a) the words "include" and "including" are to be construed without limitation;

b) Energy Efficiency and EE will be used interchangeably in the document hereafter.

c) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

d) the Schedules to this Concession Agreement form an integral part of this Concession Agreement as though they were expressly set out in the body of this Concession Agreement;

e) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as executed, amended, varied, supplemented, modified or suspended at the time of such reference;

f) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Concession Agreement from or by any Party shall be valid and effectual only if it is in writing under the

hands of duly authorized representative of such Party in this behalf and not otherwise;

g) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

h) "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

i) The documents forming part of this Concession Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Concession Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order set out hereunder:
   - this Concession Agreement
   - all other documents forming part of this Concession Agreement

j) The tables of contents and any headings or sub-headings in this Concession Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Concession Agreement.

3. Concession Agreement Documents

This Concession Agreement is the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the Parties.

4. Term and commencement

4.1. Effective Date and Term

This Concession Agreement comes into effect on the Effective Date and expires on the eight (8th) anniversary of the Effective Date (the "Term"), unless terminated earlier pursuant to Clause 34 of this agreement or extended in accordance with clause 4.3 of this agreement.

4.2. Conditions Precedent

The Parties shall ensure that the following conditions are met as soon as possible following the Effective Date:

a. The Concessionaire has paid a fee in Indian Rupees equivalent to INR ..... (Rupees ..... Only) as an earnest money deposit (submitted at the time of RFP stage). The same shall be returned to Authority within 15 (fifteen) days of receipt of performance Security (of _____ %of the Contract Amount) from the Concessionaire.
b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)
c. NMC shall provide the Concessionaire with an authorization letter granting the Concessionaire the access to the Existing Lighting Facilities/infrastructure.

4.3. Extension of Term

NMC on receiving request from the Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement. The Concession Agreement Period would be 7 Years 9 months including implementation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment. After the end date of Concession Agreement, the Concessionaire will not be eligible for any payment except the pending payment of contract duration.

5. Services

5.1. Scope of Services

Without prejudice to any other provision of this Concession Agreement, the Concessionaire shall carry out the Services set out in Section 4 of RFP within the Project Area and undertake the other obligations to be performed by the Concessionaire as further described in this Concession Agreement from the Commencement Date and until the end of the Term.

5.2. Extension of the Scope of Services

In view of the continuous development of the city, the Concessionaire may be asked to install additional street lights and CSLMS panels and connect the same to overall CSLMS system. In case of such additions after commissioning of the project, Concessionaire need to provide fixture capex and cost for O&M per year wattage wise as per asked in the financial format.

Undertakings

The Concessionaire undertakes the following:

a) The provision of the Services shall not contravene any Law of the Country and shall comply with all Laws;

b) The Concessionaire shall perform and complete the Services in a professional, timely, safe and environmentally responsible manner and comply with the safety, health and security regulations in force in India and the State of Maharashtra;

c) The Concessionaire shall use appropriate, advanced and proven technology, software and information systems; and

d) The Concessionaire shall carry out its obligations under this Concession Agreement in a manner which is consistent with Indian standards, international best practices, methods, techniques, skills, diligence and prudence which are generally expected from a Concessionaire with similar obligations.

e)

6. NMC's Responsibilities

6.1. Access

NMC shall be responsible for providing the Concessionaire with, free of charge, on and from the Effective Date, access to all the information and data with regards to, the Existing Lighting Infrastructure and all land in the Project Area whose access is required for the performance of Services and in respect of which NMC has control. Access to the Existing Lighting Infrastructure and the land within the Project Area shall confer on the Concessionaire a right to only use the Existing Lighting Infrastructure and the land necessary to enable the Concessionaire to carry out the Services.

The Concessionaire will be provided with a small place in each zone with basic infrastructure where the Concessionaire will make available a person with amenities like computer, printer, phone, complaint register, etc. during working shift timings to register complaints regarding street lighting. These complaint handling centers will be connected to NMC's existing Complaint Management System and such centers should become fully operational within 30 days of allocation of such space by Authority.

If NMC removes any particular pole or fixture after commissioning, the Concessionaire shall be entitled for the Energy Savings Fee that would have arisen out of the energy savings pertaining for such fixture for the remaining life of the Project. If access to any particular pole or fixture is not provided by NMC to the Concessionaire during O&M phase; the Concessionaire shall be entitled to the Energy Savings Fee for the fixtures that would have arisen out of the energy savings pertaining to such fixtures for the amount of time when access was not provided.

6.2. Assistance to Concessionaire

If requested by the Concessionaire, NMC shall facilitate the Concessionaire in a timely and expeditious manner with the following:

a. Obtaining all the consents necessary for the Services (excluding the qualifications that the Concessionaire should already possess) such as construction permits, permits for temporary suspension of water, power or traffic, etc.
b. Protecting underground pipelines, buildings and structures (including historic relics) and trees located on or close to the Project Area
c. Consulting with the Concessionaire if any construction or installation project implemented by NMC or other local public entity in the city of Nashik may have direct or indirect impact on the Concessionaire
d. Obtaining MSEDCL's full cooperation during the Term of the Concession Agreement.

However, the Concessionaire has to arrange all the machineries and equipment required for the implementation of the project at its own expense. Also the Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.3 Lux level measurements

At random during project operation, NMC official shall ask Concessionaire to demonstrate the lux level of operating LED fixture to check compliance with the data recorded during live demonstration. Under such case, Concessionaire will have to install the LED fixture at the site of live demonstration and verify the lux level. If, during such test it is found that lux level has fallen below the minimum required average lux level and uniformity ratio, Concessionaire at its own cost will have to replace all the LED fixtures with similar wattage as per the direction of Engineer In charge. Also, the average lux level and uniformity ratio measured, for the existing street light fixture, during the live demonstration will be binding throughout the project term.

6.4 Operation and maintenance

NMC shall be responsible for the O&M of all the identified switching points and street lighting fixtures until the same are handed over to the Concessionaire.

The Concessionaire's Responsibilities

7.1. Energy Baseline Determination

NMC has provided a snapshot of energy consumption baseline conditions of street lighting under its jurisdiction in clause 4.9 of the RFP. Assuming 100% of the street lights are in operation and the average operating hours of the street lights is 11 hours/ day.

The baseline defined in clause 4.9 of the RFP is for existing condition of street lighting system in Nashik. However, actual baseline during the installation period (i.e. from the start of project to complete installation) may vary by ± 15% in terms of number of light points as well as electricity consumption. The Concessionaire may be asked by NMC to install/ uninstall light points during the time of implementation and subsequently, the baseline will be modified on the completion of installation of LED lights. This modified baseline will be considered for assessment of energy savings throughout the concession period for verifying the actual saving.

The Concessionaire, immediately from the Commencement Date, shall undertake field survey of street lighting systems to identify the fixtures for replacement. The Concessionaire has to perform this task in parallel to other activities and no additional time will be provided for this activity.

7.2. Services

The Concessionaire shall execute the services to be provided in accordance with scope of work.

7.3. Timeline for implementation of the project

The Services to be performed by the Concessionaire has been classified into two tasks. The Concessionaire has to adhere to the stipulated timelines as mentioned hereunder:

Task 1: Replacement of existing luminaires (within municipal boundary of Nashik Municipal Corporation) with LED luminaires (including LED lamp, driver and Luminaire) and installation of (CSLMS) – This activity shall be completed within 9(nine) months from the date of signing of this Concession Agreement.

Task 2: Undertake comprehensive operation and maintenance of street lighting network – This activity shall commence from the date of issue of satisfactory Installation, Testing and Commissioning certificate of all LED Street lights from Engineer-in-charge (i.e. only after complete installation in any particular zone) and shall continue for 10(ten) consecutive years from the effective date of signing of this agreement.

7.4. Extension of Implementation Timeline

Notwithstanding the clause 4.3, if the Concessionaire does not have access to part or the whole of the Existing Lighting Infrastructure for any reason, including, but not limited, to a Force Majeure Event (as defined in clause 29 of this agreement) for any period of time during the Term, then the Concessionaire shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for such period of time when the Concessionaire does not have access to all the Existing Lighting Infrastructure in the Project Area. Also, the timeline shall be extended for an equal period of time during which the Concessionaire didn't have access to all the existing Lighting Infrastructure.

7.5 Safety: Concessionaire has to take adequate major for electrical safety of the systems.

Once the street light to system is handed over to Concessionaire, up to the end of the Concession period, Concessionaire will be solely responsible for any type of electrical accident (Fatal/non-fatal) and related legal and financial Consequence responsibilities shall be borne by Concessionaire.

8. Asset Ownership

8.1. Existing lighting fixtures

NMC shall at all times during the Concession Agreement period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

The Concessionaire will not be held liable for lighting infrastructure existing prior to the date of commissioning of LED luminaires and CSLMS panels or arising from any event or circumstance that occurred prior to the date of commissioning.

The Concessionaire shall ensure the proper recording of the dismantled conventional fixtures, as per format attached at Annexure IV, to office of Authority at least on weekly basis.

8.2. Newly installed equipment and systems

The Concessionaire shall remain the owner of the LED luminaires and CSLMS panels installed by it during the term. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. This LED luminaires and CSLMS panels installed by Authority under this contract shall be free of any lien and should have paid all applicable taxes. At the end of the Term, the Concessionaire shall submit to Authority a list of all the equipment, fittings or other items that were replaced during the Terms.

The essence of this Concession Agreement is to keep all the street lights 'ON' and as such any nonfunctioning of street light fixtures/feeder panels/poles will be adversely reflected on the performance of the Concessionaire. Hence it will be in the interest of the Concessionaire to identify & attend to the faults & keep the lights 'ON' in a safe manner. The Concessionaire should employ only qualified and experienced personnel & use proper instruments, take adequate precautions, use good quality material, have proper supervision and maintain proper complaint management and public relations.

The Concessionaire should monitor the electrical load on each phase and each circuit in the panel & also maintain load balance equally on all the phases. He should never allow any circuit to be overloaded.

The material used for the work shall be new & of best quality available and work should be carried out with best workmanship. The material used and works carried out shall conform to the relevant Electricity Act 2003 as amended and rules of Bureau of Indian standards.

At the expiry of the Term/termination of the concession agreement, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed shall be vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS panels, along with CSLMS bill of material, to NMC.

10. Termination

10.1. Termination events

This Concession Agreement shall terminate:

a) due to a Force Majeure Event in accordance with clause 29;
b) due to a NMC/ Event of Default in accordance with clause 11 and
c) due to a Concessionaire Event of Default in accordance with clause 12;

11. NMC Event of Default

The following events, provided that they are not caused by a Concessionaire Event of Default or a Force Majeure Event and are not cured within sixty (60) days following the issuance of a notice from the Concessionaire, shall constitute a "NMC Event of Default" and the Concessionaire shall be entitled to terminate this Concession Agreement:

a) NMC fails to deposit monthly electricity bill or any other payment in the Escrow Account, for more than 1 months from its collection;

12. Concessionaire Event of Default

The following events, provided that they are not caused by a NMC or Authority Event of Default or a Force Majeure Event and are not cured within sixty (60) days or within specified timelines, following the issuance of a notice from NMC, shall constitute a "Concessionaire Event of Default" and Authority shall be entitled to terminate this Concession Agreement:

a) The Concessionaire made any representation or warranty that was incorrect when made in the bid or during the Concession Period;
b) Liquidation or insolvency of the Concessionaire;
c) Transferring the Services in violation of this Concession Agreement;
d) The Concessionaire has been convicted of a fraud and corrupt practices ;
e) The Concessionaire is in material breach of any of its obligations under this Concession Agreement;

f) NMC or Authority determines that the Concessionaire has, directly or indirectly, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the bidding process for this Project; and

g) The Concessionaire's failure to pay the Delay Liquidated Damages as per Section VII of the RFP.

Notwithstanding the above provisions, failure by the Concessionaire to issue monthly reports, daily reports and annual electrical safety energy audit report in accordance with clause 29 of this Concessionaire agreement shall automatically constitute a Concessionaire Event of Default without having to wait for the end of the sixty (60) days cure period.

13. Termination Procedure

13.1 Termination of this Concession Agreement by Authority

Authority may terminate this Concession Agreement by giving a termination notice to the Concessionaire if a Concessionaire Event of Default has occurred and continued for more than sixty (60) days or within specified timelines after Authority notified the Concessionaire of such Concessionaire Event of Default.

13.2 Termination of this Concession Agreement by Concessionaire

The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days after Authority has received a notice from the Concessionaire mentioning the Authority Event of Default and requesting Authority to remedy such Authority Event of Default.

14. Termination Payments

14.1 In Case of Force Majeure Event

Post the Force Majeure Event, the parties will have two options:

(a) Continuation of the Contract: After a Force Majeure event, both parties may mutually agree for continuation of the Contract. The Concessionaire shall have the right to two remedies under this option. 1) Recovery of costs of damaged assets through insurance claim, and, 2) equal sharing of costs of restoration of damaged assets between the Authority and the Concessionaire as duly certified by a reputed auditor appointed by the Authority. No additional compensation may be payable by the Authority on any account including loss of income.

(b) Termination of the Contract: After a Force Majeure event, both parties may mutually agree for termination of the Contract. Both parties shall have the right to a remedy under this option. 1) Equal sharing of the recovery of costs of damaged assets through

insurance claim, and, 2) payment of 50% of the Book value of the surviving assets by the Authority to the Concessionaire as duly certified by a reputed auditor appointed by the Authority. The Concessionaire agrees and undertakes to transfer the title and ownership of the assets including the equipment constructed or systems installed up to the Termination Date, utilized by it for provisioning of Services under this Agreement within a period of 30 days.No additional compensation may be payable by the Authority on any account including loss of income.

14.2 In case of Concessionaire Event of Default

If transfer of Assets happens before the expiry of term due to a Concessionaire Event of Default, then no payment will made to Concessionaire and all the equipment constructed or systems installed by Concessionaire up to the Termination Date will be forfeited.

14.3 In case of NMC's Event of Default

(a) If transfer of Assets happens before the expiry of term due to a NMC Event of Default, the Authority shall pay the Concessionaire 100 percent of the book value in relation to such assets including the equipment constructed or systems installed up to the Termination Date, as duly certified by a reputed auditor appointed by the Authority.

15. Transfer

Minimum six (6) months before the end of the Authorisation Period, the Parties shall discuss whether this Concession Agreement shall be renewed or not. If the Parties decide not to renew the Concession Agreement, then all the then Existing Lighting Infrastructure as may have been upgraded and maintained by the Concessionaire shall be transferred to NMC free of charge on the day immediately following the end of the Term.

During the Exit Management Period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the clause 34 of this Concession agreement including the ones being upgraded.

The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of term, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide

notice in writing on the Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

16. Employees and training

NMC shall remain the principal employer of the Nashik Municipal Corporation employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions to be agreed upon between the Parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

The Concessionaire will organize training program at NMC office wherein the Concessionaire will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of Concession Agreement period on the operation, maintenance and repair of the equipment and systems installed by the Concessionaire

The Concessionaire's personnel, representatives or other members of the Consortium shall be under the complete control of the Concessionaire and shall not be deemed to be employees of NMC in any case.

17. Delay liquidated damages

Where the Concessionaire fails to complete the Services within the Timeline provided under clause 7.3 and 7.4 of this agreement, Authority shall be entitled to apply Delay Liquidated Damages as follows:

18. Limitation of Liability

Neither NMC nor the Concessionaire shall be liable to the other under this Concession Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the other Party unless otherwise specified in this Concession Agreement.

Unless this Concession Agreement provides otherwise, no approval, expression of satisfaction, comment, review, payment or certificate whatsoever made or given (or any failure to make or give the same) by NMC/Authority its employees under this Concession Agreement, shall relieve the Concessionaire of any of its obligations, risks or liabilities under this Concession Agreement.

19. Third party claims

19.1 Indemnification

The Concessionaire shall indemnify and hold NMC and Authority and its employees harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or willful misconduct of the Concessionaire, any Sub Concessionaire or their employees, in respect of the following:

a) the death or injury of any person;
b) loss or damage to any property, real or personal; and
c) Third party losses and claims.

19.2. Handling of Claims

If any proceedings are brought or any claim is made against NMC or Authority in relation to the performance of the Services by the Concessionaire, or any of its employees, NMC or Authority shall promptly notify the Concessionaire and set out full particulars of the claim. The Concessionaire shall conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims at its own expense and on behalf of NMC or Authority and with Authority's assistance.

20. Settlement of disputes

20.1 Consultation

Both Parties must agree that in the event any dispute, controversy or claim arising between the Parties out of, under or in connection with this Concession Agreement, or in the interpretation of any of its provisions, including any question regarding its existence, validity or termination, the Parties shall meet promptly on the request of either Party in an effort to resolve such dispute, controversy or claim through consultation in an amicable manner. If a settlement is not reached then the matter shall be referred to NMC, Nashik for seeking their advice. Pursuant to this clause within thirty (30) days of the said request, the Parties shall refer their dispute to Arbitration.

20.2 Arbitration

Any dispute or difference whatsoever arising between the Parties to this Contract arising out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator i.e. "The Commissioner of NMC". The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, India. The language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

21. Taxes and duties

Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement.

Advertisement Tax to be paid to NMC as applicable.

22. Confidentiality

The Parties shall treat as confidential the existence and contents of this Concession Agreement (including its Schedules), all the information and documents obtained in relation to this Concession Agreement, the Services, as well as all other aspects of the Project contemplated under this Concession Agreement. The duration of the confidentiality obligation shall last for two (2) years following the end of the Term.

The above clause shall not apply in following cases:

a) Information already published or otherwise publicly available;
b) Information already obtained by one Party in a manner which does not breach a confidentiality obligation;
c) Information obtained from a third party in a manner which does not breach a confidentiality obligation;
d) Information required to be disclosed in accordance with Indian Laws; and
e) Information disclosed for the purpose of the performance by either Party of its obligations under this Concession Agreement.

23. Notice

23.1 Notice

Any notice under this Concession Agreement shall be in writing and in English, and shall be delivered in person or sent by registered post, fax or email to the following addresses: For Authority _____

For Concessionaire _____

23.2 Change of Information

Should either Party need to change its contact information, it shall inform the other Party in writing fifteen (15) days in advance. The change takes effect immediately upon receipt of such notice by the other Party.

24. Insurance

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

25. Representations and warranties

25.1 The Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to NMC that:

a) The Concessionaire is an independent company duly incorporated, validly existing and of good standing under Indian Laws;
b) The Concessionaire is financially solvent, is able to pay its debts as they mature, and has sufficient capital and resources to complete its obligations under this Concession Agreement;
c) The Concessionaire is not a party to any legal, administrative, arbitral, investigation or other proceedings or controversy, pending or (to the best of the Concessionaire's knowledge) threatened, that would adversely affect its ability to perform its rights and obligations under this Concession Agreement;
d) Without NMC's or Authority's written permission, the Concessionaire shall not engage in any related activities in the city of Nashik that may impinge upon this Project, other than the Services;
e) The execution and performance of this Concession Agreement will not result in a breach or violation of, or constitute a default under, any agreement to which the Concessionaire is a party; and
f) The execution and performance of this Concession Agreement has been duly authorized, and this Concession Agreement has been duly executed by the signatories and constitutes a legal valid and binding obligation.

25.2 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

a) Authority has the power and authority to enter into and perform its obligations under this Concession Agreement;
b) The execution of this Concession Agreement will not result in a breach or violation of or constitute a default under any agreement to which it is a party.

26. Representatives

26.1. Authority's representative

Authority may from time to time replace its Representative by notifying the Concessionaire (to be effective upon receipt by the Concessionaire).

The Authority Representative shall have full authority and power to represent and act for Authority at all times during the Term. All notices, instructions, orders, certificates, approvals and all other communications under this Concession Agreement shall be given by, and to, the Authority Representative unless Authority notifies the Concessionaire otherwise.

26.2 The Concessionaire's Representative

The Concessionaire Representative shall have full authority and power to represent and act on behalf of the Concessionaire at all times during the Term, including for sending or receiving notices, instructions, information and all other communication in relation to this Concession Agreement.

The Concessionaire shall not revoke the appointment of the Concessionaire Representative without notifying Authority of the new Concessionaire Representative.

27. Governing Law and Language

27.2 Governing Law

This Concession Agreement is governed by and construed in accordance with the Laws of India and the State of Maharashtra.

27.3 Language

This Concession Agreement is written in the English language. All communications and information provided should be in writing and in the English language only.

28. Force Majeure

A "Force Majeure Event" shall mean any event or combination of events occurring inside or directly involving the city of Nashik that is beyond the reasonable control of Authority or the Concessionaire, as the case may be, occurring or subsisting after the Effective Date and which (or the effects of which) is unavoidable, notwithstanding the reasonable care of the Party affected, including, in the case of the Concessionaire, any Sub Concessionaire, and, in the case of the Concessionaire only, such event(s) could not

have been foreseen by an experienced Concessionaire, or to the extent that the event(s) could have been foreseen by an experienced Concessionaire, such Concessionaire could not have reasonably mitigated against the effects of such events. Such Force Majeure Events include, but are not limited to:

a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
b) Rebellion, sabotage, act of terrorism, revolution, insurrection, civil war or epidemic (excluding vandalism);
c) Lightning, earthquake, flood, hurricane, typhoon, tornado or volcanic activity.

Such events cannot be caused or contributed to by an act or omission of the Party relying on it or persons for whom that Party is responsible.

If either Party is prevented, hindered or delayed from performing any of its obligations under this Concession Agreement by a Force Majeure Event, then it shall notify the other Party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for so long as the relevant Force Majeure Event continues and to the extent that such Party's performance is prevented, hindered or delayed.

The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effects thereof upon its/their performance of this Concession Agreement and to fulfil its/their obligations under this Concession Agreement, but without prejudice to either Party's right to terminate this Concession Agreement.

No delay or non-performance by either Party caused by the occurrence of any Force Majeure Event shall:

a) constitute a breach under this Concession Agreement;
b) extend the Term; or
c) Give rise to any claim for damages or additional cost or expenses occasioned thereby.

If the performance of the Services is substantially prevented, hindered or delayed for more than one hundred and twenty (120) consecutive days on account of one or more Force Majeure Events during the Term, either Party may terminate this Concession Agreement by giving a notice to the other. If this Concession Agreement is terminated pursuant to this clause, NMC shall pay to the Concessionaire the part of the Energy Savings Fee payable for the Energy Savings performed prior to the Termination Date

and the part of the O&M Fee payable for the operation and maintenance services performed prior to the Termination Date. The Concessionaire shall not be entitled to any further compensation.

Notwithstanding this clause, Force Majeure Events shall not apply to any NMC's or Authority's obligation to make payments to the Concessionaire hereunder.

29. Material Adverse Government Action

A "Material Adverse Government Action" ("MAGA") shall mean any act or omission, after the Effective Date, by NMC or Authority or any other public entity, which has a Material Adverse Effect.

A MAGA shall include the following circumstances:

a) Any imposition or change of Law that is directly targeted at the Project and/or projects similar to the Project and/or that is discriminatory against the Concessionaire.
b) Any imposition or change of Law of an environmental or technical nature which would have the effect of making the Laws more stringent than the Law in force at the Effective Date
c) Expropriation or compulsory acquisition, or seizure of the Existing Lighting Infrastructure by a public entity with respect to substantially the same subject matter
d) Any material breach by Authority of its obligations, including, but not limited to, failure to supply electricity within the whole or part of the Project
e) Any regulator's decision having the effect of decreasing the Concessionaire's remuneration under this Concession Agreement.

Within 30 days of notice to Authority of a MAGA, Authority shall procure the remedy of the MAGA in question. Should Authority fail to procure a remedy prior to the expiry of 30 day period, the Parties shall discuss the issue in an attempt to reach a mutually satisfactory solution that restores the Concessionaire to the position it would have been in had such MAGA not occurred (including compensation for costs and loss of profits). If the Parties fail to reach an agreement on a satisfactory solution, the Concessionaire shall have the right to terminate this Concession Agreement.

The Concessionaire shall not be excused for performing its obligations under this Concession Agreement upon the occurrence of a MAGA, unless the Material Adverse Effect caused the Concessionaire to fail to perform its obligations.

30. Performance Security

30.1. Performance Security

The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 7 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.

Authority shall invoke Performance Security in case the Concessionaire fails to discharge their Concession Agreement obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall secure the proper and timely performance of the Concessionaire's obligations as from the Commencement Date until the end of the Term, including the payment of Delay Liquidated Damages pursuant to clause 15. In case the performance Bank Guarantee is partly encashed on account of Liquidated Damages, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. In case the Concessionaire doesn't maintain the required PBG amount then same shall be recovered from his share (energy saving and advertisement revenue) from escrow account.

All fees, taxes, costs and expenses associated with procuring, preparing, completing and stamping (if applicable) the Performance Bank Guarantee shall be the responsibility of and paid by the Concessionaire.

30.2 Notice

Authority shall, prior to making any demand under the Performance Bank Guarantee, send a written notice to the Concessionaire mentioning the existence of a Concessionaire Event of Default and providing a cure period of fifteen (15) days. If the Concessionaire does not remedy its Concessionaire Event of Default within these fifteen (15) days, then Authority shall be entitled to call part or full, as relevant, of the Performance Bank Guarantee.

30.3 Replacement

Where the Performance Bank Guarantee is subject, pursuant to its terms, to a fixed expiry date, the Concessionaire shall, not less than fifteen (15) days prior to such expiry date, amend or replace the Performance Bank Guarantee, as the case may be, with a duly executed amended or replacement guarantee. Any replacement Performance Security must be issued for at least one (1) year by any Scheduled Bank having a branch

at Nashik city, and should be on identical terms as original Guarantee issued. If the Concessionaire fails to provide an amended or replacement Performance Bank Guarantee as required, Authority may issue a demand under the Performance Bank Guarantee for the full amount available and shall be entitled to hold such amount as security for the performance of the Concessionaire's obligations under this Concession Agreement until a replacement Performance Bank Guarantee is provided (whereupon such amounts shall be returned to the Concessionaire without any obligation to account for interest).

If the Concessionaire is unable to provide new Performance Bank Guarantee for a period of more than a month from its expiry date, the Authority has the right to terminate the Concession Agreement.

31. Reporting

During the Term, the Concessionaire shall provide monthly reports to Authority with a separate copy to NMC about the following matters:

a) Energy saving report including CSLMS data
b) Operation and maintenance services;
c) Load reduction
d) Update on the assets;
e) Any other relevant as said by NMC or Authority.

If the Concessionaire does not issue monthly reports within ten (10) days of the end of the relevant month for any three (3) consecutive months or there is major false information in more than three (3) reports during the Term of the Concession Agreement, this breach shall constitute a Concessionaire Event of Default.

32. Miscellaneous

32.1 Assignment

Neither NMC or Authority nor the Concessionaire shall without the expressed written consent of the other Party assign or charge to any third party this Concession Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

32.2 Entire Agreement

This Concession Agreement constitutes the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing and approved by both Parties. This Concession Agreement supersedes all communication, negotiations and agreements (whether written or oral) between the Parties made prior to the Effective Date with respect to the Services.

32.3 Amendments

Any amendment, addition or variation to this Concession Agreement shall be valid and binding only if in writing and only if signed by the authorized representatives of both Parties.

32.4 Severability

Should any provisions in this Concession Agreement be invalid, illegal or unenforceable or be held invalid, illegal or unenforceable by any competent tribunal or court, the remaining provisions of this Concession Agreement shall remain valid and enforceable.

32.5 No Partnership

This Concession Agreement does not constitute a joint operation or partnership in the legal sense between the Parties. The Concessionaire is a service provider to Authority.

33. Exit Management

33.1 Purpose

i. This clause sets out the provisions which shall apply on expiry or termination of the "Contract Agreement" on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, Client shall have the right to, at its sole discretion, apply this clause.

ii. The Parties shall ensure that their respective associated entities, in case of the Client or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

33.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to Client.

- During this period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the bidding document including the ones being upgraded to the Client.
- The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of Client during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract Period, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

- The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, Client is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to Client on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.
- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand overall Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide comprehensive maintenance of all the hardware/Software as detailed in RFP during the concession period, Concessionaire must ensure that all the items are in working condition with support of OEM related to repair/replacement/availability of spare parts for at least 03 years at the time of exit.
- From the first day of last month of the concession period, testing phase of overall system installed by the Concessionaire will be started in phases so that all the equipment are proved to be in working conditions and handed over to NMC on the last date of the concession period and before issuing completion certificate and PBG.

33.3 Cooperation and Provision of Information

During the exit management period:

a) The Concessionaire shall permit Client or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to assess the existing services being delivered.

b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by Client or its nominated agencies, the

selected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the Concession Agreement. The Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). Client or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit Client or its nominated agencies and/or any entity nominated by Client to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

33.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to Client the following:
    - o Information relating to the present services provided and customer satisfaction surveys.
    - o Documentation pertaining to Project related data and confidential information.
    - o All current and updated data as is needed for purposes of the Client or its nominated agencies for transitioning the services either to Client or the entity nominated by Client.
    - o All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable Client or its nominated agencies, or to the entity nominated by Client to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or to any entity nominated by Client (as the case may be).

  Before the exit management period expire, the selected Concessionaire shall deliver to Client or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.

- Before the exit management period expire, unless otherwise provided under the Concessionaire Agreement, Client or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of Client or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating

to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.

33.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Concessionaire to the department or its nominees, or an entity nominated by Client applies to any or all of the employees of the Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of the Concessionaire or its nominated agencies or its entity nominated by Client may make an offer of employment or contract for services to such employee of the Concessionaire and the Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Client or its nominated agencies or any Replacement Concessionaire.

33.6 Transfer of Certain Agreements

On request by the Client or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favor of Client or its nominated agencies, or its entity nominated by Client in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

33.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to Client or its nominated agencies, and/or any entity nominated by Client in order to inventory the assets or Assets.
- The Concessionaire shall also give the Client or its nominated agencies, or any entity nominated by Client right of reasonable access to the Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by Client rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Concession Agreement as is reasonably necessary to migrate the services to Client or its nominated agencies, or a Replacement Concessionaire.

33.8 General Obligations of the Concessionaire

- The Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Client or its nominated agencies or any entity nominated by the Client and which the Concessionaire has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Concessionaire or associated entity is deemed to be in the possession or control of the Concessionaire.
- The Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

33.9 Exit Management Plan

The Concessionaire shall provide the Client or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with Concession Agreement as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

33.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years. It shall be part of exit plan to submit letter from OEMs in this regard.

8.5. Annexure V: Format for Report

Nashik Municipal Corporation

WEEKLY REPORT OF FIXTURES REPLACEMENT

Date: DD/MM/YYYY

Number of fixtures dismantled till last week =

Number of fixtures handed-over till last week =

Number of fixtures for which sign-off obtained from Authority till last week =

Number of fixtures dismantled this week =

Signature of Concessionaire

{Name}

{Designation}

8.6. Annexure VI: Format of Bank Guarantee for Performance Security

In consideration of the ---- [Insert name of the Concessionaire] submitting the response to RFP _____ (RFP no..... dated.....) issued by NMC considering such response to the RFP of ..... [Insert the name of the Successful Concessionaire] (Which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the [insert the name of the Successful Concessionaire] and issuing Letter of Award dated. ------- As per terms of RFP and the same having been accepted by [insert the name of the Successful Concessionaire].

As per the terms of the RFP, the _____ [insert name & address of bank] (hereinafter referred to as ' Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NMC forthwith on demand in writing from NMC or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Concessionaire/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the changes in the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____

Our Guarantee shall remain in force until..... NMC shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that NMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ---------- [Insert name of the Successful Concessionaire]. The Guarantor Bank shall not require NMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [insert the name of the Successful Concessionaire] to make any claim against or any demand on the Successful Concessionaire or to give any notice to [insert the name of the Successful Concessionaire] or to enforce any security held by or to exercise, levy or enforce any distress, diligence or other process against the Successful Concessionaire.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NMC serves upon us a written claim or demand.

Signature _____

Name_____

Power of Attorney No._____

For

[Insert Name of the Bank] __

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. .....

Signature

Name and Address

2. .....

Signature

Name and Address

1. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NMC in writing.

2. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

3. This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Nashik shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Signed and Delivered by [xx] Bank
By the hand of Mr. /Ms. [xx], it's [xx] and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

8.7. Annexure VII: DRAFT ESCROW AGREEMENT

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... day of ..... 20.....

AMONGST

1 ..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at ..... (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 .....name and particulars of the Escrow Bank and having its registered office at ..... (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 [The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at _____ (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated ..... with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on operate, maintain and transfer (OMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively

assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All money received in relation to the Project from banks, insurance claims and shareholders;

(b) All Fee and any other revenues from or in respect of the Project, including the proceeds of insurance claims; and

(c) Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project

(d) The Concessionaire has to deposit monthly revenue generated by advertisement to escrow account at the start of the month as per the financial bid submitted will be credited to NMC.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by

bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)).;

and

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) MSEDCL electricity bill payment

(b) all government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) monthly proportionate provision of debt service due in an Accounting Year;

(f) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if

any

(g)Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting

Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) monthly proportionate provision of debt service due in an Accounting Year;

(f) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g)Balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance

claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within

a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days .

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

Any lender providing financial assistance for the Project and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of

lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify

the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party")** within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20.2 from Draft agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Indore shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any

obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection

with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof [$]:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
ESCROW BANK by:

(Signature
(Name)
(Designati
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
[Nashik Municipal Corporation by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1.

2.

[$] To be affixed in accordance with the articles of association of the Concessionaire.

Annex A

{A copy of the Concession Agreement, executed between the Concessionaire and the Authority to be attached as Annex A}

8.8. Annexure VIII: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue

Division Name- Satpur

Sr. No.	Road Name		Total Electric Pole
	From	To	
1	ABB Circle, Trambak Road, Satpur	Pimpalgaon bahula, Trambak Road, Satpur	102
2	Papayaz Nursary, Trambak Road, Satpur	Glaxo, Ambad, Linkroad	84
3	Amrut Gardan, Trambak Road, Satpur	Bardan Phata, Shivaji Road	151
4	Gangapur Gaon Jakat Naka	Jihan Circle Bhosla School	148
5	ITI Signal, Trambak Road, Satpur	Parijat Nagar, MIDC	31
6	ITI Signal, Trambak Road, Satpur	Mutha Hospital, Nasardi Bridge	13
7	Ambika Sweets, Trambak Road, Satpur	Canfrihansa Company, MIDC	39
8	Satpur Coloney Circle, Trambak Road, Satpur	Ashok Nagar Police Station	53
9	Victor Stop, Trambak Road, Satpur	Reliance Petrol Pump, Pipe Line Road	65
10	Anandvalli Pipe Line Road	Shaan Tractor Showroom, MIDC	34
11	Kalayatan Karga, MIDC	Fire wall, Trambak Road, Satpur, NTP Company	22
12	Vodafone B-31, MIDC, Road	Myco Company Gate, MIDC	61
13	Bardan Phata	Amrut Garden	150
14	Papaya Nursery	Garware Point	185
15	Amrut Gardan, Trambak Road, Satpur	Pimpalgaon Bahula	40
16	Gangapur Gaon	Jehan Circle	150
		Total	1328

Division Name- Nashik West

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Canada Corner	Chopada Lawns	22
2	Jehan Circle	Model Coloney	11

Sr.No	Road Name		Total Electric Pole
	From	To	
3	Gadkari Chowk	Chandak Circle to Myco Circle	32
4	Chopda Lawns	Niyojit Dr.Vasant Pawar Chowk, Swami Vivekanand Marg	46
5	Shalimar	Ganjamal Signal	5
6	Murlidhar Appa Shinde Chowk	Rachana School, Akashwani Tower, Narsiha Nagar	15
7	Godavari Colony, College Road	Boys Town, School	21
8	Boys Town School	Tibetiyan Market	14
9	Trambak Naka Signal	Ganjamal Signal	17
10	Sarda Circle	Gadkari Chowk	17
11	Mumbai Naka	Mahamarga Bus Stop	4
12	Mahamarg Taxi Stand	Chandak Circle	22
13	Jyoti Store, New Pandit Coloney	Raka Gardan Chowk	15
14	City Center Mall	ABB Circle Road	63
15	Mumbai Naka	Modak Chowk	33
16	Myco Circle	Trimurthi Chowk	45
17	Canada Corner	Sharanpur Police Station	25
18	CBS	Canada Corner Patil Plaza	25
19	Ashok Stambha	Jihan Circle	55
20	Trambak Naka Signal	Myco Circle	17
21	Myco Circle	ABB Circle	33
22	CBS	Shalimar Chowk	8
		Total	545

Division Name- Panchavati Division

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Ramvadi Bridge	Dindori Naka	29
2	Pethphata Signal	Pethroad Phulenagar Rau Hotel	66
3	Sundar Narayan Mandir	Malegaon Stand	7
4	Aurangabad Naka	Nandur	160
5	Makhamalabad Canal	Asarambapu Aashram	50
6	Hirawadi Kamalnagar Auto Stand	Minatai Thakare Stadium	8
7	Dindori Road Goraksha Nagar	NMC	157
8	Nandur Bridge	Jatra Hotel	153
9	Janardhan Swami Aashram	Laxmi Narayan Mandir	38
10	Sangam Bridge	Indrapratha	257

Sr.No	Road Name		Total Electric Pole
	From	To	
11	Aurangabad Road Aashram	Takali road	54
12	Laxmi Narayan Bridge	Dream City Chowk	50
13	New Shahi Marg	New Shahi Marg Extension	39
14	Old Adgaon Naka	Nandur	160
15	Swami Narayan Bridge	Gadge Maharaj Bridge	125
16	Gadge Maharaj Bridge	Talkuteshwar	25
17	PethPhata	Makhamalabad Naka	10
18	Holkar Bridge	Sundar Narayan	7
19	Asaram Bapu Bridge	Makhamalabad Canal	50
20	Dindori Naka	Ramwadi Bridge	29
21	Dindori Road	Nimani Bus Stand Panchavati Depo Bridge	34
22	Dindori Naka	Meri Reliance Petrol Pump	50
23	Old Adgaon Naka Hirawadi Corner	Kamalnagar	53
		Total	1611

Division Name- New Nashik

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Garware Point	Exo Point	70
2	Trimurti Chowk Ambad Linkroad Reliance Janta Sweets	Vijay Nawal Patil School Ambad Linkroad	40
3	Ambadlink Road Naval Patil	Pathardi Phata Mumbai Agraroad	35
4	Divya Adlad	Savtanagar, Pawannagar	60
5	Uttamnagar to Vijaynagar	Ambad Police Station Highway Satyam Mangal Karyalay	20
6	Namrata Petrol Pump Pathardi Phata	Ganesh Chowk to State Bank	40
7	Vijaynagar to Ranapratap Chowk	Badde Nagar, Shivaji Chowk	30
8	Rane Nagar (Bombay Highway)	Chetana nagar Gajanan Chowk	20
9	NH-3 Govindnagar	City Center Mall, Rajiv Nagar	20
10	Kalanagar	Pathardigaon	95
11	Pathardi Phata	Vadner Gate	205
12	Lekhanagar	Vadala Canal	90
13	Balaji Palace	Chowak Chowk Pathardi Gaon	70
14	City Center Mall Bridge	Ranapratap Chowk to Shivaji Chowk	20
		Total	815

Division Name- Nashik Road

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Datta Mandir Chowk Nashik Pune Highway	Upanagar Chowk	57
2	Sailani Baba Stop Jailroad Chhtrapati Shivaji Maharaj Statue	Saykheda Road Vimal Nagar Jailroad	54
3	Chhatrapati Shivaji Maharaj Statue Nashikroad	Dr. Babasaheb Ambedkar Statue	12
4	Dr. Babasaheb Ambedkar Statue	Satkar Point Subhash Road	16
5	Pune Jakat Naka Backside	Bhagwa Chowk Chehadi	12
6	Saykheda Road	HPT Plant	40
7	NH-3	NH-50 Takliroad	100
8	Sinner Phata	Sathe Nagar Road	40
9	Sinner Phata	Railway Station Stairs	20
10	Subhash Road	Railway Station Area	10
11	Subhash Road	Meat Market Road	10
12	Saykheda Road	HPT Plant	48
13	Sinner Phata Vegetable Market	Sinner Phata	8
14	Bitco Chowk Jailroad	Dasak Bridge	104
15	Vihitgaon	Jakat Naka Lamroad	32
		Total	563

Division Name- Nashik East

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Vadala Gaon	Ashoka Marg Jogging Track	29
2	Sainath Nagar	Nasardi Bridge, Kamalanagar Chowk	27
3	Sainath Nagar	Rajsarthi Society Kalanagar	10
4	Vadala Canal	Takali Gaon	90
5	Kathegalli Signal	Bankar Chowk	15
6	Vijay Mamta Signal	Takali Gaon	20
7	Kalanagar	Vadalagaon 100FT	20
8	Radhika Lawns	Saipritam Hotel	20
9	Vadali Pathardi Road	Sai Pritam Lawns	20
10	Shivajiwadi	Sainath Nagar	10
		Total	261

Technical Bid Proposal

For

Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis

Tender Ref Number-NMC/ELED/16/2017-18
Date: 22/10/2018

Submitted to

The Commissioner,
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhawan, Sharanpur Road,
Nashik, Maharashtra – 422001

Submitted by

TATA

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ENVELOPE B

Annexure II - COMPLIANCES

Annexure II: Compliance Forms

S no.	CSLMS Validation for 3-phase and single phase	Available (Yes/No)
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).	Yes
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons	Yes
	a. Display live status of the switching points	Yes
	b. Live readings of energy consumption details (meter packets) with current time stamps.	Yes
	c. Configure or reset the timings etc.	Yes
	d. Page/screen with GIS mapping	Yes
	e. Page/screen with power failure information	Yes
	f. Page/screen with lamp failure details	Yes
	g. Page/screen for reports	Yes
3	Operation Features	Yes
	a. GPRS /GSM	Yes
4	Timer Operation — Refer Test Methodology	Yes
	a. On/off operation of switching point	Yes
	b. Time setting operation — Set the RTC	Yes
	c. Scheduling the ON and OFF timings	Yes
	d. Check the real time or present status of the switching point.	Yes
	e. Reset the unit — Time	Yes
	f. Auto Recovery after power failure	Yes
5	Meter Operations	Yes
	a. Meter readings are reflected in the server	Yes
	b. Periodicity of Meter Packet should be configurable from server	Yes
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power	Yes
6	Reports Downloading	Yes
	a. Energy saving report - yearly, monthly, weekly or daily basis	Yes
	b. Error reports — No of lights off and Panel Door Opened with Timing etc.	Yes
	c. Power failure report etc.	Yes
7	Time Sync/Auto synchronization in case of time skip	Yes
8	Fault Detections in terms of failures for the followings with inclusive SMS alerts	Yes
	a. Number of lights in glowing and non- glowing	Yes
	b. High/low voltage	Yes
	c. Overload on the phases	Yes
	d. Theft alerts	Yes

	b. High/low voltage	Yes
	c. Overload on the phases	Yes
	d. Theft alerts	Yes
	e. Group failure of lights	Yes
	f. No output supply	Yes
	g. Power Failure	Yes
9	CSLMS System Battery	Yes
	a. Battery performance in case of Power Failure	Yes
	b. Batter backup or UPS backup of 12 hrs. (Minimum)	Yes
	CSLMS System Hardware:	Yes
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement	Yes
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)	Yes
	c. Proper Earthing System	Yes
	d. IP 55 or 65 for complete CSLMS system	Yes
	e. Single Phase system - 5kVA	Yes
	f. Three Phase system — 10kVA	Yes
	g. Emergency on/off switch	Yes

S no.	Specification	Compliance (Yes/ No)
1	Ability to control group based light on commands and policies	Yes
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	Yes
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	Yes
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	Yes
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	Yes
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	Yes
7	The smart street lighting system should be able to operate at any weather Conditions	Yes
8	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.	Yes
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	Yes
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	Yes
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as per the command received from the Lighting Operations Management software	Yes
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	Yes
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	Yes
14	The city administration should be able to operate the Smart Lighting System manually too.	Yes
15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	Yes
16	The smart lighting system is preferably a combination of LED lights and sensors	Yes
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	Yes
18	The controller should be able to operate autonomously as per the defined schedules and light level sensors	Yes
19	Should enable Over the Air (OTA) firmware update	Yes
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	Yes

21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	Yes
22	At any time, these policies can be overridden by human intervention with the system	Yes
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	Yes
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	Not Applicable
25	The sensor firmware should be upgradable from the central location.	Not Applicable
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	Not Applicable
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	Yes

LED Luminaire Technical Specification	Date:19/12/18

Sr. No.	Typical specifications of LED street lights	Supporting document	Compliance
1	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	LED Technical Data sheet	YES
2	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output	LM-80/IS16105,L70 & TM 21 Test Report test report including technical Data Sheet of LED Chip	YES
3	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds		
4	LED chip efficacy shall be more than 135 Lumens/watt at Tj 25° C	LED Technical Data Sheet	YES
5	Junction Temperature (Tj) should be <105°C	Manufacturer self-certify	YES
6	Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 – Ed. 1.0	Photo Biological Safety Report	YES
7	Color temperature of the luminaire should be 5700K (±5%)(Super-white)	LM-79 report	YES
8	Power factor - > 0.95	LM-79 report	YES
9	System Efficacy (lumen/watt) - Shall be >100 lumen/watt	LM-79 report	YES
10	CRI of Luminaries - > 70	LM-79 report	YES
11	Lumen depreciation for rated life <10%	LM 80 Report to be submitted and Manufacturer has to self-certify	YES
12	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range	LM-79 report	YES
13	Operating voltage: 140 V to 270V universal electronic driver with surge protection Internal >= 4KV and External 10 KV (Applicability IS 15885, Driver Safety 16104-1/2)	NABL accredited lab report	YES
14	Overvoltage cutoff limit > 295 V	NABL accredited lab report	YES
15	Total Harmonic Distortion: < 10% THD - Test Method IEC:610003-2	NABL accredited lab report	YES

BAJAJ ELECTRICALS LIMITED 6th Floor SION, MUMBAI-400022

LED Luminaire Technical Specification	Date:19/12/18

Sr. No.	Typical specifications of LED street lights	Supporting document	Compliance
16	LED Drive current - >=350 mA<1200 mA	LM-79 report	YES
17	LED driver efficiency - > 90%	LM-79 report	YES
18	Heat dissipation / heat sink:Well-designed thermal management system with defined heat sink	NABL accredited lab report	YES
19	The luminaire housing shall be made up of corrosion free	NABL accredited lab report	YES
20	High Pressure Aluminum die cast thus conforming the luminaire to minimum IP-66 for all wattages and safety as per IEC 60598/IS 10322. (Only single housing Luminaire allowed).	NABL accredited lab report	YES
21	The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Polycarbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers.	NABL accredited lab report	YES
22	The luminaire shall be built in such a way that it can withstand wind speed of 150 kmph. (Impact resistance>=IK05)	NABL accredited lab report	YES
23	Frequency -50Hz +/- 3%		YES
24	Operating temperature - Range: -20o C to +	NABL accredited lab report	YES
25	Protections - IP66 for all type of lamps to be installed Surge protection 4 kV, IEC61000-4-5	NABL accredited lab report	YES
26	Working humidity - 10% to 90% RH		YES

LED Luminaire Technical Specification	Date:19/12/18

Sr. No.	Typical specifications of LED street lights	Supporting document	Compliance
27	Conformation standards of luminaire (Test reports of luminaire) : The luminaire should conform to IEC 60598/ IS:10322 The luminaire should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards and following test reports should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test , Photometry Test (LM79 report), Vibration Test	From NABL Certified TPL Test report TEST REPORT as per IS:10322 part 5 Sec-3 /IEC:60598-2-3	YES
28	Finish - Aesthetically designed housing with corrosion resistant polyester powder coating	Self-Declaration	YES
29	Luminaire configuration / technical requirement - Side entry type. Shall consist of separate optical and control gear compartments. It should be easy replaceable in the field condition.	Self-Declaration	YES
30	Compliance - RoHS/CE/ERTL/ERDI	Confirmation	YES
31	Surge Protection - External Surge protection of minimum 4 kV/ 10 kV to be separately installed with the each Luminaire, if required.	As per IEC 61000-4-5	YES
32	Dimming - For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Self-Declaration	YES

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5.2. Feeder Panel Controller

The following functionalities shall be supported by Feeder Panel Controller (FPC).

1. The Feeder Panel Controller shall consist of a class-1 energy meter, feeder panel control unit and wireless communication unit.
2. The Feeder Panel Controller shall be capable of switching On/Off all the luminaires of a particular switching point based on the lighting schedule set by the Central Management Server (CSLMS).
3. It shall communicate to the CSLMS through the wireless communication unit over GSM/Wi-Fi/Ethernet.
4. Once the lighting schedule is set, it shall operate the luminaires according to that schedule till the lighting schedule is changed by the CSLMS.
5. It shall operate the luminaires according to the lighting schedule even if there is a communication fault between CSLMS and itself.
6. In the absence of any lighting schedule it shall operate (On/Off) the luminaires according to the time of the day.
7. It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.
8. If it is not able to communicate with the CSLMS, it shall store all the luminaires data internally and relay that data to CSLMS once the communication is established.
9. It shall be able to store luminaire logs / data for up to 7 days.
10. It shall have IP55 protection.
11. MSEDCL meter space in feeder panel controller.
12. Uniform Rating for all the panels.
13. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.
14. Group Control and group addressing via Feeder panel must be available. Individual addressing, group dimming is optional.

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601 (6th Floor), Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway Sion (E), Mumbai - 400 022
Tel. : +91-22-2406 4000 / 4405 | Fax : +91-22-2406 4003 | www.bajajelectricals.com

Regd. Office: 45/47, Veer Nariman Road, Mumbai 400 001. India
Email : legal@bajajelectricals.com | CIN : L31500MH1938PLC009887

5.3. Street Light Controller

The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles.

1. It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.
2. It shall support PWM or 0-10v based dimming for dimming of the LED luminaires.
3. It shall be powered by 230 V AC available on Street Light poles.
4. Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.
5. It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule communicated to it by the CSLMS.
6. Once the lighting schedule is set, it shall operate the luminaire according to that schedule till the lighting schedule is changed by the CSLMS.
7. It shall operate the luminaire according to the lighting schedule even if there is a communication fault between CSLMS and itself.
8. In the absence of any lighting schedule it shall operate (On/Off) the luminaire according to the time of the day.
9. It shall communicate the real-time status (On/Off/Fault, fault type and voltage, current, wattage and Power Factor per phase) of the luminaire to CSLMS.
10. If it is not able to communicate with the CSLMS, it shall store all the luminaire data internally and relay that data to CSLMS once the communication is established.
11. It shall be able to store luminaire logs / data for up to 7 days.
12. It shall have IP65 protection.
13. Street Light Controller/ Feeder Controller shall detect and report the following faults to CSLMS

    a. Under/over voltage detection
    b. Main breaker error
    c. Contactor fault
    d. Circuit breaker off
    e. Circuit phase errors (fuse, breaker, etc.)
    f. Main power failure
    g. Leakage to ground
    h. Manual switch activated
    i. Phase current out of range
    j. Control cabinet door open
    k. Lamp failures

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601 (6th Floor), Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway Sion (E), Mumbai - 400 022
Tel. : +91-22-2406 4000 / 4405 | Fax : +91-22-2406 4003 | www.bajajelectricals.com
Regd. Office: 45/47, Veer Nariman Road, Mumbai 400 001. India
Email : legal@bajajelectricals.com | CIN : L31500MH1938PLC009967

5.4. Gateway Device

The following functionalities shall be supported by Gateway device.

1. It shall facilitate the communication between the Central Management Server (CSLMS) and Street Light Controller (SLC).
2. It shall support GSM/Wi-Fi/Ethernet interface for uplink.
3. It shall support Wi-Fi/Zig bee/LoRA based Street Light Controllers.
4. One gateway shall be able to connect up to 50 Street Light controllers.
5. It shall have a storage capacity of storing the data of 100 luminaires for up to 7 days and should be able to transmit historical data stored in case of power failure.
6. It shall communicate with the CSLMS on real time basis.
7. It shall be powered by 230 AC available on the street light poles. Optionally Power over Ethernet also shall be supported.
8. It shall be weather proof with IP-56 casing with a lock and shall fit on the existing street light poles with a suitable clamps supplied by the vendor.
9. It shall have a battery power back up for up to 12 hrs.
10. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet for establishing connectivity between Street Lighting Gateway and CSLMS

601 (6th Floor), Ruslomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway Sion (E), Mumbai - 400 022.
Tel. : +91-22-2406 4000 / 4405 | Fax : +91-22-2406 4003 | www.bajajelectricals.com

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Email : legal@bajajelectricals.com | CIN : L31500MH1938PLC009867

5.5. Central Street Lighting Management System Functional Specifications

Software

1. The system shall provide web based central management software (CSLMS) to view, operate & manage the lighting system.
2. The CSLMS shall be hosted on a cloud server temporarily and later shall be migrated to Smart City Operations Centre (SCOC) once it is ready.
3. The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways
4. All software updates happen without the need for any human intervention except for scheduling the update operations.

Operations

1. Concessionaire need to provide minimum 1 managerial level staff at SCOC for handling day to day operation of CSLMS for 24*7.
2. It shall support multiple users with different privileges.
3. Only a user with admin privileges shall be able to create, modify or delete users.
4. The user privileges shall be view, operate and/or administer.
5. The user privileges shall be to a given set of street lights only
6. The street lights shall be divided into hierarchical groups called, zones, wards, locality, road, feeder units etc.
7. The street light groups shall be modifiable by the administrator only
8. Only a user with sufficient privileges shall control lights either at group or individual level.
9. All user log-in and log-off activity shall be logged.
10. All user activity that modifies any existing configuration of the CSLMS or gateways or light controllers shall be logged.
11. A logged in user shall be allowed to view, operate and manage the street lights & gateways for which he/she has privileges.
12. The CSLMS shall assign a unique id for each light fixture and gateway.
13. The CSLMS shall have the GPS location of light fixtures and gateways.
14. The light fixtures and gateways shall be shown on Google Maps.
15. The user shall be able to view the light fixtures on Google Maps either in groups or individually.
16. The user shall be able to set lighting on/off/dim policies for a group or individual lights.

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601 (6th Floor), Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway Sion (E), Mumbai - 400 022.
Tel. : +91-22-2406 4000 / 4405 | Fax : +91-22-2406 4003 | www.bajajelectricals.com
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17. Through the lighting policy the user shall be able to set the date & time when the light should be on and off.
18. Through the lighting policy the user shall be able to set the dimming level, its duration and the time of a day it should be active.
19. The policies shall be settable for any day within a year.
20. The user shall be able to create, modify, delete, enable and disable policies for a group of lights or individual lights easily.
21. There shall exist a default global policy that would be used by the street light controller in the absence of any specific light policy for it.
22. In case of any error during the setting of policies onto each street light, the CSLMS shall highlight the same and shall keep trying until cancelled by the user.
23. CSLMS shall control all the digital advertisement.
24. CSLMS should give advertisement status on each pole, obtained digitally or manually fed (in case of conventional boards).
25. CSLMS also need to notify for power outage and also calculate the percentage power outage per feeder panel.

Communication

1. The CSLMS shall communicate with registered Gateways only.
2. The CSLMS shall communicate with registered Feeder Panel Controllers only.
3. The gateways shall communicate with registered Street Light Controllers only.

Security

1. The communication between the CSLMS and other components in the system is secure so as to prevent eves dropping, device hijack and "man -in-the-middle" attacks.
2. Faulty gateways or light controllers can be replaced only after initiating that action through the CSLMS.

Notifications

1. It shall support the following types of notifications:
    a. email
    b. SMS
    c. mobile app alerts
2. A user shall be registered for notifications only for the street lights that he/she has privileges
3. The following events shall result in notifications
    a. Any fault detected by the system in the smart light fixture or controller or gateway.
    b. Any changes to the configuration of CSLMS, gateway or controllers

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601 (6th Floor), Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway Sion (E), Mumbai - 400 022.
Tel. : +91-22-2406 4000 / 4405 | Fax : +91-22-2406 4003 | www.bajajelectricals.com

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c. Any manual changes to the lighting schedule

d. Any manual control of the lighting

Reports & Analytics

1. It shall provide the following reports at either a group or individual street light level
    a. Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report.)
    b. Energy Consumption
    c. Power leakages
    d. Faulty Lights
    e. Fault rates
    f. Fault fixing
    g. High or Low voltage issues
    h. Pending user actions
    i. Pending policy
2. It shall provide the following analytics
    a. Fault trends
    b. Future energy needs
    c. Potential energy savings possible by changing lighting policies

Data Backup

1. All the configuration change activity logs shall be stored for the duration as set by the administrator.
2. All historical statistics shall be stored for the duration as set by the administrator.
3. It shall not let the administrator increase the duration if it detects that there would not be sufficient disk space to store the data for such long durations.
4. It shall automatically back up all the data as scheduled by the administrator

Mobile App

The system shall provide a mobile app with the following features

1. View, Operate & Manage the street lights
2. View and act on notifications

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601 (6th Floor), Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway Sion (E), Mumbai - 400 022
Tel. : +91-22-2406 4000 / 4405 | Fax : +91-22-2406 4003 | www.bajajelectricals.com
Regd. Office: 45/47, Veer Nariman Road, Mumbai 400 001 India
Email : legal@bajajelectricals.com | CIN : L31500MH1938PLC009

S no.	Specification	Compliance (Yes/No)
1	Ability to control group based light on commands and policies	yes
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	yes
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	yes
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	yes
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	yes
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	yes
7	The smart street lighting system should be able to operate at any weather Conditions	yes
8	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.	yes
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	yes
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	yes
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as per the command received from the Lighting Operations Management software	yes
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	yes
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	yes
14	The city administration should be able to operate the Smart Lighting System manually too.	yes

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15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	yes
16	The smart lighting system is preferably a combination of LED lights and sensors	yes
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	yes
18	The controller should be able to operate autonomously as per the defined schedules and light level sensors	yes
19	Should enable Over the Air (OTA) firmware update	yes
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	yes
21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	yes
22	At any time, these policies can be overridden by human intervention with the system	yes
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	yes
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	yes
25	The sensor firmware should be upgradable from the central location.	yes
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	yes
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	yes

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S no.	CSLMS Validation for 3-phase and single phase	Available (Yes/No)
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).	
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons	yes
	a. Display live status of the switching points	yes
	b. Live readings of energy consumption details (meter packets) with current time stamps.	yes
	c. Configure or reset the timings etc.	yes
	d. Page/screen with GIS mapping	yes
	e. Page/screen with power failure information	yes
	f. Page/screen with lamp failure details	yes
	g. Page/screen for reports	yes
3	Operation Features	
	a. GPRS /GSM	yes
4	Timer Operation — Refer Test Methodology	yes
	a. On/off operation of switching point	yes
	b. Time setting operation — Set the RTC	yes
	c. Scheduling the ON and OFF timings	yes
	d. Check the real time or present status of the switching point.	yes
	e. Reset the unit — Time	yes
	f. Auto Recovery after power failure	yes
5	Meter Operations	
	a. Meter readings are reflected in the server	yes
	b. Periodicity of Meter Packet should be configurable from server	yes
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power	yes
6	Reports Downloading	
	a. Energy saving report - yearly, monthly, weekly or daily basis	yes
	b. Error reports — No of lights off and Panel Door Opened with Timing etc.	yes
	c. Power failure report etc.	yes
7	Time Sync/Auto synchronization in case of time skip	yes
	Fault Detections in terms of failures for the followings with inclusive SMS alerts	yes

8	a. Number of lights in glowing and non- glowing	yes
	b. High/low voltage	yes
	c. Overload on the phases	yes
	d. Theft alerts	yes
	e. Group failure of lights	yes
	f. No output supply	yes
	g. Power Failure	yes
9	CSLMS System Battery	
	a. Battery performance in case of Power Failure	yes
	b. Batter backup or UPS backup of 12 hrs. (Minimum)	yes
	CSLMS System Hardware:	
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement	yes
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)	yes
	c. Proper Earthing System	yes
	d. IP 55 or 65 for complete CSLMS system	yes
	e. Single Phase system - 5kVA	yes
	f. Three Phase system — 10kVA	yes
	g. Emergency on/off switch	yes



Compliance Requirement			
Item: Aurassure Infra			
Sr. No.	**Minimum Specification or better**	**Compliance YES/No**	**Deviation/Remark**
1	**A. *Carbon Monoxide (CO) Sensor***		
2	• CO sensor shall measure the carbon monoxide in ambient air.	Yes	Aurassure Solution Document, Page No :- 5
3	• Range of CO sensor shall be between 0 to 1000 PPM.	Yes	Aurassure Solution Document, Page No :- 5
4	• Resolution of CO sensor shall be 0.01 PPM or better.	Yes	Aurassure Solution Document, Page No :- 5
5	• Lower detectable limit of CO sensor shall be 0.040 PPM or better.	Yes	Aurassure Solution Document, Page No :- 5
6	• Precision of CO sensor shall be less than 3% of reading or better.	Yes	Aurassure Solution Document, Page No :- 5
7	• Linearity of CO sensor shall be less than 1% of full scale or better.	Yes	Aurassure Solution Document, Page No :- 5
8	• Response time of CO sensor shall be less than 60 seconds.	Yes	Aurassure Solution Document, Page No :- 5
9	• Operating temperature of CO sensor shall be 0°C to 60°C.	Yes	Aurassure Solution Document, Page No :- 5
10	• Operating pressure of CO sensor shall be ±10%.	Yes	Aurassure Solution Document, Page No :- 5
11	**B. *Ozone (O3) Sensor***		
12	• O3 Sensor shall measure the ozone in ambient air.	Yes	Aurassure Solution Document, Page No :- 6
13	• O3 Sensor shall have a range of at least 0-1000 PPB.	Yes	Aurassure Solution Document, Page No :- 6
14	• Resolution of O3 sensor shall be 10 PPB or better	Yes	Aurassure Solution Document, Page No :- 6
15	• Lower detectable limit of O3 sensor shall be 0.001 PPB or better.	Yes	Aurassure Solution Document, Page No :- 6
16	• Precision of O3 sensor shall be less than 3% of reading or better.	Yes	Aurassure Solution Document, Page No :- 6
17	• Linearity of O3 sensor shall be less than 1% of full scale.	Yes	Aurassure Solution Document, Page No :- 6
18	• Response time of O3 sensor shall be less than 60 seconds.	Yes	Aurassure Solution Document, Page No :- 6

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19	• Operating temperature of O3 sensor shall be 0°C to 60°C.	Yes	Aurassure Solution Document, Page No :- 6
20	• Operating pressure of O3 sensor shall be ±10%.	Yes	Aurassure Solution Document, Page No :- 6
22	**C. *Nitrogen Dioxide (NO2) Sensor***		
23	• NO2 Sensor shall measure the Nitrogen Dioxide in ambient air.	Yes	Aurassure Solution Document, Page No :- 6
24	• NO2 Sensor shall have a range of at least 0-10 PPM.	Yes	Aurassure Solution Document, Page No :- 6
25	• Resolution of NO2 sensor shall be 0.001 PPM or better.	Yes	Aurassure Solution Document, Page No :- 6
26	Lower detectable limit of NO2 sensor shall be 0.001 PPM or better.	Yes	Aurassure Solution Document, Page No :- 6
27	• Precision of NO2 sensor shall be less than 3% of reading or better.	Yes	Aurassure Solution Document, Page No :- 6
28	• Linearity of NO2 sensor shall be less than 1% of full scale.	Yes	Aurassure Solution Document, Page No :- 6
29	• Response time of NO2 sensor shall be less than 60 seconds.	Yes	Aurassure Solution Document, Page No :- 6
30	• Operating temperature of NO2 sensor shall be 0°C to 60°C.	Yes	Aurassure Solution Document, Page No :- 7
31	• Operating pressure of NO2 sensor shall be ±10%.	Yes	Aurassure Solution Document, Page No :- 7
33	**D. *Sulphur Dioxide (SO2) Sensor***		
35	• SO2 Sensor shall measure the Sulphur dioxide in ambient air.	Yes	Aurassure Solution Document, Page No :- 5
36	• SO2 Sensor shall have a range of at least 0-20 PPM.	Yes	Aurassure Solution Document, Page No :- 5
37	• Resolution of SO2 sensor shall be 0.001 PPM or better.	Yes	Aurassure Solution Document, Page No :- 5
38	• Lower detectable limit of SO2 sensor shall be 0.009 PPM or better.	Yes	Aurassure Solution Document, Page No :- 5
39	• Precision of SO2 sensor shall be less than 3% of reading or better.	Yes	Aurassure Solution Document, Page No :- 5
40	• Linearity of SO2 sensor shall be less than 1% of full scale.	Yes	Aurassure Solution Document, Page No :- 5
41	• Response time of SO2 sensor shall be less than 60 seconds.	Yes	Aurassure Solution Document, Page No :- 5

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42	• Operating temperature of SO2 sensor shall be 0°C to 60°C.	Yes	Aurassure Solution Document, Page No :- 5
43	• Operating pressure of SO2 sensor shall be ±10%.	Yes	Aurassure Solution Document, Page No :- 5
45	**E. *Carbon Dioxide (CO2) Sensor***		
47	• CO2 Sensor shall measure the carbon dioxide in ambient air.	Yes	Aurassure Solution Document, Page No :- 6
48	• CO2 Sensor shall have a range of at least 0-5000 PPM.	Yes	Aurassure Solution Document, Page No :- 6
49	• Resolution of CO2 sensor shall be 1 PPM or better.	Yes	Aurassure Solution Document, Page No :- 6
50	• Lower detectable limit of CO2 sensor shall be 10 PPM or better.	Yes	Aurassure Solution Document, Page No :- 6
51	• Precision of CO2 sensor shall be less than 3% of reading or better.	Yes	Aurassure Solution Document, Page No :- 6
52	• Linearity of CO2 sensor shall be less than 2% of full scale.	Yes	Aurassure Solution Document, Page No :- 6
53	• Response time of CO2 sensor shall be less than 60 seconds.	Yes	Aurassure Solution Document, Page No :- 6
54	• Operating temperature of CO2 sensor shall be 0°C to 60°C.	Yes	Aurassure Solution Document, Page No :- 6
55	• Operating pressure of CO2 sensor shall be ±10%.	Yes	Aurassure Solution Document, Page No :- 6
57	**F. *Particulate Profile Sensor***		
59	• Particulate profile sensor shall provide simultaneous and continuous measurement of PM10, PM2.5, SPM and TSP (measurement of nuisance dust) in ambient air.	Yes	Aurassure Solution Document, Page No :- 7
60	• Range of PM2.5 shall be 0 to 230 micro gms / cu.m or better	Yes	Aurassure Solution Document, Page No :- 7
61	• Range of PM10 shall be 0 to 450 micro gms / cu.m or better.	Yes	Aurassure Solution Document, Page No :- 7
62	• Lower detectable limit of particulate profile sensor shall be less than or equal to 1 µg/m3.	Yes	Aurassure Solution Document, Page No :- 7
63	• Accuracy of particulate profile sensor shall be <± (5 µg/m3 + 15% of reading).	Yes	Aurassure Solution Document, Page No :- 7

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64	• Flow rate shall be 1.0 LPM or better.	Yes	Aurassure Solution Document, Page No :- 7
65	• Operating temperature of the sensor shall be 0°C to 60°C.	Yes	Aurassure Solution Document, Page No :- 7
66	• Operating pressure of the sensor shall be ±10%.	Yes	Aurassure Solution Document, Page No :- 7
68	**G. *Temperature Sensor***		
69	• Temperature sensor shall have the capability to display temperature in °Celsius.	Yes	Aurassure Solution Document, Page No :- 7
70	•Temperature range shall be -10° to +60°C.	Yes	Aurassure Solution Document, Page No :- 7
71	• Sensor accuracy shall be ±0.3°C (±0.5°F) or better.	Yes	Aurassure Solution Document, Page No :- 7
72	• Update interval shall be 10 to 12 seconds.	Yes	Aurassure Solution Document, Page No :- 7
74	**H. *Relative Humidity Sensor***		
75	• Range of relative humidity sensor shall be 1 to 100% RH.	Yes	Aurassure Solution Document, Page No :- 7
76	• Resolution and units of relative humidity sensor shall be 1% or better.	Yes	Aurassure Solution Document, Page No :- 7
77	• Accuracy of the sensor shall be ±2% or better.	Yes	Aurassure Solution Document, Page No :- 7
78	• Update interval shall be less than 60 seconds.	Yes	Aurassure Solution Document, Page No :- 7
79	• Drift shall be less than 0.25% per year.	Yes	Aurassure Solution Document, Page No :- 7
81	**I. *Rainfall Sensor***		
82	• Rainfall sensor shall have the capability of displaying level of rainfall in inches and millimeter.	Yes	Aurassure Solution Document, Page No :- 8
83	• Daily Rainfall range shall be 0 to 99.99" (0 to 999.8 mm).	Yes	Aurassure Solution Document, Page No :- 8
84	• Monthly/yearly/total rainfall range shall be 0 to 199" (0 to 6553 mm).	Yes	Aurassure Solution Document, Page No :- 8
85	• Accuracy for rain rates shall be up to 4"/hr (100 mm/hr) or ±4% of total.	Yes	Aurassure Solution Document, Page No :- 8
86	• Update interval shall be less than 60 seconds.	Yes	Aurassure Solution Document, Page No :- 8

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87	• 0.02" or (0.5mm) of rainfall shall be considered as a storm event with 24 hours without further accumulation shall end the storm event.	Yes	Aurassure Solution Document, Page No :- 8
89	**J. *Noise Sensors***		
90	• Noise sensor shall detect the intensity of the ambient sound in a particular area.	Yes	Aurassure Solution Document, Page No :- 8
91	• Nosie Sensors shall be installed for the outdoor applications.	Yes	Aurassure Solution Document, Page No :- 8
92	• Noise sensor shall be able to identify the areas of high sound intensity ranging from 30 dBA to 120 dBA.	Yes	Aurassure Solution Document, Page No :- 8
93	• Noise sensor shall have resolution of 0.1 dBA.	Yes	Aurassure Solution Document, Page No :- 8
95	**K. *Air Quality Monitoring Software***		
96	• Software shall display real-time and historical data in chart and table views.	Yes	Aurassure Solution Document, Page No :- 4
97	• Software shall display trends of environmental parameters based on specified time periods.	Yes	Aurassure Solution Document, Page No :- 4
98	• Software shall display and export sensor diagnostic information	Yes	Aurassure Solution Document, Page No :- 4
99	• Administrator shall be able to manage access privileges for only authorized officials.	Yes	Aurassure Solution Document, Page No :- 4
100	• Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.	Yes	Aurassure Solution Document, Page No :- 4
101	• It shall be installed at the SCOC for the purposes of monitoring, display of information and control of the system.	Yes	Aurassure Solution Document, Page No :- 4
103	**Environmental Requirements**		
104	• Enclosure shall be rugged weather proof IP65 rated and shall house the power modules, thermal management system and user configured analyser modules as well.	Yes	Aurassure Solution Document, Page No :- 8
105	• Environmental operating range shall be 0°C to +60°.	Yes	Aurassure Solution Document, Page No :- 8

PHOENIX ROBOTIX PVT. LTD
Amrya Kumar Samantaray

ECB Technical Requirement				
Sr. No.	Parameter	Minimum Specifications or better	Compliance	Remarks
1	Construction	Cast Iron/Steel Foundation, Sturdy Body for equipment	Yes	WS311V
2	Call Button	Watertight Push Button, Visual Feedback for button press	Yes	WS311V
3	Speaker & Microphone	VOIP Phone, Hands-free calling, Watertight and industrial	Yes	WS311V
4	Connectivity	3G/4G/Ethernet/Fibre as per solution offered	Yes (Ethernet)	WS311V
5	CCTV Camera	IP based, Color camera with minimum D1 resolution, Day/Night mode operations	Yes	WS311V
6	Battery	Internal Battery with different charging options (Solar/Mains)	Noted	Solar/Battery in SI Scope
7	Power	Automatic on/off operation	Yes	WS311V
8	Casing	IP-65 rated for housing	Yes	WS311V
9	Operating Conditions	0° to 50°C	Yes	WS311V
10	Certification	UL/CE/EN	Yes (CE)	WS311V

Commend International GmbH
Saalachstraße 51
A-5020 Salzburg
Tel. +43-662-856225
Fax +43-662-856226
office@commend.com

PAS Technical Requirement				
S No.	Minimum Specifications or better		Compliance	Remarks
1	24V DC output shall be available to supply power to external relays		Yes	AF250I
2	The maximum/rated output power of the internal booster shall be 150 W / 300 W		Yes	AF250I
3	The frequency response shall be 60 Hz – 18 kHz (+1/-3 dB, @ -10 dB ref. rated output.		Yes	AF250I
4	The distortion shall not exceed 1% at the rated output, 1 kHz.		Yes	AF250I
5	The operating temperature range shall be -10°C to +55°C. The storage temperature range shall be -40°C to +70°C.		Yes	AF250I
6	The system shall comply to the following standards:			
7	EVAC compliance acc. to IEC 60849			
8	EMC emission acc. to EN 55103-1		Yes	Equivalent EN55032:2015
9	EMC immunity acc. to EN 55103-2		Yes	Equivalent EN55024:2011
10	Safety acc. to EN 60065		Yes	Equivalent EN62368-1:2014+AC:2015

Commend International GmbH
Saalachstraße 51
A-5020 Salzburg
Tel. +43-662-856225
Fax +43-662-856226
office@commend.com

Data Sheets

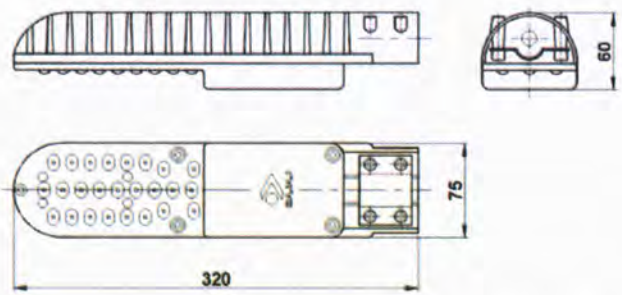
BRLEP 30W LED WH N



LED Streetlight *"Edge-Plus"*

Features

- Powder coated pressure die-cast aluminium housing with weatherproof gasket for LEDs and control gear compartments.
- Clear polycarbonate front cover fixed with SS screws.
- LED make: Osram/Equivalent
- Constant current LED driver has protection against over voltage, short circuit and open circuit.
- Side entry mounting for 25 to 30mm OD pipe bracket.



Overall Tolerance ±3mm

General Information

Product Category	LED Streetlight
System Wattage	30W
Luminous flux	3450 lm ±10%
Luminaire efficacy	115 lm/W
Correlated Color Temperature	5700K ±300K
Maintenance of lumen output	50000 hrs.
Operating Temperature Range	-10°C to +50°C

Operating and Electrical

Input Voltage	140 to 270V AC
Input Frequency	50 Hz to 60 Hz
System Current in Amp. @240V AC	0.13A
Power Factor	≥ 0.95
THD	<10%

Product data and Ordering data

Product Cat. Ref.	BRLEP 30W LED WH N
Product Code	--

Approval

Ingress Protection	IP65

Rev-00, Dated.25/01/2019 for Nashik Smart City Project

Note : Data subject to variation due to change/improvement in the design, materials and processes.

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601, Rustomjee Aspiree, Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion (E), Mumbai – 400 022.
Email : luminaires@bajajelectricals.com

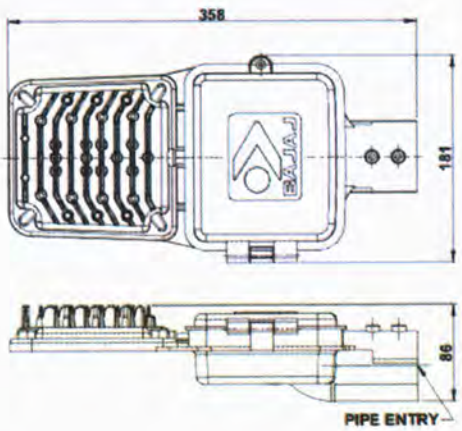
BRTFG 40W LED I N



LED Streetlight

Features

- Epoxy powder coated pressure die-cast aluminium housing with weatherproof gasket for LEDs and control gear compartments.
- Pressure die-cast aluminium frame with heat resistant toughened clear glass fixed with SS screws.
- LED make: Osram/Equivalent
- The driver used is specially designed to have built-in surge voltage, open/short circuit protections.
- External surge protection provided for additional safety.
- Side entry mounting for 40 to 50 mm OD pipe bracket.
- Top maintenance : Access to driver is from the top.



Overall Tolerance ±2mm

General Information

Product Category	LED Streetlight
System Wattage	40W
Luminous flux	4595 lm ±10%
Luminaire efficacy	115 lm/W
Correlated Color Temperature	5700K ±300K
Color Rendering Index	>70
Maintenance of lumen output	50000 hrs.
Operating Temperature Range	-10°C to +45°C

Operating and Electrical

Input Voltage	120 to 270V AC
Input Frequency	50 Hz
System Current in Amp. @240V AC	0.17A
Power Factor	> 0.95
THD	<10%
Built-in Surge protection	4 kV
External Surge Protection	10 kV

Product data and Ordering data

Product Cat. Ref.	BRTFG 45W LED I N
Product Code	--

Approval

Ingress Protection	IP66

Note : Data subject to variation due to change/improvement in the design, materials and processes.

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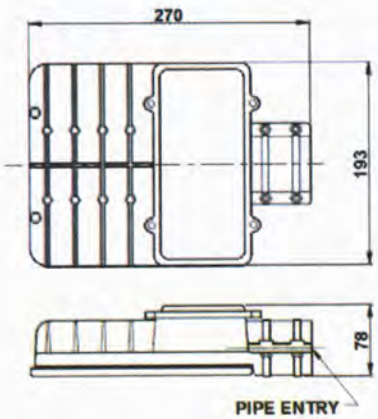
BRLEP 55W LED V2 N

LED Streetlight *"Edge-Plus"*





Overall Tolerance ±3mm

Features

- Epoxy powder coated pressure die-cast aluminium housing.
- Weatherproof gaskets provided for LEDs and control gear compartments.
- Electrochemically brightened and anodized aluminium reflector.
- LED make: Osram/Equivalent
- LEDs are provided with non-yellowing PMMA secondary lens optics.
- LED driver is provided with built-in surge protection.
- Side entry mounting for 50 mm OD pipe bracket.

General Information

Product Category	LED Streetlight
System Wattage	55W
Luminous flux	6320 lm ±10%
Luminaire efficacy	115 lm/W
Correlated Color Temperature	5700K ±300K
Maintenance of lumen output	50000 hrs.
Operating Temperature Range	-10°C to +50°C

Operating and Electrical

Input Voltage	140 to 270V AC
Input Frequency	50 Hz to 60 Hz
System Current in Amp. @240V AC	0.24A
Power Factor	≥ 0.95
THD	<10%
LED driver Cat. Ref.	MBIPL-75W
Built-in Surge protection	4 kV
External Surge Protection	10 kV

Product data and Ordering data

Product Cat. Ref.	BRLEP 55W LED V2 N
Product Code	--

Approval

Ingress Protection	IP66

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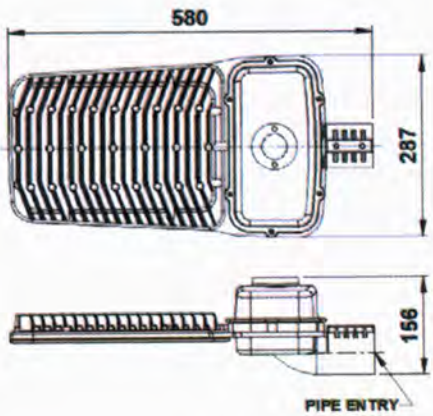
601, Rustomjee Aspiree, Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion (E), Mumbai – 400 022.
Email : luminaires@bajajelectricals.com

BRTFG 110W LED WH A-DIM NS N





Overall Tolerance ±2mm

LED Streetlight *"Edge"*

Features

- Epoxy powder coated pressure die-cast aluminium housing with weatherproof gasket for LEDs and control gear compartments.
- Pressure die-cast aluminium frame with heat resistant toughened clear glass fixed with SS screws.
- LED make: Osram/Equivalent
- Analog dimmable driver used is specially designed to have built-in surge voltage, open/short circuit protections.
- External surge protection provided for additional safety.
- RF antenna is mechanically integrated with driver cover.
- Antenna has connected with internal dimmable node, housed in the driver compartment.
- Side entry mounting for 50 to 55 mm OD pipe bracket.
- Top maintenance : Access to driver is from the top.

General Information

Product Category	LED Streetlight
System Wattage	110W
Luminous flux	12,980 lm ±10%
Luminaire efficacy	115 lm/W
Correlated Color Temperature	5700K ±300K
Color Rendering Index	> 70
Maintenance of lumen output	50000 hrs.
Operating Temperature Range	-10°C to +45°C
Beam Angle	Lens 85° x 135°

Operating and Electrical

Input Voltage	140 to 280V AC
Input Frequency	50Hz to 60Hz
System Current in Amp. @240V AC	0.48A
Power Factor	> 0.95
THD	<10%
LED driver Type	Analog Dimmable
Built-in Surge protection	4 kV
External Surge Protection	10 kV

Product data and Ordering data

Product Cat. Ref.	BRTFG 110W LED WH A-DIM NS N
Product Code	--
Case Lot	1 no.
Net weight	6.55 kg Approx.

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Ingress Protection	IP66
Mechanical impact protection	NA

Note : Data subject to variation due to change/improvement in the design, materials and processes.

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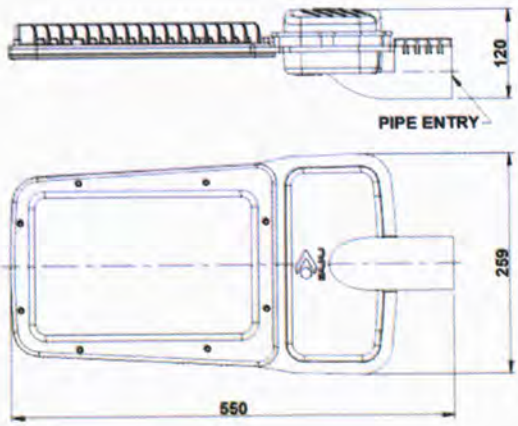
BRTFG 85W LED I N



LED Streetlight luminaire *"Edge"*



Overall Tolerance ±2mm

Features

- Epoxy powder coated pressure die-cast aluminium housing with weatherproof gasket for LEDs and control gear compartments.
- Pressure die-cast aluminium frame with heat resistant toughened clear glass fixed with SS screws.
- LED make: Osram/Equivalent
- Lens make: LedLink/Equivalent
- The driver used is specially designed to have built-in surge voltage, open/short circuit protections.
- External surge protection provided for additional safety.
- Side entry mounting for 50 to 55mm OD pipe bracket.
- Top maintenance : Access to driver is from the top.

General Information

Product Category	LED Streetlight
System Wattage	85W
Luminous flux	9950 lm ±10%
Luminaire efficacy	115 lm/W
Correlated Color Temperature	5700K ±300K
Color Rendering Index	70
Maintenance of lumen output	50000 hrs.
Operating Temperature Range	-10°C to +45°C

Operating and Electrical

Input Voltage	140 to 300V AC
Input Frequency	50 Hz
System Current in Amp. @240V AC	0.37A
Power Factor	> 0.95
THD	<10%
Built-in Surge protection	5 kV
External Surge Protection	10 kV

Product data and Ordering data

Product Cat. Ref.	BRTFG 85W LED I N
Product Code	--
Case Lot	1 no.
Net weight	5.85 kg Approx.

Approval

Ingress Protection	IP66

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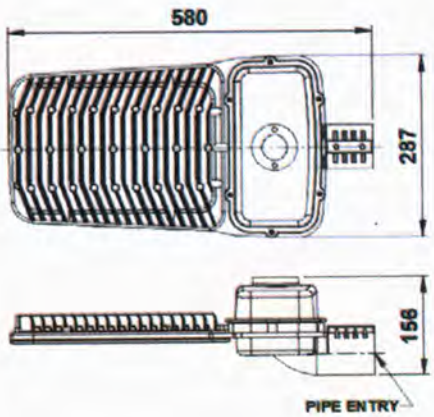
BRTFG 170W LED HXE A-DIM NS N





Overall Tolerance ±2mm

LED Streetlight *"Edge"*

Features

- Epoxy powder coated pressure die-cast aluminium housing with weatherproof gasket for LEDs and control gear compartments.
- Pressure die-cast aluminium frame with heat resistant toughened clear glass fixed with SS screws.
- LED make: Osram/Equivalent
- Lens make: LedLink
- Analog dimmable driver used is specially designed to have built-in surge voltage, open/short circuit protections.
- External surge protection provided for additional safety.
- RF antenna is mechanically integrated with driver cover.
- Antenna has connected with internal dimmable node, housed in the driver compartment.
- Side entry mounting for 50 to 55 mm OD pipe bracket.
- Top maintenance : Access to driver is from the top.

General Information

Product Category	LED Streetlight
System Wattage	170W
Luminous flux	19,890 lm ±10%
Luminaire efficacy	115 lm/W
Correlated Color Temperature	5700K ±300K
Color Rendering Index	> 70
Maintenance of lumen output	50000 hrs.
Operating Temperature Range	-10°C to +45°C

Operating and Electrical

Input Voltage	140 to 280V AC
Input Frequency	50Hz to 60Hz
System Current in Amp. @240V AC	0.74A
Power Factor	> 0.95
THD	<10%
LED driver Type	Analog Dimmable
Built-in Surge protection	4 kV
External Surge Protection	10 kV

Product data and Ordering data

Product Cat. Ref.	BRTFG 170W LED HXE A-DIM NS N
Product Code	--
Case Lot	1 no.
Net weight	6.55 kg Approx.

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Ingress Protection	IP66
Mechanical impact protection	NA

Note : Data subject to variation due to change/improvement in the design, materials and processes.

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LUMINAIRES BUSINESS UNIT,
601, Rustomjee Aspiree, Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion (E), Mumbai – 400 022.
Email : luminaires@bajajelectricals.com

Test Reports

LED Luminaire

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-11)

Issued by : Bajaj Electricals Limited
Date : 06/12/2018

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Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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TEST REPORT DETAILS

Report Number: 18043-01	
Testing Agency:	Bajaj Electricals Limited
Type of Sample Tested:	LED Roadway Luminaire
Product Code:	BRTFG 40W LED I N
Brand:	Bajaj Luminaires
Product/Sample ID:	18043
Product/Sample Description:	LED 40W street light luminaire
Product Constructional Details:	Pressure die-cast aluminium housing with Epoxy powder coated
Mains Voltage :	240V AC
Driver Efficiency:	85%

Test Details:

- Light intensity distribution Measurement
- Total Lumen output Measurement
- Electrical Parameters Measurement

Document References/Standard:

- IES-LM-79-08 "Electrical and Photometric Measurements of Solid-State Lighting Products"
- IS : 16106-2012 "Method of Electrical and Photometric solid state lighting (LED) products"

Enclosures:

Prepared By:	Checked By:	Approved By:
Mr. Sunil Dmello		Mr. DVRS

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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Electrical & Photometric Test Report

Testing Agency	Bajaj Electricals Limited		
Date of Testing	06/12/2018		
Type of Equipment used	Moving Mirror Gonio photometer		
Mirror Gonio Photometer	Lighting Science (Type C)		
Power Meter	YOKOGAWA 2533		
Measurement of uncertainty	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric Distance	14m		
Test Condition			
Ambient Temperature (in °C)	25 ± 2	Relative Humidity (in %)	50± 15
Test voltage (in Volts)	240 Vac	Frequency (in Hz)	50
Stabilization Time (hh:mm:ss)	00:35:00	Total operating time (hh:mm:ss)	01:20:00
Rated Performance Parameters (at 240VAC & 50Hz)			
Electrical		**Photometric**	
Rated Wattage (in Watts)	40W	**Rated Luminaire Efficacy (in lm/w)**	115
Rated Mains Current (in Amp)	0.170A	**Nominal CCT (K)**	5700
Power Factor	≥0.95	**Nominal CRI**	70
Harmonic Distortion Athd (in %)	<10	**Beam Angle (in degree)**	60° and 30°
Measured Performance Parameters			
Electrical		**Photometric**	
Supply Voltage (V) & Freq. (Hz)	240V & 50Hz	**Total Measured Lumen (lm)**	4595
Total Wattage (in Watts)	41.4	**Luminaire Efficacy (in lm/w)**	115.3
Mains Current (in Amp)	0.163A	**CCT**	5670
Power Factor	0.98	**CRI**	73.2
Harmonic Distortion - Athd (in %)	8.5%	**Beam Angle (in degree)**	66° x 31°
Photometric Measurement Data:			
Light Intensity Distribution (cd)		Refer to Page No. 3	
Zonal Flux Diagram(street)		Refer to Page No. 4	
IES File (Absolute cd)		Provided on request	
Approved By:		**Tested By:**	
Mr. DVRS		**Mr. Amith Shetty**	

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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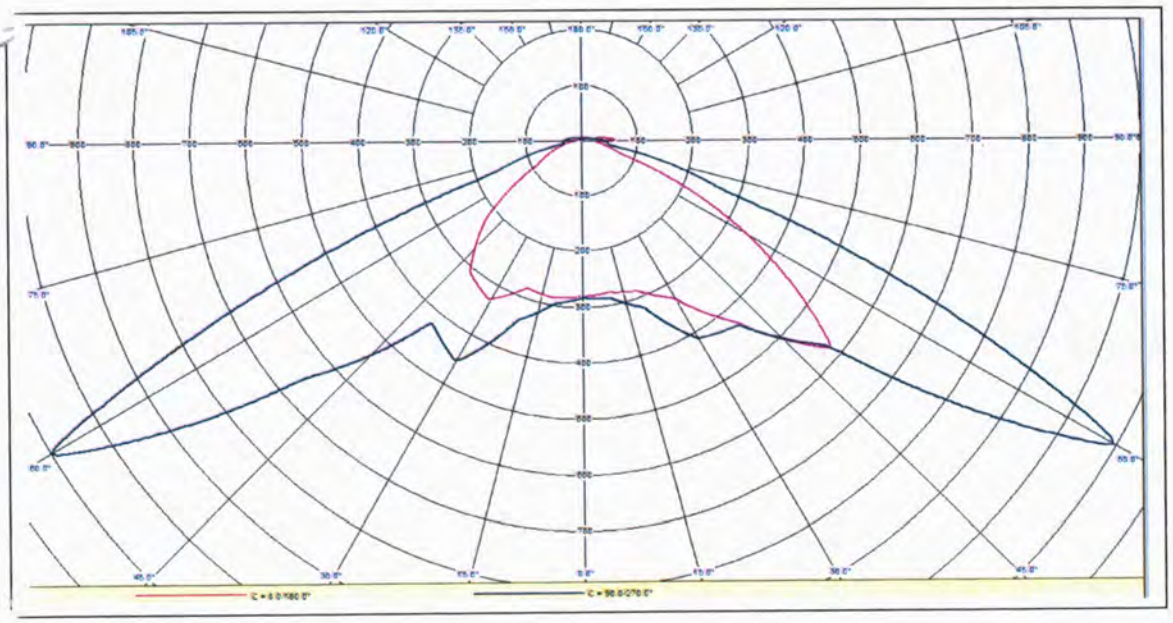
Light intensity Distribution Diagram (cd)-



Product Code	BRTFG 40W LED I N	Sample ID	18043

LED Luminaire

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-11)

Issued by: Bajaj Electricals Limited
Date : 06/12/2018

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Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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TEST REPORT DETAILS

Report Number: 18042-01	
ting Agency:	Bajaj Electricals Limited
Type of Sample Tested:	LED Roadway Luminaire
Product Code:	BRTFG 170W LED HXE A-DIM NS N
Brand:	Bajaj Luminaires
Product/Sample ID:	18042
Product/Sample Description:	LED 170W street light luminaire
Product Constructional Details:	Pressure die-cast aluminium housing with Epoxy powder coated
Operating Voltage Range:	150Vac to 300Vac
Driver Efficiency:	85%

Test Details:

- Light intensity distribution Measurement
- Total Lumen output Measurement
- Electrical Parameters Measurement

cument References/Standard:

- IES-LM-79-08 "Electrical and Photometric Measurements of Solid-State Lighting Products"
- IS : 16106-2012 "Method of Electrical and Photometric solid state lighting (LED) products"

Enclosures:

Prepared By:	Checked By:	Approved By:
Mr. Sunil Dmello		Mr. DVRS

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
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Electrical & Photometric Test Report

Testing Agency	Bajaj Electricals Limited		
Date of Testing	06/12/2018		
Type of Equipment used	Moving Mirror Gonio photometer		
rror Gonio Photometer	Lighting Science (Type C)		
Power Meter	YOKOGAWA 2533		
Measurement of uncertainty	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric Distance	14m		
Test Condition			
Ambient Temperature (in °C)	25 ± 2	Relative Humidity (in %)	50± 15
Test voltage (in Volts)	240 Vac	Frequency (in Hz)	50
Stabilization Time (hh:mm:ss)	00:35:00	Total operating time (hh:mm:ss)	01:20:00
Rated Performance Parameters (at 240VAC & 50Hz)			
Electrical		**Photometric**	
Rated Wattage (in Watts)	170	**Rated Luminaire Efficacy (in lm/w)**	115
Rated Mains Current (in Amp)	740mA	**Nominal CCT (K)**	5700
Power Factor	≥0.95	**Nominal CRI**	70
Harmonic Distortion Athd (in %)	>10	**Beam Angle (in degree)**	60° and 30°
Measured Performance Parameters			
Electrical		**Photometric**	
Supply Voltage (V) & Freq. (Hz)	240V & 50Hz	**Total Measured Lumen (lm)**	19,890
Total Wattage (in Watts)	170.8	**Luminaire Efficacy (in lm/w)**	117
Mains Current (in Amp)	730mA	**CCT**	5602
Power Factor	0.97	**CRI**	71
Harmonic Distortion - Athd (in %)	8.2%	**Beam Angle (in degree)**	64° x 31°
Photometric Measurement Data:			
Light Intensity Distribution (cd)		Refer to Page No. 3	
Zonal Flux Diagram(street)		Refer to Page No. 4	
IES File (Absolute cd)		Provided on request	
Approved By:		**Tested By:**	
Mr. DVRS		**Mr. Sunil Dmello**	

2

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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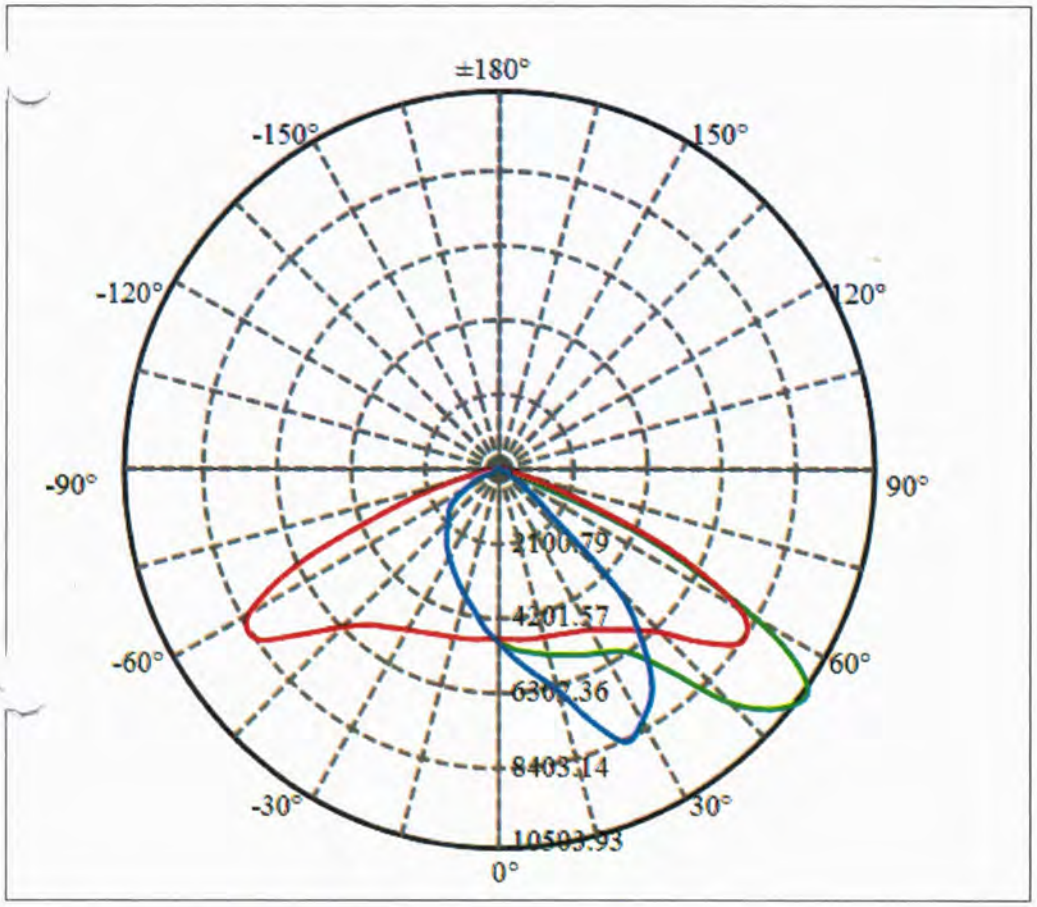
Light intensity Distribution Diagram (cd)-



Product Code	BRTFG 170W LED HXE A-DIM NS N	Sample ID	18042

LED Luminaire

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-11)

Issued by : Bajaj Electricals Limited
Date : 06/12/2018

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Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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TEST REPORT DETAILS

Report Number: 18041-01	
sting Agency:	Bajaj Electricals Limited
Type of Sample Tested:	LED Roadway Luminaire
Product Code:	BRTFG 85W LED I N
Brand:	Bajaj Luminaires
Product/Sample ID:	18041
Product/Sample Description:	LED 85W street light luminaire
Product Constructional Details:	Pressure die-cast aluminium housing with Epoxy powder coated
Operating Voltage Range:	150Vac to 300Vac
Driver Efficiency:	85%

Test Details:

- Light intensity distribution Measurement
- Total Lumen output Measurement
- Electrical Parameters Measurement

cument References/Standard:

- IES-LM-79-08 "Electrical and Photometric Measurements of Solid-State Lighting Products"
- IS : 16106-2012 "Method of Electrical and Photometric solid state lighting (LED) products"

Enclosures:

Prepared By:	Checked By:	Approved By:
Mr. Sunil Dmello		Mr. DVRS

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
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Electrical & Photometric Test Report

Testing Agency	Bajaj Electricals Limited		
Date of Testing	06/12/2018		
Type of Equipment used	Moving Mirror Gonio photometer		
Mirror Gonio Photometer	Lighting Science (Type C)		
Power Meter	YOKOGAWA 2533		
Measurement of uncertainty	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric Distance	14m		
Test Condition			
Ambient Temperature (in °C)	25 ± 2	Relative Humidity (in %)	50± 15
Test voltage (in Volts)	240 Vac	Frequency (in Hz)	50
Stabilization Time (hh:mm:ss)	00:35:00	Total operating time (hh:mm:ss)	01:20:00
Rated Performance Parameters (at 240VAC & 50Hz)			
Electrical		**Photometric**	
Rated Wattage (in Watts)	85W	**Rated Luminaire Efficacy (in lm/w)**	115
Rated Mains Current (in Amp)	370mA	**Nominal CCT (K)**	5700
Power Factor	≥0.95	**Nominal CRI**	70
Harmonic Distortion Athd (in %)	>10	**Beam Angle (in degree)**	60° and 30°
Measured Performance Parameters			
Electrical		**Photometric**	
Supply Voltage (V) & Freq. (Hz)	240V & 50Hz	**Total Measured Lumen (lm)**	9950
Total Wattage (in Watts)	85.6	**Luminaire Efficacy (in lm/w)**	117
Mains Current (in Amp)	328mA	**CCT**	5785
Power Factor	0.96	**CRI**	72
Harmonic Distortion - Athd (in %)	7.6%	**Beam Angle (in degree)**	64° x 31°
Photometric Measurement Data:			
Light Intensity Distribution (cd)		Refer to Page No. 3	
Zonal Flux Diagram(street)		Refer to Page No. 4	
IES File (Absolute cd)		Provided on request	
Approved By:		**Tested By:**	
Mr. DVRS		**Mr. Sunil Dmello**	

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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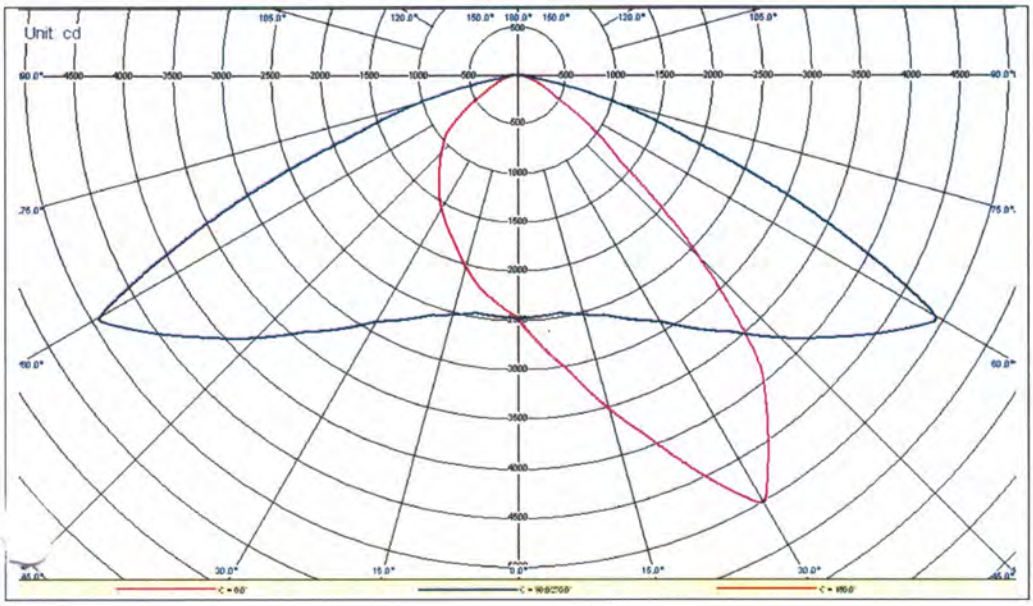
Light intensity Distribution Diagram (cd)-



Product Code	BRTFG 85W LED I N	Sample ID	18041

LED Luminaire

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-11)

Issued by : Bajaj Electricals Limited
Date : 08/12/2018

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Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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TEST REPORT DETAILS

port Number: 18046-01	
Testing Agency:	Bajaj Electricals Limited
Type of Sample Tested:	LED Roadway Luminaire
Product Code:	BRLEP 30W LED WH N
Brand:	Bajaj Luminaires
Product/Sample ID:	18046
Product/Sample Description:	LED 30W street light luminaire
Product Constructional Details:	Pressure die-cast aluminium housing with Epoxy powder coated
Mains Voltage :	240V AC
Driver Efficiency:	85%

Test Details:

- Light intensity distribution Measurement
- Total Lumen output Measurement
- Electrical Parameters Measurement

Document References/Standard:

- IES-LM-79-08 "Electrical and Photometric Measurements of Solid-State Lighting Products"
- IS : 16106-2012 "Method of Electrical and Photometric solid state lighting (LED) products"

Enclosures:

Prepared By:	Checked By:	Approved By:
Mr. Sunil Dmello	Mr. Amith Shetty	Mr. DVRS

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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Electrical & Photometric Test Report

Testing Agency	Bajaj Electricals Limited		
Date of Testing	8/12/2018		
Type of Equipment used	Moving Mirror Gonio photometer		
Mirror Gonio Photometer	Lighting Science (Type C)		
Power Meter	YOKOGAWA 2533		
Measurement of uncertainty	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric Distance	14m		
Test Condition			
Ambient Temperature (in °C)	25 ± 2	Relative Humidity (in %)	50± 15
Test voltage (in Volts)	240 Vac	Frequency (in Hz)	50
Stabilization Time (hh:mm:ss)	00:35:00	Total operating time (hh:mm:ss)	01:20:00
Rated Performance Parameters (at 240VAC & 50Hz)			
Electrical		**Photometric**	
Rated Wattage (in Watts)	30	**Rated Luminaire Efficacy (in lm/w)**	115
Rated Mains Current (in Amp)	0.130	**Nominal CCT (K)**	5700
Power Factor	≥0.95	**Nominal CRI**	70
Harmonic Distortion Athd (in %)	<10	**Beam Angle (in degree)**	60° and 30°
Measured Performance Parameters			
Electrical		**Photometric**	
Supply Voltage (V) & Freq. (Hz)	240V & 50Hz	**Total Measured Lumen (lm)**	3450
Total Wattage (in Watts)	31.2	**Luminaire Efficacy (in lm/w)**	115.6
Mains Current (in Amp)	0.122	**CCT**	5638
Power Factor	0.98	**CRI**	72.8
Harmonic Distortion - Athd (in %)	8.7%	**Beam Angle (in degree)**	64° x 31°
Photometric Measurement Data:			
Light Intensity Distribution (cd)		Refer to Page No. 3	
Zonal Flux Diagram(street)		Refer to Page No. 4	
IES File (Absolute cd)		Provided on request	
Approved By:		**Tested By:**	
Mr. DVRS		Mr. Amith Shetty	

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
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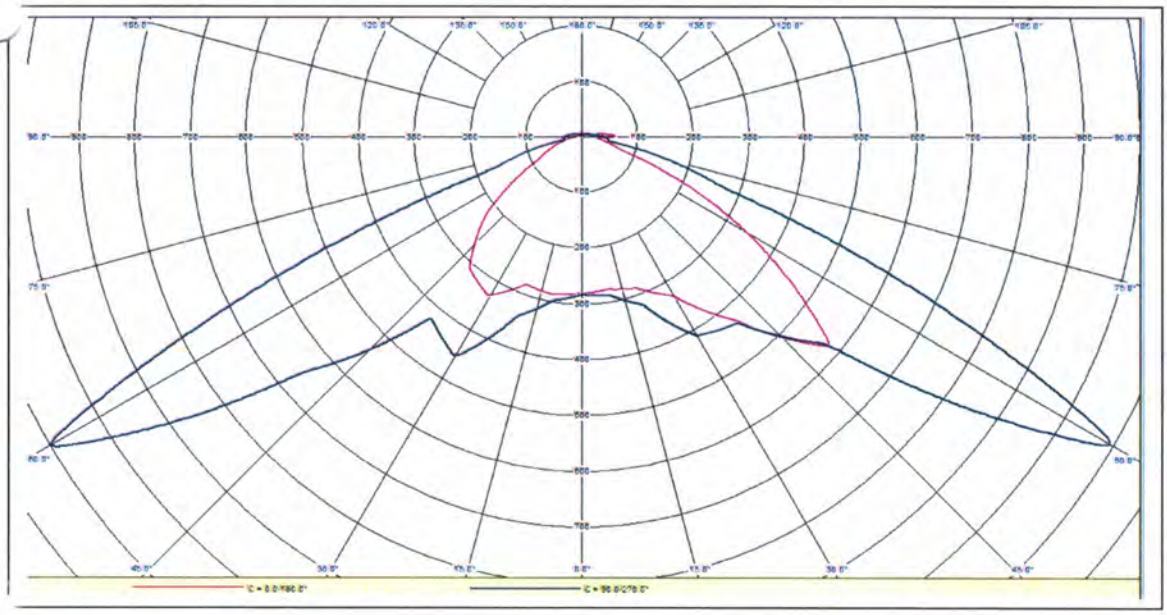
Light intensity Distribution Diagram (cd)-



Product Code	BRLEP 30W LED WH N	Sample ID	18046

Cree® XLamp® XT-E White LEDs

NVLAP TESTING

NVLAP Lab Code 500041-0

INFORMATION REQUIRED BY LM-80-08

ree classifies these LEDs as "LED packages" per Sep 9, 2011 ENERGY STAR guidelines[1].

1. Number of LED light sources tested	*See individual data sets on following pages.*
2. Description of LED light sources	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxxx All measurements provided are LED package measurements.
3. Description of test and auxiliary equipment	Instrument Systems ISP-500 Integrating Sphere Instrument Systems CAS-140 Spectrometer Keithley 2420 Sourcemeter
4. Operating cycle	LED packages are driven at constant current.
5. Ambient conditions	LED packages are operated in environmental control chambers. The temperature of the ambient air around the LED packages is actively controlled by air flowing through the chamber. T_A : *See individual data sets on following pages* RH : < 45% Air flow : 800 CFM
6. Case temperature	*See individual data sets on following pages.*
7. Drive current of the LED light source during lifetime test.	*See individual data sets on following pages.*
8. Initial luminous flux and forward voltage at photometric measurement current	*See individual data sets on following pages.*
9. Lumen maintenance data for each individual LED light source	*See individual data sets on following pages.* Ambient temperature during luminous flux testing set to 25°C ±2°C.
10. Observation of LED light source failures	No failures occurred during testing.
11. LED light source monitoring interval	*See individual data sets on following pages.*
12. Photometric measurement uncertainty	Cree maintains a tolerance of ±2.0% on flux measurements for LM-80 testing.
13. Chromaticity shift reported over the measurement time	*See individual data sets on following pages.* Ambient temperature during chromaticity testing set to 25°C ±2°C.
Test Report Authorization	Arthur Pun, Components Reliability Laboratory Manager

1 http://www.energystar.gov/ia/partners/prod_development/new_specs/downloads/luminaires/ENERGY_STAR_Final_Lumen_Maintenance_Guidance.pdf

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Cree, Inc.
4600 Silicon Drive
Durham, NC 27703
USA Tel: +1.919.407.5300

REVISION HISTORY

Revision	Date	Change
0	Mar 29, 2012	Date of first issue
1	Sep 27, 2012	Removed successor data set 1. Added data set 2.
2	Oct 23, 2012	Added data set 3.
3	Nov 14, 2012	Added data set 4.
4	Apr 17, 2013	Revised data sets 2 & 4 to add additional test duration. Added data sets 5 & 6.
5	Aug 22, 2013	Revised data sets 2-6 to add additional test duration.
6	Nov 13, 2013	Revised data sets 5 & 6 to add additional test duration.
7	Sep 29, 2014	Removed data sets 3 & 4. Added data sets 3+ & 4+. Revised data sets 2 & 5 to add additional test duration.
8	Nov 20, 2015	Added data sets 8 & 9. Revised report format.
9	Jun 06, 2016	Added data sets 10 & 11. Removed data sets 2 & 4+. Extended data sets 8 & 9 with additional test duration.
10	Sep 22, 2016	Extended data sets 8 & 9 with additional test duration. Updated mechanical drawings and product photograph.

TEST RESULTS SUMMARY

Data Set	Case Temp. [T_S]	Ambient Temp. [T_A]	Drive Current [I_F]	ANSI CCT Target	Sample Count	Test Duration	Reported TM-21 Lifetimes
8	85°C	85°C	500 mA	3000K	20	12,096 hrs	L90(12k) > 72,600 hrs L80(12k) > 72,600 hrs L70(12k) > 72,600 hrs
9	105°C	105°C	500 mA	3000K	20	13,104 hrs	L90(13k) > 78,600 hrs L80(13k) > 78,600 hrs L70(13K) > 78,600 hrs
3+	55°C	55°C	1000 mA	3000K	16	18,144 hrs	L90(18k) = 45,600 hrs L80(18k) = 88,500 hrs L70(18k) > 99,800 hrs
10	85°C	85°C	1000 mA	3000K	20	10,080 hrs	L90(10k) > 60,500 hrs L80(10k) > 60,500 hrs L70(10k) > 60,500 hrs
11	105°C	105°C	1000 mA	3000K	20	10,080 hrs	L90(10k) > 60,500 hrs L80(10k) > 60,500 hrs L70(10k) > 60,500 hrs
5	55°C	55°C	1250 mA	3000K	25	10,080 hrs	L90(10k) = 46,100 hrs L80(10k) > 60,500 hrs L70(10k) > 60,500 hrs
6	85°C	85°C	1250 mA	3000K	25	9,072 hrs	L90(9k) = 19,300 hrs L80(9k) = 41,400 hrs L70(9k) > 54,400 hrs

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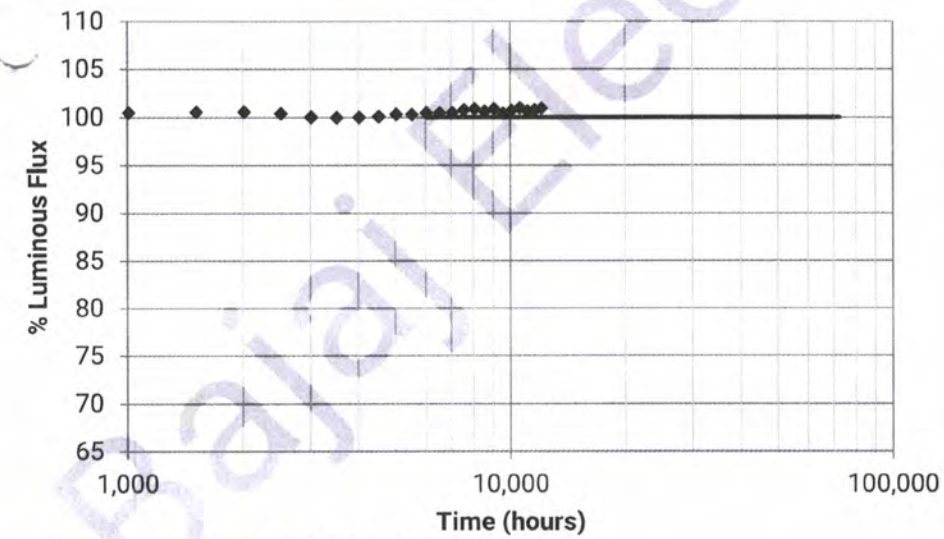
DATA SET 8: 85°C; 500 mA

LED Package Series	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxxx
Tested Model Number	XTEAWT-00-0000-00000LBE7
Drive Current [I_F]	500 mA
Testing Initiation Date	December 4, 2014
Case Temperature [T_S]	85°C
Ambient Temperature [T_A]	85°C
Failures observed	None

Projection Generated By Cree's Internal TM-21 Calculator:

Test duration	12,096 hours
Test duration used for projection	t=6,048 to t=12,096
α	*-5.311E-07*
β	1.002E+00
Reported Lifetimes	**L90(12k) > 72,600 hours** **L80(12k) > 72,600 hours** **L70(12k) > 72,600 hours**



LM-80 Data For The Official TM-21 Calculator*

Time (hours)	Lumen Maintenance
0	100.00%
3024	100.02%
3528	99.95%
4032	99.98%
4536	100.07%
5040	100.30%
5544	100.28%
6048	100.46%
6552	100.45%
7056	100.47%
7560	100.74%
8064	100.85%
8568	100.59%
9072	100.85%
9576	100.41%
10080	100.66%
10584	100.96%
11088	100.62%
11592	100.73%
12096	100.93%

* http://www.energystar.gov/TM-21calculator

Note: Data points t=168 hr through t=2520 hr are intentionally excluded from this table, since the ENERGY STAR tool has a 20 data point input limit. Per TM-21 methodology, data points t=168 hr through t=2520 hr would be excluded, so the projection is unaffected.

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DATA SET 8: 85°C; 500 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	176.3	3.12	3284	3000	100.27	100.47	100.66	100.66	101.06	100.51	100.13	100.14	100.74	100.76	100.45	100.71
2	190.0	3.10	3177	3000	99.77	99.49	99.87	100.00	100.09	100.04	99.86	99.80	100.09	100.01	99.81	100.17
3	171.9	3.10	3240	3000	100.25	100.41	100.87	101.29	101.06	100.34	100.08	100.03	100.01	100.37	100.05	100.74
4	190.6	3.07	3295	3000	100.49	100.59	100.69	100.75	100.85	100.07	99.87	99.98	100.18	100.69	100.45	100.46
5	171.4	3.07	3233	3000	100.73	100.66	100.97	101.14	101.01	100.10	99.98	99.74	99.95	100.07	100.05	100.45
6	187.6	3.07	3190	3000	100.29	101.01	100.98	100.95	101.10	100.64	100.44	100.60	100.47	100.76	101.12	101.07
7	170.0	3.09	3183	3000	100.64	100.69	101.00	101.08	100.39	100.05	99.68	99.99	100.26	100.25	99.80	99.95
8	189.8	3.05	3227	3000	100.41	100.99	101.08	101.04	101.01	100.33	100.42	100.54	100.83	101.25	101.16	101.53
9	168.1	3.16	3159	3000	100.46	100.97	101.25	101.03	100.09	100.20	100.08	100.17	100.07	100.33	100.09	99.81
10	174.2	3.08	3228	3000	100.80	100.58	100.48	100.99	100.96	100.72	100.40	100.45	100.83	100.68	100.39	100.49
11	187.5	3.06	3232	3000	99.84	100.59	100.56	100.42	100.29	99.71	99.47	99.49	99.78	100.27	100.20	100.56
12	187.3	3.07	3272	3000	100.10	100.40	100.00	100.16	99.62	99.54	100.00	99.35	99.37	99.84	99.67	100.10
13	189.7	3.08	3170	3000	100.19	100.82	101.06	100.83	100.56	100.27	100.20	100.29	100.57	100.93	100.78	101.24
14	185.3	3.05	3170	3000	99.77	100.47	100.45	100.62	100.50	99.87	99.82	99.98	100.31	100.67	100.50	100.87
15	174.2	3.11	3216	3000	100.72	100.31	100.56	100.39	100.20	100.29	100.28	100.24	99.94	99.85	99.55	99.64
16	193.1	3.09	3279	3000	100.73	100.57	100.45	100.65	100.35	99.81	99.86	100.04	100.00	100.21	100.76	100.70
17	188.5	3.07	3266	3000	99.76	99.92	99.89	99.91	99.78	99.55	99.74	99.50	99.42	99.78	100.09	100.17
18	187.6	3.07	3203	3000	99.68	99.78	99.34	99.29	99.34	99.19	99.23	99.33	99.21	99.63	99.92	100.00
19	185.8	3.11	3226	3000	100.35	100.44	100.32	100.01	100.15	99.66	99.77	99.97	99.58	99.65	100.30	100.27
20	188.9	3.06	3195	3000	99.91	100.36	100.08	99.63	99.68	99.52	99.68	99.89	99.74	100.06	100.53	100.34
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**182.9**	**3.08**			**100.26**	**100.48**	**100.53**	**100.54**	**100.41**	**100.02**	**99.95**	**99.98**	**100.07**	**100.30**	**100.28**	**100.46**
Median	187.4	3.08			100.28	100.52	100.56	100.66	100.37	100.06	99.92	99.99	100.04	100.26	100.25	100.46
σ	8.3	0.03			0.37	0.39	0.50	0.55	0.54	0.41	0.32	0.37	0.47	0.45	0.45	0.48
Min.	168.1	3.05			99.68	99.49	99.34	99.29	99.34	99.19	99.23	99.33	99.21	99.63	99.55	99.64
Max.	193.1	3.16			100.80	101.01	101.25	101.29	101.10	100.72	100.44	100.60	100.83	101.25	101.16	101.53

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	0.4218	0.4048	3284	3000	0.0007	0.0011	0.0013	0.0015	0.0016	0.0017	0.0018	0.0019	0.0020	0.0020	0.0020	0.0020
2	0.4297	0.4097	3177	3000	0.0005	0.0013	0.0014	0.0017	0.0018	0.0020	0.0021	0.0021	0.0021	0.0022	0.0021	0.0023
3	0.4245	0.4056	3240	3000	0.0006	0.0012	0.0014	0.0015	0.0015	0.0016	0.0017	0.0017	0.0019	0.0020	0.0020	0.0020
4	0.4217	0.4059	3295	3000	0.0005	0.0011	0.0013	0.0014	0.0016	0.0018	0.0019	0.0020	0.0020	0.0021	0.0022	0.0022
5	0.4263	0.4090	3233	3000	0.0006	0.0011	0.0014	0.0014	0.0015	0.0017	0.0019	0.0019	0.0019	0.0020	0.0020	0.0021
6	0.4275	0.4062	3190	3000	0.0006	0.0011	0.0015	0.0017	0.0019	0.0019	0.0021	0.0021	0.0021	0.0022	0.0022	0.0022
7	0.4278	0.4060	3183	3000	0.0006	0.0012	0.0014	0.0014	0.0015	0.0016	0.0018	0.0017	0.0018	0.0019	0.0018	0.0019
8	0.4248	0.4047	3227	3000	0.0006	0.0012	0.0014	0.0016	0.0018	0.0019	0.0020	0.0020	0.0022	0.0023	0.0023	0.0022
9	0.4292	0.4064	3159	3000	0.0007	0.0013	0.0015	0.0014	0.0016	0.0017	0.0018	0.0019	0.0019	0.0019	0.0020	0.0020
10	0.4254	0.4062	3228	3000	0.0006	0.0011	0.0013	0.0014	0.0014	0.0017	0.0017	0.0017	0.0017	0.0018	0.0020	0.0019
11	0.4274	0.4115	3232	3000	0.0004	0.0010	0.0012	0.0014	0.0014	0.0016	0.0017	0.0018	0.0017	0.0020	0.0021	0.0021
12	0.4239	0.4084	3272	3000	0.0003	0.0012	0.0015	0.0017	0.0018	0.0018	0.0020	0.0020	0.0021	0.0023	0.0022	0.0022
13	0.4306	0.4108	3170	3000	0.0006	0.0013	0.0015	0.0016	0.0017	0.0018	0.0020	0.0021	0.0022	0.0023	0.0023	0.0024
14	0.4282	0.4054	3170	3000	0.0005	0.0012	0.0015	0.0019	0.0019	0.0020	0.0021	0.0022	0.0021	0.0023	0.0023	0.0023
15	0.4261	0.4063	3216	3000	0.0004	0.0009	0.0012	0.0014	0.0014	0.0014	0.0017	0.0016	0.0017	0.0017	0.0018	0.0019
16	0.4223	0.4054	3279	3000	0.0006	0.0012	0.0015	0.0018	0.0018	0.0019	0.0020	0.0020	0.0022	0.0022	0.0022	0.0023
17	0.4241	0.4080	3266	3000	0.0003	0.0010	0.0012	0.0014	0.0014	0.0015	0.0017	0.0017	0.0019	0.0019	0.0020	0.0021
18	0.4266	0.4058	3203	3000	0.0004	0.0008	0.0010	0.0012	0.0012	0.0012	0.0015	0.0015	0.0017	0.0017	0.0017	0.0019
19	0.4264	0.4084	3226	3000	0.0005	0.0010	0.0012	0.0014	0.0014	0.0014	0.0016	0.0016	0.0019	0.0019	0.0018	0.0019
20	0.4262	0.4039	3195	3000	0.0004	0.0013	0.0013	0.0014	0.0014	0.0016	0.0020	0.0018	0.0020	0.0020	0.0019	0.0020
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0005**	**0.0011**	**0.0014**	**0.0015**	**0.0016**	**0.0017**	**0.0019**	**0.0019**	**0.0020**	**0.0020**	**0.0021**	**0.0021**
Median					0.0005	0.0011	0.0014	0.0014	0.0015	0.0017	0.0018	0.0019	0.0019	0.0020	0.0020	0.0021
σ					0.0001	0.0001	0.0001	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002
Min.					0.0003	0.0008	0.0010	0.0012	0.0012	0.0012	0.0015	0.0015	0.0017	0.0017	0.0017	0.0019
Max.					0.0007	0.0013	0.0015	0.0019	0.0019	0.0020	0.0021	0.0022	0.0022	0.0023	0.0023	0.0024

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DATA SET 8: 85°C; 500 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080	10584	11088	11592	12096
1	176.3	3.12	3284	3000	100.57	100.65	101.04	101.20	100.74	100.46	101.08	100.92	101.30	100.79	100.34	100.51
2	190.0	3.10	3177	3000	100.17	100.54	100.65	100.95	101.30	101.19	100.32	100.68	101.21	100.68	100.95	101.05
3	171.9	3.10	3240	3000	100.17	100.55	100.51	100.05	99.63	100.22	100.10	100.38	100.58	100.58	100.23	100.76
4	190.6	3.07	3295	3000	100.77	101.02	100.84	101.13	101.20	100.99	99.83	101.22	101.26	100.63	100.73	100.89
5	171.4	3.07	3233	3000	100.22	100.13	100.25	100.65	99.92	101.01	100.68	100.37	101.23	101.11	101.05	101.05
6	187.6	3.07	3190	3000	101.02	101.35	101.56	101.90	101.70	101.93	101.41	101.67	102.24	101.60	101.71	101.87
7	170.0	3.09	3183	3000	100.07	100.02	100.16	100.51	99.43	100.65	100.15	100.25	101.00	100.94	100.12	101.00
8	189.8	3.05	3227	3000	100.92	101.35	101.55	101.65	101.78	101.60	101.26	101.45	102.11	101.48	101.95	101.95
9	168.1	3.16	3159	3000	100.27	100.43	100.52	100.50	100.18	101.02	100.88	100.51	100.89	101.31	100.59	101.19
10	174.2	3.08	3228	3000	100.62	100.80	101.10	101.43	100.52	101.28	100.73	100.71	101.15	101.66	100.86	101.61
11	187.5	3.06	3232	3000	100.20	100.27	100.67	101.04	101.13	101.14	100.31	101.01	101.01	100.53	100.91	100.91
12	187.3	3.07	3272	3000	100.01	99.92	100.20	100.52	100.65	100.73	99.95	100.38	100.53	100.11	100.43	100.37
13	189.7	3.08	3170	3000	100.93	100.96	101.30	100.53	100.54	100.82	100.19	100.30	100.69	100.21	100.37	100.37
14	185.3	3.05	3170	3000	100.50	100.67	100.91	101.22	100.95	100.85	100.10	101.17	101.40	100.92	101.24	101.24
15	174.2	3.11	3216	3000	100.28	99.77	100.83	100.78	100.50	100.71	100.59	100.04	100.40	99.83	99.94	100.06
16	193.1	3.09	3279	3000	100.78	100.66	101.04	101.41	101.16	101.01	100.78	101.14	101.04	100.57	101.04	101.66
17	188.5	3.07	3266	3000	100.19	99.93	100.49	100.72	100.45	100.60	100.20	100.12	100.00	99.68	100.53	100.27
18	187.6	3.07	3203	3000	100.17	99.94	100.45	99.67	99.42	99.82	99.45	100.30	100.16	99.84	100.69	100.27
19	185.8	3.11	3226	3000	100.53	100.15	100.29	100.18	99.88	100.08	99.66	100.00	100.22	99.73	100.00	100.86
20	188.9	3.06	3195	3000	100.54	100.25	100.43	101.00	100.62	100.90	100.53	100.61	100.69	100.11	101.01	100.69
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**182.9**	**3.08**			**100.45**	**100.47**	**100.74**	**100.85**	**100.59**	**100.85**	**100.41**	**100.66**	**100.96**	**100.62**	**100.73**	**100.93**
Median	187.4	3.08			100.39	100.48	100.66	100.86	100.58	100.87	100.31	100.56	101.01	100.61	100.71	100.90
σ	8.3	0.03			0.31	0.47	0.43	0.55	0.69	0.49	0.52	0.48	0.58	0.62	0.53	0.54
Min.	168.1	3.05			100.01	99.77	100.16	99.67	99.42	99.82	99.45	100.00	100.00	99.68	99.94	100.06
Max.	193.1	3.16			101.02	101.35	101.56	101.90	101.78	101.93	101.41	101.67	102.24	101.66	101.95	101.95

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080	10584	11088	11592	12096
1	0.4218	0.4048	3284	3000	0.0021	0.0023	0.0024	0.0023	0.0024	0.0023	0.0023	0.0021	0.0021	0.0022	0.0023	0.0022
2	0.4297	0.4097	3177	3000	0.0023	0.0025	0.0025	0.0024	0.0025	0.0024	0.0024	0.0024	0.0024	0.0024	0.0026	0.0025
3	0.4245	0.4056	3240	3000	0.0021	0.0023	0.0023	0.0022	0.0022	0.0023	0.0022	0.0021	0.0021	0.0022	0.0024	0.0022
4	0.4217	0.4059	3295	3000	0.0022	0.0024	0.0025	0.0024	0.0024	0.0024	0.0024	0.0022	0.0022	0.0023	0.0025	0.0024
5	0.4263	0.4090	3233	3000	0.0022	0.0022	0.0023	0.0022	0.0022	0.0022	0.0022	0.0019	0.0020	0.0022	0.0022	0.0021
6	0.4275	0.4062	3190	3000	0.0023	0.0024	0.0026	0.0025	0.0024	0.0024	0.0024	0.0023	0.0022	0.0023	0.0024	0.0023
7	0.4278	0.4060	3183	3000	0.0019	0.0019	0.0020	0.0019	0.0019	0.0019	0.0020	0.0017	0.0018	0.0019	0.0019	0.0019
8	0.4248	0.4047	3227	3000	0.0023	0.0024	0.0026	0.0024	0.0025	0.0026	0.0025	0.0024	0.0023	0.0024	0.0025	0.0024
9	0.4292	0.4064	3159	3000	0.0020	0.0020	0.0022	0.0021	0.0021	0.0022	0.0022	0.0018	0.0018	0.0019	0.0020	0.0020
10	0.4254	0.4062	3228	3000	0.0021	0.0021	0.0022	0.0021	0.0022	0.0021	0.0022	0.0020	0.0020	0.0020	0.0021	0.0021
11	0.4274	0.4115	3232	3000	0.0022	0.0022	0.0024	0.0023	0.0025	0.0024	0.0023	0.0023	0.0021	0.0023	0.0024	0.0024
12	0.4239	0.4084	3272	3000	0.0024	0.0024	0.0025	0.0025	0.0026	0.0025	0.0025	0.0025	0.0023	0.0024	0.0025	0.0025
13	0.4306	0.4108	3170	3000	0.0026	0.0026	0.0027	0.0026	0.0026	0.0026	0.0025	0.0024	0.0023	0.0024	0.0024	0.0024
14	0.4282	0.4054	3170	3000	0.0024	0.0025	0.0026	0.0025	0.0024	0.0024	0.0024	0.0024	0.0023	0.0023	0.0024	0.0024
15	0.4261	0.4063	3216	3000	0.0019	0.0018	0.0021	0.0022	0.0022	0.0020	0.0019	0.0018	0.0018	0.0020	0.0019	0.0018
16	0.4223	0.4054	3279	3000	0.0025	0.0024	0.0026	0.0026	0.0026	0.0024	0.0024	0.0024	0.0023	0.0024	0.0024	0.0023
17	0.4241	0.4080	3266	3000	0.0021	0.0022	0.0022	0.0024	0.0024	0.0023	0.0022	0.0023	0.0023	0.0024	0.0024	0.0024
18	0.4266	0.4058	3203	3000	0.0018	0.0021	0.0022	0.0022	0.0023	0.0022	0.0021	0.0022	0.0022	0.0022	0.0023	0.0022
19	0.4264	0.4084	3226	3000	0.0020	0.0021	0.0022	0.0021	0.0022	0.0022	0.0021	0.0021	0.0022	0.0023	0.0023	0.0022
20	0.4262	0.4039	3195	3000	0.0020	0.0020	0.0021	0.0022	0.0023	0.0022	0.0021	0.0022	0.0022	0.0022	0.0021	0.0022
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0022**	**0.0022**	**0.0024**	**0.0023**	**0.0023**	**0.0023**	**0.0023**	**0.0022**	**0.0021**	**0.0022**	**0.0023**	**0.0022**
Median					0.0022	0.0022	0.0024	0.0023	0.0024	0.0023	0.0023	0.0022	0.0022	0.0023	0.0024	0.0022
σ					0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002
Min.					0.0018	0.0018	0.0020	0.0019	0.0019	0.0019	0.0019	0.0017	0.0018	0.0019	0.0019	0.0018
Max.					0.0026	0.0026	0.0027	0.0026	0.0026	0.0026	0.0025	0.0025	0.0024	0.0024	0.0026	0.0025

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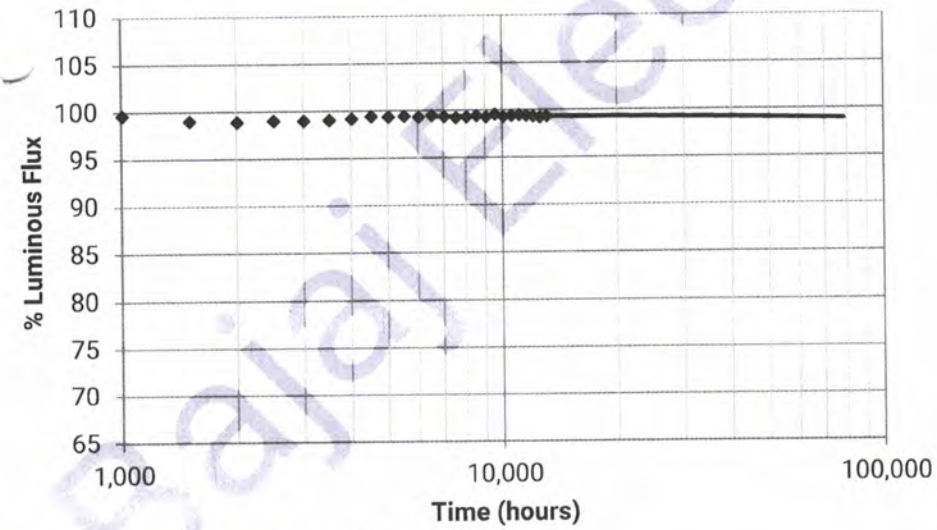
DATA SET 9: 105°C; 500 mA

LED Package Series	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxxx
Tested Model Number	XTEAWT-00-0000-00000LBE7
ive Current [I_F]	500 mA
Testing Initiation Date	December 4, 2014
Case Temperature [T_s]	105°C
Ambient Temperature [T_A]	105°C
Failures observed	None

Projection Generated By Cree's Internal TM-21 Calculator:

Test duration	13,104 hours
Test duration used for projection	t=6,552 to t=13,104
α	6.205E-08
β	9.938E-01
Reported Lifetimes	**L90(13k) > 78,600 hours** **L80(13k) > 78,600 hours** **L70(13k) > 78,600 hours**



LM-80 Data For The Official TM-21 Calculator*

Time (hours)	Lumen Maintenance
0	100.00%
4032	99.16%
4536	99.35%
5040	99.29%
5544	99.37%
6048	99.29%
6552	99.43%
7056	99.31%
7560	99.20%
8064	99.23%
8568	99.38%
9072	99.25%
9576	99.53%
10080	99.26%
10584	99.36%
11088	99.43%
11592	99.37%
12096	99.27%
12600	99.18%
13104	99.28%

* http://www.energystar.gov/TM-21calculator

ote: Data points t=168 hr through t=3528 hr are intentionally excluded from this table, since the ENERGY STAR tool has a 20 data int input limit. Per TM-21 methodology, data points t=168 hr through t=3528 would be excluded, so the projection is unaffected.

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DATA SET 9: 105°C; 500 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)												
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048	6552
1	176.6	3.14	3264	3000	99.78	100.05	99.43	99.17	99.18	99.22	99.49	99.62	99.60	99.18	99.72	99.37	99.12
2	195.3	3.11	3243	3000	100.04	100.06	99.23	99.29	99.25	99.07	99.11	99.25	99.78	99.25	99.63	99.64	100.07
3	193.5	3.07	3288	3000	99.70	99.95	99.46	98.96	98.91	98.94	98.89	99.38	99.68	99.12	99.04	99.67	100.04
4	188.5	3.06	3125	3000	99.90	99.49	99.06	98.98	99.04	98.92	99.04	99.45	99.67	99.15	99.16	99.86	100.17
5	174.7	3.05	3230	3000	100.43	100.26	99.03	98.40	98.73	98.75	98.68	98.41	98.74	98.43	98.56	98.86	98.88
6	176.1	3.08	3187	3000	100.39	99.87	99.38	99.17	99.05	99.89	99.53	99.71	99.33	99.19	99.38	99.15	99.70
7	174.8	3.07	3253	3000	100.08	98.94	98.34	98.32	98.56	98.37	98.29	98.55	98.78	98.73	99.59	98.75	98.45
8	191.7	3.06	3233	3000	99.72	99.19	98.85	98.85	99.11	98.98	99.19	99.38	99.52	99.74	99.47	99.20	98.95
9	191.5	3.06	3222	3000	99.62	99.63	99.27	99.28	99.57	99.41	99.32	99.57	99.71	99.77	99.73	99.60	99.33
10	189.2	3.05	3147	3000	100.38	100.08	99.98	99.87	99.69	99.57	99.60	100.27	100.30	100.46	100.45	100.37	100.31
11	177.8	3.07	3227	3000	100.25	99.56	99.16	99.09	99.18	99.44	99.74	99.80	99.63	99.39	99.54	99.29	98.92
12	178.8	3.14	3269	3000	100.41	98.40	97.95	98.09	98.31	98.55	98.53	98.63	98.49	98.51	98.94	98.65	99.11
13	195.4	3.12	3262	3000	100.01	98.86	98.41	98.61	98.75	98.48	98.38	98.40	98.71	99.34	99.05	98.68	99.71
14	171.3	3.07	3200	3000	100.54	99.43	98.04	97.71	98.19	98.22	98.36	98.47	98.51	98.32	98.90	98.72	98.69
15	191.7	3.08	3200	3000	99.63	98.78	98.24	98.45	98.39	98.27	98.28	98.29	98.81	99.15	98.76	98.51	99.18
16	174.4	3.07	3235	3000	100.17	99.32	98.01	97.71	97.94	97.89	98.03	97.90	98.23	97.99	98.47	98.81	98.44
17	187.6	3.06	3204	3000	100.17	99.28	98.87	98.75	98.65	98.46	98.46	98.71	99.24	99.75	99.09	99.06	99.83
18	192.7	3.06	3193	3000	100.23	100.13	99.59	99.49	99.65	99.59	99.27	99.58	99.97	100.45	99.89	99.98	99.77
19	174.9	3.06	3226	3000	100.10	100.12	99.70	99.41	99.89	99.48	100.01	99.97	99.94	99.48	99.51	99.40	99.50
20	191.0	3.05	3200	3000	100.38	100.03	99.81	99.81	99.76	99.63	99.72	99.85	100.41	100.43	100.45	100.18	100.44
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**184.4**	**3.08**			**100.10**	**99.57**	**98.99**	**98.87**	**98.99**	**98.96**	**99.00**	**99.16**	**99.35**	**99.29**	**99.37**	**99.29**	**99.43**
Median	188.0	3.07			100.13	99.60	99.11	98.97	99.05	98.96	99.07	99.38	99.56	99.22	99.43	99.24	99.41
σ	8.6	0.03			0.29	0.54	0.63	0.62	0.55	0.57	0.59	0.67	0.63	0.69	0.54	0.55	0.61
Min.	171.3	3.05			99.62	98.40	97.95	97.71	97.94	97.89	98.03	97.90	98.23	97.99	98.47	98.51	98.44
Max.	195.4	3.14			100.54	100.26	99.98	99.87	99.89	99.89	100.01	100.27	100.41	100.46	100.45	100.37	100.44

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')												
	CCx	CCy	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048	6552
1	0.4230	0.4051	3264	3000	0.0008	0.0015	0.0017	0.0019	0.0019	0.0019	0.0019	0.0018	0.0019	0.0019	0.0015	0.0020	0.0019
2	0.4240	0.4049	3243	3000	0.0008	0.0015	0.0017	0.0016	0.0017	0.0017	0.0017	0.0017	0.0019	0.0019	0.0016	0.0017	0.0019
3	0.4225	0.4071	3288	3000	0.0008	0.0013	0.0016	0.0015	0.0016	0.0016	0.0017	0.0016	0.0017	0.0019	0.0014	0.0017	0.0019
4	0.4318	0.4079	3125	3000	0.0006	0.0011	0.0013	0.0013	0.0013	0.0011	0.0013	0.0014	0.0016	0.0015	0.0012	0.0015	0.0016
5	0.4236	0.4022	3230	3000	0.0009	0.0017	0.0017	0.0017	0.0017	0.0017	0.0019	0.0018	0.0019	0.0019	0.0014	0.0018	0.0017
6	0.4286	0.4086	3187	3000	0.0010	0.0016	0.0018	0.0017	0.0017	0.0016	0.0017	0.0017	0.0018	0.0019	0.0015	0.0018	0.0019
7	0.4241	0.4063	3253	3000	0.0003	0.0006	0.0008	0.0007	0.0007	0.0009	0.0010	0.0010	0.0010	0.0011	0.0010	0.0011	0.0011
8	0.4247	0.4053	3233	3000	0.0004	0.0010	0.0011	0.0013	0.0013	0.0014	0.0015	0.0014	0.0014	0.0013	0.0014	0.0014	0.0014
9	0.4254	0.4054	3222	3000	0.0006	0.0012	0.0013	0.0013	0.0012	0.0014	0.0015	0.0014	0.0013	0.0014	0.0014	0.0013	0.0013
10	0.4293	0.4050	3147	3000	0.0006	0.0013	0.0014	0.0014	0.0014	0.0015	0.0016	0.0016	0.0014	0.0015	0.0015	0.0017	0.0016
11	0.4259	0.4072	3227	3000	0.0008	0.0013	0.0011	0.0012	0.0012	0.0014	0.0015	0.0014	0.0014	0.0014	0.0014	0.0015	0.0015
12	0.4232	0.4062	3269	3000	0.0005	0.0009	0.0009	0.0010	0.0009	0.0011	0.0011	0.0013	0.0012	0.0011	0.0011	0.0012	0.0011
13	0.4232	0.4053	3262	3000	0.0007	0.0011	0.0012	0.0011	0.0012	0.0013	0.0014	0.0014	0.0014	0.0015	0.0014	0.0014	0.0014
14	0.4276	0.4077	3200	3000	0.0006	0.0009	0.0010	0.0010	0.0010	0.0011	0.0012	0.0011	0.0012	0.0012	0.0012	0.0012	0.0011
15	0.4280	0.4087	3200	3000	0.0006	0.0010	0.0011	0.0012	0.0011	0.0012	0.0014	0.0013	0.0014	0.0012	0.0012	0.0013	0.0013
16	0.4252	0.4067	3235	3000	0.0006	0.0012	0.0012	0.0012	0.0012	0.0014	0.0016	0.0015	0.0015	0.0015	0.0015	0.0016	0.0015
17	0.4256	0.4036	3204	3000	0.0005	0.0007	0.0008	0.0009	0.0009	0.0010	0.0011	0.0010	0.0010	0.0010	0.0010	0.0011	0.0010
18	0.4291	0.4105	3193	3000	0.0006	0.0010	0.0012	0.0012	0.0010	0.0012	0.0013	0.0013	0.0013	0.0012	0.0012	0.0014	0.0013
19	0.4251	0.4054	3226	3000	0.0006	0.0012	0.0012	0.0012	0.0011	0.0013	0.0013	0.0013	0.0013	0.0012	0.0012	0.0015	0.0012
20	0.4276	0.4077	3200	3000	0.0007	0.0010	0.0011	0.0013	0.0014	0.0015	0.0017	0.0016	0.0016	0.0014	0.0014	0.0017	0.0015
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0006**	**0.0011**	**0.0013**	**0.0013**	**0.0013**	**0.0014**	**0.0015**	**0.0014**	**0.0015**	**0.0015**	**0.0013**	**0.0015**	**0.0015**
Median					0.0006	0.0011	0.0012	0.0013	0.0012	0.0014	0.0015	0.0014	0.0014	0.0014	0.0014	0.0015	0.0015
σ					0.0002	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0002	0.0003	0.0003	0.0002	0.0002	0.0003
Min.					0.0003	0.0006	0.0008	0.0007	0.0007	0.0009	0.0010	0.0010	0.0010	0.0010	0.0010	0.0011	0.0010
Max.					0.0010	0.0017	0.0018	0.0019	0.0019	0.0019	0.0019	0.0018	0.0019	0.0019	0.0016	0.0020	0.0019

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DATA SET 9: 105°C; 500 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)												
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	7056	7560	8064	8568	9072	9576	10080	10584	11088	11592	12096	12600	13104
1	176.6	3.14	3264	3000	99.24	98.94	98.95	99.39	99.45	99.65	99.19	99.21	99.32	99.26	99.09	99.43	99.72
2	195.3	3.11	3243	3000	99.57	100.05	99.56	99.39	100.00	99.60	99.95	99.54	99.13	99.74	99.85	100.00	99.54
3	193.5	3.07	3288	3000	99.41	99.64	99.84	99.72	99.87	99.57	99.83	99.59	100.00	99.90	99.95	99.64	99.64
4	188.5	3.06	3125	3000	99.43	99.70	99.39	99.28	99.90	99.72	99.82	99.63	100.11	99.79	99.79	99.20	99.42
5	174.7	3.05	3230	3000	99.28	99.26	99.41	99.50	99.15	99.57	98.92	99.08	99.66	99.77	98.91	99.43	99.20
6	176.1	3.08	3187	3000	99.85	99.48	99.61	99.86	99.76	99.74	99.36	99.66	100.00	99.32	99.20	99.38	99.32
7	174.8	3.07	3253	3000	98.70	98.78	98.95	98.78	98.81	99.08	98.55	98.80	98.63	98.68	98.34	98.17	98.40
8	191.7	3.06	3233	3000	99.21	99.08	99.60	99.75	99.76	100.10	99.61	99.84	100.00	99.90	99.69	99.84	99.74
9	191.5	3.06	3222	3000	99.37	99.37	99.49	99.60	99.67	99.98	99.66	99.90	100.16	100.00	99.90	99.48	99.53
10	189.2	3.05	3147	3000	99.93	100.11	99.50	99.74	99.65	99.95	99.55	99.84	99.95	99.89	99.79	99.74	100.00
11	177.8	3.07	3227	3000	99.50	99.07	99.54	99.82	99.07	99.45	99.46	99.78	99.83	99.61	99.72	99.55	99.83
12	178.8	3.14	3269	3000	98.85	98.45	98.18	98.23	98.22	98.47	98.13	97.93	97.71	98.32	97.93	97.99	98.15
13	195.4	3.12	3262	3000	99.01	98.75	99.12	99.30	98.95	99.62	99.21	99.54	99.54	99.59	99.85	99.28	99.95
14	171.3	3.07	3200	3000	98.50	98.61	98.42	99.13	98.42	98.56	98.19	98.07	97.90	98.19	97.72	97.72	98.42
15	191.7	3.08	3200	3000	98.62	98.35	98.74	99.01	98.70	99.23	99.39	99.17	99.11	99.06	99.32	98.70	99.17
16	174.4	3.07	3235	3000	98.64	98.42	98.44	98.19	98.64	98.45	98.56	98.62	98.45	98.67	97.94	97.82	98.11
17	187.6	3.06	3204	3000	99.27	98.92	99.25	99.70	99.27	99.96	99.46	99.73	99.73	99.31	99.52	99.52	99.09
18	192.7	3.06	3193	3000	100.08	99.72	100.14	99.58	99.17	99.87	99.50	99.64	99.64	99.22	99.53	99.53	99.48
19	174.9	3.06	3226	3000	99.49	99.07	99.04	99.69	99.12	99.98	99.11	99.94	99.66	99.89	99.49	99.31	99.54
20	191.0	3.05	3200	3000	100.27	100.18	99.53	99.89	99.43	99.99	99.78	99.74	100.00	99.48	99.79	99.90	99.42
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**184.4**	**3.08**			**99.31**	**99.20**	**99.23**	**99.38**	**99.25**	**99.53**	**99.26**	**99.36**	**99.43**	**99.37**	**99.27**	**99.18**	**99.28**
Median	188.0	3.07			99.32	99.07	99.40	99.54	99.22	99.63	99.42	99.61	99.66	99.53	99.53	99.43	99.45
σ	8.6	0.03			0.49	0.57	0.50	0.50	0.52	0.62	0.54	0.59	0.73	0.55	0.72	0.71	0.58
Min.	171.3	3.05			98.50	98.35	98.18	98.19	98.22	98.45	98.13	97.93	97.71	98.19	97.72	97.72	98.11
Max.	195.4	3.14			100.27	100.18	100.14	99.89	100.00	100.10	99.95	99.94	100.16	100.00	99.95	100.00	100.00

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')												
	CCx	CCy	Calc. CCT	ANSI Target	7056	7560	8064	8568	9072	9576	10080	10584	11088	11592	12096	12600	13104
1	0.4230	0.4051	3264	3000	0.0019	0.0020	0.0020	0.0020	0.0020	0.0019	0.0019	0.0020	0.0020	0.0018	0.0020	0.0020	0.0020
2	0.4240	0.4049	3243	3000	0.0019	0.0019	0.0018	0.0019	0.0019	0.0017	0.0018	0.0019	0.0019	0.0017	0.0018	0.0017	0.0018
3	0.4225	0.4071	3288	3000	0.0018	0.0017	0.0018	0.0018	0.0018	0.0017	0.0018	0.0018	0.0018	0.0017	0.0018	0.0018	0.0019
4	0.4318	0.4079	3125	3000	0.0015	0.0016	0.0016	0.0017	0.0017	0.0015	0.0017	0.0017	0.0017	0.0016	0.0016	0.0017	0.0017
5	0.4236	0.4022	3230	3000	0.0018	0.0018	0.0017	0.0019	0.0019	0.0017	0.0016	0.0017	0.0017	0.0017	0.0017	0.0018	0.0018
6	0.4286	0.4086	3187	3000	0.0018	0.0019	0.0018	0.0020	0.0020	0.0017	0.0017	0.0017	0.0018	0.0018	0.0017	0.0018	0.0019
7	0.4241	0.4063	3253	3000	0.0012	0.0012	0.0013	0.0013	0.0012	0.0012	0.0013	0.0011	0.0013	0.0012	0.0012	0.0012	0.0012
8	0.4247	0.4053	3233	3000	0.0015	0.0014	0.0016	0.0015	0.0015	0.0015	0.0015	0.0015	0.0016	0.0015	0.0015	0.0016	0.0016
9	0.4254	0.4054	3222	3000	0.0013	0.0014	0.0015	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0015	0.0012
10	0.4293	0.4050	3147	3000	0.0015	0.0016	0.0017	0.0016	0.0016	0.0017	0.0016	0.0015	0.0016	0.0016	0.0016	0.0017	0.0015
11	0.4259	0.4072	3227	3000	0.0015	0.0014	0.0016	0.0016	0.0016	0.0015	0.0014	0.0013	0.0015	0.0014	0.0014	0.0015	0.0015
12	0.4232	0.4062	3269	3000	0.0014	0.0013	0.0013	0.0013	0.0011	0.0012	0.0012	0.0011	0.0011	0.0011	0.0011	0.0012	0.0013
13	0.4232	0.4053	3262	3000	0.0015	0.0016	0.0015	0.0015	0.0015	0.0015	0.0015	0.0015	0.0015	0.0015	0.0015	0.0016	0.0015
14	0.4276	0.4077	3200	3000	0.0013	0.0013	0.0014	0.0013	0.0011	0.0011	0.0011	0.0012	0.0012	0.0012	0.0010	0.0012	0.0011
15	0.4280	0.4087	3200	3000	0.0013	0.0014	0.0014	0.0014	0.0013	0.0013	0.0013	0.0013	0.0013	0.0012	0.0012	0.0014	0.0014
16	0.4252	0.4067	3235	3000	0.0016	0.0017	0.0017	0.0016	0.0014	0.0014	0.0014	0.0014	0.0014	0.0015	0.0016	0.0016	0.0017
17	0.4256	0.4036	3204	3000	0.0012	0.0013	0.0012	0.0013	0.0012	0.0013	0.0013	0.0012	0.0012	0.0014	0.0013	0.0014	0.0014
18	0.4291	0.4105	3193	3000	0.0013	0.0014	0.0015	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0013	0.0014	0.0014
19	0.4251	0.4054	3226	3000	0.0014	0.0014	0.0015	0.0014	0.0013	0.0012	0.0012	0.0011	0.0011	0.0013	0.0012	0.0013	0.0013
20	0.4276	0.4077	3200	3000	0.0016	0.0016	0.0020	0.0019	0.0019	0.0018	0.0019	0.0017	0.0018	0.0018	0.0017	0.0019	0.0018
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0015**	**0.0015**	**0.0016**	**0.0016**	**0.0015**	**0.0015**	**0.0015**	**0.0015**	**0.0015**	**0.0015**	**0.0015**	**0.0016**	**0.0016**
Median					0.0015	0.0015	0.0016	0.0015	0.0015	0.0015	0.0015	0.0014	0.0015	0.0015	0.0015	0.0016	0.0015
σ					0.0002	0.0002	0.0002	0.0003	0.0003	0.0002	0.0002	0.0003	0.0003	0.0002	0.0003	0.0002	0.0003
Min.					0.0012	0.0012	0.0012	0.0013	0.0011	0.0011	0.0011	0.0011	0.0011	0.0011	0.0010	0.0012	0.0011
Max.					0.0019	0.0020	0.0020	0.0020	0.0020	0.0019	0.0019	0.0020	0.0020	0.0018	0.0020	0.0020	0.0020

Bankruptcy Project

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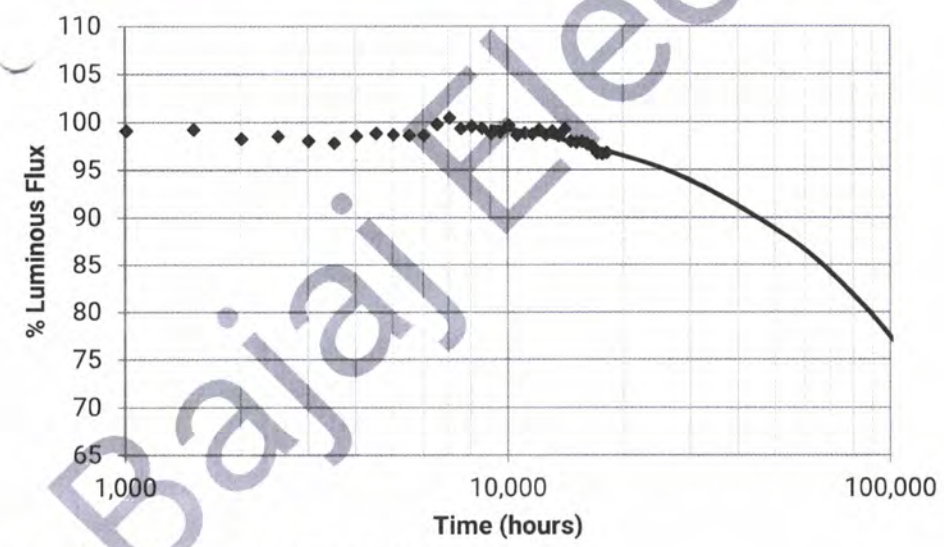
DATA SET 3+: 55°C; 1000 mA

LED Package Series	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxxx
Tested Model Number	XTEAWT-00-0000-00000LBE7
Drive Current [I_F]	1000 mA
Testing Initiation Date	December 19, 2011
Case Temperature [T_S]	55°C
Ambient Temperature [T_A]	55°C
Failures observed	None

Projection Generated By Cree's Internal TM-21 Calculator:

Test duration	18,144 hours
Test duration used for projection	t=9,072 to t=18,144
α	2.745E-06
β	1.020E+00
Reported Lifetimes	**L90(18k) = 45,600 hours** **L80(18k) = 88,500 hours** **L70(18k) > 99,800 hours**



LM-80 Data For The Official TM-21 Calculator*

Time (hours)	Lumen Maintenance
0	100.00%
9072	98.78%
9576	98.96%
10080	99.64%
10584	98.61%
11088	98.83%
11592	98.71%
12096	99.19%
12600	98.61%
13104	99.03%
13608	98.53%
14112	99.24%
14616	97.98%
15120	97.86%
15624	97.94%
16128	97.74%
16632	97.44%
17136	96.74%
17640	96.65%
18144	96.78%

* http://www.energystar.gov/TM-21calculator

Note: Data points t=168 hr through t=8568 hr are intentionally excluded from this table since the ENERGY STAR tool has a 20 data point input limit. Per TM-21 methodology, data points t=168 hr to t=8568 hr would be excluded, so the projection is unaffected.

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DATA SET 3+: 55°C; 1000 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	268.5	3.43	3009	3000	100.66	98.74	99.60	98.68	98.00	98.15	97.49	98.44	98.41	98.14	98.96	99.53
2	261.7	3.39	3046	3000	99.40	98.40	98.46	97.27	97.94	97.54	97.81	99.14	98.69	98.52	98.73	98.42
3	260.1	3.41	3064	3000	99.79	99.64	99.85	99.06	99.15	98.34	98.77	99.95	99.49	99.40	99.57	99.37
4	239.5	3.40	2897	3000	101.40	99.58	100.01	98.93	98.80	97.61	97.70	98.23	98.94	98.60	99.24	100.34
5	258.3	3.43	3004	3000	98.32	97.84	98.06	97.57	97.42	96.91	97.21	97.28	96.97	96.87	97.22	97.12
6	243.1	3.42	2984	3000	99.90	98.33	98.50	97.86	97.70	97.25	97.52	98.54	98.45	98.26	98.45	98.30
7	253.7	3.44	3022	3000	100.10	98.82	99.76	98.38	98.09	97.62	97.54	97.22	98.24	97.85	98.01	99.38
8	256.4	3.39	2941	3000	100.86	100.66	101.14	99.92	100.15	99.70	99.96	100.83	100.60	100.27	100.69	100.49
9	267.5	3.43	3202	3000	100.86	100.37	100.41	99.33	99.54	98.00	97.93	97.81	99.01	98.54	98.75	100.28
10	271.5	3.42	2903	3000	100.33	98.89	98.21	97.96	98.76	98.29	97.48	98.17	98.52	99.63	97.98	97.64
11	256.9	3.40	2957	3000	99.79	99.78	99.16	98.26	98.95	98.69	97.84	98.91	99.30	99.12	98.64	98.56
12	262.4	3.43	3030	3000	100.01	99.47	99.66	98.12	98.90	98.75	98.32	99.11	99.35	99.41	98.54	98.69
13	260.7	3.46	2983	3000	98.47	97.88	97.93	96.41	97.13	96.87	96.18	97.36	97.67	97.18	97.25	96.21
14	255.4	3.41	3025	3000	100.84	98.03	99.00	98.21	98.74	98.49	98.09	98.96	99.47	99.01	98.96	98.45
15	258.0	3.49	3046	3000	101.06	100.00	98.88	98.16	98.76	97.95	96.55	97.52	98.58	99.05	97.61	96.60
16	256.4	3.43	3080	3000	100.73	99.00	98.79	97.66	97.96	97.83	97.89	98.81	99.09	98.72	98.59	98.16
n	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Mean	**258.1**	**3.42**			**100.16**	**99.09**	**99.21**	**98.24**	**98.50**	**98.00**	**97.77**	**98.52**	**98.80**	**98.66**	**98.57**	**98.60**
Median	258.2	3.43			100.21	98.94	99.08	98.18	98.75	97.98	97.76	98.49	98.82	98.66	98.61	98.50
σ	8.3	0.03			0.88	0.88	0.90	0.84	0.80	0.73	0.85	0.99	0.83	0.88	0.87	1.28
Min.	239.5	3.39			98.32	97.84	97.93	96.41	97.13	96.87	96.18	97.22	96.97	96.87	97.22	96.21
Max.	271.5	3.49			101.40	100.66	101.14	99.92	100.15	99.70	99.96	100.83	100.60	100.27	100.69	100.49

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	0.4359	0.4023	3009	3000	0.0004	0.0005	0.0006	0.0007	0.0008	0.0008	0.0009	0.0009	0.0009	0.0008	0.0009	0.0008
2	0.4320	0.3986	3046	3000	0.0006	0.0011	0.0012	0.0010	0.0014	0.0015	0.0015	0.0017	0.0018	0.0016	0.0019	0.0018
3	0.4302	0.3969	3064	3000	0.0005	0.0008	0.0008	0.0008	0.0009	0.0009	0.0009	0.0010	0.0010	0.0008	0.0009	0.0008
4	0.4406	0.3987	2897	3000	0.0005	0.0007	0.0009	0.0009	0.0010	0.0010	0.0012	0.0013	0.0013	0.0013	0.0012	0.0011
5	0.4293	0.3881	3004	3000	0.0009	0.0009	0.0008	0.0009	0.0008	0.0008	0.0009	0.0010	0.0009	0.0010	0.0007	0.0007
6	0.4389	0.4055	2984	3000	0.0004	0.0005	0.0005	0.0006	0.0006	0.0005	0.0005	0.0007	0.0007	0.0006	0.0005	0.0005
7	0.4374	0.4071	3022	3000	0.0006	0.0007	0.0011	0.0011	0.0013	0.0013	0.0013	0.0016	0.0016	0.0016	0.0016	0.0017
8	0.4392	0.4010	2941	3000	0.0011	0.0011	0.0013	0.0012	0.0013	0.0013	0.0013	0.0015	0.0015	0.0014	0.0013	0.0013
9	0.4280	0.4091	3202	3000	0.0004	0.0007	0.0011	0.0011	0.0012	0.0013	0.0012	0.0014	0.0015	0.0015	0.0015	0.0016
10	0.4432	0.4045	2903	3000	0.0005	0.0008	0.0008	0.0009	0.0010	0.0011	0.0012	0.0013	0.0013	0.0014	0.0011	0.0014
11	0.4406	0.4057	2957	3000	0.0004	0.0005	0.0005	0.0006	0.0007	0.0008	0.0006	0.0009	0.0009	0.0009	0.0009	0.0010
12	0.4354	0.4039	3030	3000	0.0002	0.0006	0.0007	0.0007	0.0008	0.0009	0.0008	0.0009	0.0010	0.0009	0.0008	0.0010
13	0.4353	0.3981	2983	3000	0.0004	0.0008	0.0008	0.0009	0.0010	0.0012	0.0012	0.0012	0.0014	0.0014	0.0014	0.0014
14	0.4366	0.4058	3025	3000	0.0004	0.0003	0.0005	0.0007	0.0008	0.0010	0.0010	0.0011	0.0011	0.0011	0.0011	0.0012
15	0.4329	0.4005	3046	3000	0.0004	0.0005	0.0002	0.0004	0.0005	0.0006	0.0002	0.0007	0.0008	0.0007	0.0005	0.0009
16	0.4371	0.4138	3080	3000	0.0005	0.0007	0.0009	0.0010	0.0010	0.0012	0.0012	0.0014	0.0015	0.0014	0.0014	0.0015
n	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Mean					**0.0005**	**0.0007**	**0.0008**	**0.0008**	**0.0009**	**0.0010**	**0.0010**	**0.0012**	**0.0012**	**0.0011**	**0.0011**	**0.0012**
Median					0.0005	0.0007	0.0008	0.0009	0.0009	0.0010	0.0011	0.0012	0.0012	0.0012	0.0011	0.0012
σ					0.0002	0.0002	0.0003	0.0002	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0004	0.0004
Min.					0.0002	0.0003	0.0002	0.0004	0.0005	0.0005	0.0002	0.0007	0.0007	0.0006	0.0005	0.0005
Max.					0.0011	0.0011	0.0013	0.0012	0.0014	0.0015	0.0015	0.0017	0.0018	0.0016	0.0019	0.0018

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DATA SET 3+: 55°C; 1000 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080	10584	11088	11592	12096
1	268.5	3.43	3009	3000	99.64	101.27	98.44	100.09	99.21	98.07	98.47	99.30	98.16	98.76	98.51	98.53
2	261.7	3.39	3046	3000	99.24	100.19	99.75	99.74	99.94	99.15	99.67	99.44	99.51	99.16	98.92	99.25
3	260.1	3.41	3064	3000	100.31	101.31	100.83	100.87	100.87	100.38	100.63	100.90	100.38	99.98	99.80	100.35
4	239.5	3.40	2897	3000	100.89	102.33	99.06	100.63	99.77	98.62	98.44	99.79	97.68	98.80	98.94	98.94
5	258.3	3.43	3004	3000	98.05	98.95	98.48	98.59	98.73	98.24	98.65	98.78	98.50	98.21	97.77	98.42
6	243.1	3.42	2984	3000	99.24	100.06	99.28	99.66	99.82	99.33	99.47	99.77	98.76	98.98	98.73	99.10
7	253.7	3.44	3022	3000	100.25	101.33	97.88	99.51	98.51	97.64	97.23	98.73	96.73	97.34	97.21	97.87
8	256.4	3.39	2941	3000	101.58	102.37	102.16	101.96	102.29	101.79	101.89	101.98	102.13	101.39	101.10	101.61
9	267.5	3.43	3202	3000	101.34	102.22	99.03	100.36	99.55	98.22	97.92	99.11	98.16	98.65	98.69	98.83
10	271.5	3.42	2903	3000	99.57	99.55	98.40	99.98	99.16	98.27	98.27	99.88	98.13	98.43	98.33	98.86
11	256.9	3.40	2957	3000	99.91	99.96	99.75	99.31	98.55	99.73	99.62	100.04	99.35	99.21	99.18	99.90
12	262.4	3.43	3030	3000	100.10	100.37	100.02	99.35	99.73	99.69	99.56	100.11	98.68	99.06	99.22	99.95
13	260.7	3.46	2983	3000	97.94	98.05	97.85	96.60	96.56	97.20	97.68	98.36	96.72	97.52	97.56	98.16
14	255.4	3.41	3025	3000	99.68	100.02	99.65	98.69	99.33	97.87	99.60	100.01	98.56	99.12	99.14	99.67
15	258.0	3.49	3046	3000	98.71	99.16	98.53	98.70	97.75	98.34	97.48	98.90	98.05	98.16	97.66	98.47
16	256.4	3.43	3080	3000	99.37	99.79	99.51	98.50	99.38	97.92	98.79	99.16	98.19	98.45	98.53	99.16
n	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Mean	**258.1**	**3.42**			**99.74**	**100.43**	**99.29**	**99.53**	**99.32**	**98.78**	**98.96**	**99.64**	**98.61**	**98.83**	**98.71**	**99.19**
Median	258.2	3.43			99.66	100.13	99.17	99.59	99.36	98.31	98.72	99.61	98.35	98.78	98.71	99.02
σ	8.3	0.03			1.03	1.27	1.12	1.22	1.26	1.18	1.22	0.90	1.32	0.95	0.95	0.94
Min.	239.5	3.39			97.94	98.05	97.85	96.60	96.56	97.20	97.23	98.36	96.72	97.34	97.21	97.87
Max.	271.5	3.49			101.58	102.37	102.16	101.96	102.29	101.79	101.89	101.98	102.13	101.39	101.10	101.61

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080	10584	11088	11592	12096
1	0.4359	0.4023	3009	3000	0.0010	0.0009	0.0010	0.0010	0.0010	0.0011	0.0011	0.0014	0.0012	0.0015	0.0010	0.0014
2	0.4320	0.3986	3046	3000	0.0019	0.0019	0.0020	0.0020	0.0020	0.0020	0.0021	0.0024	0.0022	0.0026	0.0026	0.0026
3	0.4302	0.3969	3064	3000	0.0009	0.0008	0.0008	0.0008	0.0010	0.0009	0.0010	0.0013	0.0010	0.0011	0.0012	0.0013
4	0.4406	0.3987	2897	3000	0.0014	0.0013	0.0015	0.0014	0.0014	0.0015	0.0014	0.0014	0.0014	0.0016	0.0016	0.0016
5	0.4293	0.3881	3004	3000	0.0007	0.0006	0.0008	0.0007	0.0007	0.0008	0.0011	0.0010	0.0007	0.0010	0.0010	0.0010
6	0.4389	0.4055	2984	3000	0.0006	0.0006	0.0006	0.0006	0.0007	0.0007	0.0007	0.0009	0.0007	0.0009	0.0009	0.0010
7	0.4374	0.4071	3022	3000	0.0018	0.0017	0.0019	0.0019	0.0020	0.0021	0.0021	0.0023	0.0020	0.0023	0.0021	0.0024
8	0.4392	0.4010	2941	3000	0.0013	0.0012	0.0012	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0014	0.0014	0.0014
9	0.4280	0.4091	3202	3000	0.0017	0.0016	0.0017	0.0018	0.0019	0.0017	0.0019	0.0020	0.0020	0.0022	0.0022	0.0022
10	0.4432	0.4045	2903	3000	0.0015	0.0016	0.0017	0.0016	0.0018	0.0020	0.0020	0.0019	0.0020	0.0021	0.0021	0.0022
11	0.4406	0.4057	2957	3000	0.0009	0.0011	0.0011	0.0010	0.0009	0.0012	0.0012	0.0012	0.0011	0.0013	0.0013	0.0014
12	0.4354	0.4039	3030	3000	0.0009	0.0011	0.0010	0.0009	0.0010	0.0011	0.0011	0.0011	0.0010	0.0011	0.0013	0.0013
13	0.4353	0.3981	2983	3000	0.0014	0.0017	0.0017	0.0013	0.0013	0.0017	0.0019	0.0020	0.0016	0.0023	0.0023	0.0023
14	0.4366	0.4058	3025	3000	0.0011	0.0012	0.0013	0.0011	0.0012	0.0012	0.0015	0.0015	0.0013	0.0015	0.0016	0.0015
15	0.4329	0.4005	3046	3000	0.0009	0.0008	0.0010	0.0009	0.0008	0.0011	0.0011	0.0010	0.0012	0.0011	0.0011	0.0010
16	0.4371	0.4138	3080	3000	0.0016	0.0016	0.0017	0.0013	0.0017	0.0015	0.0018	0.0019	0.0014	0.0020	0.0020	0.0021
n	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Mean					**0.0012**	**0.0012**	**0.0013**	**0.0012**	**0.0013**	**0.0014**	**0.0015**	**0.0015**	**0.0014**	**0.0016**	**0.0016**	**0.0017**
Median					0.0012	0.0012	0.0012	0.0012	0.0013	0.0012	0.0014	0.0014	0.0013	0.0015	0.0015	0.0015
σ					0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0004	0.0005	0.0005	0.0005	0.0005	0.0006
Min.					0.0006	0.0006	0.0006	0.0006	0.0007	0.0007	0.0007	0.0009	0.0007	0.0009	0.0009	0.0010
Max.					0.0019	0.0019	0.0020	0.0020	0.0020	0.0021	0.0021	0.0024	0.0022	0.0026	0.0026	0.0026

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DATA SET 3+: 55°C; 1000 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	12600	13104	13608	14112	14616	15120	15624	16128	16632	17136	17640	18144
1	268.5	3.43	3009	3000	98.17	99.11	97.29	98.62	97.23	98.01	96.73	95.51	96.22	96.08	96.17	96.01
2	261.7	3.39	3046	3000	98.83	99.48	98.77	99.50	98.17	98.45	98.18	98.33	97.61	97.56	97.28	97.49
3	260.1	3.41	3064	3000	99.59	100.23	99.64	100.42	98.83	99.09	98.95	98.66	97.96	97.47	96.83	96.91
4	239.5	3.40	2897	3000	98.44	99.00	98.25	98.96	97.55	97.89	97.77	96.75	96.87	96.68	96.82	96.40
5	258.3	3.43	3004	3000	97.78	98.52	98.14	98.09	97.29	97.42	97.38	97.71	96.92	96.62	96.39	96.43
6	243.1	3.42	2984	3000	98.69	99.17	98.96	99.62	98.35	98.39	98.40	98.53	97.92	97.74	97.27	97.53
7	253.7	3.44	3022	3000	97.40	98.21	97.28	97.96	97.01	96.57	97.08	96.36	96.20	95.75	95.99	95.87
8	256.4	3.39	2941	3000	101.02	102.00	101.37	102.04	100.65	100.43	100.71	100.76	100.37	99.71	99.75	99.94
9	267.5	3.43	3202	3000	97.92	98.67	97.84	98.24	96.89	96.71	96.57	96.38	96.19	95.77	95.84	95.71
10	271.5	3.42	2903	3000	98.43	98.18	97.75	98.64	97.57	97.69	97.29	96.69	97.87	96.10	95.85	96.75
11	256.9	3.40	2957	3000	99.41	99.15	99.16	100.06	98.63	98.14	98.68	97.95	98.19	97.08	97.01	97.08
12	262.4	3.43	3030	3000	99.02	99.16	99.20	100.10	98.33	97.86	98.47	98.88	97.97	97.11	97.06	97.13
13	260.7	3.46	2983	3000	97.57	97.75	97.55	98.31	97.13	96.75	97.17	97.44	96.19	95.34	95.45	95.76
14	255.4	3.41	3025	3000	99.17	99.64	99.26	100.10	98.93	98.42	98.50	99.19	98.47	97.50	97.32	97.58
15	258.0	3.49	3046	3000	97.78	97.22	97.42	98.06	97.36	96.95	97.50	97.33	97.21	95.88	95.94	96.27
16	256.4	3.43	3080	3000	98.50	98.95	98.64	99.08	97.74	97.00	97.59	97.40	96.86	95.44	95.49	95.61
n	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Mean	**258.1**	**3.42**			**98.61**	**99.03**	**98.53**	**99.24**	**97.98**	**97.86**	**97.94**	**97.74**	**97.44**	**96.74**	**96.65**	**96.78**
Median	258.2	3.43			98.47	99.05	98.45	99.02	97.66	97.88	97.68	97.58	97.41	96.65	96.60	96.59
σ	8.3	0.03			0.92	1.08	1.08	1.12	0.97	1.01	1.03	1.31	1.11	1.13	1.05	1.08
Min.	239.5	3.39			97.40	97.22	97.28	97.96	96.89	96.57	96.57	95.51	96.19	95.34	95.45	95.61
Max.	271.5	3.49			101.02	102.00	101.37	102.04	100.65	100.43	100.71	100.76	100.37	99.71	99.75	99.94

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	12600	13104	13608	14112	14616	15120	15624	16128	16632	17136	17640	18144
1	0.4359	0.4023	3009	3000	0.0015	0.0013	0.0013	0.0014	0.0014	0.0013	0.0012	0.0014	0.0012	0.0012	0.0009	0.0006
2	0.4320	0.3986	3046	3000	0.0026	0.0028	0.0029	0.0031	0.0032	0.0033	0.0034	0.0035	0.0034	0.0035	0.0034	0.0034
3	0.4302	0.3969	3064	3000	0.0012	0.0011	0.0011	0.0011	0.0012	0.0010	0.0009	0.0010	0.0007	0.0004	0.0004	0.0002
4	0.4406	0.3987	2897	3000	0.0017	0.0016	0.0018	0.0019	0.0017	0.0017	0.0017	0.0017	0.0015	0.0014	0.0012	0.0010
5	0.4293	0.3881	3004	3000	0.0010	0.0008	0.0009	0.0010	0.0011	0.0008	0.0009	0.0009	0.0009	0.0009	0.0008	0.0006
6	0.4389	0.4055	2984	3000	0.0010	0.0008	0.0009	0.0011	0.0011	0.0010	0.0011	0.0010	0.0010	0.0008	0.0006	0.0005
7	0.4374	0.4071	3022	3000	0.0026	0.0026	0.0027	0.0029	0.0029	0.0028	0.0029	0.0028	0.0028	0.0027	0.0024	0.0023
8	0.4392	0.4010	2941	3000	0.0016	0.0015	0.0015	0.0016	0.0017	0.0015	0.0013	0.0014	0.0015	0.0013	0.0012	0.0011
9	0.4280	0.4091	3202	3000	0.0023	0.0023	0.0024	0.0026	0.0026	0.0025	0.0024	0.0025	0.0024	0.0023	0.0020	0.0021
10	0.4432	0.4045	2903	3000	0.0021	0.0023	0.0022	0.0022	0.0025	0.0024	0.0024	0.0023	0.0024	0.0026	0.0025	0.0025
11	0.4406	0.4057	2957	3000	0.0015	0.0014	0.0014	0.0014	0.0014	0.0013	0.0013	0.0010	0.0011	0.0007	0.0006	0.0005
12	0.4354	0.4039	3030	3000	0.0013	0.0012	0.0013	0.0012	0.0011	0.0012	0.0011	0.0010	0.0009	0.0007	0.0006	0.0007
13	0.4353	0.3981	2983	3000	0.0024	0.0024	0.0023	0.0025	0.0024	0.0026	0.0026	0.0027	0.0027	0.0028	0.0030	0.0030
14	0.4366	0.4058	3025	3000	0.0017	0.0018	0.0017	0.0016	0.0018	0.0016	0.0015	0.0015	0.0016	0.0014	0.0011	0.0010
15	0.4329	0.4005	3046	3000	0.0012	0.0012	0.0012	0.0012	0.0014	0.0014	0.0013	0.0014	0.0013	0.0012	0.0011	0.0008
16	0.4371	0.4138	3080	3000	0.0022	0.0022	0.0022	0.0022	0.0021	0.0022	0.0021	0.0019	0.0019	0.0017	0.0016	0.0013
n	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Mean					**0.0017**	**0.0017**	**0.0017**	**0.0018**	**0.0018**	**0.0018**	**0.0018**	**0.0018**	**0.0017**	**0.0016**	**0.0015**	**0.0014**
Median					0.0016	0.0015	0.0016	0.0016	0.0017	0.0016	0.0014	0.0015	0.0015	0.0013	0.0011	0.0010
σ					0.0006	0.0006	0.0006	0.0007	0.0007	0.0008	0.0008	0.0008	0.0008	0.0009	0.0009	0.0010
Min.					0.0010	0.0008	0.0009	0.0010	0.0011	0.0008	0.0009	0.0009	0.0007	0.0004	0.0004	0.0002
Max.					0.0026	0.0028	0.0029	0.0031	0.0032	0.0033	0.0034	0.0035	0.0034	0.0035	0.0034	0.0034

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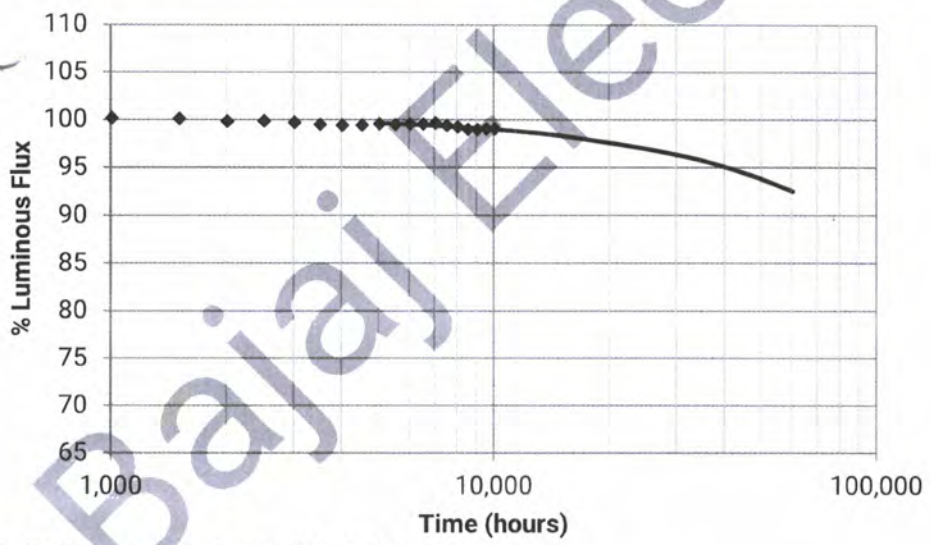
DATA SET 10: 85°C; 1000 mA

LED Package Series	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxxx
Tested Model Number	XTEAWT-00-0000-00000LBE7
Drive Current [I_F]	1000 mA
Testing Initiation Date	December 4, 2014
Case Temperature [T_S]	85°C
Ambient Temperature [T_A]	85°C
Failures observed	None

Projection Generated By Cree's Internal TM-21 Calculator:

Test duration	10,080 hours
Test duration used for projection	t=5,040 to t=10,080
α	1.341E-06
β	1.003E+00
Reported Lifetimes	**L90(10k) > 60,500 hours** **L80(10k) > 60,500 hours** **L70(10k) > 60,500 hours**



LM-80 Data For The Official TM-21 Calculator*

Time (hours)	Lumen Maintenance
0	100.00%
1008	100.15%
1512	100.08%
2016	99.81%
2520	99.86%
3024	99.69%
3528	99.46%
4032	99.38%
4536	99.39%
5040	99.51%
5544	99.45%
6048	99.54%
6552	99.52%
7056	99.64%
7560	99.36%
8064	99.24%
8568	98.97%
9072	98.95%
9576	99.02%
10080	99.03%

* http://www.energystar.gov/TM-21calculator

te: The data point t=168 hr is intentionally excluded from this table, since the ENERGY STAR tool has a 20 data point input limit. r TM-21 methodology, the data point t=168 hr would be excluded, so the projection is unaffected.

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DATA SET 10: 85°C; 1000 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	300.0	3.25	3298	3000	100.31	99.75	99.52	99.56	99.22	99.08	98.62	98.73	98.88	98.97	98.94	99.12
2	336.6	3.27	3279	3000	100.14	100.37	100.03	99.92	100.11	99.76	99.48	99.33	99.94	100.35	100.01	99.74
3	298.6	3.23	3251	3000	100.37	100.49	100.35	99.74	99.56	99.12	98.68	98.99	98.61	98.96	99.09	99.52
4	328.7	3.24	3276	3000	100.40	100.28	100.19	100.08	100.17	100.10	99.97	100.01	99.98	100.37	99.88	99.69
5	302.4	3.27	3237	3000	100.11	100.16	99.71	99.74	99.25	99.40	99.03	98.64	98.87	98.84	98.69	99.37
6	331.1	3.26	3280	3000	99.70	100.19	99.91	99.81	99.74	99.39	99.31	99.32	99.39	99.74	99.62	100.09
7	307.4	3.31	3145	3000	99.49	99.61	99.43	99.18	99.48	99.15	99.00	98.97	99.10	99.50	99.54	99.67
8	334.3	3.23	3264	3000	99.93	100.44	100.37	100.21	100.36	100.11	99.69	99.88	100.11	100.56	100.48	100.39
9	306.2	3.24	3240	3000	100.45	99.41	99.43	99.29	99.32	99.40	99.26	99.22	99.37	99.15	99.24	99.65
10	310.7	3.33	3303	3000	100.75	100.03	100.25	99.79	100.04	99.91	99.43	99.36	99.06	99.15	98.85	98.81
11	329.8	3.23	3218	3000	100.15	100.13	100.10	99.55	99.52	99.35	99.34	99.20	99.21	99.64	99.95	100.10
12	333.4	3.21	3197	3000	100.02	99.57	99.64	98.88	98.98	99.07	98.56	98.82	98.87	99.42	99.79	99.76
13	307.3	3.35	3285	3000	100.21	100.26	100.58	100.15	100.21	100.22	100.44	100.20	100.25	99.59	99.60	99.42
14	337.7	3.29	3255	3000	100.74	100.65	100.29	100.04	99.99	99.55	99.61	99.62	99.52	99.73	100.01	99.66
15	303.8	3.26	3305	3000	100.41	100.53	100.43	100.06	100.42	100.45	100.56	100.08	99.71	99.68	99.57	99.49
16	337.4	3.26	3317	3000	99.70	99.58	99.80	99.64	99.78	99.00	99.07	99.09	98.84	99.02	99.22	99.27
17	298.9	3.23	3232	3000	100.15	100.50	100.31	99.93	100.31	100.10	99.65	99.01	99.07	98.76	98.62	99.23
18	331.9	3.22	3238	3000	100.30	100.51	100.54	100.41	100.44	100.61	100.24	100.42	100.17	100.15	99.85	99.42
19	302.4	3.24	3283	3000	100.73	100.60	100.57	100.48	100.61	100.42	99.74	99.27	99.34	99.29	98.97	99.30
20	302.4	3.30	3207	3000	100.16	99.89	100.25	99.76	99.75	99.58	99.54	99.41	99.43	99.36	99.10	99.05
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**317.1**	**3.26**			**100.21**	**100.15**	**100.08**	**99.81**	**99.86**	**99.69**	**99.46**	**99.38**	**99.39**	**99.51**	**99.45**	**99.54**
Median	309.1	3.25			100.18	100.23	100.22	99.80	99.89	99.56	99.45	99.29	99.35	99.46	99.56	99.51
σ	15.6	0.04			0.34	0.39	0.38	0.40	0.47	0.52	0.56	0.51	0.50	0.53	0.51	0.38
Min.	298.6	3.21			99.49	99.41	99.43	98.88	98.98	99.00	98.56	98.64	98.61	98.76	98.62	98.81
Max.	337.7	3.35			100.75	100.65	100.58	100.48	100.61	100.61	100.56	100.42	100.25	100.56	100.48	100.39

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	0.4208	0.4041	3298	3000	0.0003	0.0009	0.0010	0.0013	0.0013	0.0014	0.0015	0.0014	0.0013	0.0015	0.0015	0.0015
2	0.4209	0.4019	3279	3000	0.0009	0.0016	0.0018	0.0021	0.0021	0.0022	0.0024	0.0024	0.0023	0.0025	0.0023	0.0025
3	0.4236	0.4048	3251	3000	0.0010	0.0015	0.0016	0.0017	0.0017	0.0019	0.0019	0.0020	0.0018	0.0019	0.0020	0.0018
4	0.4230	0.4066	3276	3000	0.0010	0.0017	0.0019	0.0020	0.0020	0.0022	0.0024	0.0024	0.0023	0.0023	0.0023	0.0023
5	0.4250	0.4063	3237	3000	0.0008	0.0013	0.0013	0.0016	0.0015	0.0017	0.0017	0.0018	0.0018	0.0018	0.0018	0.0017
6	0.4208	0.4018	3280	3000	0.0006	0.0015	0.0015	0.0018	0.0017	0.0018	0.0019	0.0019	0.0019	0.0019	0.0019	0.0019
7	0.4293	0.4048	3145	3000	0.0008	0.0016	0.0018	0.0019	0.0020	0.0021	0.0022	0.0021	0.0021	0.0021	0.0022	0.0023
8	0.4229	0.4047	3264	3000	0.0009	0.0016	0.0018	0.0019	0.0019	0.0020	0.0021	0.0022	0.0023	0.0022	0.0023	0.0022
9	0.4248	0.4063	3240	3000	0.0008	0.0016	0.0018	0.0018	0.0017	0.0019	0.0020	0.0020	0.0018	0.0021	0.0021	0.0021
10	0.4198	0.4022	3303	3000	0.0008	0.0014	0.0015	0.0017	0.0016	0.0017	0.0017	0.0018	0.0019	0.0018	0.0017	0.0018
11	0.4261	0.4066	3218	3000	0.0008	0.0013	0.0014	0.0014	0.0014	0.0015	0.0017	0.0017	0.0017	0.0016	0.0017	0.0017
12	0.4261	0.4040	3197	3000	0.0009	0.0011	0.0012	0.0013	0.0014	0.0016	0.0016	0.0016	0.0017	0.0017	0.0017	0.0017
13	0.4235	0.4090	3285	3000	0.0006	0.0013	0.0016	0.0016	0.0018	0.0018	0.0018	0.0019	0.0020	0.0022	0.0022	0.0022
14	0.4229	0.4037	3255	3000	0.0006	0.0017	0.0019	0.0018	0.0021	0.0021	0.0022	0.0021	0.0023	0.0024	0.0023	0.0025
15	0.4189	0.4003	3305	3000	0.0007	0.0014	0.0016	0.0017	0.0021	0.0021	0.0023	0.0023	0.0023	0.0023	0.0025	0.0025
16	0.4205	0.4057	3317	3000	0.0004	0.0010	0.0010	0.0012	0.0013	0.0014	0.0015	0.0016	0.0015	0.0017	0.0019	0.0019
17	0.4264	0.4090	3232	3000	0.0008	0.0012	0.0013	0.0014	0.0015	0.0015	0.0017	0.0015	0.0017	0.0019	0.0019	0.0019
18	0.4235	0.4030	3238	3000	0.0008	0.0016	0.0018	0.0018	0.0021	0.0023	0.0022	0.0022	0.0022	0.0024	0.0021	0.0023
19	0.4202	0.4007	3283	3000	0.0008	0.0016	0.0017	0.0018	0.0020	0.0019	0.0021	0.0020	0.0021	0.0021	0.0020	0.0022
20	0.4269	0.4070	3207	3000	0.0008	0.0016	0.0017	0.0018	0.0020	0.0020	0.0021	0.0021	0.0021	0.0021	0.0022	0.0022
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0008**	**0.0014**	**0.0016**	**0.0017**	**0.0018**	**0.0019**	**0.0019**	**0.0020**	**0.0020**	**0.0020**	**0.0020**	**0.0021**
Median					0.0008	0.0015	0.0016	0.0017	0.0018	0.0019	0.0020	0.0020	0.0020	0.0021	0.0021	0.0021
σ					0.0002	0.0002	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Min.					0.0003	0.0009	0.0010	0.0012	0.0013	0.0014	0.0015	0.0014	0.0013	0.0015	0.0015	0.0015
Max.					0.0010	0.0017	0.0019	0.0021	0.0021	0.0023	0.0024	0.0024	0.0023	0.0025	0.0025	0.0025

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DATA SET 10: 85°C; 1000 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)							
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080
1	300.0	3.25	3298	3000	99.39	99.35	98.78	98.49	98.11	98.14	97.81	97.78
2	336.6	3.27	3279	3000	99.64	99.74	99.88	99.82	99.49	98.71	99.21	99.78
3	298.6	3.23	3251	3000	99.74	99.66	98.91	98.71	98.12	97.63	97.87	97.95
4	328.7	3.24	3276	3000	99.47	99.57	99.87	99.91	99.56	99.80	99.71	99.72
5	302.4	3.27	3237	3000	99.44	99.58	98.43	98.51	98.14	98.58	98.18	97.98
6	331.1	3.26	3280	3000	99.86	99.91	99.70	99.80	99.07	99.47	99.83	99.40
7	307.4	3.31	3145	3000	99.76	99.96	99.36	99.29	98.77	99.06	98.69	99.15
8	334.3	3.23	3264	3000	100.20	100.34	99.96	100.13	99.80	99.60	99.64	99.58
9	306.2	3.24	3240	3000	99.66	100.02	98.99	98.81	98.98	98.48	99.06	99.11
10	310.7	3.33	3303	3000	98.99	99.62	99.33	98.62	98.56	98.51	98.95	97.90
11	329.8	3.23	3218	3000	99.75	99.38	99.79	99.82	99.68	99.54	99.56	99.43
12	333.4	3.21	3197	3000	99.73	99.61	100.03	99.77	99.48	99.40	99.46	99.49
13	307.3	3.35	3285	3000	99.43	99.40	99.77	99.93	99.87	100.09	99.91	99.94
14	337.7	3.29	3255	3000	99.59	99.50	99.30	99.56	99.64	99.58	99.55	99.69
15	303.8	3.26	3305	3000	99.18	99.41	99.72	99.46	99.40	99.34	99.35	99.39
16	337.4	3.26	3317	3000	99.25	99.52	98.93	98.77	98.45	98.31	98.45	98.51
17	298.9	3.23	3232	3000	98.72	99.17	99.00	98.27	97.86	97.74	98.01	98.30
18	331.9	3.22	3238	3000	99.57	99.68	98.77	99.18	99.20	99.03	98.84	98.65
19	302.4	3.24	3283	3000	99.56	99.78	99.49	98.94	98.45	99.05	99.27	99.76
20	302.4	3.30	3207	3000	99.44	99.55	99.13	99.10	98.69	98.93	99.07	99.14
n	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**317.1**	**3.26**			**99.52**	**99.64**	**99.36**	**99.24**	**98.97**	**98.95**	**99.02**	**99.03**
Median	309.1	3.25			99.57	99.59	99.35	99.24	99.02	99.04	99.14	99.27
σ	15.6	0.04			0.32	0.27	0.47	0.58	0.64	0.68	0.66	0.72
Min.	298.6	3.21			98.72	99.17	98.43	98.27	97.86	97.63	97.81	97.78
Max.	337.7	3.35			100.20	100.34	100.03	100.13	99.87	100.09	99.91	99.94

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')							
	CCx	CCy	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080
1	0.4208	0.4041	3298	3000	0.0015	0.0017	0.0017	0.0017	0.0017	0.0017	0.0016	0.0015
2	0.4209	0.4019	3279	3000	0.0024	0.0025	0.0026	0.0026	0.0026	0.0027	0.0025	0.0025
3	0.4236	0.4048	3251	3000	0.0018	0.0020	0.0020	0.0021	0.0021	0.0021	0.0023	0.0020
4	0.4230	0.4066	3276	3000	0.0024	0.0024	0.0024	0.0026	0.0025	0.0026	0.0024	0.0023
5	0.4250	0.4063	3237	3000	0.0018	0.0018	0.0018	0.0019	0.0019	0.0018	0.0020	0.0017
6	0.4208	0.4018	3280	3000	0.0019	0.0019	0.0018	0.0020	0.0018	0.0020	0.0019	0.0018
7	0.4293	0.4048	3145	3000	0.0023	0.0023	0.0023	0.0024	0.0024	0.0024	0.0024	0.0024
8	0.4229	0.4047	3264	3000	0.0022	0.0023	0.0022	0.0024	0.0024	0.0025	0.0023	0.0023
9	0.4248	0.4063	3240	3000	0.0020	0.0022	0.0021	0.0021	0.0022	0.0021	0.0021	0.0019
10	0.4198	0.4022	3303	3000	0.0017	0.0019	0.0018	0.0019	0.0019	0.0018	0.0017	0.0017
11	0.4261	0.4066	3218	3000	0.0016	0.0017	0.0017	0.0017	0.0017	0.0016	0.0016	0.0016
12	0.4261	0.4040	3197	3000	0.0017	0.0018	0.0017	0.0017	0.0019	0.0018	0.0019	0.0018
13	0.4235	0.4090	3285	3000	0.0022	0.0022	0.0021	0.0022	0.0022	0.0023	0.0021	0.0021
14	0.4229	0.4037	3255	3000	0.0024	0.0024	0.0025	0.0026	0.0025	0.0026	0.0024	0.0022
15	0.4189	0.4003	3305	3000	0.0024	0.0024	0.0025	0.0026	0.0025	0.0026	0.0026	0.0023
16	0.4205	0.4057	3317	3000	0.0018	0.0019	0.0019	0.0020	0.0019	0.0020	0.0017	0.0018
17	0.4264	0.4090	3232	3000	0.0018	0.0019	0.0021	0.0021	0.0020	0.0022	0.0021	0.0019
18	0.4235	0.4030	3238	3000	0.0022	0.0022	0.0023	0.0023	0.0023	0.0023	0.0023	0.0023
19	0.4202	0.4007	3283	3000	0.0020	0.0021	0.0023	0.0023	0.0022	0.0022	0.0022	0.0021
20	0.4269	0.4070	3207	3000	0.0020	0.0021	0.0022	0.0022	0.0021	0.0021	0.0021	0.0021
n	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0020**	**0.0021**	**0.0021**	**0.0022**	**0.0021**	**0.0022**	**0.0021**	**0.0020**
Median					0.0020	0.0021	0.0021	0.0021	0.0022	0.0022	0.0021	0.0020
σ					0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003
Min.					0.0015	0.0017	0.0017	0.0017	0.0017	0.0016	0.0016	0.0015
Max.					0.0024	0.0025	0.0026	0.0026	0.0026	0.0027	0.0026	0.0025

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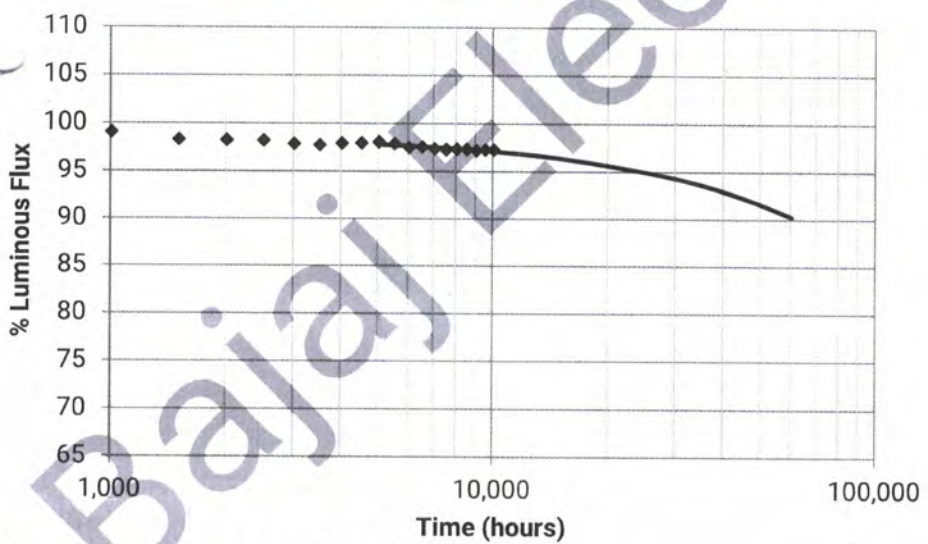
DATA SET 11: 105°C; 1000 mA

LED Package Series	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxx
Tested Model Number	XTEAWT-00-0000-00000LBE7
Drive Current [I_F]	1000 mA
Testing Initiation Date	December 12, 2014
Case Temperature [T_S]	105°C
Ambient Temperature [T_A]	105°C
Failures observed	None

Projection Generated By Cree's Internal TM-21 Calculator:

Test duration	10,080 hours
Test duration used for projection	t=5,040 to t=10,080
α	1.448E-06
β	9.852E-01
Reported Lifetimes	L90(10k) > 60,500 hours L80(10k) > 60,500 hours L70(10k) > 60,500 hours



LM-80 Data For The Official TM-21 Calculator*

Time (hours)	Lumen Maintenance
0	100.00%
1008	99.07%
1512	98.30%
2016	98.22%
2520	98.21%
3024	97.84%
3528	97.71%
4032	97.91%
4536	97.95%
5040	98.05%
5544	97.89%
6048	97.48%
6552	97.56%
7056	97.37%
7560	97.28%
8064	97.31%
8568	97.31%
9072	97.18%
9576	97.27%
10080	97.27%

* http://www.energystar.gov/TM-21calculator

te: The data points t=168 hr is intentionally excluded from this table, since the ENERGY STAR tool has a 20 data point input limit. r TM-21 methodology, the data point t=168 hr would be excluded, so the projection is unaffected.

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DATA SET 11: 105°C; 1000 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	293.0	3.36	3246	3000	99.91	98.97	97.99	97.65	97.71	97.49	97.36	97.77	97.75	97.63	98.15	97.15
2	330.7	3.24	3247	3000	100.39	97.60	97.06	97.02	97.13	96.73	96.60	96.85	96.41	96.66	96.37	96.05
3	329.5	3.29	3309	3000	99.59	99.24	99.00	98.79	98.71	98.22	98.16	98.64	98.37	98.71	98.26	97.84
4	304.1	3.32	3318	3000	99.58	99.22	97.11	96.58	96.75	96.93	96.89	96.92	96.66	96.36	97.04	96.32
5	327.2	3.27	3227	3000	100.27	99.23	98.37	98.46	98.72	98.06	97.69	98.35	98.42	98.82	98.35	98.17
6	322.2	3.24	3152	3000	99.88	99.56	98.77	98.69	98.64	98.15	97.87	98.50	98.43	98.73	98.29	98.18
7	292.0	3.26	3172	3000	100.16	99.89	97.67	97.46	97.49	97.54	97.86	97.57	97.99	97.46	97.58	96.79
8	335.2	3.22	3219	3000	100.03	99.28	98.80	99.07	99.08	98.65	98.57	98.52	98.57	99.13	98.41	98.03
9	305.4	3.25	3203	3000	99.87	99.11	98.41	98.14	98.55	98.44	98.34	98.75	98.90	97.84	97.55	97.44
10	298.9	3.24	3295	3000	100.26	99.54	99.53	99.42	98.56	98.01	97.81	98.01	98.09	97.61	98.38	97.13
11	334.1	3.24	3315	3000	99.91	99.11	98.97	98.93	99.03	98.32	98.01	98.21	98.50	98.94	98.33	97.95
12	331.5	3.26	3226	3000	100.39	99.32	98.41	98.57	98.61	97.91	97.70	97.75	98.08	98.41	97.79	97.40
13	326.6	3.23	3171	3000	99.16	98.17	97.91	97.82	97.79	97.33	97.02	97.01	97.19	97.42	96.83	96.64
14	316.5	3.27	3189	3000	100.36	99.33	98.71	98.70	98.56	98.25	98.31	98.09	98.52	98.93	98.19	98.16
15	297.9	3.23	3180	3000	100.01	98.53	97.72	97.65	97.74	97.57	97.47	97.50	97.38	96.56	96.95	96.71
16	324.7	3.28	3212	3000	100.12	99.11	99.01	98.87	98.86	98.38	98.33	98.52	98.59	99.01	98.51	98.42
17	335.9	3.28	3277	3000	99.57	99.18	98.77	98.38	98.35	97.73	97.45	97.55	97.90	98.87	98.64	98.16
18	327.7	3.26	3254	3000	99.98	98.85	97.83	97.99	98.04	97.85	97.79	98.07	97.84	98.69	98.36	98.00
19	333.6	3.22	3301	3000	100.61	99.13	98.18	98.26	98.26	97.95	97.71	98.01	97.73	98.20	98.03	97.87
20	289.3	3.27	3159	3000	100.62	99.04	97.86	97.97	97.54	97.27	97.25	97.71	97.71	96.99	97.73	97.28
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**317.8**	**3.26**			**100.03**	**99.07**	**98.30**	**98.22**	**98.21**	**97.84**	**97.71**	**97.91**	**97.95**	**98.05**	**97.89**	**97.48**
Median	325.6	3.26			100.02	99.16	98.39	98.32	98.45	97.93	97.75	98.01	98.03	98.31	98.17	97.64
σ	16.5	0.04			0.37	0.50	0.66	0.72	0.65	0.51	0.52	0.57	0.65	0.91	0.64	0.70
Min.	289.3	3.22			99.16	97.60	97.06	96.58	96.75	96.73	96.60	96.85	96.41	96.36	96.37	96.05
Max.	335.9	3.36			100.62	99.89	99.53	99.42	99.08	98.65	98.57	98.75	98.90	99.13	98.64	98.42

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	0.4234	0.4038	3246	3000	0.0002	0.0009	0.0008	0.0008	0.0008	0.0008	0.0008	0.0010	0.0007	0.0008	0.0008	0.0009
2	0.4243	0.4060	3247	3000	0.0006	0.0009	0.0009	0.0007	0.0007	0.0007	0.0009	0.0009	0.0008	0.0007	0.0008	0.0009
3	0.4198	0.4032	3309	3000	0.0007	0.0014	0.0015	0.0015	0.0014	0.0015	0.0015	0.0012	0.0015	0.0015	0.0015	0.0016
4	0.4189	0.4020	3318	3000	0.0004	0.0007	0.0007	0.0007	0.0008	0.0007	0.0008	0.0007	0.0007	0.0007	0.0008	0.0008
5	0.4252	0.4056	3227	3000	0.0008	0.0014	0.0014	0.0014	0.0013	0.0013	0.0014	0.0013	0.0013	0.0012	0.0012	0.0015
6	0.4305	0.4083	3152	3000	0.0008	0.0011	0.0011	0.0011	0.0012	0.0011	0.0012	0.0011	0.0010	0.0011	0.0011	0.0013
7	0.4280	0.4053	3172	3000	0.0004	0.0003	0.0004	0.0002	0.0003	0.0003	0.0003	0.0003	0.0003	0.0002	0.0004	0.0007
8	0.4249	0.4040	3219	3000	0.0008	0.0011	0.0011	0.0011	0.0010	0.0011	0.0011	0.0011	0.0010	0.0010	0.0013	0.0013
9	0.4264	0.4054	3203	3000	0.0010	0.0018	0.0018	0.0017	0.0017	0.0018	0.0018	0.0017	0.0016	0.0016	0.0014	0.0017
10	0.4208	0.4039	3295	3000	0.0007	0.0011	0.0012	0.0012	0.0012	0.0012	0.0013	0.0013	0.0013	0.0014	0.0013	0.0015
11	0.4204	0.4052	3315	3000	0.0008	0.0011	0.0011	0.0012	0.0011	0.0012	0.0013	0.0013	0.0013	0.0014	0.0014	0.0015
12	0.4242	0.4031	3226	3000	0.0007	0.0012	0.0012	0.0012	0.0012	0.0013	0.0014	0.0013	0.0013	0.0015	0.0014	0.0015
13	0.4288	0.4068	3171	3000	0.0004	0.0009	0.0008	0.0008	0.0009	0.0009	0.0009	0.0010	0.0010	0.0010	0.0010	0.0011
14	0.4269	0.4049	3189	3000	0.0004	0.0009	0.0009	0.0009	0.0009	0.0009	0.0008	0.0010	0.0008	0.0009	0.0009	0.0011
15	0.4294	0.4095	3180	3000	0.0003	0.0007	0.0007	0.0006	0.0006	0.0007	0.0006	0.0008	0.0007	0.0006	0.0007	0.0009
16	0.4251	0.4034	3212	3000	0.0009	0.0010	0.0010	0.0010	0.0011	0.0011	0.0011	0.0012	0.0011	0.0011	0.0012	0.0014
17	0.4207	0.4014	3277	3000	0.0008	0.0010	0.0012	0.0012	0.0012	0.0014	0.0014	0.0014	0.0012	0.0013	0.0014	0.0015
18	0.4228	0.4035	3254	3000	0.0006	0.0012	0.0011	0.0014	0.0014	0.0014	0.0015	0.0013	0.0013	0.0014	0.0014	0.0015
19	0.4196	0.4016	3301	3000	0.0010	0.0014	0.0014	0.0015	0.0015	0.0015	0.0017	0.0016	0.0014	0.0013	0.0015	0.0016
20	0.4308	0.4099	3159	3000	0.0009	0.0014	0.0015	0.0013	0.0014	0.0014	0.0016	0.0015	0.0014	0.0013	0.0015	0.0014
n	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0007**	**0.0011**	**0.0011**	**0.0011**	**0.0011**	**0.0011**	**0.0012**	**0.0012**	**0.0011**	**0.0011**	**0.0012**	**0.0013**
Median					0.0007	0.0011	0.0011	0.0012	0.0011	0.0011	0.0013	0.0012	0.0011	0.0012	0.0013	0.0014
σ					0.0002	0.0003	0.0003	0.0004	0.0003	0.0004	0.0004	0.0003	0.0003	0.0004	0.0003	0.0003
Min.					0.0002	0.0003	0.0004	0.0002	0.0003	0.0003	0.0003	0.0003	0.0003	0.0002	0.0004	0.0007
Max.					0.0010	0.0018	0.0018	0.0017	0.0017	0.0018	0.0018	0.0017	0.0016	0.0016	0.0015	0.0017

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DATA SET 11: 105°C; 1000 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)							
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080
1	293.0	3.36	3246	3000	97.40	96.88	97.28	97.41	97.19	96.79	96.91	96.97
2	330.7	3.24	3247	3000	96.10	96.07	95.99	96.27	95.93	95.88	96.32	96.37
3	329.5	3.29	3309	3000	98.05	98.12	98.15	98.03	97.83	97.88	97.78	97.74
4	304.1	3.32	3318	3000	96.60	96.49	96.36	96.28	96.36	96.35	96.47	96.38
5	327.2	3.27	3227	3000	98.17	97.52	97.82	97.67	97.68	97.61	97.74	98.01
6	322.2	3.24	3152	3000	98.23	97.90	97.78	97.73	97.50	97.61	97.56	97.58
7	292.0	3.26	3172	3000	96.74	96.67	96.28	96.52	96.45	96.38	96.40	96.40
8	335.2	3.22	3219	3000	98.49	98.15	98.26	97.95	97.83	97.91	98.06	97.97
9	305.4	3.25	3203	3000	97.65	97.01	96.82	97.00	96.66	96.78	97.00	96.94
10	298.9	3.24	3295	3000	97.65	97.44	97.17	97.08	97.05	96.99	96.93	97.01
11	334.1	3.24	3315	3000	97.19	97.45	97.50	97.30	97.87	97.37	97.27	97.41
12	331.5	3.26	3226	3000	97.17	97.20	97.12	97.01	97.10	97.07	97.37	97.34
13	326.6	3.23	3171	3000	96.28	96.10	96.32	96.96	96.43	96.21	96.40	96.23
14	316.5	3.27	3189	3000	98.07	97.70	98.11	97.77	97.84	97.72	97.79	97.84
15	297.9	3.23	3180	3000	96.50	96.89	96.63	96.23	96.90	96.46	96.43	96.29
16	324.7	3.28	3212	3000	98.54	98.11	98.52	98.19	98.01	98.14	98.17	98.07
17	335.9	3.28	3277	3000	98.56	98.34	97.56	97.94	98.06	97.89	98.27	97.65
18	327.7	3.26	3254	3000	98.17	97.95	97.32	97.82	97.85	97.63	97.81	98.06
19	333.6	3.22	3301	3000	98.10	97.78	97.21	97.68	97.77	97.54	97.69	98.19
20	289.3	3.27	3159	3000	97.46	97.54	97.34	97.41	97.87	97.42	96.98	96.95
n	20	20	20	20	20	20	20	20	20	20	20	20
Mean	**317.8**	**3.26**			**97.56**	**97.37**	**97.28**	**97.31**	**97.31**	**97.18**	**97.27**	**97.27**
Median	325.6	3.26			97.65	97.49	97.30	97.41	97.59	97.39	97.32	97.38
σ	16.5	0.04			0.78	0.68	0.72	0.62	0.66	0.66	0.64	0.68
Min.	289.3	3.22			96.10	96.07	95.99	96.23	95.93	95.88	96.32	96.23
Max.	335.9	3.36			98.56	98.34	98.52	98.19	98.06	98.14	98.27	98.19

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')							
	CCx	CCy	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080
1	0.4234	0.4038	3246	3000	0.0008	0.0007	0.0010	0.0011	0.0010	0.0011	0.0011	0.0011
2	0.4243	0.4060	3247	3000	0.0008	0.0010	0.0011	0.0011	0.0012	0.0011	0.0010	0.0009
3	0.4198	0.4032	3309	3000	0.0017	0.0018	0.0019	0.0019	0.0021	0.0019	0.0020	0.0019
4	0.4189	0.4020	3318	3000	0.0009	0.0010	0.0010	0.0008	0.0013	0.0011	0.0010	0.0011
5	0.4252	0.4056	3227	3000	0.0015	0.0016	0.0018	0.0016	0.0017	0.0017	0.0018	0.0018
6	0.4305	0.4083	3152	3000	0.0014	0.0015	0.0015	0.0015	0.0017	0.0016	0.0016	0.0019
7	0.4280	0.4053	3172	3000	0.0007	0.0008	0.0008	0.0008	0.0010	0.0012	0.0012	0.0012
8	0.4249	0.4040	3219	3000	0.0014	0.0016	0.0016	0.0015	0.0017	0.0017	0.0017	0.0019
9	0.4264	0.4054	3203	3000	0.0018	0.0019	0.0017	0.0018	0.0021	0.0020	0.0017	0.0020
10	0.4208	0.4039	3295	3000	0.0017	0.0016	0.0018	0.0016	0.0018	0.0016	0.0016	0.0020
11	0.4204	0.4052	3315	3000	0.0016	0.0016	0.0017	0.0015	0.0017	0.0016	0.0018	0.0019
12	0.4242	0.4031	3226	3000	0.0016	0.0018	0.0019	0.0019	0.0020	0.0020	0.0021	0.0022
13	0.4288	0.4068	3171	3000	0.0012	0.0014	0.0014	0.0014	0.0013	0.0012	0.0011	0.0011
14	0.4269	0.4049	3189	3000	0.0012	0.0013	0.0013	0.0013	0.0013	0.0010	0.0012	0.0014
15	0.4294	0.4095	3180	3000	0.0009	0.0010	0.0011	0.0011	0.0012	0.0012	0.0011	0.0014
16	0.4251	0.4034	3212	3000	0.0015	0.0016	0.0017	0.0017	0.0019	0.0019	0.0019	0.0021
17	0.4207	0.4014	3277	3000	0.0017	0.0017	0.0018	0.0019	0.0019	0.0020	0.0020	0.0021
18	0.4228	0.4035	3254	3000	0.0015	0.0016	0.0017	0.0018	0.0019	0.0019	0.0016	0.0017
19	0.4196	0.4016	3301	3000	0.0015	0.0017	0.0018	0.0020	0.0020	0.0020	0.0020	0.0020
20	0.4308	0.4099	3159	3000	0.0014	0.0016	0.0016	0.0016	0.0018	0.0018	0.0017	0.0016
n	20	20	20	20	20	20	20	20	20	20	20	20
Mean					**0.0013**	**0.0014**	**0.0015**	**0.0015**	**0.0016**	**0.0016**	**0.0016**	**0.0017**
Median					0.0015	0.0016	0.0017	0.0016	0.0017	0.0017	0.0016	0.0018
σ					0.0004	0.0004	0.0003	0.0004	0.0004	0.0004	0.0004	0.0004
Min.					0.0007	0.0007	0.0008	0.0008	0.0010	0.0010	0.0010	0.0009
Max.					0.0018	0.0019	0.0019	0.0020	0.0021	0.0020	0.0021	0.0022

Bailey Photometrics ltd

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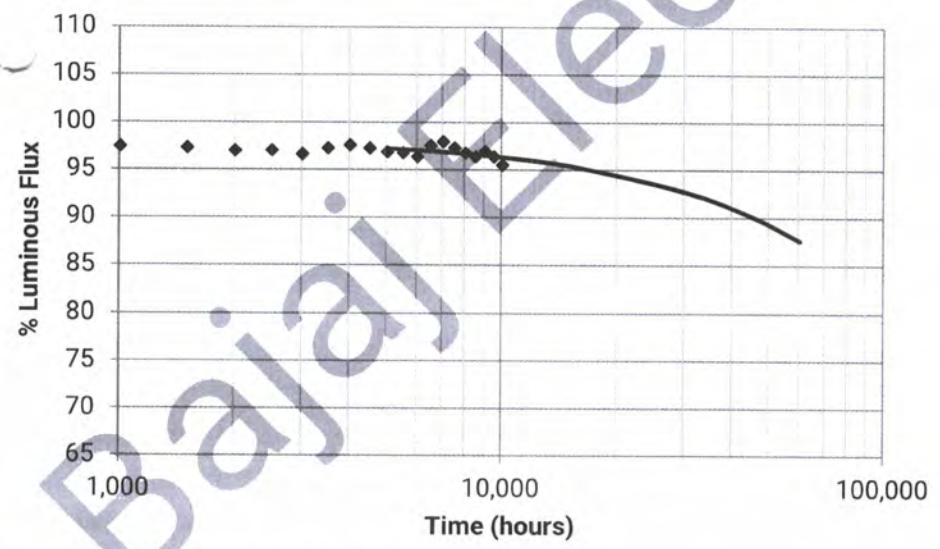
DATA SET 5: 55°C; 1250 mA

LED Package Series	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxxx
Tested Model Number	XTEAWT-00-0000-00000LBE7
Drive Current [I_F]	1250 mA
Testing Initiation Date	January 8, 2012
Case Temperature [T_S]	55°C
Ambient Temperature [T_A]	55°C
Failures observed	None

Projection Generated By Cree's Internal TM-21 Calculator:

Test duration	10,080 hours
Test duration used for projection	t=5,040 to t=10,080
α	1.885E-06
β	9.817E-01
Reported Lifetimes	**L90(10k) = 46,100 hours** **L80(10k) > 60,500 hours** **L70(10k) > 60,500 hours**



LM-80 Data For The Official TM-21 Calculator*

Time (hours)	Lumen Maintenance
0	100.00%
1008	97.42%
1512	97.28%
2016	96.97%
2520	97.01%
3024	96.60%
3528	97.23%
4032	97.57%
4536	97.25%
5040	96.83%
5544	96.76%
6048	96.33%
6552	97.55%
7056	97.94%
7560	97.30%
8064	96.75%
8568	96.35%
9072	96.95%
9576	96.35%
10080	95.50%

* http://www.energystar.gov/TM-21calculator

Note: The data point t=168 hr is intentionally excluded from this table, since the ENERGY STAR tool has a 20 data point input limit. Per TM-21 methodology, the data point t=168 hr would be excluded, so the projection is unaffected.

Bajaj Electricals ltd

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DATA SET 5: 55°C; 1250 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)											
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	266.7	3.60	2981	3000	96.90	97.46	97.17	96.29	96.81	96.42	96.60	98.33	98.02	96.18	97.41	96.09
2	283.7	3.66	3042	3000	96.44	97.10	97.52	97.97	97.62	97.32	98.77	98.84	98.11	98.07	97.83	97.31
3	262.7	3.57	2979	3000	95.62	96.45	95.81	95.12	95.70	95.28	94.81	95.70	95.43	93.77	94.65	93.48
4	281.7	3.59	3035	3000	97.11	97.55	97.04	96.71	97.16	97.42	98.53	98.40	98.07	97.66	97.84	97.24
5	265.5	3.60	3036	3000	96.45	96.62	96.58	95.21	95.95	95.19	95.44	95.61	95.35	95.34	95.69	94.48
6	287.5	3.66	3070	3000	98.73	97.92	97.50	97.52	97.34	97.45	98.58	98.59	98.00	97.87	97.74	97.14
7	283.8	3.63	3014	3000	98.02	97.61	96.63	96.41	97.10	97.06	98.01	97.99	97.36	97.38	96.95	96.60
8	275.6	3.63	2997	3000	95.96	95.95	96.38	96.00	96.26	96.07	95.42	96.27	95.87	95.36	95.57	94.77
9	262.5	3.55	2911	3000	97.42	98.00	97.14	96.28	96.77	96.22	97.29	98.05	97.00	95.71	96.95	96.85
10	282.5	3.68	3016	3000	99.33	97.74	98.61	98.40	98.07	96.67	98.45	98.12	98.54	97.94	97.10	96.99
11	267.4	3.63	3082	3000	97.28	97.15	96.55	95.72	96.28	95.44	96.03	96.03	95.62	94.91	95.13	95.07
12	295.8	3.56	3004	3000	97.26	96.83	96.89	97.26	97.28	97.35	97.64	97.48	97.42	97.05	97.21	96.69
13	261.7	3.68	2991	3000	96.31	96.66	96.84	96.24	97.01	96.01	96.13	97.61	97.06	96.25	96.62	96.87
14	285.1	3.61	2971	3000	97.30	96.27	96.38	96.35	96.07	96.02	97.04	97.17	96.28	96.46	96.24	95.68
15	269.5	3.64	2995	3000	98.06	97.44	97.23	96.88	97.11	97.08	97.82	97.77	97.29	97.33	97.11	96.62
16	279.2	3.58	2990	3000	98.79	96.94	97.76	97.23	97.57	96.48	96.33	98.22	97.43	96.73	97.06	97.20
17	262.6	3.59	3220	3000	96.78	96.74	97.60	97.28	97.23	95.64	96.72	97.17	96.80	97.29	96.52	96.76
18	288.2	3.60	3156	3000	99.98	100.06	98.96	98.23	97.66	98.55	99.18	99.26	98.73	97.94	98.78	97.92
19	270.7	3.58	3021	3000	97.08	96.50	97.05	97.22	97.07	95.87	96.33	96.80	97.01	96.85	95.77	96.07
20	285.3	3.63	3047	3000	99.15	98.01	97.50	97.20	96.41	96.85	97.74	97.74	97.59	97.36	97.10	96.54
21	261.7	3.60	2943	3000	99.52	97.02	97.55	98.00	97.96	96.79	97.14	97.25	97.72	97.30	96.28	96.30
22	279.1	3.66	3013	3000	99.93	99.15	98.19	98.28	97.54	97.80	98.61	98.48	98.20	98.12	97.47	97.01
23	279.7	3.61	2955	3000	98.80	99.11	98.14	97.81	97.26	97.58	98.61	98.54	98.22	98.16	97.69	97.08
24	271.3	3.67	2977	3000	98.49	96.87	98.02	97.65	97.78	95.74	96.08	96.55	96.80	96.62	95.41	95.16
25	290.9	3.60	3117	3000	99.04	98.23	96.99	97.09	96.23	96.71	97.49	97.37	97.37	97.15	96.89	96.36
n	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Mean	**276.0**	**3.62**			**97.83**	**97.41**	**97.28**	**96.97**	**97.01**	**96.60**	**97.23**	**97.57**	**97.25**	**96.83**	**96.76**	**96.33**
Median	279.1	3.61			97.42	97.15	97.17	97.20	97.11	96.67	97.29	97.74	97.37	97.15	96.95	96.62
σ	10.4	0.04			1.28	0.97	0.74	0.93	0.65	0.86	1.21	0.98	0.95	1.12	0.98	1.04
Min.	261.7	3.55			95.62	95.95	95.81	95.12	95.70	95.19	94.81	95.61	95.35	93.77	94.65	93.48
Max.	295.8	3.68			99.98	100.06	98.96	98.40	98.07	98.55	99.18	99.26	98.73	98.16	98.78	97.92

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')											
	CCx	CCy	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048
1	0.4382	0.4039	2981	3000	0.0002	0.0003	0.0004	0.0005	0.0005	0.0006	0.0006	0.0006	0.0006	0.0006	0.0007	0.0006
2	0.4322	0.3985	3042	3000	0.0009	0.0006	0.0005	0.0005	0.0005	0.0005	0.0006	0.0007	0.0008	0.0008	0.0008	0.0009
3	0.4365	0.4000	2979	3000	0.0011	0.0004	0.0006	0.0006	0.0005	0.0006	0.0004	0.0007	0.0007	0.0008	0.0008	0.0008
4	0.4324	0.3982	3035	3000	0.0007	0.0006	0.0004	0.0007	0.0006	0.0006	0.0006	0.0008	0.0009	0.0009	0.0010	0.0009
5	0.4309	0.3951	3036	3000	0.0010	0.0007	0.0008	0.0007	0.0007	0.0009	0.0005	0.0008	0.0009	0.0009	0.0009	0.0009
6	0.4305	0.3983	3070	3000	0.0003	0.0004	0.0004	0.0005	0.0005	0.0005	0.0006	0.0006	0.0006	0.0006	0.0007	0.0006
7	0.4359	0.4030	3014	3000	0.0006	0.0004	0.0006	0.0007	0.0005	0.0005	0.0005	0.0008	0.0008	0.0008	0.0009	0.0008
8	0.4365	0.4021	2997	3000	0.0011	0.0004	0.0005	0.0006	0.0005	0.0005	0.0004	0.0005	0.0006	0.0007	0.0007	0.0007
9	0.4466	0.4122	2911	3000	0.0003	0.0005	0.0005	0.0006	0.0007	0.0008	0.0008	0.0007	0.0007	0.0008	0.0008	0.0007
10	0.4346	0.4007	3016	3000	0.0004	0.0005	0.0004	0.0004	0.0004	0.0006	0.0007	0.0005	0.0006	0.0005	0.0006	0.0006
11	0.4301	0.3989	3082	3000	0.0005	0.0003	0.0002	0.0003	0.0002	0.0003	0.0003	0.0004	0.0005	0.0004	0.0005	0.0006
12	0.4371	0.4043	3004	3000	0.0009	0.0007	0.0007	0.0007	0.0007	0.0007	0.0007	0.0008	0.0009	0.0009	0.0010	0.0011
13	0.4396	0.4079	2991	3000	0.0006	0.0003	0.0004	0.0004	0.0005	0.0005	0.0005	0.0006	0.0006	0.0005	0.0006	0.0007
14	0.4407	0.4078	2971	3000	0.0002	0.0006	0.0005	0.0007	0.0007	0.0007	0.0008	0.0007	0.0007	0.0007	0.0007	0.0007
15	0.4391	0.4074	2995	3000	0.0006	0.0004	0.0003	0.0003	0.0005	0.0004	0.0005	0.0004	0.0005	0.0005	0.0004	0.0004
16	0.4394	0.4072	2990	3000	0.0005	0.0005	0.0004	0.0005	0.0004	0.0005	0.0005	0.0006	0.0007	0.0007	0.0007	0.0009
17	0.4168	0.3849	3220	3000	0.0006	0.0007	0.0006	0.0006	0.0006	0.0007	0.0008	0.0008	0.0009	0.0008	0.0008	0.0010
18	0.4200	0.3852	3156	3000	0.0003	0.0005	0.0005	0.0005	0.0005	0.0007	0.0007	0.0008	0.0008	0.0008	0.0009	0.0011
19	0.4363	0.4048	3021	3000	0.0003	0.0004	0.0006	0.0007	0.0006	0.0007	0.0007	0.0007	0.0007	0.0006	0.0007	0.0007
20	0.4334	0.4018	3047	3000	0.0005	0.0005	0.0006	0.0006	0.0005	0.0007	0.0007	0.0007	0.0007	0.0007	0.0007	0.0007
21	0.4432	0.4093	2943	3000	0.0005	0.0005	0.0005	0.0005	0.0005	0.0006	0.0005	0.0006	0.0006	0.0007	0.0008	0.0008
22	0.4352	0.4015	3013	3000	0.0005	0.0008	0.0008	0.0010	0.0009	0.0010	0.0010	0.0010	0.0010	0.0009	0.0010	0.0010
23	0.4409	0.4062	2955	3000	0.0002	0.0007	0.0005	0.0005	0.0005	0.0006	0.0006	0.0007	0.0006	0.0006	0.0007	0.0007
24	0.4395	0.4060	2977	3000	0.0005	0.0007	0.0007	0.0007	0.0007	0.0008	0.0007	0.0007	0.0008	0.0008	0.0008	0.0007
25	0.4294	0.4017	3117	3000	0.0001	0.0002	0.0001	0.0001	0.0001	0.0002	0.0004	0.0003	0.0004	0.0002	0.0003	0.0003
n	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Mean					**0.0005**	**0.0005**	**0.0005**	**0.0006**	**0.0005**	**0.0006**	**0.0006**	**0.0007**	**0.0007**	**0.0007**	**0.0007**	**0.0008**
Median					0.0005	0.0005	0.0005	0.0006	0.0005	0.0006	0.0006	0.0007	0.0007	0.0007	0.0007	0.0007
σ					0.0003	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002	0.0002
Min.					0.0001	0.0002	0.0001	0.0001	0.0001	0.0002	0.0003	0.0003	0.0004	0.0002	0.0003	0.0003
Max.					0.0011	0.0008	0.0008	0.0010	0.0009	0.0010	0.0010	0.0010	0.0010	0.0009	0.0010	0.0011

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DATA SET 5: 55°C; 1250 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)							
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080
1	266.7	3.60	2981	3000	97.60	97.88	97.29	96.13	95.29	96.95	96.62	95.38
2	283.7	3.66	3042	3000	99.18	99.34	98.67	98.37	97.92	98.00	97.34	97.14
3	262.7	3.57	2979	3000	95.16	95.17	94.75	93.80	93.93	94.65	94.35	93.30
4	281.7	3.59	3035	3000	98.94	99.27	98.83	98.37	98.00	98.29	97.99	97.27
5	265.5	3.60	3036	3000	94.77	95.36	94.63	94.00	94.32	94.48	94.38	93.27
6	287.5	3.66	3070	3000	98.91	99.26	98.83	98.19	97.74	97.95	97.61	97.15
7	283.8	3.63	3014	3000	98.35	98.57	98.06	97.48	97.30	97.18	96.65	96.31
8	275.6	3.63	2997	3000	95.88	96.45	95.91	95.61	95.07	95.49	95.08	94.40
9	262.5	3.55	2911	3000	97.54	97.21	96.68	95.55	95.12	95.73	94.75	93.68
10	282.5	3.68	3016	3000	98.68	98.46	97.89	98.04	97.34	97.80	96.83	95.96
11	267.4	3.63	3082	3000	94.90	95.00	94.39	93.70	93.75	94.38	93.92	92.93
12	295.8	3.56	3004	3000	98.52	98.94	98.49	98.02	97.92	97.97	97.30	96.86
13	261.7	3.68	2991	3000	96.66	97.36	96.85	96.36	95.65	96.67	96.21	95.52
14	285.1	3.61	2971	3000	97.06	97.92	97.47	96.93	96.56	96.61	96.30	95.81
15	269.5	3.64	2995	3000	98.41	98.93	98.51	97.87	97.70	97.64	97.05	96.63
16	279.2	3.58	2990	3000	97.00	97.96	97.28	96.85	96.45	96.85	96.63	96.13
17	262.6	3.59	3220	3000	97.73	97.90	96.98	96.09	95.29	96.93	96.39	94.21
18	288.2	3.60	3156	3000	99.50	100.24	99.24	98.87	98.44	98.53	97.75	96.60
19	270.7	3.58	3021	3000	97.00	97.20	96.52	95.83	95.07	96.97	95.89	94.46
20	285.3	3.63	3047	3000	98.22	98.70	97.83	97.46	97.00	97.14	96.48	95.47
21	261.7	3.60	2943	3000	96.84	97.56	96.62	96.18	95.37	97.95	96.47	95.28
22	279.1	3.66	3013	3000	98.73	99.16	98.20	97.69	97.37	97.62	97.11	96.23
23	279.7	3.61	2955	3000	98.81	99.26	98.43	97.98	97.71	97.86	97.15	96.45
24	271.3	3.67	2977	3000	95.89	96.80	95.91	95.55	94.77	96.32	95.04	94.12
25	290.9	3.60	3117	3000	98.59	98.59	98.30	97.92	97.68	97.81	97.36	96.82
n	25	25	25	25	25	25	25	25	25	25	25	25
Mean	**276.0**	**3.62**			**97.55**	**97.94**	**97.30**	**96.75**	**96.35**	**96.95**	**96.35**	**95.49**
Median	279.1	3.61			97.73	97.96	97.47	96.93	96.56	97.14	96.62	95.81
σ	10.4	0.04			1.39	1.38	1.37	1.49	1.45	1.19	1.14	1.34
Min.	261.7	3.55			94.77	95.00	94.39	93.70	93.75	94.38	93.92	92.93
Max.	295.8	3.68			99.50	100.24	99.24	98.87	98.44	98.53	97.99	97.27

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')							
	CCx	CCy	Calc. CCT	ANSI Target	6552	7056	7560	8064	8568	9072	9576	10080
1	0.4382	0.4039	2981	3000	0.0006	0.0008	0.0007	0.0007	0.0006	0.0008	0.0006	0.0006
2	0.4322	0.3985	3042	3000	0.0008	0.0009	0.0009	0.0009	0.0008	0.0008	0.0008	0.0007
3	0.4365	0.4000	2979	3000	0.0007	0.0010	0.0009	0.0009	0.0009	0.0011	0.0011	0.0010
4	0.4324	0.3982	3035	3000	0.0009	0.0011	0.0012	0.0012	0.0010	0.0011	0.0010	0.0009
5	0.4309	0.3951	3036	3000	0.0007	0.0010	0.0011	0.0010	0.0010	0.0011	0.0013	0.0011
6	0.4305	0.3983	3070	3000	0.0007	0.0008	0.0009	0.0007	0.0007	0.0007	0.0007	0.0006
7	0.4359	0.4030	3014	3000	0.0008	0.0008	0.0008	0.0007	0.0005	0.0004	0.0005	0.0004
8	0.4365	0.4021	2997	3000	0.0006	0.0008	0.0008	0.0008	0.0008	0.0009	0.0010	0.0009
9	0.4466	0.4122	2911	3000	0.0009	0.0010	0.0010	0.0012	0.0013	0.0011	0.0009	0.0009
10	0.4346	0.4007	3016	3000	0.0005	0.0006	0.0006	0.0005	0.0005	0.0007	0.0006	0.0007
11	0.4301	0.3989	3082	3000	0.0005	0.0005	0.0006	0.0006	0.0004	0.0005	0.0006	0.0005
12	0.4371	0.4043	3004	3000	0.0009	0.0012	0.0012	0.0011	0.0011	0.0012	0.0012	0.0010
13	0.4396	0.4079	2991	3000	0.0005	0.0006	0.0007	0.0006	0.0006	0.0008	0.0007	0.0006
14	0.4407	0.4078	2971	3000	0.0007	0.0008	0.0008	0.0008	0.0007	0.0008	0.0007	0.0007
15	0.4391	0.4074	2995	3000	0.0004	0.0005	0.0006	0.0005	0.0005	0.0005	0.0006	0.0004
16	0.4394	0.4072	2990	3000	0.0007	0.0009	0.0009	0.0009	0.0009	0.0010	0.0011	0.0010
17	0.4168	0.3849	3220	3000	0.0009	0.0010	0.0010	0.0010	0.0009	0.0013	0.0012	0.0011
18	0.4200	0.3852	3156	3000	0.0008	0.0010	0.0011	0.0011	0.0011	0.0013	0.0012	0.0012
19	0.4363	0.4048	3021	3000	0.0007	0.0008	0.0008	0.0007	0.0007	0.0008	0.0007	0.0006
20	0.4334	0.4018	3047	3000	0.0007	0.0007	0.0008	0.0009	0.0008	0.0009	0.0008	0.0007
21	0.4432	0.4093	2943	3000	0.0007	0.0008	0.0008	0.0008	0.0008	0.0007	0.0007	0.0006
22	0.4352	0.4015	3013	3000	0.0012	0.0012	0.0012	0.0013	0.0013	0.0014	0.0013	0.0013
23	0.4409	0.4062	2955	3000	0.0006	0.0007	0.0007	0.0007	0.0007	0.0007	0.0006	0.0006
24	0.4395	0.4060	2977	3000	0.0008	0.0008	0.0008	0.0009	0.0008	0.0009	0.0008	0.0007
25	0.4294	0.4017	3117	3000	0.0003	0.0003	0.0003	0.0003	0.0002	0.0002	0.0002	0.0002
n	25	25	25	25	25	25	25	25	25	25	25	25
Mean					**0.0007**	**0.0008**	**0.0008**	**0.0008**	**0.0008**	**0.0009**	**0.0008**	**0.0008**
Median					0.0007	0.0008	0.0008	0.0008	0.0008	0.0008	0.0008	0.0007
σ					0.0002	0.0002	0.0002	0.0002	0.0003	0.0003	0.0003	0.0003
Min.					0.0003	0.0003	0.0003	0.0003	0.0002	0.0002	0.0002	0.0002
Max.					0.0012	0.0012	0.0012	0.0013	0.0013	0.0014	0.0013	0.0013

Projected Optics ltd

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DATA SET 6: 85°C; 1250 mA

LED Package Series	XLamp XT-E White LEDs (Series: XTEAWT) This LM-80 report is applicable to the following order codes: XTEAWT-xx-xxxx-xxxxxxxxx
Tested Model Number	XTEAWT-00-0000-00000LBE7
Drive Current [I_F]	1250 mA
Testing Initiation Date	January 7, 2012
Case Temperature [T_S]	85°C
Ambient Temperature [T_A]	85°C
Failures observed	None

Projection Generated By Cree's Internal TM-21 Calculator:

Test duration	9,072 hours
Test duration used for projection	t=4,032 to t=9,072
α	5.337E-06
β	9.977E-01
Reported Lifetimes	**L90(9k) = 19,300 hours** **L80(9k) = 41,400 hours** **L70(9k) > 54,400 hours**



http://www.energystar.gov/TM-21calculator

LM-80 Data For The Official TM-21 Calculator*

Time (hours)	Lumen Maintenance
0	100.00%
168	98.72%
1008	98.89%
1512	97.57%
2016	97.58%
2520	97.81%
3024	97.12%
3528	97.77%
4032	97.62%
4536	97.52%
5040	96.95%
5544	96.22%
6048	95.56%
6552	97.45%
7056	97.29%
7560	96.37%
8064	95.34%
8568	95.14%
9072	94.40%

Bajaj Electricals ltd

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DATA SET 6: 85°C; 1250 mA

Lamp #	Initial (0 hrs)				Lumen Maintenance (%)																
	LF (lm)	V_F (V)	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048	6552	7056	7560	8064	8568	9072
1	261.9	3.54	3198	3000	98.97	98.59	96.65	97.18	98.89	96.84	97.64	98.00	97.85	97.06	96.21	95.35	97.20	97.12	96.97	95.06	94.70	94.74
2	284.7	3.61	3176	3000	98.82	98.93	98.05	97.91	97.73	97.42	98.56	97.99	98.16	97.75	97.06	96.30	98.75	97.94	97.80	97.22	97.12	96.43
3	269.8	3.51	3193	3000	99.28	99.18	97.59	98.22	98.44	97.44	97.97	98.33	98.12	97.41	96.02	95.82	97.96	98.06	97.33	95.66	95.53	95.66
4	289.7	3.63	3161	3000	99.36	99.81	98.43	98.38	98.30	98.03	99.13	98.76	98.68	98.16	97.54	96.53	98.66	97.68	96.87	95.69	94.95	93.89
5	287.1	3.55	3199	3000	99.18	98.76	97.65	97.47	97.39	96.90	98.07	97.62	97.74	97.12	96.59	95.81	98.17	97.44	96.64	95.69	95.40	94.13
6	271.6	3.58	3207	3000	100.60	99.89	98.15	98.71	98.66	97.90	97.62	97.89	97.63	97.05	96.13	95.22	97.47	97.06	96.48	95.78	95.69	96.02
7	288.6	3.60	3194	3000	98.88	98.58	97.71	97.63	97.27	97.10	98.17	97.66	97.73	97.39	96.58	96.23	98.28	98.10	97.64	97.27	96.42	96.40
8	273.6	3.55	3217	3000	98.15	97.44	97.02	96.14	97.06	96.53	95.90	96.40	96.09	95.31	94.73	93.96	95.80	97.49	95.66	94.24	93.80	93.83
9	287.2	3.70	3206	3000	99.00	98.87	98.02	98.11	97.86	97.43	98.73	98.16	98.18	97.80	96.93	96.48	98.71	98.30	97.15	96.49	95.47	95.22
10	284.0	3.60	3186	3000	99.73	99.07	97.98	97.58	97.66	97.48	98.36	98.06	98.13	97.80	97.03	96.19	98.59	98.65	97.92	97.52	96.34	96.20
11	269.9	3.60	3177	3000	97.63	97.80	96.99	96.76	97.30	96.14	96.25	96.46	96.24	95.51	94.61	93.67	94.62	95.76	93.09	91.93	90.61	91.67
12	257.2	3.54	2989	3000	98.28	99.01	97.08	97.44	98.42	97.26	97.12	97.94	97.57	96.95	96.48	95.59	96.36	97.03	96.05	93.67	95.20	93.77
13	271.7	3.58	2993	3000	98.89	99.11	97.73	97.50	97.62	97.47	98.39	97.66	98.00	97.68	96.99	96.58	98.35	97.88	97.66	97.19	96.86	96.14
14	280.8	3.55	3091	3000	97.74	98.59	97.14	97.24	97.20	97.22	98.30	97.69	97.83	97.38	96.77	96.34	97.92	97.46	97.06	95.22	95.29	94.03
15	254.7	3.55	2929	3000	99.13	99.30	97.85	98.14	98.93	97.38	97.77	98.11	97.73	97.12	96.46	95.61	97.05	97.14	96.34	95.09	96.75	95.41
16	269.8	3.60	2973	3000	98.71	99.38	97.84	97.65	97.68	97.67	98.78	98.06	98.16	97.76	97.03	96.43	98.08	97.86	96.80	95.54	94.43	93.26
17	273.8	3.56	3025	3000	98.70	99.72	98.26	98.10	97.93	98.00	98.80	98.21	98.48	97.78	97.33	96.76	98.54	98.42	97.53	96.93	96.19	94.93
18	259.2	3.59	3074	3000	98.64	99.61	97.33	97.72	98.27	96.89	97.28	97.30	97.10	96.49	95.71	95.13	97.07	95.92	96.15	95.27	96.77	95.65
19	289.0	3.62	3196	3000	98.46	98.46	97.26	97.20	96.83	96.36	96.76	96.16	96.19	95.83	95.14	94.82	97.01	96.48	95.93	95.80	95.30	94.78
20	265.9	3.58	3159	3000	97.30	98.21	96.75	96.78	97.32	96.11	96.83	97.20	96.81	95.97	95.15	94.25	95.91	95.78	94.44	92.30	93.11	92.15
21	288.9	3.65	3179	3000	97.72	97.54	97.18	97.24	96.97	96.46	96.84	96.39	96.14	95.50	94.88	94.36	96.24	95.65	93.87	92.59	91.24	90.18
22	264.5	3.62	2994	3000	98.71	99.15	97.33	97.36	97.89	96.83	97.18	97.45	97.04	96.23	95.50	94.70	96.70	96.55	95.63	94.26	96.17	94.82
23	276.1	3.63	3124	3000	98.57	98.46	97.34	97.22	97.17	96.69	97.85	97.37	97.33	96.85	96.18	95.65	97.69	97.33	96.49	96.01	95.15	94.07
24	281.8	3.64	2996	3000	99.07	99.03	98.06	97.70	97.88	97.52	98.58	98.16	98.16	97.61	97.02	96.44	98.54	98.20	97.44	96.93	96.18	95.11
25	264.4	3.69	2997	3000	98.50	99.64	97.87	98.20	98.46	96.98	97.30	97.42	97.00	96.19	95.49	94.69	96.57	95.96	94.29	93.03	93.91	92.04
n	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Mean	**274.6**	**3.59**			**98.72**	**98.89**	**97.57**	**97.58**	**97.80**	**97.12**	**97.77**	**97.62**	**97.52**	**96.95**	**96.22**	**95.56**	**97.45**	**97.29**	**96.37**	**95.34**	**95.14**	**94.40**
Median	273.6	3.60			98.71	99.01	97.65	97.58	97.73	97.22	97.85	97.69	97.73	97.12	96.48	95.65	97.69	97.44	96.64	95.69	95.40	94.78
σ	11.0	0.05			0.70	0.66	0.49	0.57	0.61	0.55	0.85	0.67	0.76	0.83	0.86	0.90	1.10	0.87	1.28	1.62	1.62	1.61
Min.	254.7	3.51			97.30	97.44	96.65	96.14	96.83	96.11	95.90	96.16	96.09	95.31	94.61	93.67	94.62	95.65	93.09	91.93	90.61	90.18
Max.	289.7	3.70			100.60	99.89	98.43	98.71	98.93	98.03	99.13	98.76	98.68	98.16	97.54	96.75	98.75	98.65	97.92	97.52	97.12	96.43

Lamp #	Initial (0 hrs)				Chromaticity Shift (Δu'v')																
	CCx	CCy	Calc. CCT	ANSI Target	168	1008	1512	2016	2520	3024	3528	4032	4536	5040	5544	6048	6552	7056	7560	8064	8568	9072
1	0.4181	0.3856	3198	3000	0.0006	0.0011	0.0010	0.0012	0.0016	0.0013	0.0013	0.0017	0.0016	0.0016	0.0016	0.0017	0.0017	0.0016	0.0019	0.0019	0.0024	0.0028
2	0.4199	0.3871	3176	3000	0.0005	0.0009	0.0009	0.0010	0.0012	0.0013	0.0012	0.0013	0.0013	0.0014	0.0014	0.0015	0.0017	0.0016	0.0019	0.0020	0.0022	0.0026
3	0.4182	0.3851	3193	3000	0.0006	0.0009	0.0008	0.0009	0.0011	0.0010	0.0009	0.0011	0.0010	0.0010	0.0010	0.0011	0.0012	0.0013	0.0014	0.0012	0.0014	0.0019
4	0.4206	0.3869	3161	3000	0.0004	0.0009	0.0008	0.0010	0.0011	0.0012	0.0011	0.0012	0.0012	0.0013	0.0014	0.0015	0.0017	0.0016	0.0021	0.0023	0.0025	0.0024
5	0.4188	0.3872	3199	3000	0.0005	0.0010	0.0009	0.0011	0.0011	0.0013	0.0012	0.0013	0.0014	0.0014	0.0016	0.0016	0.0019	0.0020	0.0026	0.0027	0.0032	0.0036
6	0.4197	0.3903	3207	3000	0.0007	0.0009	0.0009	0.0011	0.0012	0.0011	0.0010	0.0012	0.0010	0.0012	0.0011	0.0012	0.0014	0.0012	0.0014	0.0014	0.0017	0.0021
7	0.4180	0.3849	3194	3000	0.0003	0.0007	0.0007	0.0008	0.0009	0.0010	0.0009	0.0010	0.0010	0.0011	0.0011	0.0012	0.0013	0.0015	0.0019	0.0021	0.0023	0.0027
8	0.4191	0.3901	3217	3000	0.0003	0.0007	0.0005	0.0006	0.0008	0.0007	0.0006	0.0008	0.0008	0.0008	0.0009	0.0010	0.0010	0.0016	0.0017	0.0018	0.0021	0.0021
9	0.4172	0.3844	3206	3000	0.0002	0.0008	0.0007	0.0009	0.0009	0.0011	0.0010	0.0011	0.0012	0.0012	0.0014	0.0016	0.0019	0.0023	0.0028	0.0029	0.0032	0.0031
10	0.4179	0.3836	3186	3000	0.0004	0.0008	0.0007	0.0009	0.0008	0.0008	0.0009	0.0009	0.0009	0.0009	0.0009	0.0011	0.0013	0.0014	0.0019	0.0020	0.0024	0.0029
11	0.4222	0.3926	3177	3000	0.0004	0.0007	0.0005	0.0005	0.0007	0.0006	0.0005	0.0007	0.0007	0.0008	0.0008	0.0011	0.0014	0.0019	0.0022	0.0024	0.0024	0.0026
12	0.4372	0.4026	2989	3000	0.0004	0.0006	0.0006	0.0005	0.0007	0.0007	0.0007	0.0006	0.0007	0.0006	0.0007	0.0007	0.0007	0.0011	0.0011	0.0007	0.0005	0.0008
13	0.4374	0.4036	2993	3000	0.0003	0.0005	0.0006	0.0005	0.0006	0.0007	0.0007	0.0007	0.0008	0.0008	0.0007	0.0008	0.0008	0.0007	0.0008	0.0008	0.0009	0.0008
14	0.4282	0.3957	3091	3000	0.0007	0.0004	0.0004	0.0005	0.0006	0.0007	0.0007	0.0007	0.0007	0.0007	0.0007	0.0008	0.0008	0.0009	0.0011	0.0008	0.0007	0.0013
15	0.4412	0.4037	2929	3000	0.0004	0.0006	0.0005	0.0006	0.0007	0.0008	0.0007	0.0009	0.0010	0.0010	0.0010	0.0010	0.0009	0.0010	0.0009	0.0010	0.0010	0.0010
16	0.4371	0.4006	2973	3000	0.0004	0.0006	0.0005	0.0007	0.0008	0.0008	0.0008	0.0009	0.0010	0.0010	0.0009	0.0009	0.0009	0.0010	0.0010	0.0013	0.0022	0.0028
17	0.4328	0.3979	3025	3000	0.0004	0.0005	0.0006	0.0007	0.0008	0.0009	0.0009	0.0011	0.0011	0.0010	0.0010	0.0010	0.0009	0.0008	0.0008	0.0008	0.0011	0.0014
18	0.4268	0.3908	3074	3000	0.0003	0.0004	0.0005	0.0006	0.0007	0.0007	0.0008	0.0008	0.0009	0.0009	0.0011	0.0010	0.0010	0.0009	0.0009	0.0009	0.0008	0.0009
19	0.4186	0.3864	3196	3000	0.0003	0.0010	0.0011	0.0013	0.0014	0.0015	0.0015	0.0016	0.0016	0.0016	0.0017	0.0019	0.0019	0.0021	0.0026	0.0028	0.0031	0.0037
20	0.4202	0.3859	3159	3000	0.0011	0.0008	0.0007	0.0008	0.0009	0.0007	0.0009	0.0012	0.0012	0.0012	0.0014	0.0015	0.0017	0.0024	0.0030	0.0031	0.0032	0.0032
21	0.4203	0.3884	3179	3000	0.0008	0.0014	0.0014	0.0017	0.0018	0.0019	0.0019	0.0020	0.0022	0.0023	0.0024	0.0028	0.0030	0.0039	0.0048	0.0048	0.0045	0.0041
22	0.4363	0.4015	2994	3000	0.0004	0.0006	0.0005	0.0005	0.0006	0.0007	0.0006	0.0007	0.0008	0.0008	0.0007	0.0008	0.0008	0.0009	0.0010	0.0010	0.0011	0.0009
23	0.4266	0.3962	3124	3000	0.0003	0.0004	0.0005	0.0006	0.0006	0.0007	0.0007	0.0007	0.0007	0.0006	0.0006	0.0007	0.0005	0.0008	0.0010	0.0009	0.0006	0.0005
24	0.4367	0.4025	2996	3000	0.0003	0.0005	0.0005	0.0005	0.0007	0.0007	0.0007	0.0007	0.0008	0.0008	0.0008	0.0008	0.0008	0.0009	0.0012	0.0011	0.0008	0.0008
25	0.4372	0.4037	2997	3000	0.0003	0.0006	0.0006	0.0006	0.0006	0.0007	0.0008	0.0009	0.0009	0.0009	0.0008	0.0008	0.0007	0.0008	0.0008	0.0011	0.0017	0.0025
n	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Mean					**0.0004**	**0.0007**	**0.0007**	**0.0008**	**0.0009**	**0.0009**	**0.0009**	**0.0010**	**0.0011**	**0.0011**	**0.0011**	**0.0012**	**0.0013**	**0.0014**	**0.0017**	**0.0018**	**0.0019**	**0.0021**
Median					0.0004	0.0007	0.0006	0.0007	0.0008	0.0008	0.0009	0.0009	0.0010	0.0010	0.0010	0.0011	0.0012	0.0013	0.0014	0.0014	0.0021	0.0024
σ					0.0002	0.0002	0.0002	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0004	0.0004	0.0005	0.0006	0.0007	0.0009	0.0010	0.0010	0.0011
Min.					0.0002	0.0004	0.0004	0.0005	0.0006	0.0006	0.0005	0.0006	0.0007	0.0006	0.0006	0.0007	0.0006	0.0007	0.0008	0.0007	0.0005	0.0005
Max.					0.0011	0.0014	0.0014	0.0017	0.0018	0.0019	0.0019	0.0020	0.0022	0.0023	0.0024	0.0028	0.0030	0.0039	0.0048	0.0048	0.0045	0.0041

Bajo Electrico

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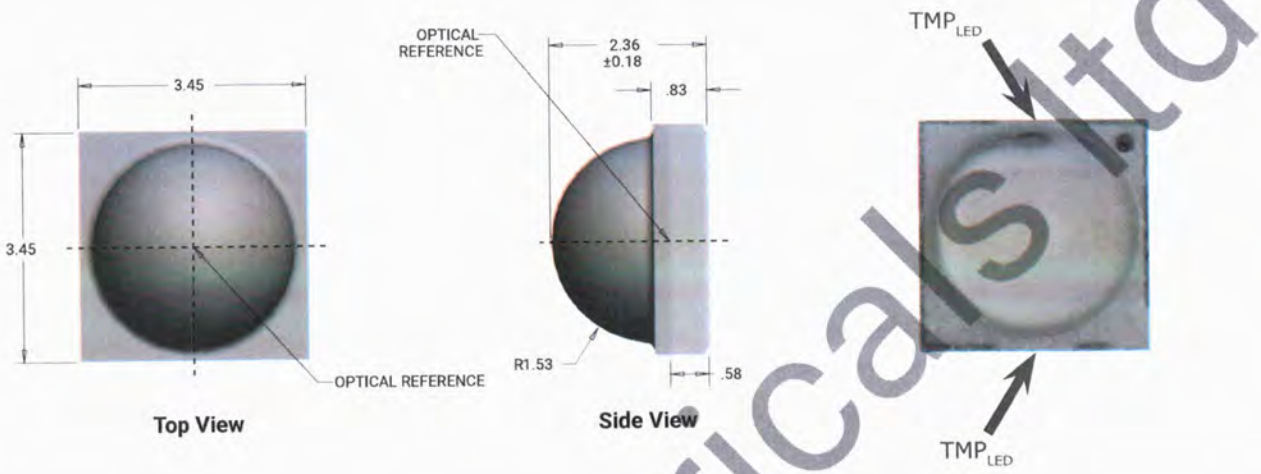
MECHANICAL DIMENSIONS & TEMPERATURE MEASUREMENT POINT

All measurements are ±.13 mm unless otherwise indicated.



The LED temperature measurement point (TMP_{LED}) should be measured on the PCB surface, as close to the LED's thermal pad as possible (shown in the picture above). It is not required to use a solder footprint for the thermal pad that is larger than the LED itself. In testing, Cree has found such a solder pad to have insignificant impact on the resulting temperature measurement. Either one of the two shown TMP_{LED} locations may be used and are equivalent to each other.

Bajaj Electricals ltd

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LED Luminaire

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-11)

Issued by : Bajaj Electricals Limited
Date : 08/12/2018

BAJAJ LUMINAIRES
Making the difference

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
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TEST REPORT DETAILS

Report Number: 18045-01	
Testing Agency:	Bajaj Electricals Limited
Type of Sample Tested:	LED Roadway Luminaire
Product Code:	BRLEP 55W LED V2 N
Brand:	Bajaj Luminaires
Product/Sample ID:	18045
Product/Sample Description:	LED 55W street light luminaire
Product Constructional Details:	Pressure die-cast aluminium housing with Epoxy powder coated
Mains Voltage :	240V AC
Driver Efficiency:	85%

Test Details:

- Light intensity distribution Measurement
- Total Lumen output Measurement
- Electrical Parameters Measurement

Document References/Standard:

- IES-LM-79-08 "Electrical and Photometric Measurements of Solid-State Lighting Products"
- IS : 16106-2012 "Method of Electrical and Photometric solid state lighting (LED) products"

Enclosures:

Prepared By:	Checked By:	Approved By:
Mr. Sunil Dmello		Mr. DVRS

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
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Electrical & Photometric Test Report

Testing Agency	Bajaj Electricals Limited		
Date of Testing	8/12/2018		
Name of Equipment used	Moving Mirror Gonio photometer		
Mirror Gonio Photometer	Lighting Science (Type C)		
Power Meter	YOKOGAWA 2533		
Measurement of uncertainty	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric Distance	14m		
Test Condition			
Ambient Temperature (in °C)	25 ± 2	Relative Humidity (in %)	50± 15
Test voltage (in Volts)	240 Vac	Frequency (in Hz)	50
Stabilization Time (hh:mm:ss)	00:35:00	Total operating time (hh:mm:ss)	01:20:00
Rated Performance Parameters (at 240VAC & 50Hz)			
Electrical		**Photometric**	
Rated Wattage (in Watts)	55W	**Rated Luminaire Efficacy (in lm/w)**	115
Rated Mains Current (in Amp)	0.24A	**Nominal CCT (K)**	5700
Power Factor	≥0.95	**Nominal CRI**	70
Harmonic Distortion Athd (in %)	<10	**Beam Angle (in degree)**	60° and 30°
Measured Performance Parameters			
Electrical		**Photometric**	
Supply Voltage (V) & Freq. (Hz)	240V & 50Hz	**Total Measured Lumen (lm)**	6320.2
Total Wattage (in Watts)	55.7	**Luminaire Efficacy (in lm/w)**	115.2
Mains Current (in Amp)	0.22A	**CCT**	5660
Power Factor	0.97	**CRI**	73.1
Harmonic Distortion - Athd (in %)	8.5%	**Beam Angle (in degree)**	64° x 31°
Photometric Measurement Data:			
Light Intensity Distribution (cd)		Refer to Page No. 3	
Zonal Flux Diagram(street)		Refer to Page No. 4	
IES File (Absolute cd)		Provided on request	
Approved By:		**Tested By:**	
Mr. DVRS		**Mr. Amith Shetty**	

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Bhanu Shankar Yagnik Marg,
Off Eastern Express Highway, Sion-East,
Mumbai, Maharashtra – 400 022
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

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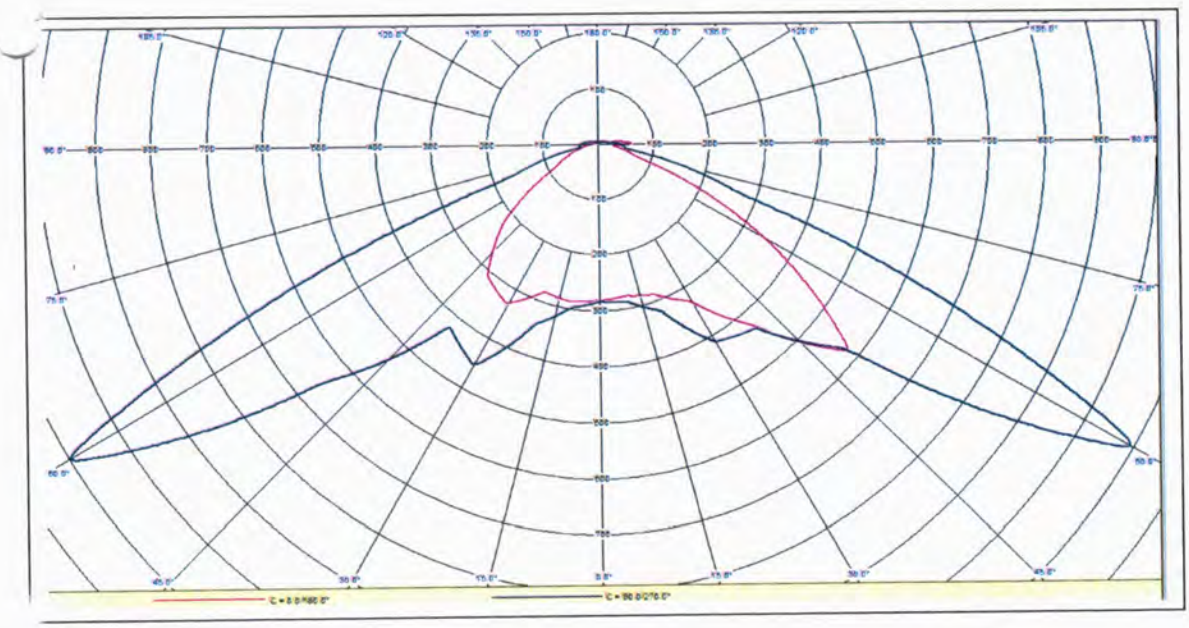
Light intensity Distribution Diagram (cd)-



Product Code	BRLEP 55W LED I N	Sample ID	18045

LED Luminaire

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-11)

Issued by : Bajaj Electricals Limited
Date : 06/12/2018

BAJAJ LUMINAIRES
Making the difference

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
Making the difference

TEST REPORT DETAILS

Report Number: 18041-01	
ing Agency:	Bajaj Electricals Limited
Type of Sample Tested:	LED Roadway Luminaire
Product Code:	BRTFG 110W LED WH A-DIM NS N
Brand:	Bajaj Luminaires
Product/Sample ID:	18041
Product/Sample Description:	LED 110W street light luminaire
Product Constructional Details:	Pressure die-cast aluminium housing with Epoxy powder coated
Operating Voltage Range:	150Vac to 300Vac
Driver Efficiency:	85%

Test Details:

- Light intensity distribution Measurement
- Total Lumen output Measurement
- Electrical Parameters Measurement

cument References/Standard:

- IES-LM-79-08 "Electrical and Photometric Measurements of Solid-State Lighting Products"
- IS : 16106-2012 "Method of Electrical and Photometric solid state lighting (LED) products"

Enclosures:

Prepared By:	Checked By:	Approved By:
Mr. Sunil Dmello		Mr. DVRS

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
Making the difference

TEST REPORT DETAILS

Report Number: 18041-01	
ing Agency:	Bajaj Electricals Limited
Type of Sample Tested:	LED Roadway Luminaire
Product Code:	BRTFG 110W LED WH A-DIM NS N
Brand:	Bajaj Luminaires
Product/Sample ID:	18041
Product/Sample Description:	LED 110W street light luminaire
Product Constructional Details:	Pressure die-cast aluminium housing with Epoxy powder coated
Operating Voltage Range:	150Vac to 300Vac
Driver Efficiency:	85%

Test Details:

- Light intensity distribution Measurement
- Total Lumen output Measurement
- Electrical Parameters Measurement

cument References/Standard:

- IES-LM-79-08 "Electrical and Photometric Measurements of Solid-State Lighting Products"
- IS : 16106-2012 "Method of Electrical and Photometric solid state lighting (LED) products"

Enclosures:

Prepared By:	Checked By:	Approved By:
Mr. Sunil Dmello		Mr. DVRS

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
Making the difference

Electrical & Photometric Test Report

Testing Agency	Bajaj Electricals Limited		
Date of Testing	06/12/2018		
Type of Equipment used	Moving Mirror Gonio photometer		
Mirror Gonio Photometer	Lighting Science (Type C)		
Power Meter	YOKOGAWA 2533		
Measurement of uncertainty	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric Distance	14m		
Test Condition			
Ambient Temperature (in °C)	25 ± 2	Relative Humidity (in %)	50± 15
Test voltage (in Volts)	240 Vac	Frequency (in Hz)	50
Stabilization Time (hh:mm:ss)	00:35:00	Total operating time (hh:mm:ss)	01:20:00
Rated Performance Parameters (at 240VAC & 50Hz)			
Electrical		**Photometric**	
Rated Wattage (in Watts)	110	**Rated Luminaire Efficacy (in lm/w)**	115
Rated Mains Current (in Amp)	460mA	**Nominal CCT (K)**	5700
Power Factor	≥0.95	**Nominal CRI**	70
Harmonic Distortion Athd (in %)	>10	**Beam Angle (in degree)**	60° and 30°
Measured Performance Parameters			
Electrical		**Photometric**	
Supply Voltage (V) & Freq. (Hz)	240V & 50Hz	**Total Measured Lumen (lm)**	12,980.4
Total Wattage (in Watts)	112.50	**Luminaire Efficacy (in lm/w)**	118
Mains Current (in Amp)	396mA	**CCT**	5785
Power Factor	0.96	**CRI**	72
Harmonic Distortion - Athd (in %)	7.6%	**Beam Angle (in degree)**	64° x 31°
Photometric Measurement Data:			
Light Intensity Distribution (cd)		Refer to Page No. 3	
Zonal Flux Diagram(street)		Refer to Page No. 4	
IES File (Absolute cd)		Provided on request	
Approved By:		**Tested By:**	
Mr. DVRS		**Mr. Sunil Dmello**	

Light intensity Distribution Diagram (cd)-

Bajaj Electricals Limited
601, Rustomjee Aspiree,
Mumbai - 400022
Maharashtra, India
E- mail- luminaires@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
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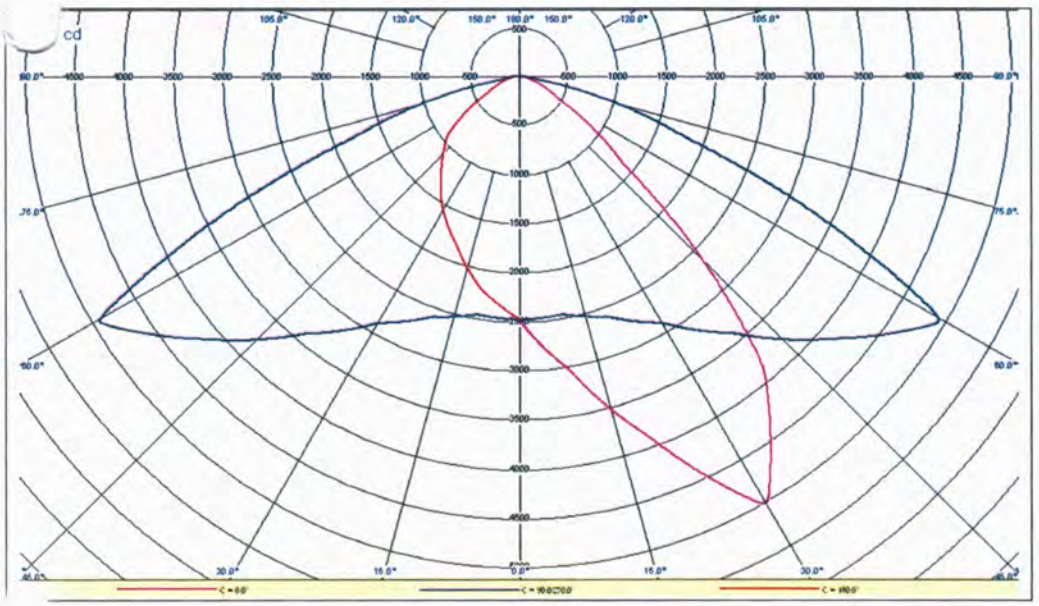

Product Code		BRTFG 110W LED WH A-DIM NS N	Sample ID	18041

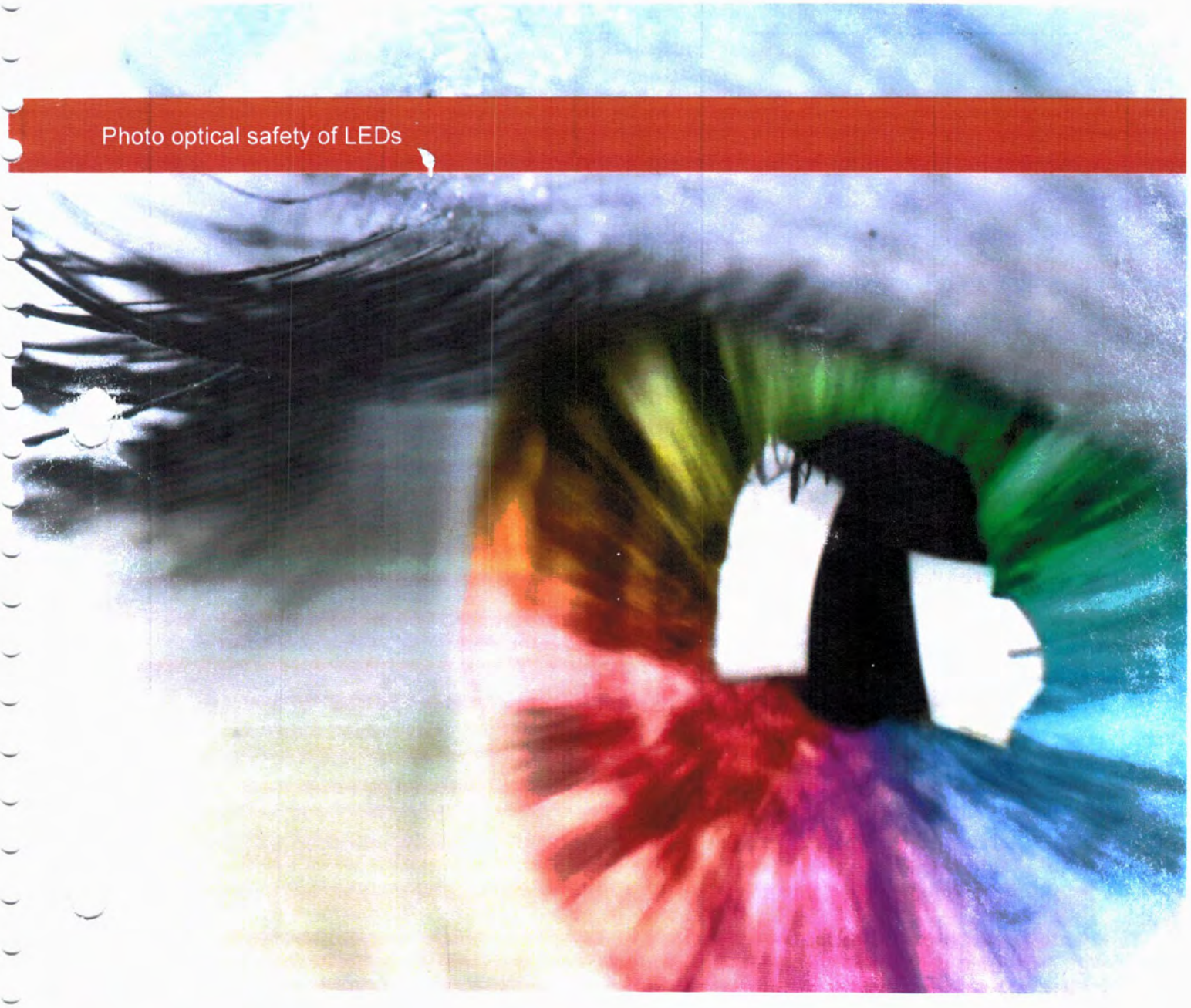

Photo biological safety test (IEC 62471:2006)

OSLON® SQUARE

OSRAM
Opto Semiconductors

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Further explanations:

Information: The information provided in this document consists of the list of individual LED types which are considered in the respective LED family.

Document: The document has the purpose to list the individual LED types which are considered in the respective LED family with respect to the photo optical safety.

Conditions: The photo optical safety tests according to IEC 62471:2006 have been conducted using the worst case LED type of the LED family. Therefore the less critical LED types are also grouped into the respective highest risk group determined by the worst case LED types.

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Test Report issued under the responsibility of:

DAkkS Deutsche Akkreditierungsstelle D-PL-17666-02-00

OSRAM

TEST REPORT
IEC 62471
Photobiological safety of lamps and lamp systems

Report Reference No.	:	205-15
Date of issue	:	17. August 2015
Total number of pages	:	16
Testing Laboratory	:	**Central Laboratory for Light Measurements**
Address	:	OSRAM GmbH, CI ANM CLM Berliner Allee 65; 86153 Augsburg, Germany
Applicant's name	:	Yeap, Sang Yee Jacqueline OS SSL AE (SSL Application Engineering)
Address	:	OSRAM Opto Semiconductors (MY) Sdn. Bhd. Bayan Lepas Free Industr. Zone Phase 1 - Pen 3 11900 Penang Malaysia
Test specification:		
Standard	:	IEC 62471:2006 (ed.1)
Test procedure	:	N/A
Non-standard test method	:	N/A
Test Report Form No.	:	IEC62471A
TRF Originator	:	**VDE** Testing and Certification Institute
Master TRF	:	Dated 2009-05

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This report is not valid as a CB Test Report unless signed by an approved CB Testing Laboratory and appended to a CB Test Certificate issued by an NCB in accordance with IECEE 02.

Test item description	:	OSLON SQUARE
Trade Mark	:	OSRAM
Manufacturer	:	OSRAM Opto Semiconductors
Model/Type reference	:	GW CSSRM1.PC
Ratings	:	1800 mA DC (max. current)

Testing procedure and testing location:	
☒ **Testing Laboratory**:	**Central Laboratory for Light Measurements**
Testing location/ address.....:	OSRAM GmbH, CI ANM CLM Berliner Allee 65; 86153 Augsburg, Germany
	DAkkS Deutsche Akkreditierungsstelle D-PL-17666-02-00
Tested by (name + signature) .....:	Axel Gurel
Approved by (+ signature).....:	Dr. Werner Jordan
☐ Testing procedure: TMP	
Tested by (name + signature) .....:	
Approved by (+ signature).....:	
Testing location/ address.....:	
☐ Testing procedure: WMT	
Tested by (name + signature) .....:	
Witnessed by (+ signature).....:	
Approved by (+ signature).....:	
Testing location/ address.....:	
☐ Testing procedure: SMT	
Tested by (name + signature) .....:	
Approved by (+ signature).....:	
Supervised by (+ signature) .....:	
Testing location/ address..... :	
☐ Testing procedure: RMT	
Tested by (name + signature) .....:	
Approved by (+ signature).....:	
Supervised by (+ signature) .....:	
Testing location/ address.....:	

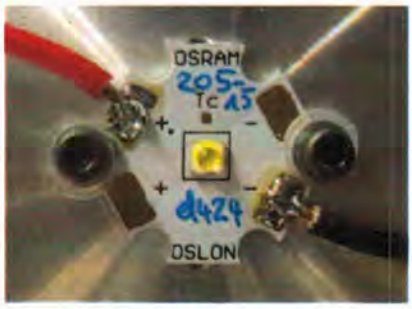
Summary of testing:

Tests performed (name of test and test clause):	**Testing location:**
Test was performed according to clause 5 MEASUREMENT OF LAMPS AND LAMP SYSTEMS of IEC 62471:2006 (ed.1) Test results: - OSLON SQUARE GW CSSRM1.PC: • **RG1, low risk @ > 0,5m at max. current** • Blue light hazard L_B < 10000 $W \cdot m^{-2} \cdot sr^{-1}$ • Threshold illuminance at 750lx • RG2 @ 200mm distance	**Central Laboratory for Light Measurements** OSRAM GmbH, CI ANM CLM Berliner Allee 65; 86153 Augsburg, Germany

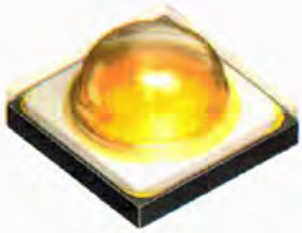
Summary of compliance with National Differences:

Note: EN Group Differences together with National Differences and Special National Conditions, if any, are in the Appendix to the main body of this TRF.

Copy of marking plate / product picture:







object no. d424

The above label may show a draft of an artwork for making plate pending approval by National Certification Bodies and it shall not be affixed to products prior to such an approval.

Test item particulars ..... :	
Tested lamp ..... :	☒ continuous wave lamps ☐ pulsed lamps
Tested lamp system ..... :	OSLON SQUARE GW CSSRM1.PC
Lamp classification group ..... :	☐ exempt ☒ risk 1*) ☒ risk 2**) ☐ risk 3
Lamp cap ..... :	N/A
Bulb ..... :	N/A
Rated of the lamp ..... :	max. 1800mA DC
Furthermore marking on the lamp ..... :	N/A
Seasoning of lamps according IEC standard ..... :	N/A
Used measurement instrument ..... :	See list of measurement equipment on page 15
Temperature by measurement ..... :	25°C +/- 2K
Information for safety use ..... :	*) at a distance >0,5m (@ max. current) or at a threshold illuminance less than 750lx **) @ 200mm distance

Possible test case verdicts:

- test case does not apply to the test object ..... : N/A
- test object does meet the requirement ..... : P (Pass)
- test object does not meet the requirement ..... : F (Fail)

Testing:

Date of receipt of test item ..... : 04.07.2015

Date (s) of performance of tests ..... : 11.08.2015

General remarks:

Explanatory statement:

The measurement was performed at maximum current in steady state. The measurement result for blue light hazard is L_B = 56,7 kW•m^{-2}•sr^{-1} at a distance of 200mm (measuring aperture 11mrad).
For RG1 the distance should be more than 0,5m or at a threshold illuminance less than 750lx.

This report represents the highest available CCT and covers the whole product family.

(for detailed results see page 16)

This report shall not be reproduced, except in full, without the written approval of the Issuing testing laboratory.
"(See Enclosure #)" refers to additional information appended to the report.
"(See appended table)" refers to a table appended to the report.
Throughout this report a comma is used as the decimal separator.
List of test equipment must be kept on file and available for review.

Note: EN Group Differences together with National Differences and Special National Conditions, if any, are in the Appendix to the main body of this TRF.

Factory (for information only)

Name ..... : OSRAM Opto Semiconductors

Address ..... : Penang, Malaysia

General product information:

UV- and IR radiation of visible LED products can be neglected!

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict
4	**EXPOSURE LIMITS**		
4.1	General		
	The exposure limits in this standard is not less than 0,01 ms and not more than any 8-hour period and should be used as guides in the control of exposure		*P*
	Detailed spectral data of a light source are generally required only if the luminance of the source exceeds 10^4 cd·m^{-2}	see clause 4.3	*P*
4.3	Hazard exposure limits		
4.3.1	Actinic UV hazard exposure limit for the skin and eye	*No relevant radiation emission below 400 nm (white LED)*	*N/A*
	The exposure limit for effective radiant exposure is 30 J·m^{-2} within any 8-hour period		*N/A*
	To protect against injury of the eye or skin from ultraviolet radiation exposure produced by a broad-band source, the effective integrated spectral irradiance , E_S, of the light source shall not exceed the levels defined by:		*N/A*
	$E_s \cdot t = \sum_{200}^{400} \sum_{t} E_\lambda(\lambda,t) \cdot S_{UV}(\lambda) \cdot \Delta t \cdot \Delta\lambda \le 30$ J·m^{-2}		*N/A*
	The permissible time for exposure to ultraviolet radiation incident upon the unprotected eye or skin shall be computed by:		*N/A*
	$t_{max} = \frac{30}{E_s}$ s		*N/A*
4.3.2	Near-UV hazard exposure limit for eye		
	For the spectral region 315 nm to 400 nm (UV-A) the total radiant exposure to the eye shall not exceed 10000 J·m^{-2} for exposure times less than 1000 s. For exposure times greater than 1000 s (approximately 16 minutes) the UV-A irradiance for the unprotected eye, E_{UVA}, shall not exceed 10 W·m^{-2}.	*No relevant radiation emission below 400 nm (white LED)*	*N/A*
	The permissible time for exposure to ultraviolet radiation incident upon the unprotected eye for time less than 1000 s, shall be computed by:		*N/A*
	$t_{max} \le \frac{10\,000}{E_{UVA}}$ s		*N/A*
4.3.3	Retinal blue light hazard exposure limit		
	To protect against retinal photochemical injury from chronic blue-light exposure, the integrated spectral radiance of the light source weighted against the blue-light hazard function, B(λ), i.e., the blue-light weighted radiance , L_B, shall not exceed the levels defined by:	*RG1 – low risk >0,5m @ (max. current)*	*P*

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict
	$L_B \cdot t = \sum_{300}^{700} \sum_{t} L_\lambda(\lambda,t) \cdot B(\lambda) \cdot \Delta t \cdot \Delta\lambda \le 10^6$ $J \cdot m^{-2} \cdot sr^{-1}$	for $t \le 10^4$ s	*P*
	$L_B = \sum_{300}^{700} L_\lambda \cdot B(\lambda) \cdot \Delta\lambda \le 100$ $W \cdot m^{-2} \cdot sr^{-1}$	for $t > 10^4$ s	*N/A*
4.3.4	Retinal blue light hazard exposure limit – small source		*N/A*
	Thus the spectral irradiance at the eye E_λ, weighted against the blue-light hazard function B(λ) shall not exceed the levels defined by:	see table 4.2	
	$E_B \cdot t = \sum_{300}^{700} \sum_{t} E_\lambda(\lambda,t) \cdot B(\lambda) \cdot \Delta t \cdot \Delta\lambda \le 100$ $J \cdot m^{-2}$	for t ≤ 100 s	*N/A*
	$E_B = \sum_{300}^{700} E_\lambda \cdot B(\lambda) \cdot \Delta\lambda \le 1$ $W \cdot m^{-2}$	for t > 100 s	*N/A*
4.3.5	Retinal thermal hazard exposure limit		
	To protect against retinal thermal injury, the integrated spectral radiance of the light source, L_λ, weighted by the burn hazard weighting function $R(\lambda)$ (from Figure 4.2 and Table 4.2), i.e., the burn hazard weighted radiance, shall not exceed the levels defined by:	*Permissible blue light exposure time larger than 10s => retinal thermal hazard can be neglected (IEC 62471, clause 3.4.)*	*N/A*
	$L_R = \sum_{380}^{1400} L_\lambda \cdot R(\lambda) \cdot \Delta\lambda \le \frac{50\,000}{\alpha \cdot t^{0,25}}$ $W \cdot m^{-2} \cdot sr^{-1}$	(10 µs ≤ t ≤ 10 s)	*N/A*
4.3.6	Retinal thermal hazard exposure limit – weak visual stimulus		
	For an infrared heat lamp or any near-infrared source where a weak visual stimulus is inadequate to activate the aversion response, the near infrared (780 nm to 1400 nm) radiance, L_{IR}, as viewed by the eye for exposure times greater than 10 s shall be limited to:	*No relevant radiation emission above 780 nm (white LED)*	*N/A*
	$L_{IR} = \sum_{780}^{1400} L_\lambda \cdot R(\lambda) \cdot \Delta\lambda \le \frac{6\,000}{\alpha}$ $W \cdot m^{-2} \cdot sr^{-1}$	t > 10 s	*N/A*
4.3.7	Infrared radiation hazard exposure limits for the eye		
	The avoid thermal injury of the cornea and possible delayed effects upon the lens of the eye (cataractogenesis), ocular exposure to infrared radiation, E_{IR}, over the wavelength range 780 nm to 3000 nm, for times less than 1000 s, shall not exceed:	*No relevant radiation emission above 780 nm (white LED)*	*N/A*
	$E_{IR} = \sum_{780}^{3\,000} E_\lambda \cdot \Delta\lambda \le 18\,000 \cdot t^{-0,75}$ $W \cdot m^{-2}$	t ≤ 1000 s	*N/A*
	For times greater than 1000 s the limit becomes:		

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict
	$E_{IR} = \sum_{780}^{3000} E_\lambda \cdot \Delta\lambda \le 100 \quad W \cdot m^{-2}$	t > 1000 s	*N/A*
4.3.8	Thermal hazard exposure limit for the skin		
	Visible and infrared radiant exposure (380 nm to 3000 nm) of the skin shall be limited to:		
	$E_H \cdot t = \sum_{380}^{3000} \sum_{t} E_\lambda(\lambda,t) \cdot \Delta t \cdot \Delta\lambda \le 20\,000 \cdot t^{0,25} \quad J \cdot m^{-2}$	*No relevant radiation emission to cause thermal hazard for the skin (white LED)*	*N/A*
5	**MEASUREMENT OF LAMPS AND LAMP SYSTEMS**		
5.1	Measurement conditions		
	Measurement conditions shall be reported as part of the evaluation against the exposure limits and the assignment of risk classification.		*P*
5.1.1	Lamp ageing (seasoning)		
	Seasoning of lamps shall be done as stated in the appropriate IEC lamp standard.	*No seasoning in appropriate LED module standards required*	*N/A*
5.1.2	Test environment		
	For specific test conditions, see the appropriate IEC lamp standard or in absence of such standards, the appropriate national standards or manufacturer's recommendations.	*Type test at 25°C +/-2K ambient temperature, according to LED module safety standard IEC 62031 Ed. 1 2008-01*	*P*
5.1.3	Extraneous radiation		
	Careful checks should be made to ensure that extraneous sources of radiation and reflections do not add significantly to the measurement results.	*The optical measurement setup is placed in special black painted housing and shielded with baffles*	*P*
5.1.4	Lamp operation		
	Operation of the test lamp shall be provided in accordance with:		
	– the appropriate IEC lamp standard, or		*N/A*
	– the manufacturer' s recommendation		*P*
5.1.5	Lamp system operation		
	The power source for operation of the test lamp shall be provided in accordance with:		
	– the appropriate IEC standard, or		*N/A*
	– the manufacturer' s recommendation	*Operation at rated current*	*P*
5.2	Measurement procedure		
5.2.1	Irradiance measurements		
	Minimum aperture diameter 7mm.		*N/A*
	Maximum aperture diameter 50 mm.		*N/A*

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict
	The measurement shall be made in that position of the beam giving the maximum reading.	*No irradiance measurements performed*	*N/A*
	The measurement instrument is adequate calibrated.		*N/A*
5.2.2	Radiance measurements		
5.2.2.1	Standard method		
	The measurements made with an optical system.	*see equipment list*	*P*
	The instrument shall be calibrated to read in absolute radiant power per unit receiving area and per unit solid angle to acceptance averaged over the field of view of the instrument.		*P*
5.2.2.2	Alternative method		
	Alternatively to an imaging radiance set-up, an irradiance measurement set-up with a circular field stop placed at the source can be used to perform radiance measurements.		*N/A*
5.2.3	Measurement of source size		
	The determination of α, the angle subtended by a source, requires the determination of the 50% emission points of the source.	*See luminance image*	*P*
5.2.4	Pulse width measurement for pulsed sources		
	The determination of Δt, the nominal pulse duration of a source, requires the determination of the time during which the emission is > 50% of its peak value.		*N/A*
5.3	Analysis methods		
5.3.1	Weighting curve interpolations		
	To standardize interpolated values, use linear interpolation on the log of given values to obtain intermediate points at the wavelength intervals desired.	see table 4.1	*P*
5.3.2	Calculations		
	The calculation of source hazard values shall be performed by weighting the spectral scan by the appropriate function and calculating the total weighted energy.		*P*
5.3.3	Measurement uncertainty		
	The quality of all measurement results must be quantified by an analysis of the uncertainty.	see Annex C in the norm	*P*

6	**LAMP CLASSIFICATION**		
	For the purposes of this standard it was decided that the values shall be reported as follows:	see table 6.1	

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict
	– for lamps intended for general lighting service, the hazard values shall be reported as either irradiance or radiance values at a distance which produces an illuminance of 500 lux, but not at a distance less than 200 mm		*N/A*
	– for all other light sources, including pulsed lamp sources, the hazard values shall be reported at a distance of 200 mm	*Object classification at a distance of 200mm*	*P*
6.1	Continuous wave lamps		
6.1.1	Except Group		
	In the except group are lamps, which does not pose any photobiological hazard. The requirement is met by any lamp that does not pose:		
	– an actinic ultraviolet hazard (E_S) within 8-hours exposure (30000 s), nor		*N/A*
	– a near-UV hazard (E_{UVA}) within 1000 s, (about 16 min), nor		*N/A*
	– a retinal blue-light hazard (L_B) within 10000 s (about 2,8 h), nor		*N/A*
	– a retinal thermal hazard (L_R) within 10 s, nor		*N/A*
	– an infrared radiation hazard for the eye (E_{IR}) within 1000 s		*N/A*
6.1.2	Risk Group 1 (Low-Risk)		
	In this group are lamps, which exceeds the limits for the except group but that does not pose:		
	– an actinic ultraviolet hazard (E_S) within 10000 s, nor		*N/A*
	– a near ultraviolet hazard (E_{UVA}) within 300 s, nor		*N/A*
	– a retinal blue-light hazard (L_B) within 100 s, nor		*P*
	– a retinal thermal hazard (L_R) within 10 s, nor		*N/A*
	– an infrared radiation hazard for the eye (E_{IR}) within 100 s		*N/A*
	Lamps that emit infrared radiation without a strong visual stimulus and do not pose a near-infrared retinal hazard (L_{IR}), within 100 s are in Risk Group 1.		*N/A*
6.1.3	Risk Group 2 (Moderate-Risk)		
	This requirement is met by any lamp that exceeds the limits for Risk Group 1, but that does not pose:		
	– an actinic ultraviolet hazard (E_S) within 1000 s exposure, nor		*N/A*
	– a near ultraviolet hazard (E_{UVA}) within 100 s, nor		*N/A*
	– a retinal blue-light hazard (L_B) within 0,25 s (aversion response), nor		*P*

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict
	– a retinal thermal hazard (L_R) within 0,25 s (aversion response), nor		*N/A*
	– an infrared radiation hazard for the eye (E_{IR}) within 10 s		*N/A*
	Lamps that emit infrared radiation without a strong visual stimulus and do not pose a near-infrared retinal hazard (L_{IR}), within 10 s are in Risk Group 2.		*N/A*
6.1.4	Risk Group 3 (High-Risk)		
	Lamps which exceeds the limits for Risk Group 2 are in Group 3.		*N/A*
6.2	Pulsed lamps		
	Pulse lamp criteria shall apply to a single pulse and to any group of pulses within 0,25 s.		*N/A*
	A pulsed lamp shall be evaluated at the highest nominal energy loading as specified by the manufacturer.		*N/A*
	The risk group determination of the lamp being tested shall be made as follows:		
	– a lamp that exceeds the exposure limit shall be classified as belonging to Risk Group 3 (High-Risk)		*N/A*
	– for single pulsed lamps, a lamp whose weighted radiant exposure or weighted radiance does is below the EL shall be classified as belonging to the Exempt Group		*N/A*
	– for repetitively pulsed lamps, a lamp whose weighted radiant exposure or weighted radiance dose is below the EL, shall be evaluated using the continuous wave risk criteria discussed in clause 6.1, using time averaged values of the pulsed emission		*N/A*

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict

Table 4.1	Spectral weighting function for assessing ultraviolet hazards for skin and eye		
Wavelength[1] λ, nm	**UV hazard function $S_{uv}(\lambda)$**	**Wavelength λ, nm**	**UV hazard function $S_{uv}(\lambda)$**
200	0,030	313*	0,006
205	0,051	315	0,003
210	0,075	316	0,0024
215	0,095	317	0,0020
220	0,120	318	0,0016
225	0,150	319	0,0012
230	0,190	320	0,0010
235	0,240	322	0,00067
240	0,300	323	0,00054
245	0,360	325	0,00050
250	0,430	328	0,00044
254*	0,500	330	0,00041
255	0,520	333*	0,00037
260	0,650	335	0,00034
265	0,810	340	0,00028
270	1,000	345	0,00024
275	0,960	350	0,00020
280*	0,880	355	0,00016
285	0,770	360	0,00013
290	0,640	365*	0,00011
295	0,540	370	0,000093
297*	0,460	375	0,000077
300	0,300	380	0,000064
303*	0,120	385	0,000053
305	0,060	390	0,000044
308	0,026	395	0,000036
310	0,015	400	0,000030

[1] Wavelengths chosen are representative: other values should be obtained by logarithmic interpolation at intermediate wavelengths.
* Emission lines of a mercury discharge spectrum.

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict

Table 4.2	Spectral weighting functions for assessing retinal hazards from broadband optical sources	

Wavelength nm	**Blue-light hazard function B (λ)**	**Burn hazard function R (λ)**
300	0,01	
305	0,01	
310	0,01	
315	0,01	
320	0,01	
325	0,01	
330	0,01	
335	0,01	
340	0,01	
345	0,01	
350	0,01	
355	0,01	
360	0,01	
365	0,01	
370	0,01	
375	0,01	
380	0,01	0,1
385	0,013	0,13
390	0,025	0,25
395	0,05	0,5
400	0,10	1,0
405	0,20	2,0
410	0,40	4,0
415	0,80	8,0
420	0,90	9,0
425	0,95	9,5
430	0,98	9,8
435	1,00	10,0
440	1,00	10,0
445	0,97	9,7
450	0,94	9,4
455	0,90	9,0
460	0,80	8,0
465	0,70	7,0
470	0,62	6,2
475	0,55	5,5
480	0,45	4,5
485	0,40	4,0
490	0,22	2,2
495	0,16	1,6
500-600	$10^{[(450-\lambda)/50]}$	1,0
600-700	0,001	1,0
700-1050		$10^{[(700-\lambda)/500]}$
1050-1150		0,2
1150-1200		$0{,}2\cdot 10^{0,02(1150-\lambda)}$
1200-1400		0,02

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict

Table 5.4	Summary of the ELs for the surface of the skin or cornea (irradiance based values)				
Hazard Name	**Relevant equation**	**Wavelength range nm**	**Exposure duration sec**	**Limiting aperture rad (deg)**	**EL in terms of constant irradiance $W \cdot m^{-2}$**
Actinic UV skin & eye	$E_S = \sum E_\lambda \cdot S(\lambda) \cdot \Delta\lambda$	200 – 400	< 30000	1,4 (80)	30/t
Eye UV-A	$E_{UVA} = \sum E_\lambda \cdot \Delta\lambda$	315 – 400	≤1000 >1000	1,4 (80)	10000/t 10
Blue-light small source	$E_B = \sum E_\lambda \cdot B(\lambda) \cdot \Delta\lambda$	300 – 700	≤100 >100	< 0,011	100/t 1,0
Eye IR	$E_{IR} = \sum E_\lambda \cdot \Delta\lambda$	780 –3000	≤1000 >1000	1,4 (80)	$18000/t^{0,75}$ 100
Skin thermal	$E_H = \sum E_\lambda \cdot \Delta\lambda$	380 – 3000	< 10	2π sr	$20000/t^{0,75}$

Table 5.5	Summary of the ELs for the retina (radiance based values)				
Hazard Name	**Relevant equation**	**Wavelength range nm**	**Exposure duration sec**	**Field of view radians**	**EL in terms of constant radiance $W \cdot m^{-2} \cdot sr^{-1}$)**
Blue light	$L_B = \sum L_\lambda \cdot B(\lambda) \cdot \Delta\lambda$	300 – 700	0,25 – 10 10-100 100-10000 ≥ 10000	$0,011 \cdot \sqrt{(t/10)}$ 0,011 $0,0011 \cdot \sqrt{t}$ 0,1	$10^8/t$ $10^6/t$ $10^6/t$ 100
Retinal thermal	$L_R = \sum L_\lambda \cdot R(\lambda) \cdot \Delta\lambda$	380 – 1400	< 0,25 0,25 – 10	0,0017 $0,011 \cdot \sqrt{(t/10)}$	$50000/(\alpha \cdot t^{0,25})$ $50000/(\alpha \cdot t^{0,25})$
Retinal thermal (weak visual stimulus)	$L_{IR} = \sum L_\lambda \cdot R(\lambda) \cdot \Delta\lambda$	780 – 1400	> 10	0,011	$6000/\alpha$

IEC 62471			
Clause	Requirement – Test	Result – Remark	Verdict

Table 6.1	Emission limits for risk groups of continuous wave lamps									
Risk	Action spectrum	Symbol	Units	Emission Measurement					
				Exempt		Low risk		Mod risk	
				Limit	Result	Limit	Result	Limit	Result
Actinic UV	$S_{UV}(\lambda)$	E_s	$W \cdot m^{-2}$	0,001	*N/A*	0,003	*N/A*	0,03	*N/A*
Near UV		E_{UVA}	$W \cdot m^{-2}$	10	*N/A*	33	*N/A*	100	*N/A*
Blue light	B(λ)	L_B	$W \cdot m^{-2} \cdot sr^{-1}$	100	*N/A*	10000	***< 10 000 @ > 0,5m***	4000000	*56 700 @ 200 mm*
Blue light, small source	B(λ)	E_B	$W \cdot m^{-2}$	1,0*	*N/A*	1,0	*N/A*	400	*N/A*
Retinal thermal	R(λ)	L_R	$W \cdot m^{-2} \cdot sr^{-1}$	28000/α	*N/A*	28000/α	*N/A*	71000/α	*N/A*
Retinal thermal, weak visual stimulus**	R(λ)	L_{IR}	$W \cdot m^{-2} \cdot sr^{-1}$	6000/α	*N/A*	6000/α	*N/A*	6000/α	*N/A*
IR radiation, eye		E_{IR}	$W \cdot m^{-2}$	100	*N/A*	570	*N/A*	3200	*N/A*

* Small source defined as one with α < 0,011 radian. Averaging field of view at 10000 s is 0,1 radian.
** Involves evaluation of non-GLS source

Furthermore remarks:

- List of measurement equipment

Manufacturer	*Type*	*Serial no.*	*Calib.valid*
Gigahertz	*FEL 1000W spectral irradiance tungsten halogen lamp*	*BN-9101-263*	*6/16*
OSRAM	*Wi 17G spectral radiance tungsten ribbon lamp*	*81-02-1*	*6/16*
Instrument Systems	*Compact Array Spectrometer - CAS 140 CT*	*44314208*	**)*
Instrument Systems	*Radiance setup - TOP 200*	*01420108*	**)*
Instrument Systems	*Compact Array Spectrometer - CAS 140 CT*	*1628142*	**)*
Instrument Systems	*Irradiance setup - EOP 7mm entrance aperture*	*1628142E1*	**)*
TechnoTeam	*Radiance camera - LMK*	*DXM2141*	**)*
Gigahertz Optic	*Photometer head PD-9304-1_PD-93VL*	*16792*	**)*
Keithley	*Digital-Multimeter 2000*	*1110633*	*8/16*
Keithley	*Digital-Multimeter 2000*	*0947882*	*8/16*
Burster	*1282 – High Precision Shunt Resistor 100 mΩ*	*351077*	*11/15*
Testo	*Temperature Data Logger 177-H1*	*00850609/307*	*2/16*
BMI	*Steel measuring tape 20mx13mm GKI.:2*	*38*	*7/16*

**) instruments calibrated by standard lamps (see above)*

All standard lamps are traceable to the German NMI: Physikalisch Technische Bundesanstalt

Central Laboratory for Light Measurements

OSRAM

enclosure 1 to report **205-15**

Blue Light / Retinal Thermal Hazard classification of OSLON SQUARE no. d424

Test information and classification

measured system voltage	3,12 V DC
measured current	1,80 A
measured system power	5,62 W
temperature 25°C	thermally stabilized
burning position	as depicted
CCT	9845 K
BLH (11 mrad @ 200 mm)	**56,7 kW/(m²sr)**
BLH (100 mrad @ 200mm)	**0,75 kW/(m²sr)**

emission limits according to EN 62471

BLH emission limit RG2 4.0 MW/m²sr

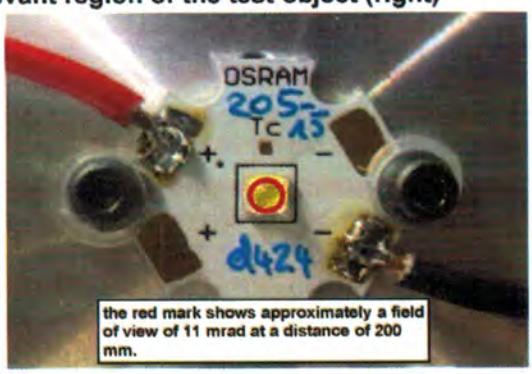
risk group classification	RG 0	RG 1	RG 2	RG 3
			x	

RG1 for a distance larger than 500mm



Local BLH radiance distribution (left) and relevant region of the test object (right)



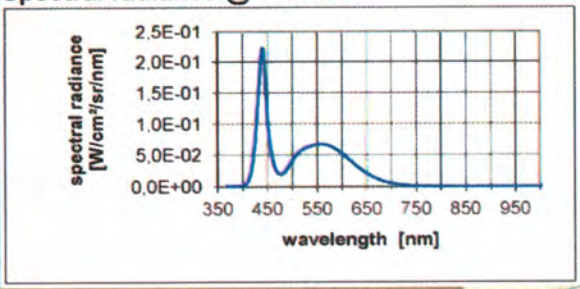


The corresponding blue light/retinal thermal effective radiance values and exposure limits are given below.
maximum permissible BLH dose (EN 62471): 1 MJ/(m²sr)

region no. and field of view α	distance d	condition	diameter D	luminance L_V	**blue light radiance L_B**	**exp. limit t_{max}**
[1]: 1,7 mrad @	200 mm		0,34 mm	52,9 Mcd/m²	**87,7 kW/m²sr**	**11 s**
[2]: 11 mrad @	200 mm		2,2 mm	42,0 Mcd/m²	**56,7 kW/m²sr**	**18 s**
[3]: 100 mrad @	200 mm		20 mm	0,57 Mcd/m²	**0,75 kW/m²sr**	**1335 s**
[5]: RG1/2 limit 11mrad @	≈ 0,486 m	E_thr = 767 lx	5,3 mm	7,7 Mcd/m²	**10,0 kW/m²sr**	**100 s**

RTH: The maximum exposure time in 1,7 mrad (region [1]) is longer than 10 s. The retinal thermal hazard is negligible.

Spectral radiance @ 11mrad



position of the spectral measurement: (see crosshairs)



LED Family:
OSLON® SQUARE
Corresponding photo biological safety report:
205-15

LED	Test Status	Highest Brightness	Exempt Group	Risk Group 1	Risk Group 2
GW CSSRM1.PC	Tested Device	359lm			x
GW CSSRM1.PM	Covered Device	359lm			x
GW CSSRM1.EC	Covered Device	280lm			x
GW CSSRM1.CC	Covered Device	240lm			x
GW CSHPM1.EM	Covered Device	140lm			x
GW CSHPM1.CM	Covered Device	112lm			x
GW CS8PM1.EM	Covered Device	140lm			x
GW CS8PM1.CM	Covered Device	112lm			x
GW CSSRM1.BM	Covered Device	224lm			X
GW CSSRM2.PM	Covered Device	330lm			x

This Risk group assessment shall only be used in combination with the eye safety report according to IEC 62471:2006.

OSRAM Opto Semiconductors

END OF DOCUMENT

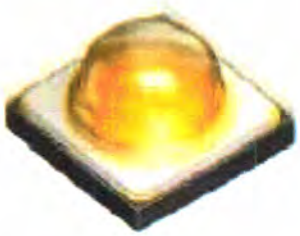
Light is OSRAM

OSRAM
Opto Semiconductors

OSLON Square®
White (CCT 2400 K – 6500 K)

IES LM-80-08 Test Report

Test Documentation No.: 160100W3 (Doc. No. 140003W13) – 1st September 2016



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Document Information

Testing Laboratories

Testing Laboratory I

Osram Opto Semiconductors GmbH
Reliability Engineering Test & Analysis Laboratory
Leibnizstraße 4,
93055 Regensburg

Accreditation by DAkkS – No.: D-PL-12130-01-01

DAkkS
Deutsche
Akkreditierungsstelle
D-PL-12130-01-01

http://www.osram-os.com/media/resource/HRES/544109/[illegible].pdf

Testing Laboratory II

Osram Opto Semiconductors (Malaysia) Sdn. Bhd.
Reliability Engineering Test & Analysis Laboratory
Bayan Lepas Free Industrial Zone,
11900 Penang

Accreditation by DAkkS – No.: D-PL-19681-01-00

DAkkS
Deutsche
Akkreditierungsstelle
D-PL-19681-01-00

http://www.osram-os.com/media/resource/HRES/511891/1382448/d-pl-19681-01-00-certificat.pdf

Customer Information

OSRAM Opto Semiconductors (Malaysia) Sdn. Bhd.
Business Segment SSL
Bayan Lepas Free Industrial Zone, 11900 Penang

Document Data

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Conclusion

All tests have been performed according to the specified requirements described in IES LM-80-08. The results relate only to the listed amount of tested samples.

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Confirmation

Test report prepared by	Test report approved by
Chen Kiat Pang	Christina Wenssuer
Technical Coordinator LM-80 (Testing Laboratory II)	Technical Coordinator LM-80 (Testing Laboratory I)

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Disclaimer

Please carefully read the below terms and conditions before using the information.
If you do not agree with any of these terms and conditions, do not use the information.

The information contained in this document does not constitute an independent warranty. The committed behavior is described in the Product data sheet.

Further explanations:
Data: The Data used in this Document consider the reliability test results under the mentioned driving conditions only. For Product information on the maximum operating conditions please refer to the Product data sheet or contact your local sales partner.
Conditions: The conditions for the generation of the data are as follows:
1. The Data and curves shown in this Document are based on experiments carried out under laboratory conditions on a random sample size of LED with readouts at discrete readout times (where applicable). Thus, the Data above represent a limited number of production lots only and may differ between different assembly lots over time (including chip or package changes). Thus, the behavior of the LED in the final application may differ from the Data. The behavior of the LED at conditions or readout times deviating from those stated above may not be deduced from the Data.
2. For long term operation additional failure modes of the chip or package can occur which are not shown in this Document.
3. Possible differences in the thermal management of OSRAM OS and customer's setup may lead to a different aging behavior.
4. The lifetime projection data presented in this Document has been evaluated in accordance with the lifetime extrapolation method described and defined in IES TM-21-11. The lifetime projection is based on the Data shown in this Document. The Data had been collected and assembled according to IES LM-80-08.

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Test Report

1. Number of LED light sources tested

75 randomly selected samples from mass production.

2. Description of LED light sources

Devices tested

- OSLON Square GW CSSRM1.EC with CCT 3000 K

3. Description of auxiliary equipment

Devices are soldered to metal-core PCB and mounted in a thermal chamber on hot-plates to maintain the desired solder-point temperature. Reliability test boards are removed from the thermal chamber to cool down to room temperature for electrical and optical characterization.
Soldering equipment: Heller 1812 MKIII,
Stress equipment: Customized thermal chambers,
Electrical characterization: Keithley 2425-C controlled by customized software,
Measurement equipment: Integrating sphere/spectroradiometer: Instrument systems CAS140CT

4. Operating cycle

The devices are tested at constant solder-point temperature and constant direct current.

5. Ambient conditions including airflow, temperature and relative humidity

Boards with devices under test are operated on controlled thermal plates in an oven with controlled environmental conditions according to section 4.4 of LM-80-08. Case temperature is controlled within -2 °C; ambient temperature in the oven is controlled within -5 °C of case temperature; humidity is below 65 % r.H. and airflow is minimized (not forced) in the oven.
The ambient temperature during lumen and chromaticity measurements is set to 25 ± 2 °C.

6. Case temperature (test point temperature)

The devices under test are operated at three constant case temperatures of 55 °C, 85 °C and 105 °C. The test point temperature at device is marked in the isometric view graph on page 8.

7. Drive current of the LED light source during lifetime test

The devices under test are operated at constant forward current. The operating current is listed in the test data tables.

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8. Initial luminous flux and forward voltage at photometric measurement current

Please refer to the test data tables on pages 10 – 12.

9. Lumen maintenance data for each individual LED light source

Please refer to the test data tables on pages 10 - 12.

10. Observation of LED light source failures including the failure conditions and time of failure

None.

11. LED light source monitoring interval

Devices were electrically and optically characterized at room temperature at 0 h, 500 h, 1000 h, 2000 h, 3000 h, 4000 h, 5000 h, 6000 h, 6001 h, 6240 h, 6241 h, 7000 h, 8000 h, 9000 h, 10000 h, 11000 h.

12. Photometric measurement uncertainty

Measurement uncertainty for luminous flux (GUM):
4.8% (Testing Laboratory I) ; 4.6% (Testing Laboratory II)

13. Chromaticity shift reported over the measurement time

Please refer to the test data tables on pages 10 - 12.

14. Information on testing laboratories

This LM-80 test had been started at Testing Laboratory I and finished at Testing Laboratory II. For Testing Condition I, the LM-80 test data from 0 h to 6,240 hours come from Testing Laboratory I, and the test data from 6,241 hours to 9,000 hours come from Testing Laboratory II. For Testing Condition II, the LM-80 test data from 0 h to 6,240 hours come from Testing Laboratory I, and the test data from 6,241 hours to 11,000 hours come from Testing Laboratory II. For Testing Condition III, the LM-80 test data from 0 h to 6,000 hours come from Testing Laboratory I, and the test data from 6,001 hours to 11,000 hours come from Testing Laboratory II. Both testing laboratories use the same logistic tool and measurement database. Additionally, the samples had been verified via measurements before and after LM-80 test relocation. However, the measurement points data at 6,240 & 6,401 hours (for Testing Conditions I & II) and 6,001 hours (for Testing Conditions III) only serve as measurement verifications purpose but are not used in TM-21 projection and reporting.

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Summary of Testing Conditions

	I	II	III
Case temperature (solder point)	T_S = 55 °C	T_S = 85 °C	T_S = 105 °C
Device drive current	I_F = 1000 mA	I_F = 1000 mA	I_F = 1000 mA
Number of samples	25	25	25
Test start	23.05.2013	23.05.2013	23.05.2013
Test duration	9,000 hours	11,000 hours	11,000 hours
Nr. of failures	0	0	0

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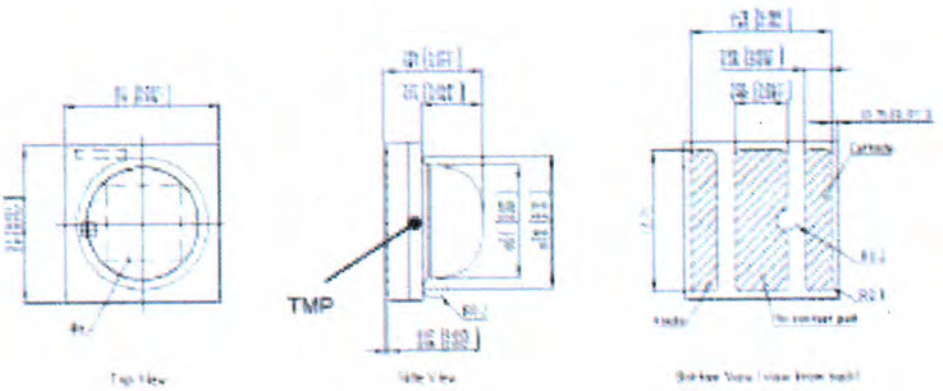
Isometric View Graphs and Temperature Measurement Point (TMP)

Device: OSLON Square (GW CSSRMx.xx)



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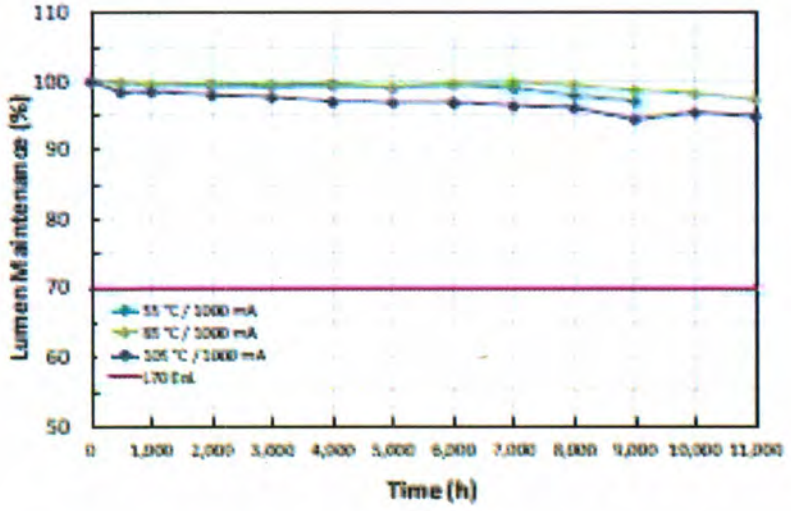
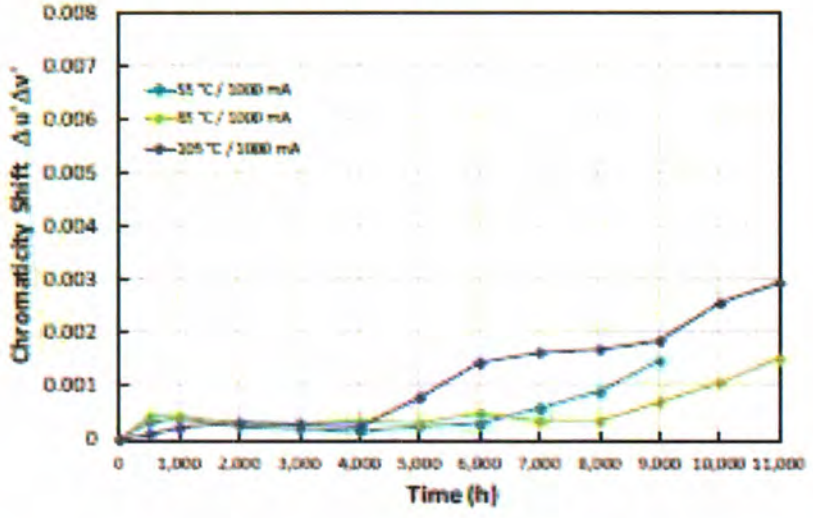
Test Results

1. Graphic charts

Lumen maintenance (I_F = 1000 mA) – Normalized to 0 h



Chromaticity shift Δu' Δv' (I_F = 1000 mA) – Normalized to 0 h



2. Tables

Test condition I: T_s = 55 °C, I_F = 1000 mA

Lumen maintenance (I_F = 1000 mA) – Normalized to 0 h

	Φ_0 [lm]	Φ_0 [lm]	Measurement Time of Lumen Maintenance												
	0 h	0 h	0 h	500 h	1000 h	2000 h	3000 h	4000 h	5000 h	6000 h	6340 h	6341 h	7000 h	8000 h	9000 h
1	0.00	253.20	100.00	99.51	99.15	99.03	99.25	99.45	98.59	98.13	98.19	98.08	98.24	97.94	98.01
2	0.00	252.69	100.00	99.53	99.19	99.05	99.24	98.49	98.59	98.14	98.22	99.09	98.09	98.04	98.09
3	0.00	249.20	100.00	99.41	99.02	99.26	99.19	99.47	98.74	98.43	99.61	100.25	99.53	97.24	97.50
4	0.00	256.50	100.00	99.53	99.24	99.29	99.15	99.28	98.49	98.72	98.72	98.65	97.65	97.65	98.01
5	0.00	247.10	100.00	101.26	100.97	101.05	100.88	101.05	100.24	100.05	101.08	101.35	100.05	98.74	98.94
6	0.00	252.00	100.00	99.51	99.15	99.09	99.24	99.60	98.67	98.72	99.62	99.81	98.19	98.03	97.94
7	0.00	256.30	100.00	99.51	99.19	99.42	99.19	99.27	98.49	98.05	99.62	99.82	97.99	97.39	98.21
8	0.00	254.10	100.00	99.54	99.17	99.42	99.25	99.47	98.59	98.19	99.19	99.19	98.23	97.59	98.07
9	0.00	255.00	100.00	99.49	99.20	99.45	99.25	99.50	98.79	98.24	99.38	99.37	98.43	97.64	98.50
10	0.00	255.20	100.00	99.49	99.24	99.49	99.25	99.54	98.44	98.45	99.54	99.95	98.05	97.91	98.08
11	0.00	252.40	100.00	99.53	99.19	99.42	99.20	99.51	98.60	98.45	99.05	99.53	98.00	97.62	98.03
12	0.00	257.20	100.00	100.43	100.08	100.20	100.02	100.02	99.59	100.24	100.25	100.64	100.59	99.09	99.07
13	0.00	254.00	100.00	99.61	99.29	99.44	99.17	99.32	98.39	98.05	99.04	99.51	99.13	98.21	98.48
14	0.00	254.00	100.00	99.53	99.24	99.43	99.20	99.53	98.42	98.11	100.05	100.05	100.20	98.72	98.40
15	0.00	257.50	100.00	99.53	99.20	99.46	99.19	99.43	98.60	98.20	99.40	99.21	98.73	97.98	98.26
16	0.00	254.30	100.00	99.61	99.43	99.69	99.45	99.65	98.44	98.62	99.61	99.81	99.31	98.41	97.70
17	0.00	242.20	100.00	100.26	99.91	99.89	99.75	99.48	99.08	98.62	98.72	99.09	99.53	98.23	98.58
18	0.00	252.50	100.00	99.53	99.23	99.45	99.25	99.41	98.54	98.62	99.13	99.10	98.77	97.93	98.01
19	0.00	253.00	100.00	99.45	99.19	99.41	99.28	99.56	98.17	98.98	100.33	100.05	99.97	99.28	98.21
20	0.00	252.80	100.00	99.61	99.15	99.62	99.32	99.52	98.87	98.42	99.52	99.98	99.59	97.97	98.01
21	0.00	256.10	100.00	99.53	99.24	99.38	99.10	99.35	98.44	98.62	99.72	99.30	97.98	98.93	98.50
22	0.00	249.60	100.00	99.71	99.42	99.72	99.58	99.64	99.15	98.98	100.10	99.89	99.68	98.63	97.54
23	0.00	237.60	100.00	100.24	99.51	99.73	99.42	99.58	99.04	98.98	99.67	99.28	99.44	99.11	98.28
24	0.00	243.70	100.00	99.81	99.68	99.67	99.62	99.62	99.25	100.07	100.24	99.91	99.81	98.64	97.98
25	0.00	252.90	100.00	99.49	99.20	99.42	99.23	99.54	98.79	98.64	99.20	99.76	99.07	97.95	98.04
median	0.00	254.30	100.00	99.51	99.23	99.45	99.25	99.53	98.67	98.49	99.54	99.51	99.00	97.97	98.76
average	0.00	252.04	100.00	99.73	99.37	99.61	99.46	99.63	98.59	98.47	99.59	99.59	99.02	97.90	97.97
std. dev.	0.00	7.08	0.00	0.42	0.40	0.35	0.36	0.37	0.40	0.66	0.56	0.70	0.63	1.12	0.98
min.	0.00	237.60	100.00	99.41	99.02	99.26	99.10	99.27	98.08	98.05	98.72	98.30	97.65	95.60	95.82
max.	0.00	264.00	100.00	101.26	100.97	101.05	100.88	101.05	100.24	100.05	101.08	101.35	100.05	99.09	99.07

Chromaticity shift Δu' Δv' (I_F = 1000 mA) – Normalized to 0 h

	CCT [K]	u'	v'	Measurement Time of Chromaticity Shift Δu'Δv'											
	0 h	0 h	0 h	500 h	1000 h	2000 h	3000 h	4000 h	5000 h	6000 h	6340 h	6341 h	7000 h	8000 h	9000 h
1	6034	0.197	0.328	0.0000	0.0004	0.0004	0.0003	0.0002	0.0001	0.0002	0.0003	0.0003	0.0001	0.0001	0.0005
2	6070	0.198	0.329	0.0000	0.0005	0.0003	0.0002	0.0002	0.0001	0.0002	0.0004	0.0005	0.0002	0.0001	0.0012
3	6050	0.197	0.328	0.0000	0.0004	0.0003	0.0003	0.0002	0.0000	0.0002	0.0002	0.0003	0.0004	0.0004	0.0004
4	6005	0.197	0.327	0.0000	0.0003	0.0004	0.0003	0.0002	0.0001	0.0002	0.0003	0.0004	0.0004	0.0001	0.0004
5	6025	0.197	0.329	0.0000	0.0001	0.0003	0.0003	0.0002	0.0000	0.0004	0.0004	0.0005	0.0001	0.0001	0.0011
6	6052	0.197	0.327	0.0000	0.0004	0.0005	0.0003	0.0002	0.0001	0.0001	0.0001	0.0002	0.0003	0.0004	0.0005
7	6107	0.195	0.327	0.0000	0.0004	0.0004	0.0002	0.0002	0.0001	0.0002	0.0002	0.0003	0.0003	0.0004	0.0010
8	6081	0.197	0.327	0.0000	0.0004	0.0004	0.0003	0.0002	0.0001	0.0002	0.0002	0.0003	0.0004	0.0004	0.0004
9	6138	0.194	0.329	0.0000	0.0004	0.0003	0.0002	0.0002	0.0001	0.0002	0.0002	0.0003	0.0004	0.0001	0.0011
10	6169	0.193	0.328	0.0000	0.0004	0.0003	0.0003	0.0002	0.0001	0.0002	0.0003	0.0003	0.0004	0.0010	0.0009
11	6132	0.193	0.329	0.0000	0.0004	0.0004	0.0003	0.0002	0.0001	0.0002	0.0002	0.0003	0.0003	0.0008	0.0007
12	6082	0.195	0.329	0.0000	0.0001	0.0001	0.0001	0.0002	0.0000	0.0000	0.0000	0.0001	0.0001	0.0009	0.0011
13	6104	0.193	0.327	0.0000	0.0003	0.0004	0.0002	0.0001	0.0000	0.0001	0.0002	0.0003	0.0002	0.0004	0.0007
14	6112	0.194	0.329	0.0000	0.0004	0.0004	0.0003	0.0002	0.0002	0.0001	0.0001	0.0003	0.0004	0.0004	0.0007
15	6108	0.194	0.329	0.0000	0.0004	0.0003	0.0002	0.0001	0.0001	0.0002	0.0003	0.0005	0.0004	0.0008	0.0009
16	6135	0.194	0.329	0.0000	0.0003	0.0004	0.0002	0.0002	0.0001	0.0001	0.0002	0.0003	0.0002	0.0004	0.0007
17	6041	0.197	0.327	0.0000	0.0001	0.0003	0.0003	0.0001	0.0000	0.0002	0.0002	0.0004	0.0004	0.0008	0.0009
18	6085	0.197	0.331	0.0000	0.0004	0.0004	0.0002	0.0002	0.0001	0.0002	0.0003	0.0003	0.0004	0.0008	0.0004
19	6144	0.193	0.328	0.0000	0.0003	0.0003	0.0002	0.0002	0.0001	0.0001	0.0002	0.0003	0.0003	0.0003	0.0008
20	6071	0.196	0.329	0.0000	0.0004	0.0004	0.0003	0.0002	0.0002	0.0002	0.0003	0.0003	0.0003	0.0002	0.0004
21	6051	0.196	0.330	0.0000	0.0003	0.0003	0.0001	0.0001	0.0001	0.0002	0.0003	0.0003	0.0004	0.0007	0.0008
22	6075	0.196	0.327	0.0000	0.0004	0.0004	0.0003	0.0002	0.0001	0.0002	0.0003	0.0003	0.0003	0.0004	0.0008
23	6142	0.194	0.325	0.0000	0.0004	0.0004	0.0005	0.0003	0.0001	0.0002	0.0002	0.0003	0.0004	0.0007	0.0009
24	6043	0.197	0.329	0.0000	0.0004	0.0004	0.0003	0.0002	0.0001	0.0001	0.0002	0.0003	0.0003	0.0004	0.0007
25	6101	0.195	0.328	0.0000	0.0004	0.0004	0.0003	0.0002	0.0001	0.0001	0.0002	0.0003	0.0002	0.0004	0.0005
median	6101	0.195	0.328	0.0000	0.0004	0.0004	0.0003	0.0002	0.0001	0.0002	0.0002	0.0003	0.0004	0.0004	0.0008
average	6095	0.195	0.328	0.0000	0.0003	0.0004	0.0003	0.0002	0.0001	0.0002	0.0002	0.0003	0.0003	0.0006	0.0008
std. dev.	52	0.002	0.001	0.0000	0.0001	0.0001	0.0001	0.0001	0.0001	0.0002	0.0002	0.0002	0.0003	0.0003	0.0004
min.	6001	0.191	0.325	0.0000	0.0001	0.0001	0.0001	0.0001	0.0000	0.0000	0.0001	0.0001	0.0001	0.0002	0.0004
max.	6205	0.198	0.331	0.0000	0.0005	0.0005	0.0005	0.0003	0.0002	0.0005	0.0005	0.0005	0.0005	0.0010	0.0012

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Test condition II: T_S = 85 °C, I_F = 1000 mA

Lumen maintenance (I_F = 1000 mA) – Normalized to 0 h

			Measurement Time of Lumen Maintenance															
			0 h	500 h	1000 h	2000 h	3000 h	4000 h	5000 h	6000 h	7000 h	8000 h	9000 h	10000 h	11000 h	12000 h	13000 h	14000 h
1																		
2																		
3																		
4																		
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24																		
25																		
median																		
average																		
std dev																		
min																		
max																		

Chromaticity shift Δu' Δv' (I_F = 1000 mA) – Normalized to 0 h

CCT [K]	u'	v'	Measurement Time of Chromaticity Shift Δu'Δv'															
			0 h	0 h	500 h	1000 h	2000 h	3000 h	4000 h	5000 h	6000 h	7000 h	8000 h	9000 h	10000 h	11000 h	12000 h	13000 h	14000 h
1																			
2																			
3																			
4																			
5																			
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average																			
std dev																			
min																			
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Test condition III: T_b = 105 °C, I_F = 1000 mA

Lumen maintenance (I_F = 1000 mA) – Normalized to 0 h

	I_F [mA]	T_b [°C]	Measurement Time of Lumen Maintenance														
			0 h	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]																	

Chromaticity shift Δu' Δv' (I_F = 1000 mA) – Normalized to 0 h

	CCT [K]	u'	v'	Measurement Time of Chromaticity Shift Δu'Δv'													
		0 h	0 h	0 h	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]																	

— End of the accreditated section of the report —

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Appendix A:
Lumen Maintenance Projection (IES TM-21-11)

For information Only!

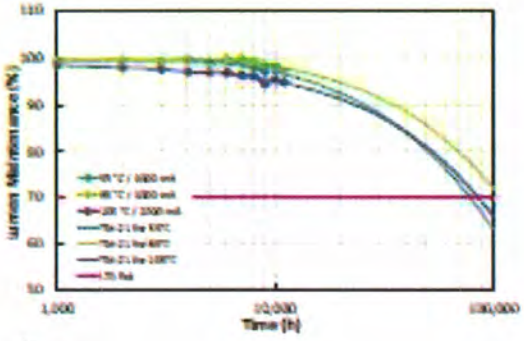
1. General Information

Description of LED light source tested	OSLON Square GW CSSRM1.EC
Sample size per temperature	25
LED drive current used in the test	1000 mA
Test duration	9,000 hours for Test Condition I 11,000 hours for Test Conditions II & III
Test duration used for projection	4,000 hours to 9,000 hours for Test Condition I 5,000 hours to 11,000 hours for Test Conditions II & III

2. Projection Data

	I	II	III
Case temperature (solder point)	T_S = 55 °C	T_S = 85 °C	T_S = 105 °C
α	4.758E-06	3.436E-06	4.045E-06
β	1.018E+00	1.015E+00	9.698E-01
Reported L70	> 54,000 hours	> 66,000 hours	> 66,000 hours

3. Graphic chart



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Appendix B:
Additional Models Covered By Testing

The 9 September 2011 ENERGY STAR® *Program Guidance Regarding LED Package, LED Array and LED Module Lumen Maintenance Performance Data Supporting Qualification of Lighting Products* defines conditions for which a LM-80 report may be applied to cover models that have not been directly tested.

The following list of models may be covered by the test results in this report:

- OSLON Square GW CSSRM1.CC with CCT 2700 K – 6500 K
- OSLON Square GW CSSRM1.EC with CCT 2400 K – 5000 K
- OSLON Square GW CSSRM1.PC with CCT 3000 K – 6500 K
- OSLON Square GW CSSRM1.BM with CCT 2700 K – 4000 K
- OSLON Square GW CSSRM2.CM with CCT 2700 K – 6500 K
- OSLON Square GW CSSRM2.EM with CCT 2700 K – 5000 K

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END OF DOCUMENT

OSRAM Opto Semiconductors
GmbH

Head Office

Leibnizstrasse 4
93055 Regensburg, Germany
Phone +49 941 850-5
Fax +49 941 850-1002
www.osram-os.com

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Opto Semiconductors

CREE

REACh REPORTABLE SUBSTANCE DECLARATION

Date Revised: 6/20/2016

RE2044062016

This declaration covers the following products ("Products") manufactured by or on behalf of Cree, Inc. and its subsidiaries (collectively "Cree") and shipped by Cree after June 20, 2016:

Product Identification:	XLamp -> XTE-ARY, XTE-AWT
Location(s):	All Locations

These products are considered to be "articles" under Regulation (EC) No. 1907/2006 concerning Registration, Evaluation, Authorisation and Restriction of Chemicals, as amended through June 2009 ("EU REACH"). Cree is not subject to the EU REACH pre-registration and registration requirements with respect to these Products.

EU REACh requires Cree to advise requestors of Candidate List Substances of Very High Concern (SVHC) ≥ 0.1% by total weight of articles.

Cree declares that none of the following substances listed currently as a SVHCs (as of June 20, 2016) are intentionally added or used in the products noted above. Cree's SVHC content determination is based on supplier surveys and/or by internal process knowledge.

Item	Substance	EC Number	CAS Number	Inclusion Date	Concentration
1	4,4'- Diaminodiphenylmethane (MDA)	202-974-4	101-77-9	28-Oct-2008	Not intentionally added
2	5-tert-butyl-2,4,6-trinitro-m-xylene (musk xylene)	201-329-4	81-15-2	28-Oct-2008	Not intentionally added
3	Alkanes, C10-13, chloro (Short Chain Chlorinated Paraffins)	287-476-5	85535-84-8	28-Oct-2008	Not intentionally added
4	Anthracene	204-371-1	120-12-7	28-Oct-2008	Not intentionally added
5	Benzyl butyl phthalate (BBP)	201-622-7	85-68-7	28-Oct-2008	Not intentionally added
6	Bis (2-ethylhexyl)phthalate (DEHP)	204-211-0	117-81-7	28-Oct-2008	Not intentionally added
7	Bis(tributyltin)oxide (TBTO)	200-268-0	56-35-9	28-Oct-2008	Not intentionally added
8	Cobalt dichloride	231-589-4	7646-79-9	28-Oct-2008	Not intentionally added
9	Diarsenic pentaoxide	215-116-9	1303-28-2	28-Oct-2008	Not intentionally added
	Diarsenic trioxide	215-481-4	1327-53-3	28-Oct-2008	Not intentionally added
	ibutyl phthalate (DBP)	201-557-4	84-74-2	28-Oct-2008	Not intentionally added
12	Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified: Alpha-hexabromocyclododecane Beta-hexabromocyclododecane Gamma-hexabromocyclododecane	 247-148-4 221-695-9	25637-99-4 3194-55-6 134237-50-6 134237-51-7 134237-52-8	28-Oct-2008	Not intentionally added
13	Lead hydrogen arsenate	232-064-2	7784-40-9	28-Oct-2008	Not intentionally added
14	Sodium dichromate	234-190-3	7789-12-0 10588-01-9	28-Oct-2008	Not intentionally added
15	Triethyl arsenate	427-700-2	15606-95-8	28-Oct-2008	Not intentionally added
16	2,4-Dinitrotoluene	204-450-0	121-14-2	13-Jan-2010	Not intentionally added
17	Anthracene oil	292-602-7	90640-80-5	13-Jan-2010	Not intentionally added
18	Anthracene oil, anthracene paste	292-603-2	90640-81-6	13-Jan-2010	Not intentionally added
19	Anthracene oil, anthracene paste, anthracene fraction	295-275-9	91995-15-2	13-Jan-2010	Not intentionally added
20	Anthracene oil, anthracene paste,distn. lights	295-278-5	91995-17-4	13-Jan-2010	Not intentionally added
	Anthracene oil, anthracene-low	292-604-8	90640-82-7	13-Jan-2010	Not intentionally added
	Diisobutyl phthalate	201-553-2	84-69-5	13-Jan-2010	Not intentionally added

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4600 Silicon Drive
Durham, NC 27703
USA Tel: +1.919.407.5300

Item	Substance	EC Number	CAS Number	Inclusion Date	Concentration
23	Lead chromate	231-846-0	7758-97-6	13-Jan-2010	Not intentionally added
24	Lead chromate molybdate sulphate red (C.I. Pigment Red 104)	235-759-9	12656-85-8	13-Jan-2010	Not intentionally added
25	Lead sulfochromate yellow (C.I. Pigment Yellow 34)	215-693-7	1344-37-2	13-Jan-2010	Not intentionally added
26	Pitch, coal tar, high temp.	266-028-2	65996-93-2	13-Jan-2010	Not intentionally added
27	Tris(2-chloroethyl)phosphate	204-118-5	115-96-8	13-Jan-2010	Not intentionally added
28	Acrylamide	201-173-7	79-06-1	30-Mar-2010	Not intentionally added
29	Ammonium dichromate	232-143-1	9-5-7789	18-Jun-2010	Not intentionally added
30	Boric acid	233-139-2 234-343-4	10043-35-3 11113-50-1	18-Jun-2010	Not intentionally added
31	Disodium tetraborate, anhydrous	215-540-4	1303-96-4 1330-43-4 12179-04-3	18-Jun-2010	Not intentionally added
32	Potassium chromate	232-140-5	7789-00-6	18-Jun-2010	Not intentionally added
33	Potassium dichromate	231-906-6	7778-50-9	18-Jun-2010	Not intentionally added
34	Sodium chromate	231-889-5	11-3-7775	18-Jun-2010	Not intentionally added
35	Tetraboron disodium heptaoxide, hydrate	235-541-3	12267-73-1	18-Jun-2010	Not intentionally added
36	Trichloroethylene	201-167-4	79-01-6	18-Jun-2010	Not intentionally added
37	2-Ethoxyethanol	203-804-1	110-80-5	15-Dec-2010	Not intentionally added
38	2-Methoxyethanol	203-713-7	109-86-4	15-Dec-2010	Not intentionally added
39	Chromic acid Oligomers of chromic acid and dichromic acid Dichromic acid	231-801-5 - 236-881-5	7738-94-5 - 13530-68-2	15-Dec-2010	Not intentionally added
40	Chromium trioxide	215-607-8	1333-82-0	15-Dec-2010	Not intentionally added
41	Cobalt(II) carbonate	208-169-4	513-79-1	15-Dec-2010	Not intentionally added
42	Cobalt(II) diacetate	200-755-8	71-48-7	15-Dec-2010	Not intentionally added
43	Cobalt(II) dinitrate	233-402-1	10141-05-6	15-Dec-2010	Not intentionally added
44	Cobalt(II) sulphate	233-334-2	10124-43-3	15-Dec-2010	Not intentionally added
45	1,2,3-Trichloropropane	202-486-1	96-18-4	20-Jun-2011	Not intentionally added
46	1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich	276-158-1	71888-89-6	20-Jun-2011	Not intentionally added
47	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters	271-084-6	68515-42-4	20-Jun-2011	Not intentionally added
48	1-Methyl-2-pyrrolidone	212-828-1	872-50-4	20-Jun-2011	Not intentionally added
49	2-Ethoxyethyl acetate	203-839-2	111-15-9	20-Jun-2011	Not intentionally added
50	Hydrazine	206-114-9	302-01-2 7803-57-8	20-Jun-2011	Not intentionally added
51	Strontium chromate	232-142-6	6-2-7789	20-Jun-2011	Not intentionally added
52	1,2-dichloroethane	203-458-1	107-06-2	19-Dec-2011	Not intentionally added

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4600 Silicon Drive
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Item	Substance	EC Number	CAS Number	Inclusion Date	Concentration
53	2,2'-dichloro-4,4'-methylenedianiline	202-918-9	101-14-4	19-Dec-2011	Not intentionally added
54	2-Methoxyaniline o-Anisidine	201-963-1	90-04-0	19-Dec-2011	Not intentionally added
55	4-(1,1,3,3-tetramethylbutyl)phenol	205-426-2	140-66-9	19-Dec-2011	Not intentionally added
56	Aluminosilicate Refractory Ceramic Fibres	Table 3.2, EC 1272/2008	N/A	19-Dec-2011	Not intentionally added
57	Arsenic acid	231-901-9	7778-39-4	19-Dec-2011	Not intentionally added
58	Bis(2-methoxyethyl) ether	203-924-4	111-96-6	19-Dec-2011	Not intentionally added
59	Bis(2-methoxyethyl) phthalate	204-212-6	117-82-8	19-Dec-2011	Not intentionally added
60	Calcium arsenate	231-904-5	7778-44-1	19-Dec-2011	Not intentionally added
61	Dichromium tris(chromate)	246-356-2	24613-89-6	19-Dec-2011	Not intentionally added
62	Formaldehyde, oligomeric reaction products with aniline	500-036-1	25214-70-4	19-Dec-2011	Not intentionally added
63	Lead diazide, Lead azide	236-542-1	13424-46-9	19-Dec-2011	Not intentionally added
64	Lead dipicrate	229-335-2	6477-64-1	19-Dec-2011	Not intentionally added
65	Lead styphnate	239-290-0	15245-44-0	19-Dec-2011	Not intentionally added
66	N,N-dimethylacetamide	204-826-4	127-19-5	19-Dec-2011	Not intentionally added
67	Pentazinc chromate octahydroxide	256-418-0	49663-84-5	19-Dec-2011	Not intentionally added
68	Phenolphthalein	201-004-7	77-09-8	19-Dec-2011	Not intentionally added
69	Potassium hydroxyoctaoxodizincatedichromate	234-329-8	11103-86-9	19-Dec-2011	Not intentionally added
70	Trilead diarsenate	222-979-5	3687-31-8	19-Dec-2011	Not intentionally added
71	Zirconia Aluminosilicate Refractory Ceramic Fibres	Table 3.2, EC 1272/2008	N/A	19-Dec-2011	Not intentionally added
72	[4-[[4-anilino-1-naphthyl][4-(dimethylamino)phenyl]methylene]cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26) [with >=0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	219-943-6	2580-56-5	18-Jun-2012	Not intentionally added
73	[4-[4,4'-bis(dimethylamino) benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3) [with >= 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	208-953-6	548-62-9	18-Jun-2012	Not intentionally added
74	1,2-bis(2-methoxyethoxy)ethane (TEGDME triglyme)	203-977-3	112-49-2	18-Jun-2012	Not intentionally added
75	1,2-dimethoxyethane ethylene glycol dimethyl ether (EGDME)	203-794-9	110-71-4	18-Jun-2012	Not intentionally added
76	1,3,5-Tris(oxiran-2-ylmethyl)-1,3,5-triazinane-2,4,6-trione (TGIC)	219-514-3	2451-62-9	18-Jun-2012	Not intentionally added
77	1,3,5-tris[(2S and 2R)-2,3-epoxypropyl]-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione (b-TGIC)	423-400-0	59653-74-6	18-Jun-2012	Not intentionally added
78	4,4'-bis(dimethylamino)-4''-(methylamino)trityl alcohol [with >= 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	209-218-2	561-41-1	18-Jun-2012	Not intentionally added
79	4,4'-bis(dimethylamino)benzophenone (Michler's ketone)	202-027-5	90-94-8	18-Jun-2012	Not intentionally added

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Item	Substance	EC Number	CAS Number	Inclusion Date	Concentration
80	a,a-Bis[4-(dimethylamino)phenyl]-4 (phenylamino)naphthalene-1-methanol (C.I. Solvent Blue 4) [with > 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	229-851-8	6786-83-0	18-Jun-2012	Not intentionally added
81	Diboron trioxide	215-125-8	1303-86-2	18-Jun-2012	Not intentionally added
82	Formamide	200-842-0	75-12-7	18-Jun-2012	Not intentionally added
83	ead(II) bis(methanesulfonate)	401-750-5	17570-76-2	18-Jun-2012	Not intentionally added
84	N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base)	202-959-2	101-61-1	18-Jun-2012	Not intentionally added
85	[Phthalato(2-)]dioxotrilead	273-688-5	69011-06-9	19-Dec-2012	Not intentionally added
86	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	284-032-2	84777-06-0	19-Dec-2012	Not intentionally added
87	1,2-Diethoxyethane	211-076-1	629-14-1	19-Dec-2012	Not intentionally added
88	1-bromopropane (n-propyl bromide)	203-445-0	106-94-5	19-Dec-2012	Not intentionally added
89	3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	421-150-7	143860-04-2	19-Dec-2012	Not intentionally added
90	4-(1,1,3,3-tetramethylbutyl)phenol, ethoxylated	N/A	N/A	19-Dec-2012	Not intentionally added
91	4,4'-methylenedi-o-toluidine	212-658-8	838-88-0	19-Dec-2012	Not intentionally added
92	4,4'-oxydianiline and its salts	202-977-0	101-80-4	19-Dec-2012	Not intentionally added
93	4-Aminoazobenzene	200-453-6	60-09-3	19-Dec-2012	Not intentionally added
94	4-methyl-m-phenylenediamine (toluene-2,4-diamine)	202-453-1	95-80-7	19-Dec-2012	Not intentionally added
95	4-Nonylphenol, branched and linear	N/A	N/A	19-Dec-2012	Not intentionally added
96	6-methoxy-m-toluidine (p-cresidine)	204-419-1	120-71-8	19-Dec-2012	Not intentionally added
97	Acetic acid, lead salt, basic	257-175-3	51404-69-4	19-Dec-2012	Not intentionally added
98	Biphenyl-4-ylamine	202-177-1	92-67-1	19-Dec-2012	Not intentionally added
99	Bis(pentabromophenyl) ether (decabromodiphenyl ether DecaBDE)	214-604-9	1163-19-5	19-Dec-2012	Not intentionally added
100	Cyclohexane-1,2-dicarboxylic anhydride [1] cis-cyclohexane-1,2-dicarboxylic anhydride [2] trans-cyclohexane-1,2-dicarboxylic anhydride [3]	201-604-9 236-086-3 238-009-9	85-42-7 13149-00-3 14166-21-3	19-Dec-2012	Not intentionally added
101	Diazene-1,2-dicarboxamide (C,C'-azodi(formamide))	204-650-8	123-77-3	19-Dec-2012	Not intentionally added
102	Dibutyltin dichloride (DBTC)	211-670-0	683-18-1	19-Dec-2012	Not intentionally added
103	Diethyl sulphate	200-589-6	64-67-5	19-Dec-2012	Not intentionally added
104	Diisopentylphthalate	210-088-4	605-50-5	19-Dec-2012	Not intentionally added
105	Dimethyl sulphate	201-058-1	77-78-1	19-Dec-2012	Not intentionally added
106	Dinoseb (6-sec-butyl-2,4-dinitrophenol)	201-861-7	88-85-7	19-Dec-2012	Not intentionally added
107	Dioxobis(stearato)trilead	235-702-8	12578-12-0	19-Dec-2012	Not intentionally added
108	Fatty acids, C16-18, lead salts	292-966-7	91031-62-8	19-Dec-2012	Not intentionally added
109	Furan	203-727-3	110-00-9	19-Dec-2012	Not intentionally added
110	Henicosafluoroundecanoic acid	218-165-4	2058-94-8	19-Dec-2012	Not intentionally added
111	Heptacosafluorotetradecanoic acid	206-803-4	376-06-7	19-Dec-2012	Not intentionally added

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4600 Silicon Drive
Durham, NC 27703
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Item	Substance	EC Number	CAS Number	Inclusion Date	Concentration
112	Hexahydromethylphthalic anhydride [1] Hexahydro-4-methylphthalic anhydride [2] Hexahydro-1-methylphthalic anhydride [3] Hexahydro-3-methylphthalic anhydride [4]	247-094-1 243-072-0 256-356-4 260-566-1	25550-51-0 19438-60-9 48122-14-1 57110-29-9	19-Dec-2012	Not intentionally added
113	Lead bis(tetrafluoroborate)	237-486-0	13814-96-5	19-Dec-2012	Not intentionally added
114	Lead cyanamidate	244-073-9	20837-86-9	19-Dec-2012	Not intentionally added
115	Lead dinitrate	233-245-9	10099-74-8	19-Dec-2012	Not intentionally added
116	Lead monoxide (lead oxide)	215-267-0	1317-36-8	19-Dec-2012	Not intentionally added
117	Lead oxide sulfate	234-853-7	12036-76-9	19-Dec-2012	Not intentionally added
118	Lead titanium trioxide	235-038-9	12060-00-3	19-Dec-2012	Not intentionally added
119	Lead titanium zirconium oxide	235-727-4	12626-81-2	19-Dec-2012	Not intentionally added
120	Methoxyacetic acid	210-894-6	625-45-6	19-Dec-2012	Not intentionally added
121	Methyloxirane (Propylene oxide)	200-879-2	75-56-9	19-Dec-2012	Not intentionally added
122	N,N-dimethylformamide	200-679-5	68-12-2	19-Dec-2012	Not intentionally added
123	N-methylacetamide	201-182-6	79-16-3	19-Dec-2012	Not intentionally added
124	N-pentyl-isopentylphthalate	N/A	776297-69-9	19-Dec-2012	Not intentionally added
125	o-aminoazotoluene	202-591-2	97-56-3	19-Dec-2012	Not intentionally added
126	Orange lead (lead tetroxide)	215-235-6	1314-41-6	19-Dec-2012	Not intentionally added
127	o-Toluidine	202-429-0	95-53-4	19-Dec-2012	Not intentionally added
128	Pentacosafluorotridecanoic acid	276-745-2	72629-94-8	19-Dec-2012	Not intentionally added
129	Pentalead tetraoxide sulphate	235-067-7	12065-90-6	19-Dec-2012	Not intentionally added
130	Pyrochlore, antimony lead yellow	232-382-1	8012-00-8	19-Dec-2012	Not intentionally added
131	Silicic acid (H2SiO5), barium salt (1:1), lead-doped	272-271-5	68784-75-8	19-Dec-2012	Not intentionally added
132	Silicic acid, lead salt	234-363-3	11120-22-2	19-Dec-2012	Not intentionally added
133	Sulfurous acid, lead salt, dibasic	263-467-1	62229-08-7	19-Dec-2012	Not intentionally added
134	Tetraethyllead	201-075-4	78-00-2	19-Dec-2012	Not intentionally added
135	Tetralead trioxide sulphate	235-380-9	12202-17-4	19-Dec-2012	Not intentionally added
136	Tricosafluorododecanoic acid	206-203-2	307-55-1	19-Dec-2012	Not intentionally added
137	Trilead bis(carbonate)dihydroxide	215-290-6	1319-46-6	19-Dec-2012	Not intentionally added
138	Trilead dioxide phosphonate	235-252-2	12141-20-7	19-Dec-2012	Not intentionally added
139	Cadmium oxide	215-146-2	1306-19-0	20-Jun-2013	Not intentionally added
140	4-Nonylphenol, branched and linear, ethoxylated	-	-	20-Jun-2013	Not intentionally added
141	Dipentyl phthalate (DPP)	205-017-9	131-18-0	20-Jun-2013	Not intentionally added
142	PentadecaPerfluorooctanoic acid (PFOA)	206-397-9	335-67-1	20-Jun-2013	Not intentionally added
143	Ammoniumpentadecafluorooctanoate (APFO)	223-320-4	3825-26-1	20-Jun-2013	Not intentionally added
144	Cadmium	231-152-8	7440-43-9	20-Jun-2013	Not intentionally added

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Item	Substance	EC Number	CAS Number	Inclusion Date	Concentration
145	Lead (di) acetate	206-104-4	301-04-2	16-Dec-2013	Not intentionally added
146	Disodium 3,3-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate), (CI Direct Red 28)	209-358-4	573-58-0	16-Dec-2013	Not intentionally added
147	Trixylyl phosphate	246-677-8	25155-23-1	16-Dec-2013	Not intentionally added
148	Imidazolidine-2-thione; (2-imidazoline-2-thiol)	202-506-9	96-45-7	16-Dec-2013	Not intentionally added
149	Dihexyl phthalate	201-559-5	84-75-3	16-Dec-2013	Not intentionally added
150	Disodium 4-amino-3-[[4'-[(2,4-diaminophenyl)azo][1,1'-biphenyl]-4-yl]azo]-5-hydroxy-6-(phenylazo)naphthalene-2,7-disulphonate, (CI Direct Black 38)	217-710-3	1937-37-7	16-Dec-2013	Not intentionally added
151	Cadmium sulphide	215-147-8	1306-23-6	16-Dec-2013	Not intentionally added
152	1,2-Benzenedicarboxylic acid dihexyl ester, branched and linear	271-093-5	68515-50-4	16-Jun-2014	Not intentionally added
153	Cadmium chloride	233-296-7	10108-64-2	16-Jun-2014	Not intentionally added
154	Sodium perborate; perboric acid, sodium salt	239-172-9 234-390-0	N/A	16-Jun-2014	Not intentionally added
155	Sodium peroxometaborate	231-556-4	7632-04-4	16-Jun-2014	Not intentionally added
156	2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (DOTE)	239-622-4	15571-58-1	17-Dec-2014	Not intentionally added
157	Cadmium sulphate	233-331-6	10124-36-4 31119-53-6	17-Dec-2014	Not intentionally added
158	Cadmium fluoride	232-222-0	7790-79-6	17-Dec-2014	Not intentionally added
	react mass of 2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate and 2-ethylhexyl 10-ethyl-4-[[2-[(2-ethylhexyl)oxy]-2-oxoethyl]thio]-4-octyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (react mass of DOTE and MOTE)	N/A	N/A	17-Dec-2014	Not intentionally added
160	2-benzotriazol-2-yl-4,6-di-tert-butylphenol (UV-320)	223-346-6	3846-71-7	17-Dec-2014	Not intentionally added
161	2-(2H-benzotriazol-2-yl)-4,6-ditertpentylphenol (UV-328)	247-384-8	25973-55-1	17-Dec-2014	Not intentionally added
162	5-sec-butyl-2-(2,4-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [1], 5-sec-butyl-2-(4,6-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [2] [covering any of the ind. Stereoisomers of [1] and [2] or any comb. Thereof]	N/A	N/A	15-Jun-2015	Not intentionally added
163	1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with ≥ 0.3% of dihexyl phthalate (EC No. 201-559-5)	271-094-0 272-013-1	68515-51-5 68648-93-1	15-Jun-2015	Not intentionally added
164	Perfluorononan-1-oic-acid and its sodium and ammonium salts	206-801-3	375-95-1 21049-39-8 4149-60-4	17-Dec-2015	Not intentionally added
165	Nitrobenzene	202-716-0	98-95-3	17-Dec-2015	Not intentionally added
	2-(2H-benzotriazol-2-yl)-4-(tert-butyl)-6-(sec-butyl)phenol (UV-350)	253-037-1	36437-37-3	17-Dec-2015	Not intentionally added

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Cree, Inc.
4600 Silicon Drive
Durham, NC 27703
USA Tel: +1.919.407.5300

CREE

REACh REPORTABLE SUBSTANCE DECLARATION

Date Revised: 6/20/2016

RE2044062016

Item	Substance	EC Number	CAS Number	Inclusion Date	Concentration
167	2,4-di-tert-butyl-6-(5-chlorobenzotriazol-2-yl)phenol (UV-327)	223-383-8	3864-99-1	17-Dec-2015	Not intentionally added
168	1,3-propanesultone	214-317-9	1120-71-4	17-Dec-2015	Not intentionally added
169	Benzo[def]chrysene	200-028-5	50-32-8	20-Jun-2016	Not intentionally added

REACh Shipping and Packaging Content Declaration

As required by the European Chemical Agency (ECHA), shipping and packaging materials used to ship these Products have been reviewed and determined not to contain SVHCs, except that a humidity indicator card and/or indicating silica gel packet may have been included in each shipment prior to November 1, 2009, and if included, the humidity indicating material contained cobalt dichloride at greater than 0.1% by weight.

Barry Rayfield

Product Ecology Manager

Telephone: (919) 407-5373

Barry_Rayfield@cree.com



Company Seal

Michael Richard

Global Site Development Manager

·phone: (919) 407-7554

·hael_richard@cree.com

This certification is considered to be part of Cree's product specifications and only applies to the product compliance with REACh. Additional restrictions and/or controls relating to these or other substances and materials enacted by these or other governing bodies are outside the scope of this certification. No additional certifications, expressions of risk or liability, or further declarations are made, expressed or implied. No warranty is expressed or implied regarding the accuracy of any information provided by third party suppliers in support of this certification. The recipient or end user of this data is responsible for determining the applicability of this data to their specific use. Cree reserves the right to modify or rescind this declaration with respect to products not yet ordered.

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Durham, NC 27703
USA Tel: +1.919.407.5300

Section: VIII - Annexures

TATA

Form 4: Curriculum Vitae of Key Personnel

1	**Proposed Position**	**Project Manager**
2	Name Of Staff	Abhishek Pareek
3	Date of Birth	28th Dec 1981
4	Nationality	Indian
5	Personal Address	Plot No 108 ,F1 ,OM Residency Nemi Nagar Vaishali Nagar Jaipur (Rajasthan)
6	Telephone Number	9680170163
7	Fax number	
8	Email address	abhishekpareek.abb@gmail.com
9	Educational Qualification	Bachelor of Engineering (B.E.)
10	Other Training :	Diploma in Project Management from ICFAI.
11	Languages And Degree Of Proficiency	Languages: Hindi – Speak: Yes, Read: Yes, Write: Yes; English – Speak: Yes, Read: Yes, Write: Yes
12	Membership In Professional Associations	NA
13	Professional Experience	More than 12 years
14	Work Experience In The Relevant Field For The Project	10 Years

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	**Employing organization and title / position**	**Country**	**Summary of activities performed**
Nov 14 to Jun 18	BAJAJ ELECTRICALS LTD.-Dy.Manager	India	a) Area Lighting at Above ground of Mines for Hindustan Zinc Ltd. b) Highway Lighting of NH 12 (Deoli –Kota Exp. Way) c) IOCL Oil Dept. Area Lighting d) Stadium Flood Lighting etc.
June 12 to Oct.14	Larsen & Toubro (PT&D) TL –Division - Asst. Manager Planning.	India	Project Incharge of 400 KV Hindaun-Alwar Transmission Line Value 181 Cr a) Material Planning b) Site Execution Planning & Coordination c) Techno-Commercial Contract Monitoring d) Billing & Collection. e) Project Costing f) Statuary Clearances with i.e. Railways, NH, Airport, PTCC etc. g) MIS
May -09 to June 12	BAJAJ ELECTRICALS LTD.- Asst. Manager.	India	a)11 KV Feeder Renovation Programme, Value 12 Crores b) Illumination work of Railway Marshalling Yard with High Mast Lighting at Thermal Power Plant, Value 1.75 Crores c) Illumination work at Mining Area with High Mast Lighting at Udaipur ,RSMM etc.
July 2008 to April 2009	Ramky Infrastructure Ltd.- Deputy Project Manager	India	a) Lying of Pipe Line with Ductile Iron, PVC and A.C. Pipe b) Construction of Special fittings Pipe Line Chamber with Civil

Jan 2006 to July 2008	ABB Ltd. - Assistant Project Manager	India	a)11 KV Feeder Renovation Programme Value 29 Crores b)33KV Transmission Line Value 10 Crores

DETAILED TASK ASSIGNED	
TASK	**PROJECTS HANDLED**
Project Management	Area Lighting at Above ground of Mines for Hindustan Zinc Ltd
Project Management	Highway Lighting of NH 12
Material Planning , Project monitoring , Liaising with authority , Payment collection	400 KV Hindaun-Alwar Transmission Line Value 181 Cr 400KV S/C Bikaner –Deedwana & Ajmer Deedwana & 220KV D/C & 400 KV Hindaun –Alwar Transmission Line

Experience on relevant projects/assignments	
Name of Project: Year	Highway Lighting of NH 12 (Deoli –Kota Exp. Way)
Month and Year (From and To)	Nov 2014 to April 2018
Location	Kota , Rajasthan
Client	NHAI
Main Project features	SITC of street lights & Poles & associated infrastructure
Position held	Project Manager
Activities performed	Project management of Highway lighting of NH12

I, the undersigned, confirm that
1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

25/1/2019
Abhishek Pareek

Countersigned by-

Gautam Balakrishnan
Vice President – Smart Cities

1	**Proposed Position**	**Site Engineer**
2	Name Of Staff	Upnesh Kumar Ray
3	Date of Birth	25th Feb 1988
4	Nationality	Indian
5	Personal Address	A-49 2nd February Floor Jharia Sarai Market, Khawaja Near Shiv Mandir, Faridabad, 121003 (HR)
6	Telephone Number	9871199251
7	Fax number	
8	Email address	upnesh.ray@gmail.com
9	Educational Qualification	Bachelor of Engineering (B.E.)
10	Other Training :	Generation & Production from Thermal power Station at NTPC, DADRI
11	Languages And Degree Of Proficiency	Languages: Hindi – Speak: Yes, Read: Yes, Write: Yes; English – Speak: Yes, Read: Yes, Write: Yes
12	Membership In Professional Associations	NA
13	Professional Experience	More than 11 years
14	Work Experience In The Relevant Field For The Project	11 Years

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	**Employing organization and title / position**	**Country**	**Summary of activities performed**
Aug 2008 to Till now	Schneider Electric India Pvt. Ltd. – Site Manager	India	Site Management and Planning for smooth execution of Projects. Manpower, material and resource management for different projects to be executed. Maintaining all Necessary schedules like Time Plan, Cable Scheduling, and Progress Report Both monthly and weekly. Installation, Testing Commissioning of LT Kiosk, PMCC, PCC, MLDB, PDB, etc.

DETAILED TASK ASSIGNED	
TASK	**PROJECTS HANDLED**
Site management	Six Major EPC Solar Projects of 20MW Renew Power, Yadgir, Karnataka within 6 months
Site Management	Testing & Commissioning of HV/LV Electrical systems, Lighting, Earthing ,Tray Routing, Cabling, Fire Sensors Protection, Lighting Protection, etc.
Project Planning and Execution	Completed the Five EPC Solar Projects
Project Planning and Execution	Installation, Testing Commissioning of LT Kiosk, PMCC, PCC, MLDB, PDB, etc.



Experience on relevant projects/assignments	
Name of Project: Year	40MW Essel Infra Solar Power Plant,
Month and Year (From and To)	Nov 2015 to Oct 2018
Location	Allahabad UP
Client	Essell Infra
Main Project features	Installation, Testing Commissioning of LT Kiosk, PMCC, PCC, MLDB, PDB, etc.
Position held	Site manager
Activities performed	Site management of Essel Infra Solar Power Plant

I, the undersigned, confirm that

1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

Upnesh Kumar Ray

25/01/2019

Upnesh Kumar Ray

Countersigned by-

TATA PROJECTS LIMITED

Gautam Balakrishnan

Vice President – Smart Cities

1	Proposed Position	Site Engineer
2	Name Of Staff	Santanu Kundu
3	Date of Birth	25th Jun 1991
4	Nationality	Indian
5	Personal Address	Chickrand (Jalapara), Chickrand, Hooghly, West Bengal
6	Telephone Number	9681121108
7	Fax number	
8	Email address	kundusantanu@hotmail.com
9	Educational Qualification	Diploma in "Electronics & Telecommunication Engineering
10	Other Training :	
11	Languages And Degree Of Proficiency	Languages / Speak / Read / Write Hindi / Yes / Yes / Yes English / Yes / Yes / Yes
12	Membership In Professional Associations	NA
13	Professional Experience	More than 6 years
14	Work Experience In The Relevant Field For The Project	5 Years

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	Employing organization and title / position	Country	Summary of activities performed
Aug 15 to Till date	Wipro Limited– Service Executive	India	Responsible for after sales service for Telangana, AP and Orissa Region Complaint handling and resolution. Site Management and Planning for smooth execution of Projects. Managing Service Franchises and teams for faster service provide, client satisfaction and complaint closure as per TAT. Manpower, material and resource management for different projects to be executed. Maintaining all Necessary schedules like Time Plan, Cable Scheduling, and Progress Report Both monthly and weekly. Installation, Testing Commissioning of LT Kiosk, PMCC, PCC, MLDB, PDB, etc.
June, 2014- Jan, 2015	Philips India Limited- Technician	India	Lighting Quality Department and responsible for attending Eastern Region Field service complaints and resolve the complaints, especially solar lighting products.

July, 2012 – Jan, 2014	Macwin India - Sales & Service Engineer	India	Worked on Scientific and Analytical Instruments, responsible for sales as well as service of the Scientific Instruments.

DETAILED TASK ASSIGNED	
TASK	PROJECTS HANDLED
Site management	Six Major EPC Solar Projects of 20MW Renew Power, Yadgir, Karnataka within 6 months
Site Management	Testing & Commissioning of HV/LV Electrical systems, Lighting, Earthing ,Tray Routing, Cabling, Fire Sensors Protection, Lighting Protection, etc.
Project Planning and Execution	Completed the Five EPC Solar Projects
Project Planning and Execution	Installation, Testing Commissioning of LT Kiosk, PMCC, PCC, MLDB, PDB, etc.

Experience on relevant projects/assignments	
Name of Project: Year	40MW Essel Infra Solar Power Plant,
Month and Year (From and To)	Nov 2015 to Oct 2018
Location	Allahabad UP
Client	Essell Infra
Main Project features	Installation, Testing Commissioning of LT Kiosk, PMCC, PCC, MLDB, PDB, etc.
Position held	Site manager
Activities performed	Site management of Essel Infra Solar Power Plant

I, the undersigned, confirm that

1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

25/01/2019
Santanu Kundu

Countersigned by:

Gautam Balakrishnan
Vice President – Smart Cities

1	**Proposed Position**	**Site Engineer**
2	Name Of Staff	Sanjay Kumar Singh
3	Date of Birth	20th July 1990
4	Nationality	Indian
5	Personal Address	Village + post Bimauri, Mirzamurad, Varanasi (U.P) 221307
6	Telephone Number	9457835915
7	Fax number	
8	Email address	sanjay.singh20790@gmail.com
9	Educational Qualification	B.tech Electrical & Electronics Engg
10	Other Training :	
11	Languages And Degree Of Proficiency	Languages: Hindi — Speak: Yes, Read: Yes, Write: Yes; English — Speak: Yes, Read: Yes, Write: Yes
12	Membership In Professional Associations	NA
13	Professional Experience	More than 3.5 years
14	Work Experience In The Relevant Field For The Project	3.5 Years

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	**Employing organization and title / position**	**Country**	**Summary of activities performed**
Dec 2016 to Till date	Telegence Powercomm Pvt. Ltd. - Engineer	India	Erection, stringing planning of project month wise to complete the project under amendmen Execute site work of tower, erection and stringing as per technical specification. Submit and records time to time reports like material testing, tools and plants, daily, weekly and monthly progress reports etc as per client requirement.
Aug 2014 to Feb 2015	NRR Power Solution Pvt. Ltd.	India	Handle ROW issue as per client norms to improve the smoothly work progress of projects. Coordination with sub-contractors, material suppliers and consultants to achieve the project quality. For approval of work order, detail survey, check survey, erection and stringing Checklist.

DETAILED TASK ASSIGNED	
TASK	**PROJECTS HANDLED**
Site management	400 KV D/C in NRSS XXIX (Samba – Amargarh Line,J&K) project.
Site Management	400KV D/c in NRSS XXIX Transmission Ltd. from Jalandhar to Samba Transmission Line through Going in J&K.
Project Planning and Execution	Installation and Maintenance at Faridabad in Haryana.
Project Planning and Execution	Execute site work of tower, erection and stringing as per technical specification.

Experience on relevant projects/assignments	
Name of Project: Year	400 KV D/C in NRSS XXIX (Samba – Amargarh Line,J&K) project.
Month and Year (From and To)	Nov-2017 to Till date
Location	Jammu & Kashmir
Client	Sterlite Power
Main Project features	Erection, stringing planning of project month wise to complete the project under amendment.
Position held	Site Engineer
Activities performed	Planning , Execution, Reports & Quality control

I, the undersigned, confirm that
1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

26/01/2019
Sanjay Kumar Singh

Countersigned by-

Gautam Balakrishnan
Vice President – Smart Cities

1	Proposed Position	Call Centre Executive
2	Name Of Staff	Sameer Bhagwant Shardul
3	Date of Birth	2nd Jan 1979
4	Nationality	Indian
6	Telephone Number	9767970007
7	Permanent Address	16, Vindhyachal Society, Bodhale Nagar, Nasik Pune Road, Nasik-422006
8	Email address	Shekharshashi3434@gmail.com
9	Educational Qualification	Bachelor of Engineering (B.E.)
10	Other Training :	NA
11	Languages And Degree Of Proficiency	Languages: Hindi – Speak: Yes, Read: Yes, Write: Yes; Marathi – Speak: Yes, Read: Yes, Write: Yes; English – Speak: Yes, Read: Yes, Write: Yes
12	Membership In Professional Associations	NA
13	Professional Experience	More than 8 years
14	Work Experience In The Relevant Field For The Project	8 Years

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	**Employing organization and title / position**	**Country**	**Summary of activities performed**
Sep 2009 to Till Now	Idea Cellular Ltd. Regional Office, Nasik -- Team Leader Customer Care / Sales	India	Heading team of 6 executives for frontend walk in centre for customers. Responsible for the achieving teams (Six Sales Executives) target in terms of Voice (Post-paid/Prepaid), Data card, Wi-Fi Device, Idea Smartphone's, Value added services and 3G Packs sales. Handling walk-in, Telephonic Customer Enquiries/Grievances/Queries. Backend support for all North Maharashtra regions ARC, AEO, Connects, Franchisee.
June 07 to sep 09	Bharti Airtel Ltd, - Customer Care Executive cum sales	India	Handled collection Related Activities & MIS, Recovery.
Mar 05 - to May 07	Tata Teleservices - backend Collection Executive	India	Collection Related Activities & MIS, headed team of 6 FOS for soft bucket.

Call executive	Idea Cellular Ltd , Customer care
Customer care	Bharti Airtel Ltd.
Customer care executive	Tata Teleservices Nashik

Experience on relevant projects/assignments	
Name of Project: Year	Idea Cellular Ltd. Regional Office, Nasik (North-Maharashtra)
Month and Year (From and To)	Sep 2009 to july 2018
Location	Nashik, Maharashtra
Client	Idea
Main Project features	Handling walk-in, Telephonic Customer Enquiries/Grievances/Queries.
Position held	Team Leader Customer Care / Sales
Activities performed	Backend support for all North Maharashtra regions ARC, AEO, Connects, Franchisee.

I, the undersigned, confirm that

1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

Shardul

25/01/2019

Sameer Bhagwant Shardul

Countersigned by-

TATA PROJECTS LIMITED

Gautam Balakrishnan

Vice President – Smart Cities

Form 5: Proposed Implementation Work plan

#	Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
1	Asset Monitoring & Survey									
2	Report Submission for Infra dev									
3	Supply of LED Light fixtures									
4	Supply of CCMS Panels									
5	Installation & Commissioning of LEDs									
6	Installation & Commissioning of CCMS									
7	Installation & Commissioning of Integrated SCADA system									
8	Documentation & Running Account Invoicing									

DECLARATION

Place: MUMBAI
Date: 11.02.2019

To,
The Commissioner
ashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

Bid Reference No: NMC/ELED/16/2017-18 for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Sub: Clarification requested for Driver Efficiency report of LED light fixtures vide letter no. O no. 133 dated 08/02/2019

Dear Sir,

With reference to your letter dated 08.02.2019 requesting clarification for the above mentioned subject, we hereby clarify the following

As per the RFP clause 5.1 LED Technical Specification, Serial No. xvii, the Driver efficiency of the LED should be greater than 90%. We hereby confirm that we comply to the clause in line with the OEM's confirmation attached overleaf.

We also hereby confirm that all tests will be performed and appropriate test report will be submitted before the installation of the Luminaires to confirm all the technical specifications comply to the RFP conditions

Trust the above clarification is in line with your requirement.

Yours faithfully,

विद्युत विभाग
आवक नं. 299
दिनांक- 11/2/2019

Name: Gautam Balakrishnan
Designation: Vice President & Head – Smart Cities
Address: Tata Projects Limited
One Boulevard, 2nd, 3rd, 4th Floor, Lake Boulevard Street,
Hiranandani Business Park, Powai, Mumbai 400076

11/2/19

~~श्री. भोसले~~

BAJAJ
Bajaj Electricals Ltd
Inspiring Trust

To,

Date: 09/02/19

Tata Projects Limited
One Boulevard, 2nd, 3rd, 4th Floor
Lake Boulevard Street, Powai,
Mumbai

Subject: Regarding request for clarification for clause with respect to driver efficacy- Nashik Smart City Project.

Dear Sir,

As per RFP clause no. 5.1 LED technical specification, Sr No. xvii LED driver efficiency should be > 90%. We hereby confirm that LED drivers of the products offered by us for above mentioned project shall comply to the said clause.

M/s Bajaj Electricals also undertake to replace the drivers in case driver efficiency is found to be less than 90% as per the RFP terms & conditions

All tests will be performed, and appropriate test report will be submitted before installation of Luminaries to confirm all the technical specifications were as per the RFP.

Thanking You,

Yours Sincerely,

For Bajaj Electricals Ltd,

Sugato Mukherjee (DGM)

Outdoor Illumination Solution Head

Mumbai

Maharashtra,India

Contact Number: 9891015599

Email : Sugato.mukherjee@bajajelectricals.com

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422001.

Date: 20th February 2019

Subject: Submission of Final Bid evaluation report for Smart LED Street light RFP for Pan City Nashik

Ref:

1 Tender no. 2018_NMC_365389_1
2 Tender Name: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.
3 Technical Documentation handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC.
4 Clarification Seeking Mail from NMC dated 8th February 2019 annexed Letter No. 133.
5 Invitation mail for PoC from NMC dated 8th February 2019 annexed Letter No. 132
6 Clarification of Tata Projects Limited dated 11th February 2019 handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC.
7 PoC conducted on 15th February 2019 in presence of PoC Committee.
8 PoC conducted on 18th February 2019 in presence of PoC Committee.

Dear Sir,

NMC has re-published the Smart LED Street light RFP on 22nd October 2018. After the sixth extension one bid was received for the re-published RFP from Tata Projects Limited

We are pleased to submit the final technical Bid evaluation report for Smart LED Street light RFP for Pan City Nashik. This report is prepared on the basis of the bid documents and clarifications handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC.

The BEC may approve the technical evaluation report and take necessary actions as per the observations mentioned in the report.

With regards

Harshad Dhande
Project Director
KPMG

20/2/19

विद्युत विभाग
आवक नं. 235
दिनांक- 20/02/2019

Notice to Reader

1 This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').

2 In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.

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Bidder Details

Sr. No.	Particulars	Details on (PQ-ENVELOPEA.PDF - Page 24) submitted by bidder
1	**Concessionaire Name:**	Tata Projects Limited
2	**State of incorporation:**	Telangana
3	**Address of the corporate headquarters and its branch office(s), if any, in India:**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranadani Business park, Powai, Mumbai- 400076
4	**Date of incorporation and/ or commencement of business:**	20/02/1979
5	**Corporate Identity Number:**	U45203AP1979PLC057431

Details of individual(s) who will serve as the point of contact/ communication:

Sr. No.	Particulars	Details
1	**Name**	Amol Nisal
2	**Designation**	Assistant General Manager- Smart Cities
3	**Company**	Tata Projects Limited
4	**Address**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranandani Business park, Powai, Mumbai- 400076
5	**Telephone Number**	+91-22-66255610
6	E-Mail Address:	amolnisal@tataprojects.com
7	**Fax Number:**	+91-22-67402960

Particulars of the Authorized Signatory of the Concessionaire:

Sr. No.	Particulars	Details
1	**Name**	Gautam Balakrishnan
2	**Designation**	Vice President- Smart Cities
3	**Company**	Tata Projects Limited
4	**Address**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranandani Business park, Powai, Mumbai- 400076
5	**Telephone Number**	+91-22-66255720
6	E-Mail Address:	gautamb@tataprojects.com
7	**Fax Number:**	+91-22-67402960

KPMG

Pre-qualification Report (Envelope A) with Remarks

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
1	Page no 21, Clause 2.2	Tender Fees: Rs. 10,000/- + Rs.90/- + GST (CGST 9%+SGST 9%)	Mahatender Receipt	PaymentReciept.pdf	page 1	Submitted
2	Page no 21, Clause 2.2	EMD Amount: Rs. 85,00,000/-	Mahatender Receipt	PaymentReciept.pdf	page 1	Submitted
3	Page no 35, Clause 3.24.3 and Corrigendum 1 dated 11 Dec 2018, point No 1	**Incorporation:** i. The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and Lead Bidder should have been in existence for minimum of 5 years from the last date of submission of the bid.	Certificate of incorporation or registration of the organization to be provided.	PQ-ENVELOPEA.PDF	Page 3	CIN: U45203AP1979PLC057431 Date of Incorporation: 20/02/1979 Roc: Hyderabad
4	Page no 35, Clause 3.24.3	**Incorporation:** ii. The Concessionaire / Lead Concessionaire or if it's a consortium, All the members of the Consortium should have PAN, TAN certificates and GST registration.	PAN, TAN & GST registration certificates	PQ-ENVELOPEA.PDF	Page 7, 8.	Provisional GSTIN: 27AAACT4119L1Z8 PAN: AAACT4119L TIN: 27590001224v TIN certificate not submitted. However TIN details are available in the GSTIN certificate

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						submitted by the bidder. **BEC may accept this submission.**
5	Page no 35, Clause 3.24.3	**Technical Capacity:** iii. The Concessionaire (The Lead bidder in case of Consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.	A certificate from the head of HR Department	PQ-ENVELOPEA.PDF	Page 9	HR declaration ref TPL/UI/HR/2019/Jan/14 dated 25th Jan 2019 certifying that the bidder had more than 5000 employees on its payroll.
6	Page no 35, 36 Clause 3.24.3 and Corrigendum 1 dated 11 Dec 2018, point no 2	**Technical Capacity** iv. The Concessionaire (The lead bidder or any member of the consortium) should have experience of at least i. One project which involved 10,000 nos. or ii. Two projects which involved 5,000 nos. each or iii. Three projects which involved 4,000 nos. each LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India or global level (international experience)	Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided	PQ-ENVELOPEA.PDF	Page 10-12	Work order of Pune Municipal corporation (PMC) No. 1914 dated 09/09/2016 issued By Superintending Engineer-Electrical Completion Certificate of PMC dated 07/06/2018 issued By Superintending Engineer- Electrical (Mr. Ramdas Taru) Energy efficient dimmable LED street light Fittings: 77800. SCADA based Feeder Panel: 1500

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						Command and control Centre for PMC. Date of Start: 25th November 2016 Date of Completion: 31st March 2018 AMC period: 12 years
7	Page no 36 Clause 3.24.3	**Technical Capacity:** v. The Concessionaire (The lead bidder or any member of the consortium) will have to produce successful commissioning certificate and Successful energy saving performance from any Government Authority for at least one existing project of smart street LED lighting.	Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided	PQ-ENVELOPEA.PDF	Page 10-12	Work order of Pune Municipal corporation (PMC) No. 1914 dated 09/09/2016 issued By Superintending Engineer-Electrical Completion Certificate of PMC dated 07/06/2018 issued By Superintending Engineer- Electrical (Mr. Ramdas Taru) Energy efficient dimmable LED street light Fittings: 77800. SCADA based Feeder Panel: 1500 Command and control Centre for PMC.

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						Date of Start: 25th November 2016 Date of Completion: 31st March 2018 AMC period: 12 years Work done as per PMC satisfaction
8	Page no 36 Clause 3.24.3	**Technical Capacity:** vi. The Concessionaire or if it's a consortium, all members of consortium should not have been blacklisted/ debarred/ terminated by any of the Central/State Government Department/Board/PSUs/Municipal Corporations for fraudulent or corrupt practices as on the date of the submission of the bid.	Form 7 on Non-judicial stamp paper	PQ-ENVELOPEA.PDF	Page 13-14	Submitted

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
9	Page no 36 Clause 3.24.3 and corrigendum 3 dated 21 Dec 2018, point no 15, and Corrigendum no 5 dated 18 Jan 2019, Point no 12	i. The Concessionaire (Lead member in case of Consortium) should have average annual turnover of Rs.100 Crore in the last 3 financial years 2014-15, 2015-16 and 2016-17	Last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.	PQ-ENVELOPEA.PDF	Page 15-16 Page 17-18 Page 19-20 Page 21	Balance sheet as on 31st March 2015 Balance sheet as on 31st March 2016 Balance sheet as on 31st March 2017 CA certificate: T.O. 2014-15: Rs. 3444.40 Cr. T.O. 2015-16: Rs. 4386.09 Cr. T.O. 2016-17: Rs. 6023.88 Cr. Average T.O. : 4618.12 Cr.

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
10	Page no 36 Clause 3.24.3	**Financial Capacity:** ii. The Concessionaire (Lead member in case of Consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) as on 31st March, 2017, duly certified by Auditor / Chartered Accountant The net worth will be calculated as: Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)	Net worth certificate duly certified by Auditor / Chartered Accountant	PQ-ENVELOPEA.PDF	Page 22	CA certificate: Net Worth 2014-15: Rs. 869.09 Cr. Net Worth 2015-16: Rs. 918.67 Cr. Net Worth 2016-17: Rs. 1026.36 Cr. Average Net Worth : 938.04 Cr.
11	Page no 31 Clause 3.21	Signed copy of this RFP. The Bid will have to be signed and submitted by the proper authorized person as appointed by the Concessionaire.	NA	PQ-ENVELOPEA.PDF	Page 31-196	Submitted
12	Page no 32 Clause 3.21	Power of Attorney for signing the Bid as per the format at Form-3A;	Form 3A on stamp paper	PQ-ENVELOPEA.PDF	25-28	General Power of Attorney issued to Mr. Gautam Balakrishnan, Vice President-Smart cities vide No. 9635 dated

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						24/10/2017 is valid for 2 years. Declaration dated 25 Jan 2019 stating that the General POA is not revoked by the company as on the date of bid submission
13	Page no 32 Clause 3.21	the Power of Attorney for Lead Member of Consortium as per the format at Form-3B;	Form 3B on stamp paper	Not Applicable	-	NA
14	Page no 32 Clause 3.21	Joint Bidding Agreement, in case of a Consortium, substantially in the format at Form 10;	Form 10	Not Applicable	-	NA
15	Page no 32 Clause 3.21	Declaration duly signed by signatory of the Concessionaire in the official letterhead stating that Concessionaire has understood the scope of work and site conditions and carried out necessary site visits and completely comprehended the geographical aspects, works, land use as pacts and all normal and specific quality, safety, health and environment requirement and has sufficient resources such as qualified and experienced man	Declaration on letterhead	PQ-ENVELOPEA.PDF	Page 30	Declaration dated 25 Jan 2019 Submitted

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
		power, material land equipment/instruments to carry out the scope of work.				
16	Page no 92 Clause 8.1	Covering letter	Form 1 on letter head	PQ-ENVELOPEA.PDF	Page 23	Covering letter submitted
17	Page no 92 Clause 8.1	Curriculum Vitae of Key Personnel (Project Manager(1),Site Engineer (3),Call Centre Executive – Complaint Redressal (1))	Form 4	TQ-envelopeB.PDF	Page - 127-128	Project Manager- Abhishek Pareek. (Exp-12+) (B.E.)
					Page 129-130	Site Engineer (1) - Upnesh Kumar Ray (Exp-11+) (B.E.)
					Page 131-132	Site Engineer (2) - Santanu Kundu (Exp- 6+) (Diploma in Engineering)
					Page 133-134	Site Engineer (3) - Sanjay Kumar Singh (Exp- 3.5+) (B.Tech)
					Page 135-136	Call Centre Executive – Complaint Redressal - Sameer Bhagwant Shardul (Exp-8+)(B.E.)
18	Page no 92 Clause 8.1	Proposed Implementation Work plan	Form 5	TQ-envelopeB.PDF	Page 137	i. The submitted plan indicates that Asset Monitoring and Survey

Sr. No.	RFP Page no and Clause No	RFP Clause	Supporting Document/ Proof Required	Bid Document Reference	Section & Page Number	Remarks
						will be completed in two months as against the RFP requirement of one month. ii. However the project schedule indicates that the project will be completed within 9 months as against the RFP requirement of 9.5 months. **iii. The BEC may accept this implementation Plan.**
19	Page no 92 Clause 8.1	Declaration for setting-up of office in Nashik, Maharashtra	Form 6 on letter head	PQ-ENVELOPEA.PDF	Page 29	Declaration dated 25 Jan 2019 Submitted

Technical Evaluation (Envelope B) with Remarks

As part of envelope B, Technical documents submitted by Tata Projects Limited are handed over to M/s KPMG Advisory Service Ltd. by Electrical Department, NMC.

Following document were required as part of Envelope B and the details of the documents submitted by Tata Projects Limited are as follows:

1. **Guaranteed technical particulars of LED street lights and accessories as per Section V of RFP document.**

Sr. No.	Datasheet	Page Number
1	BRLEP 30W LED WH N	**TQ-envelopeB.PDF page- 28**
2	BRTFG 40W LED I N	**TQ-envelopeB.PDF page- 29**
3	BRLEP 55W LED V2 N	**TQ-envelopeB.PDF page- 30**
4	BRTFG 110W LED WH A-DIM NS N	**TQ-envelopeB.PDF page- 31**
5	BRTFG 85W LED I N	**TQ-envelopeB.PDF page- 32**
6	BRTFG 170W LED HXE A-DIM NS N	**TQ-envelopeB.PDF page- 33**

2. **LM79 Measurement Report for the luminaries tested in NABL & BIS certified laboratory for testing of Luminaries : LED Luminaire Photometric & Electrical Test Report (As per IES LM 79-08 / IS 16106-11) issued by Bajaj Electricals**

Sr. No.	Items	Page Number	
1	BRLEP 30W LED WH N (Report Number: 18046-01) issued date : 8/12/18	**TQ-envelopeB.PDF page- 48-50**	As per Specifications of LED Luminaire Driver Efficiency must be > 90%, whereas as per LM-79 Report it is only 85%. However, Under clause 5.1. LED Luminaire Technical Specification On page No. 72 of RFP it is mentioned under note that "All *Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaires.*" **Clarification: An undertaking regarding compliance of the specifications at the time of installation submitted by the bidder.**
2	BRTFG 40W LED I N (Report Number: 18043-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 36-38**	
3	BRTFG 85W LED I N (Report Number: 18041-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 44-46**	
4	BRTFG 170W LED HXE A-DIM NS N (Report Number: 18042-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 40-42**	
5	BRLEP 55W LED V2 N (Report Number: 18045-01) issued date : 8/12/18	**TQ-envelopeB.PDF page- 76-78**	
6	BRTFG 110W LED WH A-DIM NS N (Report Number: 18041-01) issued date : 6/12/18	**TQ-envelopeB.PDF page- 80-82**	

3. **LM80 Report for the LEDs used (supplied by LED manufacturer).**

Sr. No.	Items		
1	(CLD-AP100 REV 10) issued by Cree® XLamp® XT-E White LEDs	**IES LM-80-2008 TEST REPORT**	**TQ-envelopeB.PDF page- 51-74**

4. **Compliance Forms as per the format in Annexure II.**

	CSMS Validation for 3-phase and single phase	Compliance Yes	No
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).	**Yes (TQ-envelopeB.PDF page-18)**	
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons		
	a. Display live status of the switching points	**Yes (TQ-envelopeB.PDF page-18)**	
	b. Live readings of energy consumption details (meter packets) with current time stamps.	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Configure or reset the timings etc.	**Yes (TQ-envelopeB.PDF page-18)**	
	d. Page/screen with GIS mapping	**Yes (TQ-envelopeB.PDF page-18)**	
	e. Page/screen with power failure information	**Yes (TQ-envelopeB.PDF page-18)**	
	f. Page/screen with lamp failure details	**Yes (TQ-envelopeB.PDF page-18)**	
	g. Page/screen for reports	**Yes (TQ-envelopeB.PDF page-18)**	
3	Operation Features		
	a. GPRS /GSM	**Yes (TQ-envelopeB.PDF page-18)**	
4	Timer Operation – Refer Test Methodology		
	a. On/off operation of switching point	**Yes (TQ-envelopeB.PDF page-18)**	
	b. Time setting operation – Set the RTC	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Scheduling the ON and OFF timings	**Yes (TQ-envelopeB.PDF page-18)**	
	d. Check the real time or present status of the switching point.	**Yes (TQ-envelopeB.PDF page-18)**	
	e. Reset the unit – Time	**Yes (TQ-envelopeB.PDF page-18)**	
	f. Auto Recovery after power failure	**Yes (TQ-envelopeB.PDF page-18)**	
5	Meter Operations		
	a. Meter readings are reflected in the server	**Yes (TQ-envelopeB.PDF page-18)**	

Sr. No.	CSLMS Validation for 3-phase and single phase	Compliance Yes	Ty
	b. Periodicity of Meter Packet should be configurable from server	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power	**Yes (TQ-envelopeB.PDF page-18)**	
6	Reports Downloading		
	a. Energy saving report - yearly, monthly, weekly or daily basis	**Yes (TQ-envelopeB.PDF page-18)**	
	b. Error reports — No of lights off and Panel Door Opened with Timing etc.	**Yes (TQ-envelopeB.PDF page-18)**	
	c. Power failure report etc.	**Yes (TQ-envelopeB.PDF page-18)**	
7	Time Sync/Auto synchronization in case of time skip	**Yes (TQ-envelopeB.PDF page-18)**	
8	Fault Detections in terms of failures for the followings with inclusive SMS alerts	**Yes (TQ-envelopeB.PDF page-18)**	
	a. Number of lights in glowing and non-glowing	**Yes (TQ-envelopeB.PDF page-19)**	
	b. High/low voltage	**Yes (TQ-envelopeB.PDF page-19)**	
	c. Overload on the phases	**Yes (TQ-envelopeB.PDF page-19)**	
	d. Theft alerts	**Yes (TQ-envelopeB.PDF page-19)**	
	e. Group failure of lights	**Yes (TQ-envelopeB.PDF page-19)**	
	f. No output supply	**Yes (TQ-envelopeB.PDF page-19)**	
	g. Power Failure	**Yes (TQ-envelopeB.PDF page-19)**	
9	CSLMS System Battery		
	a. Battery performance in case of Power Failure	**Yes (TQ-envelopeB.PDF page-19)**	
	b. Batter backup or UPS backup of 12 hrs. (Minimum)	**Yes (TQ-envelopeB.PDF page-19)**	
	CSLMS System Hardware:		
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement	**Yes (TQ-envelopeB.PDF page-19)**	
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)	**Yes (TQ-envelopeB.PDF page-19)**	
	c. Proper Earthing System	**Yes (TQ-envelopeB.PDF page-19)**	

	CSLMS Validation for 3-phase and single phase	Compliance Yes	No
	d. IP 55 or 65 for complete CSLMS system	**Yes (TQ-envelopeB.PDF page-19)**	
	e. Single Phase system - 5kVA	**Yes (TQ-envelopeB.PDF page-19)**	
	f. Three Phase system — 10kVA	**Yes (TQ-envelopeB.PDF page-19)**	
	g. Emergency on/off switch	**Yes (TQ-envelopeB.PDF page-19)**	

No	Specification	Compliance Yes	No
1	Ability to control group based light on commands and policies	**Yes (TQ-envelopeB.PDF page-16)**	
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	**Yes (TQ-envelopeB.PDF page-16)**	
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	**Yes (TQ-envelopeB.PDF page-16)**	
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	**Yes (TQ-envelopeB.PDF page-16)**	
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	**Yes (TQ-envelopeB.PDF page-16)**	
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	**Yes (TQ-envelopeB.PDF page-16)**	
7	The smart street lighting system should be able to operate at any weather Conditions	**Yes (TQ-envelopeB.PDF page-16)**	
8	The smart street lighting system should preferably be communicating using WiFi technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.	**Yes (TQ-envelopeB.PDF page-16)**	
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	**Yes (TQ-envelopeB.PDF page-16)**	

Sr. No.	Specification	
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	**Yes (TQ-envelopeB.PDF page-16)**
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as per the command received from the Lighting Operations Management software	**Yes (TQ-envelopeB.PDF page-16)**
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	**Yes (TQ-envelopeB.PDF page-16)**
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	**Yes (TQ-envelopeB.PDF page-16)**
14	The city administration should be able to operate the Smart Lighting System manually too.	**Yes (TQ-envelopeB.PDF page-16)**
15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	**Yes (TQ-envelopeB.PDF page-17)**
16	The smart lighting system is preferably a combination of LED lights and sensors	**Yes (TQ-envelopeB.PDF page-17)**
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	**Yes (TQ-envelopeB.PDF page-17)**
18	The controller should be able to operate autonomously as per the defined schedules and light level sensors	**Yes (TQ-envelopeB.PDF page-17)**
19	Should enable Over the Air (OTA) firmware update	**Yes (TQ-envelopeB.PDF page-17)**
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	**Yes (TQ-envelopeB.PDF page-17)**
21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	**Yes (TQ-envelopeB.PDF page-17)**

	Specification	Compliance Yes	No
22	At any time, these policies can be overridden by human intervention with the system	**Yes (TQ-envelopeB.PDF page-17)**	
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	**Yes (TQ-envelopeB.PDF page-17)**	
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	**Yes (TQ-envelopeB.PDF page-17)**	
25	The sensor firmware should be upgradable from the central location.	**Yes (TQ-envelopeB.PDF page-17)**	
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	**Yes (TQ-envelopeB.PDF page-17)**	
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	**Yes (TQ-envelopeB.PDF page-17)**	

Mail to Tata Projects Limited for seeking Clarification

2/15/2019 NASHIK MUNICIPAL SMART CITY DEVELOPMENT CORPORATION Mail - Fwd: Clarification email for Tender for Smart LED street lig...

Gmail

Project Coordinator <pmc@nashiksmartcity.in>

Fwd: Clarification email for Tender for Smart LED street light system for Pan City in Nashik City

1 message

Abhishek Das <abhishekdas@tataprojects.com> Fri, Feb 15, 2019 at 5:46 PM
To: "pmc@nashiksmartcity.in" <pmc@nashiksmartcity.in>

Get Outlook for iOS

From: Amol Nisal
Sent: Friday, February 8, 2019 7:45:00 PM
To: Abhishek Das
Cc: Gautam Balakrishnan
Subject: Fwd: Clarification email for Tender for Smart LED street light system for Pan City in Nashik City

Pl do needful

From: [redacted]@nmc.gov.in <[redacted]@nmc.gov.in>
Sent: Friday, February 8, 2019 4:52:42 PM
To: Amol Nisal
Cc: Gautam Balakrishnan
Subject: Clarification email for Tender for Smart LED street light system for Pan City in Nashik City

Please see attachment
Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited. You are requested to delete this email immediately and notify the sender.

2019 2 8 Clarification Letter.docx
136K

KPMG

Letter Annexed with the Mail

Q.No. 133, Dt. 8/2/2019

To,

Mr. Amol Nisal,
Assistant General Manager- Smart Cities
Tata Projects Limited, one Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard street,
Hiranandani Business park, Powai,
Mumbai- 400076

Subject: - Clarification required in the Bid submitted by you for the tender for Smart LED street light system for Pan City in Nashik City.
Ref: Tender no. 2018_NMC_385389_1

The bids for above mentioned tender were opened on 05th February 2019. Based on the evaluation of your bids, some clarification required from your side for satisfying the bid condition:

As per Specifications of LED Luminaries Driver Efficiency must be > 90%, whereas as per LM-79 Report submitted by you in the technical bid it is only 85%. Moreover, as per clause 6.1. LED Luminaries Technical Specification of RFP it is mentioned under note that "All *Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaries.*"

So it is requested to submit an undertaking stating that "All tests will be performed and appropriate test report will be submitted before installation of Luminaries to confirm all the technical specifications were as per the RFP."

Request you to submit clarification up to 06:00 PM by 11th February 2019 via returning email and submit the hard copy at below address.

Address:-
Electrical Department,3rd Floor,
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik - 422002.

Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

Clarification submitted by Tata Projects Limited

TATA

DECLARATION

Place: MUMBAI
Date: 11.02.2019

To,
The Commissioner
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

Bid Reference No: NMC/[illegible] for [illegible] for implementing Smart LED Street Lights in lieu of Rights of Sharing Energy Savings and Advertisement Rights, in Public Private Partnership/PPP Basis for PAN City area under Nashik [illegible] Maintain, Monetize and Transfer (UBFOMMT) Basis

Sub: Clarification requested for Driver efficiency report of [illegible] dated 08/02/2019

Dear Sir,

With reference to your letter dated 08.02.2019 requesting clarification for the above mentioned subject, we hereby clarify the following

As per the RFP clause 5.1 LED Technical Specification, Serial No. xiii, the Driver efficiency of the LED should be greater than 90%. We hereby confirm that we comply to the clause in line with the OEM's confirmation attached overleaf.

We also hereby confirm that all tests will be performed and appropriate test report will be submitted before the installation of the Luminaires to confirm all the technical specifications comply to the RFP conditions.

Trust the above clarification is in line with your requirement.

Yours faithfully,

Name: Gautam Balakrishnan
Designation: Vice President & Head – Smart Cities
Address: Tata Projects Limited
One Boulevard, 2nd, 3rd, 4th Floor, Lake Boulevard Street,
Hiranandani Business Park, Powai, Mumbai 400076

11/2/19

TATA PROJECTS LIMITED

[illegible]

Bajaj letter Annexed in the clarification

BAJAJ
Bajaj Electricals Ltd
Inspiring Trust

To,

Date: 09/02/19

Tata Projects Limited
One Boulevard, 2nd, 3rd, 4th Floor
Lake Boulevard Street, Powai,
Mumbai

Subject: Regarding request for clarification for clause with respect to driver efficacy- Nashik Smart City Project

Dear Sir,

As per RFP clause no. 5.1 LED technical specification, Sr No. xvii LED driver efficiency should be > 90%. We hereby confirm that LED drivers of the products offered by us for above mentioned project shall comply to the said clause.

M/s Bajaj Electricals also undertake to replace the drivers in case driver efficiency is found to be less than 90% as per the RFP terms & conditions.

All tests will be performed, and appropriate test report will be submitted before installation of commands to confirm all the technical specifications were as per the RFP.

Thanking you,

Yours Sincerely,

For Bajaj Electricals Ltd,

Sugato Mukherjee (DGM)

Outdoor Illumination Solution Head

Mumbai

Maharashtra India

Contact Number: 9891015599

Email: Sugato.mukherjee@bajajelectricals.com

601 (8th Floor), Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway Sion (E), Mumbai - 400 022
Tel: +91-22-2406 4000 - 4405 | Fax: +91-22-2406 4000 | www.bajajelectricals.com
Regd. Office: 45/47, Veer Nariman Road, Mumbai 400 001, India
Email: [illegible]@bajajelectricals.com | CIN: [illegible]

bajaj group

Proof of Concept Invitation to Tata Projects Limited

To,

O.No.132, Dt. 8/2/2019

Mr. Amol Nisal,
Assistant General Manager- Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranandani Business Park, Powai,
Mumbai- 400076

Subject: Invitation for Demonstration (proof of concept) as part of tender evaluation process of tender for Smart LED street light system for Pan City in Nashik City.
Ref: Tender no. 2018_NMC_365389_1

As per clause no. 3.24.4 of RFP you need to perform Demonstration (proof of concept) for Smart LED Street light RFP. Demonstration (proof of concept) is schedule for 3 days starting form 11/02/2019.

You need to demonstrate successful operation of the offered LED street light solution as indicated below, failing which your bid shall be rejected. Following use cases to be shown in the Proof of Concept -

Sr	Use Cases
1	Minimum 6 no. of Smart LED fixture of each 90 Watt and above fixtures to be demonstrate
2	90 Watt and above (> = 90 watt) Smart LED street light with Individual On-Off via CSLSM
3	90 Watt and above (> = 90 watt) Smart LED street light with Individual Dimming via CSLSM
4	90 Watt and above (> = 90 watt) Smart LED street light with individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) Addressing via CSLSM
5	Minimum 3 no. of each wattage of fixtures below 90 Watt (< 90 watt) to be demonstrate
6	90 Watt below (< 90 watt) smart LED group on-off at feeder panel level via CSLSM
7	90 Watt below (< 90 watt) smart LED group dimming, individual data point addressing via feeder panel (OPTIONAL) via CSLSM
8	90 Watt below (< 90 watt) smart LED group/ individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) addressing via feeder panel via CSLSM. To identify the working of fixtures via feeder panel.
9	GIS Mapping of each fixtures on City Map
10	Web portal of CSLSM
11	Reports

Proof of concept should be demonstrate on the location given by Electrical Department, NMC. For the location of demonstration, contact the under signee.

Head of Department,
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

KPMG

Proof of Concept Use cases Report: POC committee Observations

Sr.	Use Cases	Remark (Yes/No)	Comment
1	**Minimum 6 no. of Smart LED fixture of each 90 Watt and above fixtures to be demonstrate.**		
a	BRTFG 110W LED WH A-DIM NS N	**Yes**	
b	BRTFG 170W LED HXE A-DIM NS N	**Yes**	
2	**90 Watt and above Smart LED street light with Individual On-Off via CSLSM**		
a	BRTFG 110W LED WH A-DIM NS N	**Yes**	
b	BRTFG 170W LED HXE A-DIM NS N	**Yes**	
3	**90 Watt and above Smart LED street light with Individual Dimming via CSLSM**		
a	BRTFG 110W LED WH A-DIM NS N	**Yes**	
b	BRTFG 170W LED HXE A-DIM NS N	**Yes**	
4	**90 Watt and above Smart LED street light with Individual Addressing via CSLSM**		
a	BRTFG 110W LED WH A-DIM NS N	**Yes**	
b	BRTFG 170W LED HXE A-DIM NS N	**Yes**	
5	**Minimum 3 no. of each wattage of fixtures below 90 Watt to be demonstrate**		
a	BRLEP 30W LED WH N	**Yes**	
b	BRTFG 40W LED I N	**Yes**	
c	BRLEP 55W LED V2 N	**Yes**	

Sr.	Use Cases	Remark (Yes/No)	Comment
d	BRTFG 85W LED I N	Yes	
6	**90 Watt below smart LED group on-off at feeder panel level via CSLSM**		
a	BRLEP 30W LED WH N	Yes	
b	BRTFG 40W LED I N	Yes	
c	BRLEP 55W LED V2 N	Yes	
d	BRTFG 85W LED I N	Yes	
7	**90 Watt below smart LED group/ individual dimming on-off via feeder panel (OPTIONAL) via CSLSM**		**Group On- Off is demonstrated. Whereas, Group/individual dimming is optional via. CSLMS and bidder not considered the same in the proposed solution.**
a	BRLEP 30W LED WH N		
b	BRTFG 40W LED I N		
c	BRLEP 55W LED V2 N		
d	BRTFG 85W LED I N		
8	**90 Watt below smart LED group/ Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) addressing via feeder panel via CSLSM. To identify the working of fixtures via feeder panel.**		**Group data points demonstrated by the Bidder.**
a	BRLEP 30W LED WH N		
b	BRTFG 40W LED I N		
c	BRLEP 55W LED V2 N		
d	BRTFG 85W LED I N		
9	**GIS Mapping of each fixtures on City Map: Yes all the smart LED above 90 Watt is demonstrated individually on the map. Whereas, Feeder panel is shown on city map for all the other remaining Fixtures below 90 Watt.**		

Sr.	Use Cases	Remark (Yes/No)	Comment
10	**Web portal of CSLSM: Demonstrated the same.**		
11	**Reports: Various reports with different criteria's demonstrated.**		

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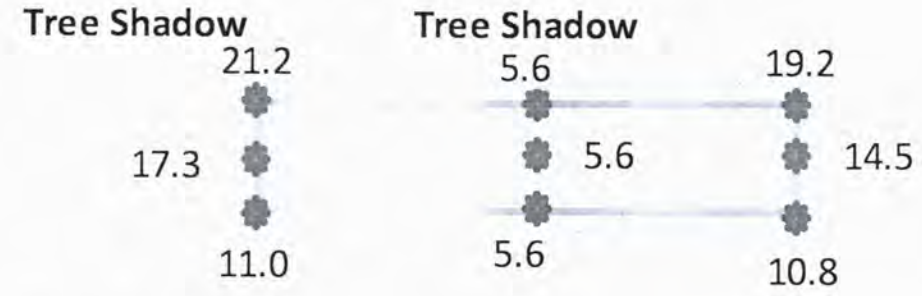
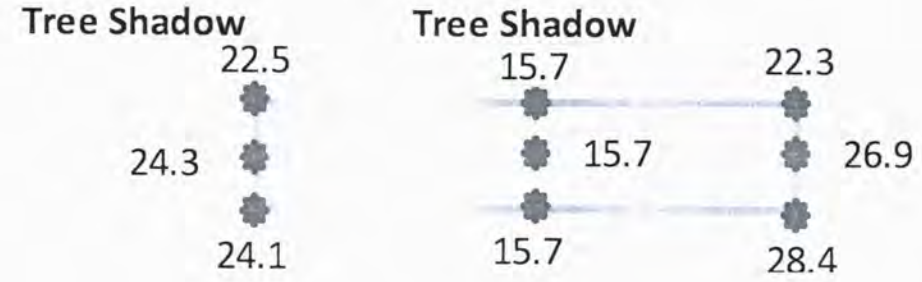
Proof of Concept Lux Level Report- Measured by POC committee

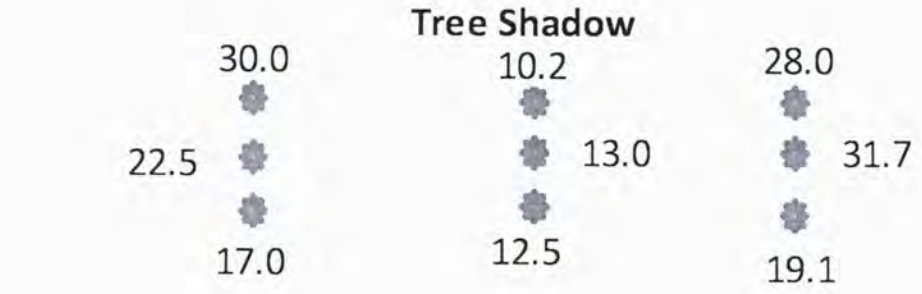
BRLEP 30W LED WH N



BRTFG 40W LED I N



BRLEP 55W LED V2 N



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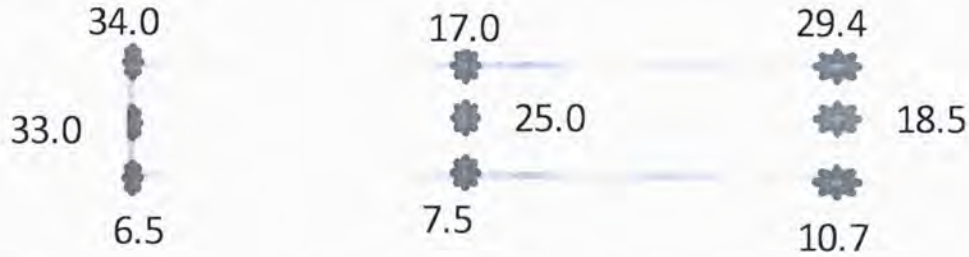
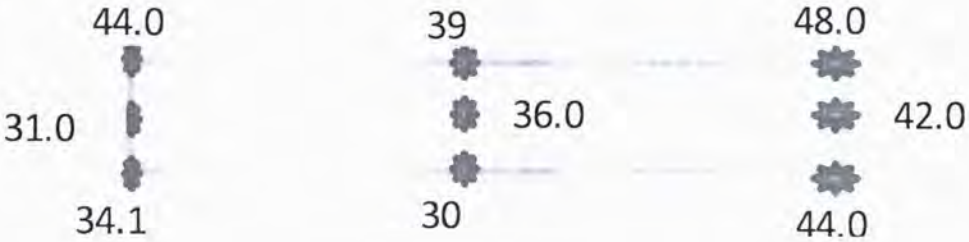
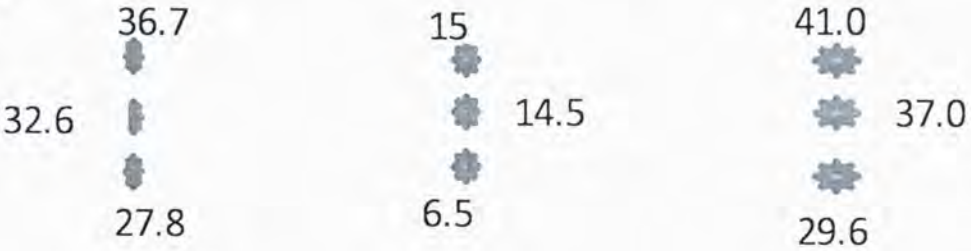
BRTFG 85W LED I N



BRTFG 110W LED WH A-DIM NS N



BRTFG 170W LED HXE A-DIM NS N



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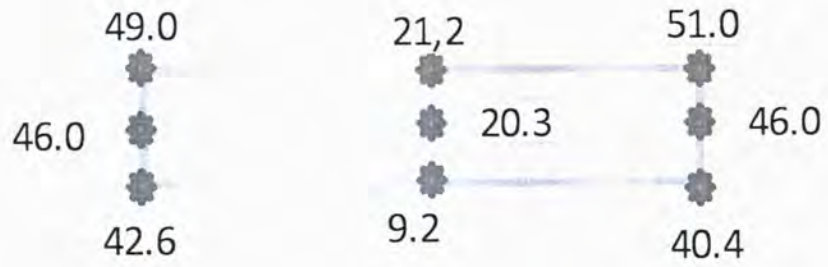
BRTFG 210W LED I



Sr.	LED Luminaires	Road Name	Road Category	Pole Height	Bracket Length	Offset	Tilt Angle	Mounting Arrangement	Pole to Pole spacing	Desired Lux as per BIS, 1981	Achieved Avg. Lux Level	Date & Time of Recording
1	BRLEP 30W LED WH N	Krishi Nagar Colony road Lane 1	B2	6Mtrs.	1 Mtrs.	2.5 Mtrs.	-	Single sided	25 Mtrs.	4	10.66	15/02/19 09:25 PM
2	BRTFG 40W LED I N	Krishi Nagar Colony road Lane 2	B2	6Mtrs.	1 Mtrs.	2 Mtrs.	-	Single sided	24.2 Mtrs.	4	20.33	15/02/19 09:30 PM
3	BRLEP 55W LED V2 N	Krishi Nagar Road	B1	7 Mtrs.	1 Mtrs.	2.5 Mtrs.	-	Single sided	25 Mtrs.	8	18.74	15/02/19 08:55 PM
4	BRTFG 85W LED I N	Don Bosco Gate No. 1	B1	8 Mtrs.	1 Mtrs.	2.7 Mtrs.	-	Single sided	28.2 Mtrs.	8	20.79	15/02/19 09:10 PM
5	BRTFG 110W LED WH A-DIM NS N	College Road	A1	9 Mtrs.	1.5 Mtrs.	-	-	Central verge	30 Mtrs.	30	37.38	15/02/19 09:00 PM
6	BRTFG 170W LED HXE A-DIM NS N	Trambak Road	A1	12.5 Mtrs.	2 Mtrs.	-	15 degree	Central verge	56 Mtrs.	30	23.46	15/02/19 10:20 PM
7	BRTFG 210W LED I	Gangapur Road	A1	12 Mtrs.	2 Mtrs.	-	-	Central Verge	58 Mtrs.	30	31.81	18/02/19 09:20 PM

Recommendation

As per the BEC approval required clarifications & undertaking were sought from the bidder. Moreover, the bidder was invited to demonstrate the Proof of Concept (PoC) to complete the technical evaluation process.

The bidder had submitted the required clarifications & undertaking. The bidder also completed the Demonstration of Proof of Concept to the PoC committee formed for the PoC evaluation.

Based on Bid documents and clarifications submitted by bidder and remarks made in above Table; Tata Projects Limited is qualifying all the pre-qualification criteria as per the RFP.

The PoC was conducted on 15th February 2019 in the presence of the PoC committee. During the PoC all the use cases as per the RFP were successfully demonstrated by the bidder. However, the Lux level of 170 W luminaires installed at the Trimbak road was lower than the lux level defined as per the RFP requirement. The fixtures fitted at Trimbak road were fixed using reducers which resulted into tilting of the fittings by 15 degrees. Further the distance between the poles was 56 meter.

The PoC committee asked the bidder to install higher wattage luminaires at Gangapur road to achieve the lux level as per the RFP requirements. The bidder then installed 210W luminaires and the PoC was carried out again on 18th February 2019 at Gangapur road and the required lux level was achieved.

Since higher wattage luminaires were used to achieve the required lux level at certain areas, the BEC may ask the bidder to submit an undertaking regarding installation of higher luminaires wherever required to achieve the lux level and uniformity as per the RFP requirements.

As the bidder has achieved the required technical qualification, the BEC may approve the technical evaluation report and take necessary actions as per the observations mentioned in the report, after which BEC may open the financial bid.

***

End of Document

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३

ई-मेल आयडी :- ee_electrical@nmcgovt.in

कार्यालय
विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.

NMC/ELECMECH/OWF/ /2019

जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९

दिनांक :- / /२०१९.

To,

O.No.132, Dt. 8/2/2019

Mr. AmolNisal,
Assistant General Manager- Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai- 400076

Subject: Invitation for Demonstration (proof of concept) as part of tender evaluation process of tender for Smart LED street light system for Pan City in Nashik City.
Ref: Tender no. 2018_NMC_365389_1

As per clause no. 3.24.4 of RFP you need to perform Demonstration (proof of concept) for Smart LED Street light RFP. Demonstration (proof of concept) is schedule for 3 days starting form 11/02/2019.

You need to demonstrate successful operation of the offered LED street light solution asindicated below, failing which your bid shall be rejected. Following use cases to be show in the Proof of Concept:-

Sr.	Use Cases
1	Minimum 6 no. of Smart LED fixture of each 90 Watt and above fixtures to be demonstrate.
2	90 Watt and above (> = 90 watt) Smart LED street light with Individual On-Off via CSLSM
3	90 Watt and above (> = 90 watt) Smart LED street light with Individual Dimming via CSLSM
4	90 Watt and above (> = 90 watt) Smart LED street light with Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) Addressing via CSLSM
5	Minimum 3 no. of each wattage of fixtures below 90 Watt (< 90 watt) to be demonstrate
6	90 Watt below (< 90 watt) smart LED group on-off at feeder panel level via CSLSM
7	90 Watt below (< 90 watt) smart LED group dimming, individual data point addressing via feeder panel (OPTIONAL) via CSLSM
8	90 Watt below (< 90 watt) smart LED group/ Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) addressing via feeder panel via CSLSM. To identify the working of fixtures via feeder panel.
9	GIS Mapping of each fixtures on City Map
10	Web portal of CSLSM
11	Reports

Proof of concept should be demonstrate on the location given by Electrical Department, NMC. For the location of demonstration, contact the under signee.

Head of Department,
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

8/2/2019

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmcgovt.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

O.No. 133, Dt. 8/2/2019

To,

Mr. Amol Nisal,
Assistant General Manager- Smart Cities
Tata Projects Limited, one Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard street,
Hiranadani Business park, Powai,
Mumbai- 400076

Subject: - Clarification required in the Bid submitted by you for the tender for Smart LED street light system for Pan City in Nashik City.
Ref: Tender no. 2018_NMC_365389_1

The bids for above mentioned tender were opened on 05th February 2019. Based on the evaluation of your bids, some clarification required from your side for satisfying the bid condition:

As per Specifications of LED Luminaries Driver Efficiency must be > 90%, whereas as per LM-79 Report submitted by you in the technical bid it is only 85%. Moreover, as per clause 5.1. LED Luminaries Technical Specification of RFP it is mentioned under note that "All *Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaries.*"

So it is requested to submit an undertaking stating that "All tests will be performed and appropriate test report will be submitted before installation of Luminaries to confirm all the technical specifications were as per the RFP."

Request you to submit clarification up to 06:00 PM by 11th February 2019 via returning email and submit the hard copy at below address.

Address:-
Electrical Department,3rd Floor,
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik - 422002.

Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग
जा.क्र.मनपा/विद्युत/वशि/ १९९ /२०१९
दिनांक :- २०/ ०२ /२०१९
NMC/ELEC. MECH/OWL/2019/

प्रति,
१) मा.अतिरिक्त आयुक्त सो.
२) मा.मुख्य वित्त व लेखाधिकारी सो.
३) मा.मुख्य कार्यकारी अधिकारी (NMSCDCL)
४) मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग)
नाशिक महानगरपालिका, नाशिक

विषय :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाइटींग प्रकल्प राबविणे.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे याकामासाठी सर्व निविदा समिती सदस्यांची Bid Evaluation Committee मिटींग बुधवार दि.२०/०२/२०१९ रोजी दुपारी ५:३० वाजता मा.आयुक्त सो दालनाशेजारी आयोजित केलेली आहे.

सदरच्या मिटींगसाठी आपण निविदा समिती सदस्य म्हणुन उपस्थित रहावे ही विनंती.

मा.क.

२०/२/२०१९
कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक

नाशिक महानगरपालिका नाशिक
जा.क्र. मनपा विद्युत/विश/ /2019
दि. / /2019

प्रति,
मा.मुख्य लेखा परिक्षक
नाशिक महानगरपालिका नाशिक

विषय- माहे जुन 2018 मध्ये झालेल्या खर्चाचे देयकाबाबत.
संदर्भ :- जा.क्र./मुलेप/विश/डेस्क – 06/389/18 दि.16/08/2018.

महोदय,

उपरोक्त संदर्भिय पत्रान्वये लंखापरिक्षणाने खालील अभिप्राय दिलेले आहेत. त्याबाबत खुलासा प्रमाणे

आक्षेप	खुलासा
1) प्रत्यक्ष परिमाणा पेक्षा जादा झालेल्या परिमाणास सक्षम प्राधिकृत अधिकारी यांचीमान्यता घेणे आवश्यक आहे.	प्रत्यक्ष परिमाणापेक्षा जादा झालेल्या परिमाणास सक्षम प्राधिकरण अधिकारी मा.कार्यकारी अभियंता यांची मान्यता देयकाच्या वेळी घेतली आहे.
2)कामाची मुदत कामाची मुदत दिनांक 16/12/2017 ते 13/02/2018 पर्यत आहे. प्रस्तावीत ठिकाणी पोल व एलईडी (60 W व 90 w) एकुण ४० नग पोल बसविण्यात आलेले आहे. मोजमाप पुस्तकात रेकॉर्डींग दिनांक 23/2/2018 ची आहे. प्रत्यक्षात ज्या दिवशी काम करणेत आले आहे. त्या त्या दिवसाच्या कामाची दिनांक मोजमाप पुस्तकामध्ये घेणे आवश्यक आहे. सदर बाब अनियमित आहे.	रेकॉर्डींग वेळेवर केले आहे परंतु नजरचुकीने दिनांक नमुद केलेले नाही यापुढे दक्षता घेणेत येईल.
3) कामाच्या पुर्णत्वाच्या दाखल्यावर काम पुर्ण झाल्याची दिनांक 13/02/2018 अशी नमुद आहे मात्र दाखला निर्गमित करतांना दिनांक 13/03/2018 रोजी विलंब केलेला आहे.	काम वेळेवर पूर्ण झालेले आहे मात्र तरतुद उपलब्ध नसल्याने देयक ईआरपीन झाल्याने जावक दि.13/03/2018 रोजीचे आहे.
4) उपरोक्त तक्त्यात नमुद केल्याप्रमाणे देयकात 60 W चे एलईडी एकूण परिमाण 120 नग दर्शविणेत आले आहे. नस्ती सोबत जोडलेल्या पृष्ठ क्र.4225, 4229 व 4231 वर मक्तेदाराने नमुद केलेल्या जागेवर 60w चे एलईडी फिटींग बसविण्यात आले असल्याचा रिपोर्ट जोडलेला आहे. सदर रिपोर्ट मध्ये एकूण 104 60w एलईडी फिटींग बसविणेत आले आहे मात्र देयकात १६ नग जादा घेतली आहे. त्याची होणारी र.रु.86019/- जादा आदा झालेली आहे. सदरची रक्कम वसुल पात्र असुन खात्री करुन कार्यवाही करणेत यावी.	एलईडी फिटींग 120 नग बसविणेत आले आहे. सोबत स्टॉक रजिस्टरची प्रत जोडली आहे.
5) स्टॉक रजिस्टर व वजावट रजिस्टर उपलब्ध नाही.	एलईडी फिटींग 120 नग बसविणेत आले आहे. सोबत स्टॉक रजिस्टरची प्रत जोडली आहे.
6) DLP काम पूर्ण झाल्यापासून 5 वर्षे आहे. बसविणेत आलेल्या पोलचे व त्या अनुषंगीक जोडण्यात आलेल्या साहित्याचे History register ठेवण्यात आल्याचे दिसून येत नाही.	स्टॉक रजिस्टर हेच History register आहे.

maven
SYSTEMS
A MosChip Company

Date: 6th December 2018

To:
The Commissioner,
Copy to: The Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

Subject: About Extension of Tender dates for Smart LED Street Lights across Nashik City.
E-Tender Notice: 16
Tender Reference Number: NMC/ELED/16/2018-19
Mahatender Tender ID: 2018_NMC_365389_1

Hello Sir,

We, Maven Systems - is a 100% owned subsidiary of M/s Moschip Semiconductor Technology Ltd. Company. We are pioneer in IoT based remote monitoring solutions and having live deployments of Smart automation solutions in Maharashtra, Andhra Pradesh, Telangana, U.P. and Gujarat with CCMS for municipal corporations.

We have deployed more than 25k+ CCMS Feeder panels in various locations in India.
We also have other live deployments in Private sector as well.

We are interested in Nashik Smart city LED Street light tender. But due to some Technical clarifications and commercial ambiguities we need some time to work out.
So we request you to extend these tender dates for our participation.

Thank you,

Maven System private limited

MAVEN SYSTEMS PRIVATE LIMITED

Date: 6th Dec 2018

विद्युत विभाग
आवक नं. 3014
दिनांक- 10/12/2018

Smart Right File
7/12/18

Maven Systems Pvt. Ltd. (A MosChip Company)
5th Floor, "Galore Tech", Survey No. 22, Bavdhan Khurd, Pune - 411 021.
Tel.: +91 20 2295 2851 / +91 20 2295 2852 | Email: inquiries@mavensystems.com
CIN No.: U72900PN2009PTC134858

Sr.	Use Cases	Remark (Yes/No)	Comment
1	**Minimum 6 no. of Smart LED fixture of each 90 Watt and above fixtures to be demonstrate.**		
a	BRTFG 110W LED WH A-DIM NS N	Yes	
b	BRTFG 170W LED HXE A-DIM NS N	Yes	
2	**90 Watt and above Smart LED street light with Individual On-Off via CSLSM**		
a	BRTFG 110W LED WH A-DIM NS N	Yes	
b	BRTFG 170W LED HXE A-DIM NS N	Yes	
3	**90 Watt and above Smart LED street light with Individual Dimming via CSLSM**		
a	BRTFG 110W LED WH A-DIM NS N	Yes	
b	BRTFG 170W LED HXE A-DIM NS N	Yes	
4	**90 Watt and above Smart LED street light with Individual Addressing via CSLSM**		
a	BRTFG 110W LED WH A-DIM NS N	Yes	
b	BRTFG 170W LED HXE A-DIM NS N	Yes	
5	**Minimum 3 no. of each wattage of fixtures below 90 Watt to be demonstrate**		
a	BRLEP 30W LED WH N	Yes	
b	BRTFG 40W LED I N	Yes	
c	BRLEP 55W LED V2 N	Yes	
d	BRTFG 85W LED I N	Yes	
6	**90 Watt below smart LED group on-off at feeder panel level via CSLSM**		
a	BRLEP 30W LED WH N	Yes	
b	BRTFG 40W LED I N	Yes	
c	BRLEP 55W LED V2 N	Yes	
d	BRTFG 85W LED I N	Yes	

Sr.	Use Cases	Remarks (Yes/No)	Comment
7	90 Watt below smart LED group/ individual dimming on-off via feeder panel (OPTIONAL) via CSLSM		Group On- Off is demonstrated. Whereas, Group/individual dimming is optional via. CSLMS and bidder not considered the same in the proposed solution.
a	BRLEP 30W LED WH N		
b	BRTFG 40W LED I N		
c	BRLEP 55W LED V2 N		
d	BRTFG 85W LED I N		
8	90 Watt below smart LED group/ Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) addressing via feeder panel via CSLSM. To identify the working of fixtures via feeder panel.		Group data points demonstrated by the Bidder.
a	BRLEP 30W LED WH N		
b	BRTFG 40W LED I N		
c	BRLEP 55W LED V2 N		
d	BRTFG 85W LED I N		
9	GIS Mapping of each fixtures on City Map : Yes all the smart LED above 90 Watt is demonstrated individually on the map. Whereas, Feeder panel is shown on city map for all the other remaining Fixtures below 90 Watt.		
10	Web portal of CSLSM : Demonstrated the same.		
11	Reports : Various reports with different criterias demonstrated.		

Executive Engineer , (NMC)

Executive Engineer, MSEDCL

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1 Divn

Divisional Manager, MEDA

Divisional General Manager
Maharashtra Energy Development
Agency (MEDA)
Divisional Office, Nashik
PMC-NMSCDCL

Deputy Engineer-1 , NMC

Deputy Engineer-2, NMC

Deputy Engineer-3, NMC

Deputy Engineer-4, NMC

Sr.	LED Luminaires	Road Name	Road Category	Pole Height	Bracket Length	Offset	Tilt Angle	Mounting Arrangement	Pole to Pole spacing	Desired Lux as per BIS,1981	Achieved Avg. Lux Level	Date & Time of Recording
1	BRLEP 30W LED WH N	Krishi Nagar Colony road Lane 1	B2	6Mtrs	1 Mtrs.	2.5 Mtrs.	-	Single sided	25 Mtrs.	4	10.66	15/02/2019 09:25 PM
2	BRTFG 40W LED I N	Krishi Nagar Colony road Lane 2	B2	6Mtrs.	1 Mtrs.	2 Mtrs.	-	Single sided	24.2 Mtrs.	4	20.33	15/02/2019 09:30 PM
3	BRLEP 55W LED V2 N	Krishi Nagar Road	B1 -	7 Mtrs.	1 Mtrs.	2.5 Mtrs.	-	Single sided	25 Mtrs.	8	18.74	15/02/2019 08:55 PM
4	BRTFG 85W LED I N	Don Bosco Gate No. 1	B1	8 Mtrs.	1 Mtrs.	2.7 Mtrs.	-	Single sided	28.2 Mtrs.	8	20.79	15/02/2019 09:10 PM
5	BRTFG 110W LED WH A-DIM NS N	College Road	A1	9 Mtrs.	1.5 Mtrs.	-	-	Central verge	30 Mtrs.	30	37.38	15/02/2019 09:00 PM
6	BRTFG 170W LED HXE A-DIM NS N	Trambak Road	A1	12.5 Mtrs.	2 Mtrs.	-	15 degree	Central verge	56 Mtrs.	30	23.46	15/02/2019 10:20 PM
7	BRTFG 210W LED I	Infront of Pramod Mahajan Garden	A1	12 Mtrs.	2 Mtrs.	-	-	Central Verge	58 Mtrs.	30	31.81	18/02/2019 09:20 PM

Executive Engineer , (NMC)

Deputy Engineer-1 , NMC

Deputy Engineer-2, NMC

Executive Engineer, MSEDCL

Deputy Engineer-2, NMC

Deputy Engineer-4, NMC

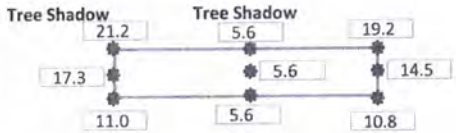
Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1 Divin

Divisional Manager, MEDA

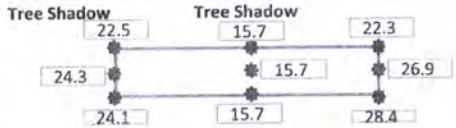
PMC-NMSCDCL

Divisional General Manage
Maharashtra Energy Developmer
Agency (MEDA)
Divisional Office, Nashik

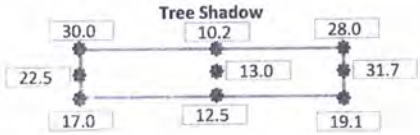
BRLEP 30W LED WH N



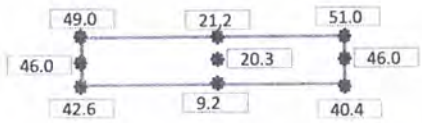
BRTFG 40W LED I N



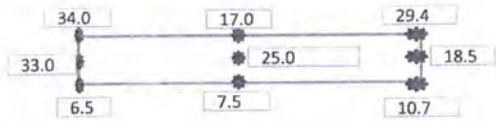
BRLEP 55W LED V2 N



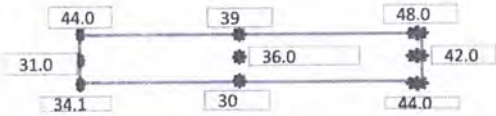
BRTFG 210W LED I



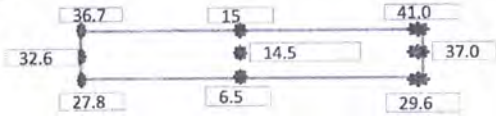
BRTFG 85W LED I N



BRTFG 110W LED WH A-DIM NS N



BRTFG 170W LED HXE A-DIM NS N



Executive Engineer , NMC

Deputy Engineer-1 , NMC

Deputy Engineer-3, NMC

Executive Engineer, MSEDCL

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

Deputy Engineer-2, NMC

Deputy Engineer-4, NMC

Divisional General Manager, Meda

Divisional General Manager
Maharashtra Energy Development
Agency (MEDA)
Divisional Office, Nashik

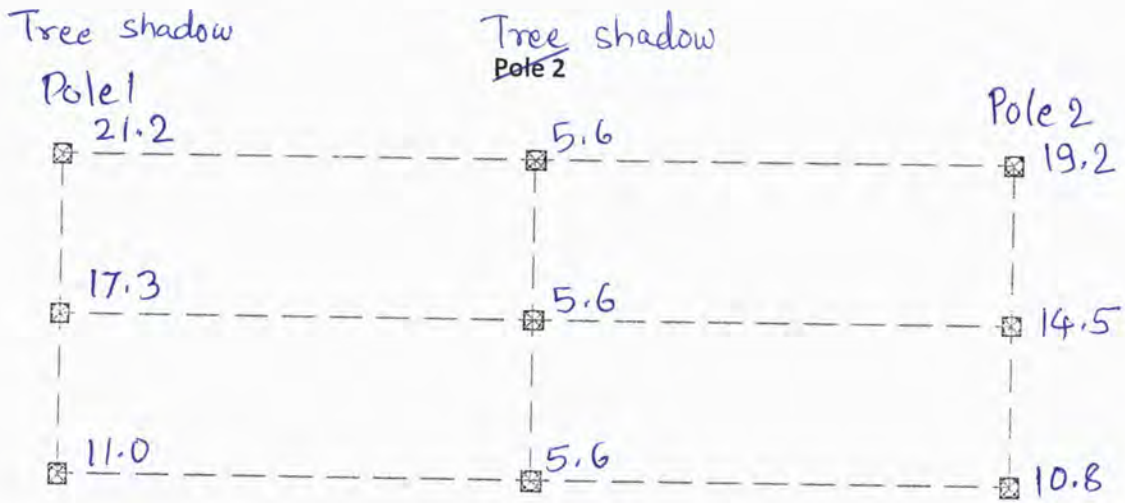
PMC-NMSCDCL

BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Project Name: NASHIK SMART CITY Date – 15/02/19 , Time – 9.25pm

Road								
Road Name	Pole Height – mts. (From Road Level)	Bracket Length (mts.)	Offset (Mts.)	Tilt Angle (Deg.)	Mounting Arrangement (Single, Staggered, Twin Central, Opposite)	Pole to Pole Spacing (mts.)	Luminaire Type	Avg. Lux Level
Krishi Nagar Colony Road Lane 1	6m	1m	2.5m		single sided	25m	30W LED	10.65

Pole 1



~~Pole 3~~

Avg lux = 3.88 + 5.37 + 1.4
= 10.65 Lux

Uniformity (Min/Avg) = 0.52

For Tata Projects
Sign: Abhishek
(ABHISHEK DAS)
Manager – BD

For BAJAJ ELECTRICALS LTD.:

Signature – [signature]

Name – Ranjit D. Shastrakar

Designation - Deputy Manager

Deputy Engineer (Elect.)
Nashik Municipal Corporation, Nashik

Divisional General Manager (I/C)
Maharashtra Energy Development Agency (MEDA)
Divisional Office, Nashik

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

REPORT NO: BEL/TPL/_____

Executive Engineer (Elec.)
Nasik Muncipal Corporation
Nasik

Wydział Matematyki Stosowanej Politechniki Śląskiej
Biblioteka Główna

Project Name: NASHIK SMART CITY Date - 15/02/19 Time - 9.30pm

Road								
Road Name	Pole Height – mts. (From Road Level)	Bracket Length (mts.)	Offset (Mts.)	Tilt Angle (Deg.)	Mounting Arrangement (Single, Staggered, Twin Central, Opposite)	Pole to Pole Spacing (mts.)	Luminaire Type	Avg. Lux Level
Krishi Nagar lane2	6m	1m	1.5m	-	Single Sided	24.2m	40W LED	18.97

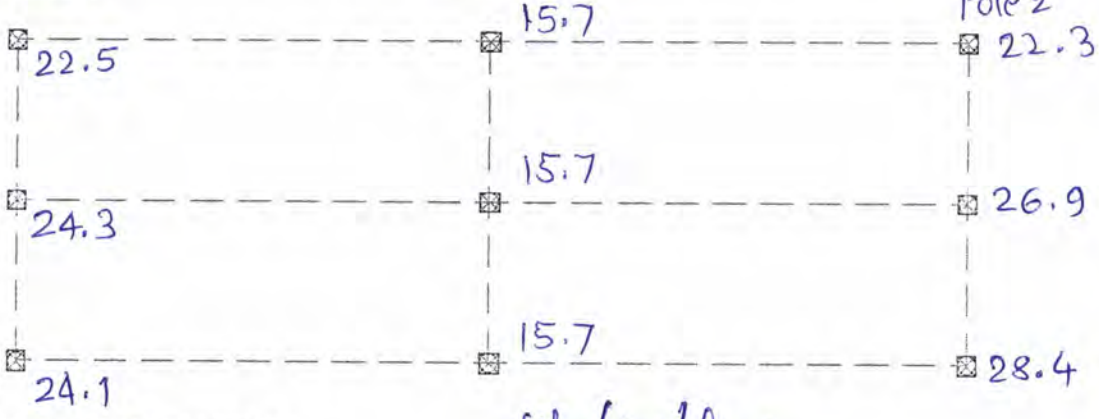
Tree Shadow

Pole 1

Tree shadow

~~Pole 2~~

~~Pole 3~~



Avg lux = 6.08 + 10.32 + 2.57

= 18.97 lux

Uniformity (Min/Avg) = 0.82

For Tata Projects
Authorised
ABHISHEK DAS
Manager - BD

For BAJAJ ELECTRICALS LTD.:

Signature –

Name – Rajjit D Shastakal

Designation - Deputy Manager.

Deputy Engineer (Elect.)
Nashik Municipal Corporation, Nashik

Executive Engineer (Elec.)
Nasik Muncipal Corporation
Nasik

Divisional General Manager
Maharashtra Energy Development Agency (MEDA)
Divisional Office, Nashik

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

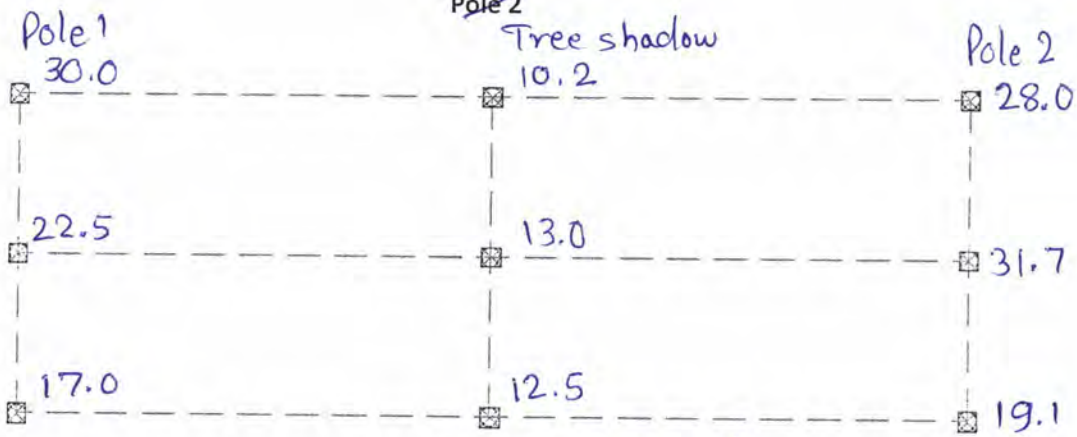
REPORT NO: BEL/TPL/_____

Kaiserliche Leibbibliothek
Berlin Bibliothek (Leihgut)

Project Name: NASHIK SMART CITY Date – 15/02/19 Time – 8.55pm

Road								
Road Name	Pole Height – mts. (From Road Level)	Bracket Length (mts.)	Offset (Mts.)	Tilt Angle (Deg.)	Mounting Arrangement (Single, Staggered, Twin Central, Opposite)	Pole to Pole Spacing (mts.)	Luminaire Type	Avg. Lux Level
Krishi Nagar Road	7m	1m	2.5m	-	single sided	25m	55W LED	18.74

~~Pole 1~~ ~~Pole 2~~ ~~Pole 3~~



Avg lux = 5.88+9.61+3.25
= 18.74 Lux

Uniformity (Min/Avg) = 0.54

For Tata Projects
Abhishek
ABHISHEK DAS
Manager - BD

For BAJAJ ELECTRICALS LTD.:

Signature –

Name – Ranjit D. Shastakal

Designation - Deputy Manager.

Deputy Engineer (Elect.)
Nashik Municipal Corporation, Nashik

Executive Engineer (Elec.)
Nasik Muncipal Corporation
Nasik

Divisional General Manager
Maharashtra Energy Development Agency (MEDA)
Divisional Office, Nashik

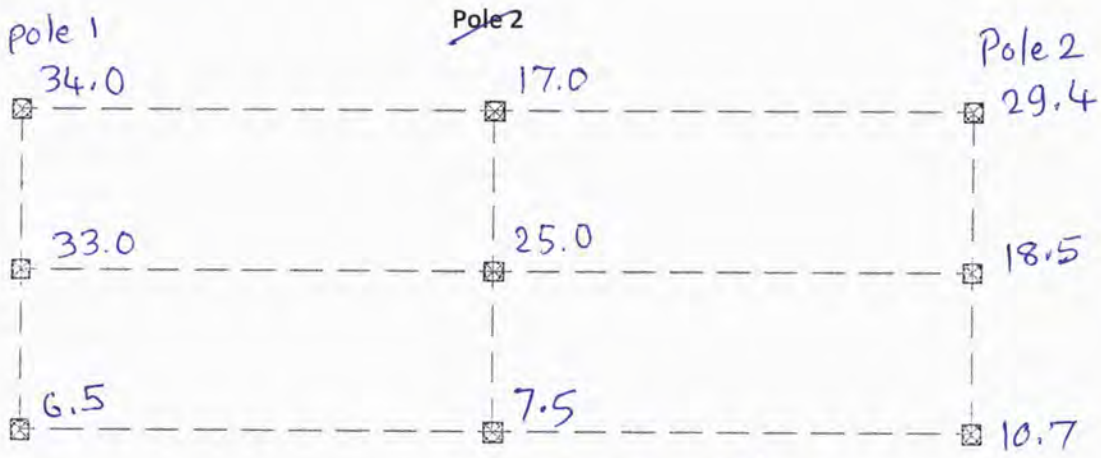
Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

REPORT NO: BEL/TPL/_____

Project Name: NASHIK SMART CITY Date - 15/02/19 Time - 9.10pm

Road								
Road Name	Pole Height – mts. (From Road Level)	Bracket Length (mts.)	Offset (Mts.)	Tilt Angle (Deg.)	Mounting Arrangement (Single, Staggered, Twin Central, Opposite)	Pole to Pole Spacing (mts.)	Luminaire Type	Avg. Lux Level
Don bosco Gate no.1	8m	1m	2.7m		single sided		85W LED	20.78

~~Pole 1~~ ~~Pole 2~~ ~~Pole 3~~



Avg Lux – 5.03+9.5+6.25
= 20.78 Lux

Uniformity = 0.31
(Min/Avg)

For Tata Projects
Abhishek Das
(ABHISHEK DAS)
Manager – BD.

For BAJAJ ELECTRICALS LTD.:

Signature –

Name – Ranjit .D Shastrakas

Designation - Deputy Manager

Deputy Engineer (Elect.)
Nashik Municipal Corporation, Nashik

Executive Engineer (Elec.)
Nasik Muncipal Corporation
Nasik

Divisional General Manager
Maharashtra Energy Development
Agency (MEDA)
Divisional Office, Nashik

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

REPORT NO: BEL/TPL/_____

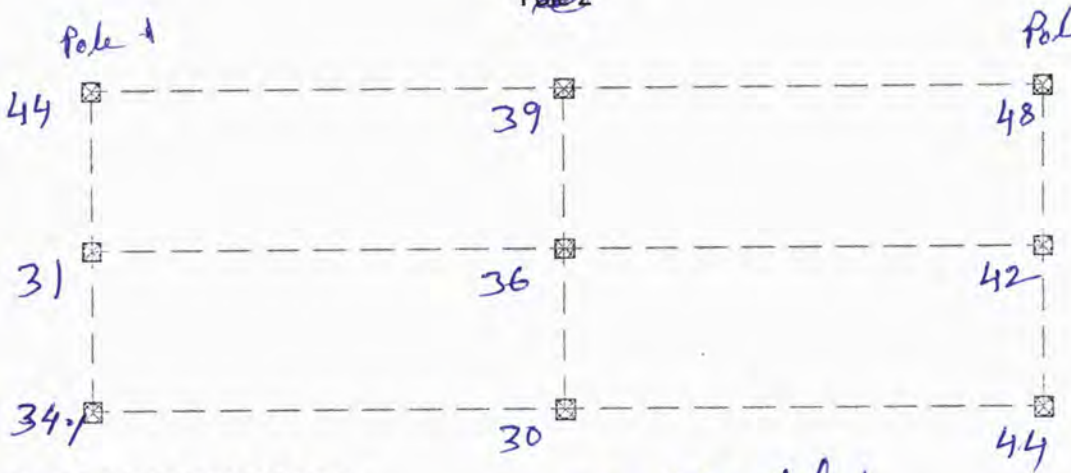
BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Project Name: NASHIK SMART CITY 15/02/19 : 9:00 pm

(1)

Road								
Road Name	Pole Height – mts. (From Road Level)	Bracket Length (mts.)	Offset (Mts.)	Tilt Angle (Deg.)	Mounting Arrangement (Single, Staggered, Twin Central, Opposite)	Pole to Pole Spacing (mts.)	Luminaire Type	Avg. Lux Level
College Road	9m	1.5m	-	-	central Varge	30m	110W LED	37.38

~~Pole 1~~ ~~Pole 2~~ ~~Pole 3~~



Avg Lux - 10.63+17.75+9
= 37.38 Lux

Uniformity (Min/Avg) = 0.80

For Tata Projects
Authorised
ABHISHEK DAS
Manager - BD.

For BAJAJ ELECTRICALS LTD.:

Signature –

Name – Ranjit . D. Shastrakar

Designation - Deputy Manager.

Deputy Engineer (Elect.)
Nashik Municipal Corporation, Nashik

Executive Engineer (Elec.)
Nasik Muncipal Corporation
Nasik

Divisional General Manager
Maharashtra Energy Development
Agency (MEDA)
Divisional Office, Nashik

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

REPORT NO: BEL/TPL/_____

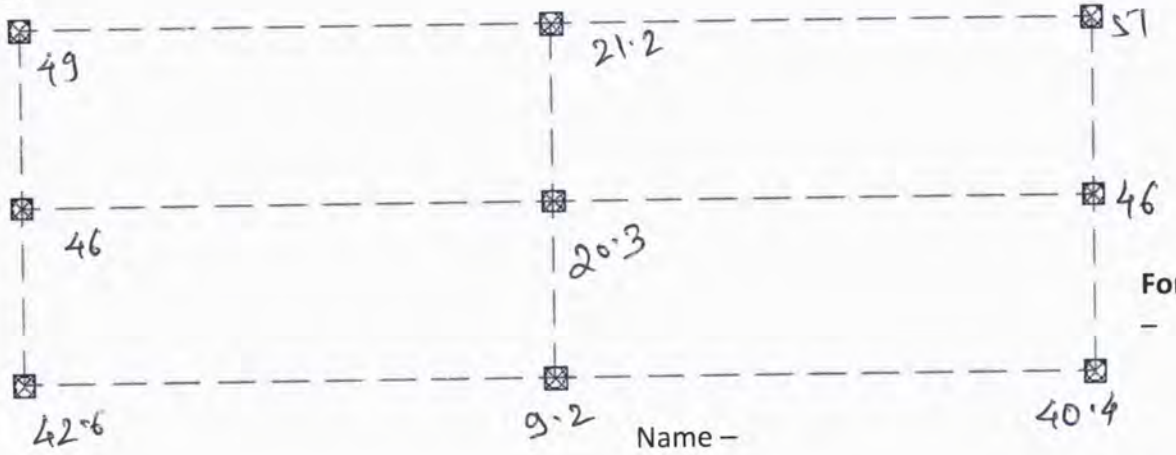
Health Information Collection Unit
Debra Dudek (EICU)

Time

Project Name:NASHIK SMART CITY -Existing Installation Field Measurement 8:30 pm Date: 18/2/19

Road								
Road Name	Pole Height – mts. (From Road Level)	Bracket Length (mts.)	Offset (Mts.)	Tilt Angle (Deg.)	Mounting Arrangement (Single, Staggered, Twin Central, Opposite)	Pole to Pole Spacing (mts.)	Luminaire Type	Avg. Lux Level
Gangapur Road	12 mtr	2mtr	-	-	Central	58	210 W	31.79

Pole 1



Pole 2For BAJAJ ELECTRICALS LTD.:

Signature –

Name – Ranjit .D. Shewalkar

Designation - Deputy Manager

For Nasik MuncipalCorpn.

Signature –

Name –

Designation -

Date:

Deputy Engineer (Ele
Nashik Municipal Corporation,

Executive Engineer (Elec
Nasik Municipal Corporatio
Nasik

For TATA Projects Ltd.

Signature –

Name & Designation - ABHISHEK DAS, Manager – Business Development.

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

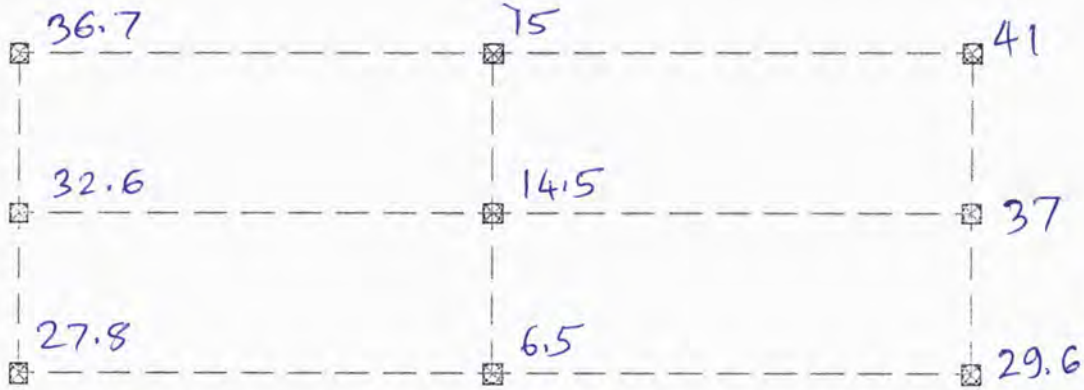
Divisional General Manager
Maharashtra Energy Development
Agency (MEDA)
Divisional Office, Nashik

REPORT NO: BEL/TPL/_____

Project Name: NASHIK SMART CITY Date - 15/02/19 Time - 10.20pm

Road								
Road Name	Pole Height – mts. (From Road Level)	Bracket Length (mts.)	Offset (Mts.)	Tilt Angle (Deg.)	Mounting Arrangement (Single, Staggered, Twin Central, Opposite)	Pole to Pole Spacing (mts.)	Luminaire Type	Avg. Lux Level
Trambak Road	12.5m	2m			Central Verge	56m	170w LED	23.44

Pole 1 ~~Pole 2~~ ~~Pole 3~~



Avg lux - 8.44 + 11.38 + 3.62
= 23.44 Lux

Uniformity = 0.27
(Min/Avg)

Divisional General Manager
Maharashtra Energy Development
Agency (MEDA)
Divisional Office, Nashik

For BAJAJ ELECTRICALS LTD.:

Signature –

Name –

Designation -

Deputy Engineer (Elect.)
Nashik Municipal Corporation, Nashik

Executive Engineer (Elec.)
Nasik Muncipal Corporation
Nasik

Executive Engineer
M.S.E.D.C. Ltd.
Nashik Urban-1-Divin

REPORT NO: BEL/TPL/_____

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग
जा.क्र.मनपा/विद्युत/वशि/ ७६९ /२०१९
दिनांक :-२०/ २ /२०१९
NMC/ELEC. MECH/OWL/2019/

प्रति,

१) मा.अतिरिक्त आयुक्त सो.
२) मा.मुख्य वित्त व लेखाधिकारी सो.
३) मा.मुख्य कार्यकारी अधिकारी (NMSCDLL)
४) मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग)
नाशिक महानगरपालिका, नाशिक

विषय :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाइटींग प्रकल्प राबविणे.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे याकामासाठी सर्व निविदा समिती सदस्यांची Bid Evaluation Committee मिटींग बुधवार दि.२०/०२/२०१९ रोजी दुपारी ५:३० वाजता मा.आयुक्त सो दालनाशेजारी आयोजित केलेली आहे.

सदरच्या मिटींगसाठी आपण निविदा समिती सदस्य म्हणुन उपस्थित रहावे ही विनंती.

मा.क.

२०/२/२०१९
कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग
जा.क्र.मनपा/विद्युत/वशि/ ७६६ /२०१९
दिनांक :-२०/ २ /२०१९
NMC/ELEC. MECH/OWL/2019/

प्रति,

१) मा.अतिरिक्त आयुक्त सो.
२) मा.मुख्य वित्त व लेखाधिकारी सो.
३) मा.मुख्य कार्यकारी अधिकारी (NMSCDLL)
४) मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग)
नाशिक महानगरपालिका, नाशिक

विषय :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाइटींग प्रकल्प राबविणे.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे याकामासाठी सर्व निविदा समिती सदस्यांची Bid Evaluation Committee मिटींग बुधवार दि.२०/०२/२०१९ रोजी दुपारी ५:३० वाजता मा.आयुक्त सो दालनाशेजारी आयोजित केलेली आहे.

सदरच्या मिटींगसाठी आपण निविदा समिती सदस्य म्हणुन उपस्थित रहावे ही विनंती.

मा.क.

२०/२/२०१९
कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग
जा.क्र.मनपा/विद्युत/वशि/ ७६९ /२०१९
दिनांक :-२०/ २ /२०१९
NMC/ELEC. MECH/OWL/2019/

प्रति,

१) मा.अतिरिक्त आयुक्त सो.
२) मा.मुख्य वित्त व लेखाधिकारी सो.
३) मा.मुख्य कार्यकारी अधिकारी (NMSCDLL)
४) मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी विभाग)
नाशिक महानगरपालिका, नाशिक

विषय :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाइटींग प्रकल्प राबविणे.

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणे याकामासाठी सर्व निविदा समिती सदस्यांची Bid Evaluation Committee मिटींग बुधवार दि.२०/०२/२०१९ रोजी दुपारी ५:३० वाजता मा.आयुक्त सो दालनाशेजारी आयोजित केलेली आहे.

सदरच्या मिटींगसाठी आपण निविदा समिती सदस्य म्हणुन उपस्थित रहावे ही विनंती.

मा.क.

कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक

To,

Head of Department
Electrical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422001.

Date: 21st February 2019

Subject: Submission of Financial Bid evaluation report for Smart LED Street light RFP for Pan City Nashik

Ref:

1 Tender no. 2018_NMC_365389_1
2 Tender Name: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.
3 Technical Documentation handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC on 5th February 2019.
4 Preliminary Bid evaluation report of (Envelope A and Envelope B) submitted by M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC on 7th February 2019.
5 Clarification Seeking Mail from NMC dated 8th February 2019 annexed Letter No. 133.
6 Invitation mail for PoC from NMC dated 8th February 2019 annexed Letter No. 132
7 Clarification of Tata Projects Limited dated 11th February 2019 handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC.
8 PoC conducted on 15th February 2019 in presence of PoC Committee.
9 PoC conducted on 18th February 2019 in presence of PoC Committee.
10 Final Technical Bid evaluation report submitted by M/s KPMG Advisory Services Pvt Ltd. by Electrical Department, NMC on 20th February 2019.
11 Financial Documentation handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC on 20th February 2019.

Dear Sir,

NMC has re-published the Smart LED Street light RFP on 22nd October 2018. After the sixth extension technical bid was opened on 5th February 2019 and one bid was received from Tata Projects Limited.

The technical evaluation was conducted and approved by BEC on 20th February 2019. Afterwards on same day financial bid was opened after intimating the bidder.

We are pleased to submit the financial Bid evaluation report for Smart LED Street light RFP for Pan City Nashik. This report is prepared on the basis of the documents handed over to M/s KPMG Advisory Services Pvt. Ltd. by Electrical Department, NMC.

विद्युत विभाग
आवक नं. ...242...
दिनांक- 21/2/2019

The BEC may approve the financial evaluation report and take necessary actions as per the observations mentioned in the report.

With regards

Harshad Dhande
Project Director
KPMG

Disclaimer and Notice to Reader:

1. This report has been prepared exclusively Nashik Municipal Smart City Development Corporation Limited] ("Client") based on the terms of the RFP No. 01/2017-18/NMSCDCL/Nashik dated 4th May 2017 issued by Nashik Municipal Smart City Development Corporation Limited, KPMG Advisory Services Private Limited's ("KASPL" or "we") proposal for services dated 1st June 2017,our confirmation to NMSCDCL Board on the RFP terms and conditions dated 25th June 2017, the Work Order issued to KPMG dated 1st September, 2017, and the service contract dated 25th July, 2017] (collectively 'Contract').
2. In connection with our report or any part thereof, KASPL shall be liable only to the Client and does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any other person or party. By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned here in above.
3. The content in this document is limited to the conclusions specifically set forth herein and is based on the completeness and accuracy of the stated facts, assumptions and representations as per information shared by the client. If any of the foregoing facts, assumptions or representations is not entirely complete or accurate, it is imperative that we be informed immediately, as the inaccuracy or incompleteness could have a material effect on our conclusions. In case of any discrepancy please inform us within three working days of issue of this report, otherwise this report will be deemed to be correct and accurate.

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Commercial Bid evaluation: 6
Buy Back Offers 9
Buy Back Offers ..... Error! Bookmark not defined.
Final Recommendations: 11

Bidder Details

Sr. No.	Particulars	Details on (PQ-ENVELOPE A.PDF - Page 24) submitted by bidder
1	**Concessionaire Name:**	Tata Projects Limited
2	**State of incorporation:**	Telangana
3	**Address of the corporate headquarters and its branch office(s), if any, in India:**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranandani Business park, Powai, Mumbai- 400076
4	**Date of incorporation and/ or commencement of business:**	20/02/1979
5	**Corporate Identity Number:**	U45203AP1979PLC057431

Details of individual(s) who will serve as the point of contact/ communication:

Sr. No.	Particulars	Details
1	**Name**	Amol Nisal
2	**Designation**	Assistant General Manager- Smart Cities
3	**Company**	Tata Projects Limited
4	**Address**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranandani Business park, Powai, Mumbai- 400076
5	**Telephone Number**	+91-22-66255610
6	**E-Mail Address:**	amolnisal@tataprojects.com
7	**Fax Number:**	+91-22-67402960

Particulars of the Authorized Signatory of the Concessionaire:

Sr. No.	Particulars	Details
1	**Name**	Gautam Balakrishnan
2	**Designation**	Vice President- Smart Cities
3	**Company**	Tata Projects Limited
4	**Address**	Tata Projects Limited, one Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard street, Hiranandani Business park, Powai, Mumbai- 400076
5	**Telephone Number**	+91-22-66255720
6	**E-Mail Address:**	gautamb@tataprojects.com
7	**Fax Number:**	+91-22-67402960

Conclusion of Technical Evaluation

As per the BEC approval required clarifications & undertaking were sought from the bidder. The bidder had submitted the required clarifications & undertaking. The bidder also completed the Demonstration of Proof of Concept to the PoC committee formed for the PoC evaluation.

Based on Bid documents and clarifications submitted by bidder and remarks of the BEC; Tata Projects Limited is technically qualified as per the RFP. The BEC had approved the technical evaluation report and proceeded with opening of the commercial bid of the bidder.

Commercial Bid evaluation:

Based on the approval of BEC the bidder is intimated through e-mail about the opening of commercial bid.

2/21/2019 NASHIK MUNICIPAL SMART CITY DEVELOPMENT CORPORATION Mail - Regarding Financial opening of Streetlight tender of NMC

Gmail

Project Coordinator <pmc@nashiksmartcity.in>

Regarding Financial opening of Streetlight tender of NMC

1 message

Project Coordinator <pmc@nashiksmartcity.in> Wed, Feb 20, 2019 at 6:38 PM
To: amolhisal@tataprojects.com
Cc: abhishekdas@tataprojects.com, gautamb@tataprojects.com, ee2electrical@nashikcorporation.in, ee_electrical@nmc.gov.in, PRAKASH THAVIL <ceo@nashiksmartcity.in>, swapnildeshmukh <swapnildeshmukh@kpmg.com>, "Dhande, Harshad" <harshaddhande@kpmg.com>, "Patjoshi, Amit" <amitpatjoshi@kpmg.com>

Dear Amol,

The technical PoC was completed and the BEC has decided to open the financial bid. This is for your information.

Regards,

PMC NMSCDCL

https://mail.google.com/mail/u/0?ik=7d5592944 3&view=pt&search=all&permthid=thread-a%3A2480388802443936426&simpl=msg-a%3A319763264

Commercial bid of technically Qualified Bidder:

S no.	Particulars	Bid Quote by Tata Projects Ltd.	
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of* ***55%*****(as per Corrigendum 1 dated 11.12.2018)** *(In percentage)*	60%	**Yes**
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	5%	**Yes**
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**836885**	**Yes**
Note	**Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving.**		

Annual Baseline Consumption: **50567104** (as per RFP clause no. **4.9.1.1**)

Monthly Baseline Consumption= Annual Baseline Consumption/12 = 4213925.33

Unit Rate: Rs. **6.62**/- per unit (as per RFP clause no **4.9.1.2**).

Highest Bid Parameter (C) = A*B*Baseline Consumption*Unit Rate = 836885.5712

Details of Energy saving from individual pillar will be amicably decided as follows.

1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% streetlights working, with third party certification.
2) **If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage.**
3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)

4) **The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.**

5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing which bidder would be disqualified.

Buy Back Offers

Buyback Offer for existing Sodium Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B
1	70 w	28056	300	8416800
2	150 w	28731	350	10055850
3	250 w	8841	400	3536400
4	400 w	1817	450	817650
5	T5 96W	8010	150	1201500
			Total	**24028200**

Buyback Offer for existing LED Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B
1	45 w	3522	560	1972320
2	60 w	9481	560	5309360
3	90 w	2976	672	1999872
4	120 w	580	672	389760
			Total	**9671312**

***Note**: Buy back offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the buy-back amount.*

Additional Cost:

Capex Cost of Smart LED Light Fixtures and Annual O&M cost per fixture with warranty period.

Type of Smart LED Light Fixtures	Cost per fixture (in Rs.) (inclusive of all taxes)	Annual Operation and maintenance Cost (in Rs.) (inclusive of all taxes)	Warranty Period per fixture
45 w ±_5%	4650	767	7 Years
60 w ±_5%	5555	767	7 Years
90 w ±_5%	8420	826	7 Years
120 w ±_5%	10150	826	7 Years
210 w ±_5%	14250	855	7 Years

***Note**: Capex and O&M per fixture offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the Capex and O&M per fixture amount. This offer will be for installation smart LED after the implementation of 92014 Fixtures, if NMC required more Smart LED for installation.*

Final Recommendations:

As per RFP Clause no. 3.24.2 (IV), **M/s. Tata Projects Limited** is the **highest bidder** and BEC may notify the bidder as the selected bidder and may issue a Letter of Award subject to submission of undertaking by the bidder regarding the installation of higher wattage luminaires wherever required across the city to achieve the lux level and uniformity as per the RFP requirements. *The BEC may also ask bidder to submit the Performance Security BG for Rs. 8.25 Crores within 15 days of issuance of Letter of Award as per the requirements of RFP.*

***

End of Document

नाशिक महानगरपालिका नाशिक

नाशिक विद्युत विभाग लाईट बिलांच्या खर्चा बाबत माहिती सन २०१८-१९

महिना	नाशिक पुर्व	नाशिक पश्चिम	सातपूर	नविन नाशिक	नाशिक रोड	पंचवटी	राजीव गांधी भवन	एकूण र.रू.
एप्रिल -१८	४१७०६६०	२९६७११०	४७३७०२०	७२३३९७०	५३७९३९०	५४१८३६०	५९४७१०	३०५०१२२०
मे-१८	३२६८१४०	२२९३७२०	३८११३७०	५७४१२४०	३४२१४१०	७१२४०९०	३२३६०	२५६९२३३०
जुन-१८	३२८३०६०	२८०२६१०	२७०३४३०	७३११९५०	३९४५४८०	४१३०६७०	१४४६८७०	२५६२४०७०
जुलै-१८	२६१०९२६	१३७७८२०	२८३३६२०	४९२५७००	२२२०४०३	५६२२४०७	६३२५१०	२०२२३३८६
ऑगस्ट-१८	२६९००५०	२१३३३८०	३२६३६२०	४७७९२७०	५१४७२९०	५४१७३००	५९८९३०	२४०२९८४०
सप्टेबर-१८	२४१९१०८	१४२३५००	२६११८००	४८३३१३०	२७३०६४०	१७२५१६०	४८७९६०	१६२३१२९८
ऑक्टोबर-१८	२६०९३३०	२५१७७९०	३४२००९०	५९५४९४०	४००६९१०	५२०५२८३	५४८०९०	२४२६२४३३
नोव्हेंबर-१८	४१७४२४१	२५२२३५०	३७२४४७०	६५२४६१०	४७३७०७७	९७८४६४०	७८८९६०	३२२५६३४८
डिसेंबर-१८	०	०	०	०	०	०	०	०
जानेवारी -१९	०	०	०	०	०	०	०	०
फेब्रुवारी -१९	०	०	०	०	०	०	०	०
मार्च -१९	०	०	०	०	०	०	०	०
एकूण र.रू.	२५२२५५१५	१८०३८२८०	२७१०५४२०	४७३०४८१०	३१५८८६००	४४४२७९१०	५१३०३९०	१९८८२०९२५

नाशिक महानगरपालिका, नाशिक

विद्युत विभाग

आदेश क्र. दिनांक - / /२०१९

प्रशासकीय मान्यता आदेश

वाचा:-१) मा.महासभा ठराव क्र.१६१० दि.३१/०३/२०१८.

२) मा.आयुक्त सो. आदेश क्रमांक - ५१४ दिनांक ९/१०/२०१८.

नाशिक महानगरपालिकेतील खालील नमुद कामाच्या र.रु. २,७८,०३८/- च्या प्राक्कलनास कार्यकारी अभियंता (विदयुत) यांनी क्रमांक.१२१ दि.२९/०१/२०१९ अन्वये तांत्रिक मान्यता दिलेली आहे.

आयुक्त, नाशिक महानगरपालिका यांनी सादर केलेल्या सन २०१८-१९ च्या अर्थसंकल्पास मा.महासभेने ठराव क्रमांक १६१० दिनांक ३१/०३/२०१८ अन्वये मजुरी दिलेली आहे. खालील नमुद कामास महासभेच्या सन २०१८-१९ च्या अर्थसंकल्पातील पान क्रमांक १३७ अ.क्र.३ " विजेचे दिवे, केबल व सामुग्री खरेदी" (महसुली) संगणक कोड क्र.२३९७ या सदरात ४००.०० लक्ष यांस महाराष्ट्र महानगरपालिका अधिनियमातील तरतुदी अन्वये महानगरपालिकेची मंजुरी प्राप्त झालेनुसार मा.अधिक्षक अभियंता (विद्युत/यांत्रीकी) हे सक्षम प्राधिकारी आहेत.

नाशिक महानगरपालिकेचे महाकवी कालिदास नाटयगृह येथील ट्रान्सफार्मर रिवाइंड करणे व जनरेटर संबंधित कामे करणे अत्यंत आवश्यक असल्याने अधिक्षक अभियंता (विद्युत/यांत्रीकी) नाशिक महानगरपालिका यांनी सदर कामास प्रशासकीय मंजुरी देत आहे.

अ.क्र	कामाचे नांव	विभाग	अंदाजपत्रकीय सांकेतांक	तांत्रिक मान्यता क्रं.	प्रशासकीय मंजुरी क्रमांक
१	नाशिक महानगरपालिकेचे महाकवी कालिदास नाटयगृह येथील ट्रान्सफार्मर रिवाइंड करणे व जनरेटर संबंधित कामे करणे.	विद्युत विभाग	EE/ दि.२९/ ०१/२०१९ "विजेचे दिवे, केबल व सामुग्री खरेदी" (महसुली) संगणक कोड क्र. २३९७	१२१	२,७८,०३८/-

सन २०१८-१९ मधील तरतुद रु.४००.०० लक्ष विचारात घेऊन सदर र.रु.२,७८,०३८/- च्या कामे हाती घेणेस खालील अटी-शर्तीस अधिन राहुन मान्यता देण्यात येत आहे.

अटी व शर्ती

१.उपरोक्त कामास सक्षम अधिकाऱ्याने दिलेल्या तांत्रिक मान्यतेनुसार प्रशासकिय मान्यता देण्यात येत आहे.

२.वरील घेण्यात येणारे काम महानगरपालिकेच्या मालकीच्या जागेतच घेता येईल.खाजगी संस्थेच्या अथवा व्यक्तीच्या जागेवर करावयाचे झाल्यास महाराष्ट्र महानगरपालिका अधिनियमातील तरतुदीनुसार करण्यात यावे.तथापि जागेबाबत वाद निर्माण झाल्यास त्याची संपूर्ण जबाबदारी विभागाची राहिल.

३. प्रशासकीय मंजूरी दिलेल्या कामाची तांत्रिक व कामामधील गुणवत्ता राखणेची पूर्णत: जबाबदारी विभागाची आहे.

४. सदरचे काम कोणत्याहि योजनेतुन/अथवा यापूर्वी केलेले नाही याची खात्री करूनच कामाची ई-निविदा प्रक्रिया सुरु करणेस बंधनकारक राहिल.तसे झाल्यास संपूर्ण जबाबदारी संबधीत विभागाची राहिल.

५. सदरच्या कामाचा खर्च कामासमोर नमुद सन२०१८-१९ च्या अर्थसंल्पातील तरतुदीच्या अंतर्गत उपलब्ध असलेल्या निधितुन भागविणेत यावा.

६. सदर कामास असलेल्या तांत्रिक बांबीची तशीच तसेच आपल्या प्रशासकीय विभागाने ठरवून दिलेल्या नियम निकषांची पूर्तता करुन सादर केलेल्या व त्यास मान्यता दिलेल्या अंदाजपत्रकाप्रमाणेच सर्व कामे पूर्ण करावित.

७. प्रशासकीय मान्यता प्राप्त झाल्यानंतर काम विहीत मुदतीत पूर्ण करणे बंधनकारक आहे.

नाशिक महानगरपालिका नाशिक विद्युत विभाग लाईट बिलांच्या खर्चा बाबत माहिती सन २०१८-१९

महिना	नाशिक पुर्व	नाशिक पश्चिम	सातपुर	नाशिक रोड	एकुण र.रु.
एप्रिल -१८	४४७००६६०	५१२२८२२०	४२०२७३०२०	५३७९३९९०	२०५०१२२८६०
मे-१८	४४८११४४०	५१३९९२२०	४२१११३७१०	५३९२९९९०	२०५२२७३०६०
जून-१८	४४८३८३६०	५१४१८२२०	४२१२०९३३०	५३९५९९९०	२०५२९९९०६०
जुलै-१८	४४९०९६६०	५१५०८२२०	४२१३३६२२०	५४०८९९९०	२०५३९९९०६०
ऑगस्ट-१८	४४९२८६६०	५१५२८२२०	४२१४१८८२०	५४१०९९९०	२०५४९९९०६०
सप्टेंबर-१८	४४९४८६६०	५१५४८२२०	४२१४२८८२०	५४१२९९९०	२०५५९९९०६०
ऑक्टोबर-१८	४४९६८६६०	५१५६८२२०	४२१४३८८२०	५४१४९९९०	२०५६९९९०६०
नोव्हेंबर-१८	४४९८८६६०	५१५८८२२०	४२१४४८८२०	५४१६९९९०	२०५७९९९०६०
डिसेंबर-१८	४५००८६६०	५१६०८२२०	४२१४५८८२०	५४१८९९९०	२०५८९९९०६०
जानेवारी -१९	०	०	०	०	०
फेब्रुवारी -१९	०	०	०	०	०
मार्च -१९	०	०	०	०	०
एप्रिल -१९	०	०	०	०	०
एकुण र.रु.	४५००८६६०	५१६०८२२०	४२१४५८८२०	५४१८९९९०	२०५८९९९०६०

नाशिक महानगरपालिकेतील विद्युत विभागाकडील लाईट बिलांच्या खर्चाबाबत माहिती सन २०१८-१९

महिना	नाशिक पुर्व	नाशिक पश्चिम	सातपुर	नाशिक रोड	एकुण र.रु.
एप्रिल -१८	४४७००६६०	५१२२८२२०	४२०२७३०२०	५३७९३९९०	२०५०१२२८६०
मे-१८	४४८११४४०	५१३९९२२०	४२१११३७१०	५३९२९९९०	२०५२२७३०६०
जून-१८	४४८३८३६०	५१४१८२२०	४२१२०९३३०	५३९५९९९०	२०५२९९९०६०
जुलै-१८	४४९०९६६०	५१५०८२२०	४२१३३६२२०	५४०८९९९०	२०५३९९९०६०
ऑगस्ट-१८	४४९२८६६०	५१५२८२२०	४२१४१८८२०	५४१०९९९०	२०५४९९९०६०
सप्टेंबर-१८	४४९४८६६०	५१५४८२२०	४२१४२८८२०	५४१२९९९०	२०५५९९९०६०
ऑक्टोबर-१८	४४९६८६६०	५१५६८२२०	४२१४३८८२०	५४१४९९९०	२०५६९९९०६०
नोव्हेंबर-१८	४४९८८६६०	५१५८८२२०	४२१४४८८२०	५४१६९९९०	२०५७९९९०६०
डिसेंबर-१८	४५००८६६०	५१६०८२२०	४२१४५८८२०	५४१८९९९०	२०५८९९९०६०
जानेवारी -१९	०	०	०	०	०
फेब्रुवारी -१९	०	०	०	०	०
मार्च -१९	०	०	०	०	०
एप्रिल -१९	०	०	०	०	०
एकुण र.रु.	४५००८६६०	५१६०८२२०	४२१४५८८२०	५४१८९९९०	२०५८९९९०६०

Subject **RE: Invitation for negotiations and submission of required undertaking.**

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Cc Gautam Balakrishnan <gautamb@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, Project Coordinator <pmc@nashiksmartcity.in>

Date 2019-02-25 14:12

Dear Sir

With reference to the trailing mail for reconsideration of the financial quote submitted to Nashik Municipal Corporation , we hereby clarify that during our last visit to NMC on 21st February 2019 , the matter was discussed and clarified on our behalf with the Hon'ble Commissioner of NMC that Tata Projects Limited would not be able to increase the percentage share as quoted in the financial bid .

Also with reference to the quote for Buyback of existing luminaires and the additional fixtures Capex & O&M rates , we would not able to reconsider any further prices .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
Sent: 21 February 2019 17:47
To: Amol Nisal <amolnisal@tataprojects.com>
Cc: Gautam Balakrishnan <gautamb@tataprojects.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; pmc@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>
Subject: Invitation for negotiations and submission of required undertaking.

O.No.174 Dated 21/2/2019

To,
Mr. Amol Nisal,
Assistant General Manager- Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street, Hiranandani Business Park, Powai,
Mumbai- 400076

Subject: - Invitation for negotiations and submission of required undertaking.

Ref: Tender no. 2018_NMC_365389_1 and the Bid submitted by Tata Projects Limited in response to this tender for Smart LED street light system for Pan City in Nashik City.

The bid for above mentioned tender was opened on 05th February 2019. As part of the technical evaluation, the demonstration of Proof of Concept was carried out in the presence of the PoC committee. However, the Lux level of 170 W luminaries installed at the Trimbak road was lower than the lux level defined as per the RFP requirement. However the required lux level was achieved through installation of higher wattage luminaries by your team.

Since higher wattage luminaries were used to achieve the required lux level at Gangapur road, you are here by directed to submit an undertaking as below:

"We will install appropriate wattage luminaries wherever required across the city to achieve the lux level and uniformity as per the RFP requirements. However, the appropriate wattages will be finalized after the survey will be conducted and needs to be

approved by the Engineer-In-Charge."

You are required to submit the undertaking via returning email ASAP and submit the hard copy at below address by 06:00 PM on 25th February 2019.

Address:-
Electrical Department, 3rdFloor,
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik - 422002.

Moreover, we would like to request you for reconsidering your quote for the aforesaid tender related with the "Nashik Municipal Corporation
(NMC) share out of the overall Monthly savings in % which is presently 5% as per your current quote."

Whereas,The rates quoted for the Buy back of old fixtures and additional fixtures Capex and O&M rates also need to be re-think once.

Kindly share the revised offer ASAP.

Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik
Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender.

नाशिक महानगरपालिका,नाशिक.

आयुक्त कार्यालय
जा.क्र.मनपा/विद्युत-यांत्रिकी/वशि/१८६/२०१९
दिनांक २५/०२/२०१९
NMC/ELECMECH/OWL/2019/85

प्रति,
नगरसचिव
नाशिक महानगरपालिका,नाशिक

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे...

संदर्भ :-१) मा.महासंचालक महाउर्जा यांचे दि.१५/०९/२०१७ रोजीचे पत्र,मा.महाराष्ट्र शासन उर्जा संवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.
२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

उपरोक्त विषयाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) अन्वये दि. २८/०३/२०१८ रोजी प्रसिध्द केली असता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

प्रथम कॉल :- दि.२८/०३/२०१८ ते २३/०४/२०१८ शुन्य निविदा प्राप्त.
प्रथम मुदतवाढ :- दि.२४/०४/२०१८ ते ०८/०५/२०१८ शुन्य निविदा प्राप्त.
व्दितीय मुदतवाढ:- दि.०९/०५/२०१८ते २३/०५/२०१८ शुन्य निविदा प्राप्त.

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा दि. २७/०६/२०१८ रोजी प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :- दि.२७/०६/२०१८ ते २३/०७/२०१८ - शुन्य निविदा प्राप्त.
२) प्रथम मुदतवाढ :- दि.२४/०७/२०१८ ते ०७/०८/२०१८ - शुन्य निविदा प्राप्त
३) व्दितीय मुदतवाढ:- दि.०८/०८/२०१८ ते २३/०८/२०१८ - शुन्य निविदा प्राप्त.
४) तृतीय मुदतवाढ:- दि.२४/०८/२०१८ ते २५/०८/२०१८ - एक निविदा प्राप्त.

वरील प्रमाणे नाशिक मनपा क्षेत्रात स्ट्रीट लाईट प्रकल्प राबविणेबाबत निविदा प्रक्रीया राबविणेत आली होती. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pv.Ltd. यांची एकमेव निविदा प्राप्त झाली होती. त्यांची तांत्रीक कागदपत्रे(Envelop-A) छाननी करून दि.०३/०९/२०१८ रोजी निविदा समिती समोर ठेवले असता ते Qualify झाल्यामुळे त्यांची Envelop-B प्रमाणे Demonstration & proof of concept (POC) सुरु करावे यासाठी M/s.Inspira Enterprises India Pvt.Ltd. यांना दि. १५/०९/२०१८ रोजी ईमेल व्दारे कळविण्यात आले.

...२/

- त्यावर M/s.Inspira Enterprises India Pv.Ltd. यांनी दि.१७/०९/२०१८ रोजी POC दि.२४/०९/२०१८ रोजी सुरू करत आहे असे कळविले.
- कंपनीने POC दि.२४/०९/२०१८ रोजी सुरू न केल्याने पुन्हा त्यांना स्मरणपत्र देण्यात आले.
- M/s.Inspira Enterprises India Pv.Ltd. यांनी दि.२८/०९/२०१८ रोजीचा केवळ दोनच फिक्सचर्स वर POC सुरू केले परंतू निविदा अटीशर्तीप्रमाणे POC करत नसल्याने त्यांना निविदा अटी-शर्तींनुसार POC मध्ये कोणतेही बदल मान्य होणार नाही असे दि.२९/०९/२०१८ रोजी कळविण्यात आले.
- दरम्यानच्या काळात M/s.Inspira Enterprises India Pv.Ltd. यांनी कोणतेही POC किंवा Demonstration सुरू केले नाही. त्यामुळे या कार्यालयाने दि. ०९/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd यांना निविदा अटी-शर्ती प्रमाणे POC सुरू करावे अन्यथा आपली निविदा रद्द करणेत असे कळविले.
- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांनी निविदा अटी-शर्ती (RFP) प्रमाणे POC देणे बाबत असमर्थता दर्शविली.
- तसेच प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल सादर केला असता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pv.Ltd. हे अपात्र ठरत असल्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक होते. त्यानुसार प्रकल्प सल्लागार यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेर ई-निविदा सुचना क्र.१६(२०१८-१९) अन्वये निविदा समितीची मान्यता घेऊन दि.२२/१०/२०१८ रोजी फेरनिविदा काढण्यात आली.

१) दि.३०/१०/२०१८ रोजी प्रि-बीड मिटींग झाली. त्यात आलेल्या मुद्दयांचा खुलासा व स्पष्टीकरण CSD तयार करुन दि.०३/११/२०१८ रोजी प्रसिध्द केला.
२) प्रथम मुदतवाढ :- दि.२२/११/२०१८ ते ११/१२/२०१८ - शुन्य निविदा प्राप्त.
३) व्दितीय मुदतवाढ Corigendum क्र.१ सह देण्यात आली :- दि.१२/१२/२०१८ ते २८/१२/२०१८- शुन्य निविदा प्राप्त.
४) RFP मध्ये सुधारणेबाबत Corigendum क्र.२ प्रसिध्द दि.२४/१२/२०१८
५) तिसरी मुदतवाढ :- दि.२९/१२/२०१८ ते ०८/०१/२०१९ - शुन्य निविदा प्राप्त.
६) चौथी मुदतवाढ :- दि.०९/०१/२०१९ ते १८/०१/२०१९ - शुन्य निविदा प्राप्त.

उपरोक्त चार वेळा मुदतवाढ देऊनही प्रतिसाद मिळत नसल्याने मा.आयुक्त सो. यांचे सुचनेनुसार दुसरी प्री-बिड मिटींग घेण्याचे ठरले व त्यानुसार दि.१६/०१/२०१९ रोजी मिटींग घेण्यात आली. प्री-बिड मिटींग मध्ये आलेल्या सुचनांनुसार त्याची उत्तरे खुलाशासह Corigendum क्र.३ व्दारे दि. १८/०१/०१९ रोजी प्रसिध्द केला व २८/०१/२०१९ पर्यंत पाचवी मुदतवाढ दिली.

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७) सहावी मुदतवाढ :- दि.२८/०१/२०१९ ते ३०/०१/२०१९ – एक निविदा प्राप्त.
८) ॲटो मुदतवाढ (महाटेंडर सिस्टीम अंडर मेंटेनन्स असल्याने) :- दि.०४/२/२०१९ पर्यंत एक निविदा प्राप्त.

वरील प्रमाणे अनेक वेळा मुदतवाढी देण्यात आलेल्या आहेत. तसेच कामाच्या निविदेस मुदतवाढी देऊनही अल्प प्रतिसाद बघुन वेळोवेळी मुदतवाढ / फेरंनिविदा प्रसिध्द करताना व RFP मध्ये सुधारणा निविदा समितीच्या मान्यतेने सादर केल्या आहेत.

उपरोक्त प्रमाणे मुदतवाढींच्या कालावधीत ऑनलाईन निविदा प्रक्रीयेत एक निविदा प्राप्त झाली असून ती मे.टाटा प्रोजेक्ट्स लि. यांची आहे. सदर निविदेची तांत्रीक कागदपत्रे दिनांक ०५/०२/२०१९ रोजी उघडण्यात आली असून मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी यांचेकडून तपासणी करुन घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि.०८/०२/२०१९ रोजी सादर केला.

सदरच्या अहवालानुसार तपासले असता निविदा अटीशर्तींतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र होत असल्यामुळे निविदा समितीची मान्यता घेऊन मे. टाटा प्रोजेक्ट्स लि. यांना निविद अटी-शर्तींनुसार Demonstration & Proof of concept (POC) साठी दि.०८/०२/२०१९ रोजी कळविणेत आले.

Proof of concept (POC) साठी मा.आयुक्त सो. यांनी दि.१५/०९/२०१८ अन्वये खालील प्रमाणे तांत्रीक समिती गठीत केली आहे.

१) प्रकल्प अधिकारी MEDA नाशिक

२) कार्यकारी अभियंता MSEDCL नाशिक

३) Electrical-IT Expert प्रकल्प सल्लागार

४) कार्यकारी अभियंता (विद्युत) मनपा नाशिक

५) उप अभियंता (विद्युत) मनपा नाशिक

उपरोक्त समितीने प्रत्यक्ष दि.११/०२/२०१९ ते १८/०२/२०१९ पावेतो स्मार्ट फिर्टींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation केले असून त्यात मे.टाटा प्रोजक्टस् हे यशस्वी झाले आहेत व तसा तांत्रीक समितीचा अहवाल प्राप्त झाला आहे. समितीचे गुणवत्ता चाचणी प्रमाणे अहवालातील मुख्य बाबी खालीलप्रमाणे आहेत.

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अ. क्र.	फिटींगचा प्रकार	POC साठी आवश्यक संख्या	प्रत्यक्ष वापरण्यात आलेली संख्या	ठिकाण	तांत्रीक पुर्तता अहवाल
१	३० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.१	पुर्तता केली
२	४० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.२	पुर्तता केली
३	५५ वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर मुख्य रस्ता	पुर्तता केली
४	८५ वॅट एलईडी फिटींग	३ नग	३ नग	डॉन बॉस्को रोड	पुर्तता केली
५	११० वॅट एलईडी फिटींग	६ नग	६ नग	कॉलेज रोड	पुर्तता केली
६	२१० वॅट एलईडी फिटींग	६ नग	६ नग	गंगापूर रोड	पुर्तता केली
७	स्मार्ट पॅनल	१ नग	१ नग	कृषी नगर	पुर्तता केली

उपरोक्त प्रमाणे मे.टाटा प्रोजेक्टस् यांनी POC साठी आवश्यक तांत्रीक बाबींची पुर्तता केलेली आहे व त्याचा सकारात्मक अहवाल प्रकल्प सल्लागार यांनी सादर केला आहे.

Proof of concept (POC) बाबतचा अहवाल RFP Condition नुसार पुर्तता करत असल्याने निविदा समितीची मान्यता घेऊन मे.टाटा प्रोजेक्टस् यांचे Envlop-C Financial bid दि.२०/०२/२०१९ रोजी उघडणेत आले. त्यामध्ये मे.टाटा प्रोजक्टस् यांनी Commited Energy saving ६०% (साठ टक्के) इतके सादर केलेले आहेत. तसेच मनपा साठी Commited Percentage share ५% (पाच टक्के) इतका सादर केलेला आहे.

मे.टाटा प्रोजेक्टस् यांना दि.२१/०२/२०१९ रोजी मनपाचा हिस्सा वाढविणे बाबत विचारण करण्यात आली. त्यास त्यांनी Committed Energy saving ६०% इतके व मनपाचा Commited Percentage share ५% इतके बरोबर असले बाबत व त्यामध्ये वाढ करता येणार नसले बाबत मा. आयुक्त सो. यांचे समक्ष झालेल्या बैठकीत सांगितले.

सदर प्रकल्पाची निविदा अटी-शर्तींनुसार ठळक वैशिष्टये खालील प्रमाणे आहेत :-

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जाणार आहेत.
- सदर प्रकल्पात मनपास कोणतीही आर्थीक गुंतवणूक करावी लागणार नाही.
- सदर प्रकल्पात पुढील किमान सात वर्ष पथदिप देखभाल दुरुस्ती कंपनी/ Concessionaire यांचे मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांसाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात २० स्मार्ट पोल येणार आहेत.त्यावर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हारमेंटल सेंन्सर्स बसविण्यात येणार आहेत.
- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरु, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.
- सदर प्रकल्पाकरीता स्मार्ट सिटी अंतर्गत उभारण्यात येणाऱ्या मध्यवर्ती कमांड कंट्रोल सेंटर मध्ये संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling होणार आहे.
- सदर प्रकल्पासाठी ESCRO Account उघडणेत येणार आहे. त्यात मनपा पथदिपांचे बेस लाईन प्रमाणे सरासरी मासीक वीजबिलाची रक्कम भरणा करण्यात येणार आहे. त्यातून पथदिपांचे मासीक वीजबिल मरावि वितरण कंपनीस अदा होईल व बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले नंतर उर्वरीत रक्कम Concessionaire यांना मिळणार आहे.

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- सदर प्रकल्प राबविताना Concessionaire Inspection report नुसार आवश्यकते प्रमाणे सुरुवातीस पोल, केबल, बॉक्स, अर्थींग इत्यादी अनुषंगीक कामे मनपास करून दयावी लागणार आहेत व त्यानतर त्याची देखभाल व दुरुस्ती Concessionaire यांना पुढिल सात वर्ष करावयाची आहे. फ़क्त पोल खराब झाला व शिफ़्टीग असले तर ते मनपा ने करावयाचे आहे.
- सदर प्रकल्पासाठी निविदा अटि शर्तीनुसार Concessionaire यांनी SPV (Special purpose vehicle) स्थापन करता येणार आहे. त्यामध्ये मुख्य Concessionaire कंपनीचे किमान ५१% भाग भांडवल असणेची अट आहे. Concessionaire यांनी SPV स्थापन केली तर करारनामा SPV बरोबर करावयाचा आहे.
- निविदा भरताना Concessionaire यांनी कमीत कमी वीजबचत कमीत कमी ५५% देणे व बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पात प्रत्येक सहा महिन्यांनी शासकीय अभियांत्रिकी महाविदयालय/ तंत्रनिकेतन/मेडा/शासनमान्य एनर्जी ऑडीटर किंवा एआयसीटीई ॲप्रुव्हड अभियांत्रीकी महाविद्यालय यांपैकी एका संस्थेकडून एनर्जी ऑडीट करणेत येणार आहे.
- प्रस्तावीत साधारण ९२०१४ फिटींग्ज् लावले नंतर अतिरिक्त नव्याने लावावयाच्या स्मार्ट लाईट्स साठी Concessionaire यांनी स्वतंत्रपणे दर सादर केलेले आहेत.
- तसेच अस्तीत्वातील पोलवर असलेल्या सर्व प्रकारच्या फिटींग्ज परत घेणे बाबत Concessionaire ने यांनी स्वतंत्रपणे दर सादर केलेले आहेत.

सदरचा प्रकल्प PPP तत्वावर असल्यामुळे प्रकल्पाचे Concessionaire मे.टाटा प्रोजक्ट्स यांनी LOA/कार्यादेशाच्या दिनांकापासून १५ दिवसांचे आंत PBG (Performance bank guarantee) पुर्तता करणे बाबत केलेल्या विनंती नुसार व मनपास प्रकल्पाची निकड लक्षात घेता, कामाचा आदेश देऊन निविदा अटी-शर्तीप्रमाणे परफॉरमन्स बँक गॅरंटी (PBG) भरून करारनामा करणेससाठी १५ दिवसांची मुदत देणेत येईल.

वरील बाबींचे अवलोकन होऊन नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणेसाठी मे.टाटा प्रोजेक्टस् यांचेशी करारनामा करणेस मा.स्थायी समितीच्या मान्यतेसाठी सादर.

22/2/2019

अधीक्षक अभियंता (वि.यां.)
नाशिक महानरगरपालिका,नाशिक

मुख्य कार्यकारी अधिकारी
NMSCDCL

अतिरिक्त आयुक्त
नाशिक महानरगरपालिका,नाशिक

सदरचा विषय येत्या स्थायी समितीच्या मान्यतेसाठी ठेवणेत यावा व महाराष्ट्र महानरगपालिका अधिनियम ७३(क) नुसार कार्यवाही करणेत यावी.

आयुक्त
नाशिक महानरगरपालिका,नाशिक

नाशिक महानगरपालिका,नाशिक
जा.क्र./विद्युत/वशि/ ९८६ /२०१९
दिनांक: २५ /०२ /२०१९
NMC/ELECMECH/०५८/ 85/2019

प्रति,
मा.नगरसचिव(समन्वय कक्ष),
नाशिक महानगरपालिका,नाशिक.

विषय: प्रस्ताव मा.स्थायी समितीवर ठेवणे बाबत.
कामाचे नाव: नाशिक मनपा क्षेत्रात तत्वावर स्मार्ट लाईट प्रकल्प राबविणे बाबत ...

महोदय,

उपरोक्त संदर्भिय विषयान्वये समवेत जोडलेला प्रस्ताव(डॉकेट) येत्या मा.स्थायी समितीवर मान्यतेसाठी ठेवणेस विनंती.

कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका,नाशिक

नाशिक महानगरपालिका,नाशिक

स्थायी समिती

कार्यपत्रिका क्र.१९ **सभा क्र.२२** **दि.२८.०२.२०१९**

नाशिक महानगरपालिकेच्या स्थायी समितीची विशेष सभा **गुरुवार दि.२८.०२.२०१९ रोजी सकाळी १०.०० वाजता** स्थायी समिती सभागृह, राजीव गांधी भवन, शरणपुर रोड नाशिक महानगरपालिका, नाशिक येथे भरेल.

सदर सभेत खालील विषयांचा विचार होईल.

विषय क्र.३१३-स्थायी समिती सभा क्र.२० दि.२१.०२.२०१९ रोजी झालेल्या सभेचे कार्यवृत्त कायम करणे बाबत.

विषय क्र.३१४-संदर्भ -मा.आयुक्त सो.यांचेकडील जा.क्र.नस/विद्युत-यां/१८६/ दि.२५.०२.२०१९ चे पत्र.
नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणेसाठी मे.टाटा प्रोजेक्टस यांचेशी करारनामा करणेस मंजुरी देणे बाबत.

विषय क्र.३१५-संदर्भ-मा.आयुक्त सो.यांचेकडील जा.क्र.नस/सुरक्षा/१३१/२०१९ दि.२५.०२.२०१९ चे पत्र
मनपाचे रुग्णालयातील प्रसुती व शिशुवार्ड येथे नवजात अर्भक, गंगाघाट, पाणी उपसा, जलशुध्दीकरण केंद्रे या ठिकाणी जैविक हल्ल्याचे दृष्टीने मुख्यालय येथील संवेदनशील परिस्थिती व शिक्षण विभागाच्या इमारतींच्या सुरक्षिततेसाठी सुरक्षा रक्षक नाशिक जिल्हा सुरक्षा रक्षक मंडळ यांचेकडुन एक वर्ष कालावधीकरीता उपलब्ध करुन घेणेस व त्याकामी येणा-या र.रु.११,७३,८५,४१६/-चे खर्चास मंजुरी देणे बाबत.

विषय क्र.३१६-संदर्भ-मा.आयुक्त सो.यांचेकडील जा.क्र.मनपा/शि.वि/२९८ दि.२५.०२.२०१९ चे पत्र
आस्थापनेवरील मंजुर पदांची संख्या, श्रेणी व वेतनश्रेणी विवरणपत्र सादर करणे बाबत.

विषय क्र.३१७-संदर्भ-मा.प्र.मुख्य अग्निशमन अधिकारी यांचेकडील जा.क्र.अशा/वशि/कक्ष-१/५७/५८/२०१९ दि.२५.०२.२०१९ चे पत्र.
महाराष्ट्र महानगरपालिका अधिनियम अन्वये व महाराष्ट्र शासनाचा आदेश क्र.३२ दि.१८.०८.२०११ अन्वये कलम ७३ (ड) १ व २ नुसार मा.आयुक्त सो.यांनी यांनी अग्निशमन व आपत्ती व्यवस्थापन विभागाच्या केलेल्या कामांची माहिती अवलोकनार्थ.

विषय क्र.३१८-संदर्भ-मा.मुख्यलेखापरिक्षक यांचे दि.२५.०२.२०१९ चे पत्र.
नाशिक मनपा मुख्यलेखापरिक्षक यांचा दि.१८.०२.२०१९ ते दि.२३.०२.२०१९ अखेर साप्ताहिक अहवाल अवलोकनार्थ.

विषय क्र.३१९-संदर्भ-मा.मुख्य अग्निशमन अधिकारी यांचे दि.२५.०२.२०१९ चे पत्र.
नाशिक मनपा अग्निशामक दलाचा दि.१८.०२.२०१९ ते दि.२४.०२.२०१९ अखेर आगीचा साप्ताहिक अहवाल अवलोकनार्थ.

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नाशिक महानगरपालिका,नाशिक. **(गोरखनाथ आव्हाळे)**

नाशिक महानगरपालिकेच्या कामाकरिता

NMC/MSD/OWL/2019/63
महानगरपालिका सचिवालय

नाशिक महानगरपालिका,नाशिक
स्थायी समिती

कार्यपत्रिका क्र.२० सभा क्र.२३ दि.२८.०२.२०१९

नाशिक महानगरपालिकेच्या स्थायी समितीची विशेष सभा गुरुवार दि.२८.०२.२०१९ रोजी दुपारी ०४.०० वाजता स्थायी समिती सभागृह, राजीव गांधी भवन, शरणपुर रोड नाशिक महानगरपालिका, नाशिक येथे भरेल.

सदर सभेत खालील विषयांचा विचार होईल.

विषय क्र.३३०-स्थायी समिती सभा क्र.१९ दि.२१.०२.२०१९, सभा क्र.२१ दि.२६.०२.२०१९ व सभा क्र.२२ दि.२८.०२.२०१९ रोजी झालेल्या सभेचे कार्यवृत्त कायम करणे बाबत.(वाटपाच्या अपेक्षेवर)

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नाशिक महानगरपालिका,नाशिक.
महानगरपालिका सचिवालय.
दिनांक :-२५.०२.२०१९

(गोरखनाथ आव्हाळे)
प्र.नगरसचिव,
नाशिक महानगरपालिका,नाशिक

विद्युत विभाग
आवक पं. २७४
दिनांक २६/२/२०१९

नाशिक महानगरपालिकेच्या कामाकरिता

NMC/MSD/OWL/2019/63
महानगरपालिका सचिवालय

नाशिक महानगरपालिका,नाशिक
स्थायी समिती

कार्यपत्रिका क्र.२० सभा क्र.२३ दि.२८.०२.२०१९

नाशिक महानगरपालिकेच्या स्थायी समितीची विशेष सभा गुरुवार दि.२८.०२.२०१९ रोजी दुपारी ०४.०० वाजता स्थायी समिती सभागृह, राजीव गांधी भवन, शरणपुर रोड नाशिक महानगरपालिका, नाशिक येथे भरेल.

सदर सभेत खालील विषयांचा विचार होईल.

विषय क्र.३३०-स्थायी समिती सभा क्र.१९ दि.२१.०२.२०१९, सभा क्र.२१ दि.२६.०२.२०१९ व सभा क्र.२२ दि.२८.०२.२०१९ रोजी झालेल्या सभेचे कार्यवृत्त कायम करणे बाबत.(वाटपाच्या अपेक्षेवर)

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नाशिक महानगरपालिका,नाशिक.
महानगरपालिका सचिवालय.
दिनांक :-२५.०२.२०१९

(गोरखनाथ आव्हाळे)
प्र.नगरसचिव,
नाशिक महानगरपालिका,नाशिक

विद्युत विभाग
आवक पं. २७४

26/02/2019

Financial calculations for Streetlight Tender

Project costing to be incurred by Concessionaire:

- Capex cost: Rs. 122.25 Cr. (Approx.)
- Opex cost: Rs. 34.34 Cr. (Approx.)
- **Total cost: Rs. 156.59 Cr. (Approx.)**
- **Duration: 7 years.**
- Extendable: 3 years.
- No O&M cost to be incurred by NMC during total project duration. **Approx. saving** of Rs. 4 Cr. per year comes to**Rs.28 Cr. for complete project duration.**

Saving Sharing Calculation (5% share on total saving)

- Annual Baseline Consumption: 50567104 (as per RFP clause no. 4.9.1.1)
- Monthly Baseline Consumption= Annual Baseline Consumption/12 = 4213925.33
- Unit Rate: Rs. 6.62/- per unit (as per RFP clause no 4.9.1.2).
- Highest Bid Parameter (C) = Guaranteed Monthly energy savings (A) *Guaranteed saving share quoted by bidder (B)*Baseline Consumption*Unit Rate = Rs. 836885.5712/- Per Month **(A= 60% & B=5%)**
- **Yearly saving: 836885.5712*12 =>Rs. 10,042,626.85 /- =>Rs. 1 Cr.**

Escrow Deposit to be maintained by NMC for complete project duration

- Current Power Bill Per Year (Approx.): Rs. **30.5 Crore**
- Last three month MSEDCL bill amount:30.5/4=>Rs. **7.625 cr.**
- guaranteed saving share quoted by bidder : **5%**
- Average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate = 4213925.33*5%*3*6.62 =>**Rs. 4184428/- =>Rs. 0.42 Cr.**
- **Total deposit: 7.625 + .42 =>Rs. 8.045 Cr.(Approx.)**

Deductions From escrow Account:

1. Monthly Bill of MSEDCL.
2. Taxes.
3. NMC saving share.
4. LD/Penalties (if any).
5. Concessionaire share.

Note:

1) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage.
2) The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.

Technical solution for Streetlight

Electric streetlights are essential elements of a city environment and services. They affect residents' sense of safety while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, these existing outdoor lights consume good amount of energy. Therefore, following are desired in designing and implementation of street lightings:

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Add intelligent IT innovations to transportation, civic utilities, public safety without adding significantly more physical infrastructure;
- Real-time data communications with low latency to improve safety and security. Also converting conventional lights to Smart LED with CCMS will reduce energy consumption also

Under Smart LED street light project around **92014** number of fixtures are going to be replace by Smart LED Street light with CCMS. Energy Saving done from this project is around **60%**. The project is on PPP mode (ESCO model).

Following feature will be there in Smart LED

I. Individual Dimming & addressable above 90 Watts.
II. Group dimming and addressable below 90 Watts
III. Remote On-Off option
IV. Timer
V. GPS Map representation

Also from this project NMC will get benefit of **5%** revenue sharing. Also NMC will have 24*7 real-time support from concessionaire.

Bidder will install additional smart elements like environmental sensors, flood sensors, Emergency Call box, Public Addressing System.

Current Status: NMC has re-published the Smart LED Street light RFP on 22nd October 2018. After the sixth extension technical bid was opened on 5th February 2019 and one bid was received from Tata Projects Limited.

The technical evaluation was conducted and approved by BEC on 20th February 2019. Afterwards on same day financial bid was opened after intimating the bidder. **Financial Opening & Negotiations done.**

26/04/2019

Comparison of agreement with EESL and street light tender issued by NMC

Sr. No.	Parameter	EESL	NMC Tender
1	Engagement Model	ESCO Model	PPP Mode (ESCO Model)
2	Installation Duration	3-6 months	9.5 months
3	Project Period	7 Years(with 2 years warranty)	7 years
4	O&M	2 Years + Extended warranty-5 years@5% of the capex per year	7 years
5	Scope of Operation	• Upgradation of conventional streetlight fixtures including annual maintenance and warranty replacement by EESL	• Replace old fixtures to Smart LED with NLC guidelines for lux level • Automated/Centralized On-off • Dimming • Monitoring and operation Software • Complete Maintenance of entire system after feeder panel for 7 yrs
6	Capital Cost to be incurred by	EESL	Developer/Contractor
7	Lux level measurement	Varied as per the road type i.e. important traffic routes carrying fast traffic, other main routes, secondary roads with considerable traffic and secondary roads with light traffic	As per NLC standard
8	Payment amount	Annuity amount determined taking into account the capital costs, interest on debt , establishment and supervision charges, repair and maintenance cost and	Payment of only electricity bill

		pre-tax return Plus electricity bill	
9	ESCROW	3 months ESCROW to be maintained	3 months ESCROW to be maintained
10	Minimum Guaranteed Savings	EESL assured 50% minimum deemed energy savings from existing energy consumption	60%
11	SLA	95%	99%
12	Capex Cost by EESL/Vendor	Rs 47.2 Cr	Rs 122.25 Cr
13	Opex Cost for 7 Years by EESL/Vendor	Rs 16 Cr	Rs 34.34 Cr
14	Annual Cash Outflow for NMC	Rs 14.5 Cr to EESL (approx.) + Rs 12.08 Cr (Electricity Bill)	Rs 16 Cr (Electricity Bill)
15	Annual Cash Inflow for NMC	None	Rs 1 Cr (approx.)
16	Annual Savings from electricity consumption	Rs 17.32 Cr-Rs 23.22 Cr	Rs 18.78- Rs 21.15 Cr
17	Annual Cash Outflow-EESL/Vendor	Rs 2 Cr (approx. AMC)	Rs 4 Cr (approx. opex cost)
18	Annual Cash Inflow-EESL/Vendor	Rs 14.5 Cr from NMC (approx.)	Rs 17.46 Cr (Energy Savings)

दि. २७/०२/२०१९

एमआयसी कंपनीस एलईडी दिवे बसविणेस दिलेल्या कामाबाबतची माहिती

• नाशिक शहरात एलईडी फिटींग बसविणेचे काम मे.एमआयसी कंपनीस मा.स्थायी समिती ठराव क्र. ६५४ दि.२८/०१/२०१३ अन्वये मंजूर झाल्याने दि.२७/०२/२०१३ रोजी करारनामा करणेत आला.

• सदर कामात ६९५४३ एलईडी फिटींग बसविणेचे कामाचा समावेश असून त्याकरिता ८ वर्षात र.रु.२०२ कोटी देण्याचे नमुद होते.

• मे.एमआयसी कंपनीस नाशिक महानगरपालिकेमार्फत दि.१८/०५/२०१४ रोजी ८० कोटी रुपयाची बँक गॅरंटी देणेत आली होती मात्र सदरची बॅक गॅरटी विभागून मिळणेबाबत मक्तेदाराने विनंती केल्याने र.रु.२० कोटी, र.रु.२० कोटी, र.रु.४० कोटी अशी एकूण र.रु.८० कोटी रक्कमेची बॅक गॅरंटी दि.०६/०९/२०१४ रोजी देणेत आली.

• मक्तेदाराने निविदा अटीशर्ती नुसार काम केले नाही. मात्र करारनाम्यातील आपले हक्क अबादीत ठेवून टर्मिनेशनची नोटीस दि.२०/०५/२०१५ रोजी मनपास दिली. मक्तेदाराने जवळपास ३५० फिटींग लावलेल्या आहेत व ३६ वॅटचे ११४३ व ९६ वॅटचे १० फिटींग असे एकूण ११५३ फिटींग मनपा सातपूर स्टोअर मध्ये जमा आहे.

• मक्तेदार बँक गॅरंटीचे रोख्रीकरण करु नये याकरिता नाशिक महानगरपालिकेमार्फत पूणे येथील सिनिअर कौन्सिलर श्री.पी.नारायण यांना नेमून त्यांचे मार्गदर्शनानूसार मा.जिल्हा न्यायालय अब्रिट्रेशन दावा क्र.१० व दिवाणी न्यायालय वरिष्ठ स्तर विशेष दिवाणी दावा क्र.२९४ असे दोन दावे नाशिक न्यायालयात दि.०३/०७/२०१५ रोजी दाखल केलेले आहेत.

• मा.जिल्हा न्यायालय दावा क्र. १० बाबत मा.न्यायालयाने ४० कोटी रुपयाची बँक गॅरंटीचे रोख्रीकरण होवू नये याकरिता दि.०६/०७/२०१५ रोजी अंतिरिम स्थगिती आदेश दिलेला आहे

• सदरचे दोन्ही दावे नाशिक न्यायालयात आज पावेतो सुरु आहेत.

• मे.एमआयसी कंपनीने यापूर्वीच टर्मिनेशनची नोटीस दिलेली आहे. मात्र नवीन कामास स्टे आणू नये याकरिता मा.ॲड पी.नारायण यांचे अभिप्रायानूसार नाशिक न्यायालयात कॅव्हेट दाखल करणेत आलेला आहे व मा.उच्च न्यायालयात कॅव्हेट दाखल करावयाचे काम सुरु आहे.

नागरी स्थानिक स्वराज्य संस्थांनी उर्जा बचतीसाठी एलईडी पथदिवे बसविण्याकरिता ईईएसएलसोबत करारनामा करण्याबाबत.

महाराष्ट्र शासन
नगर विकास विभाग
शासन निर्णय क्रमांक संकीर्ण-२०१७/प्र.क्र.१८३/नवि-२०
मंत्रालय, मुंबई ३२
दिनांक:- ०४ जून, २०१८

संदर्भ :-

(१) शासन निर्णय उद्योग उर्जा व कामगार विभाग क्रमांक अपाऊ-२०१५/ प्र.क्र. ३७८/ उर्जा-७, दिनांक २२ जून, २०१७

(२) शासन निर्णय नगरविकास विभाग क्रमांक संकीर्ण- २०१७/ प्र.क्र.१८३/नवि-२०, दिनांक १२ जानेवारी, २०१८

प्रस्तावना

राज्य शासनाचे उर्जा संवर्धन धोरण उपरोक्त दिनांक २२ जून, २०१७ च्या शासन निर्णयान्वये विहित केले आहे. या धोरणानुसार पथदिवे बसविताना फक्त एलईडी पथदिवे बसविणे बंधनकारक केले आहे. तसेच, सर्व नागरी स्थानिक स्वराज्य संस्थांच्या क्षेत्रात ईईएसएलच्या माध्यमातून एस्को तत्वावर एलईडी पथदिवे बसविण्यासाठी राज्य शासनाने करारनामा केला आहे. त्याअनुषंगाने पुढील अंमलबजावणीसाठी मार्गदर्शक सूचना देण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय

राज्य शासनाच्या उर्जा विभागाच्या, उर्जा संवर्धन धोरण, २०१७ नुसार सर्व नागरी स्वराज्य संस्थांना पथदिवे बसविताना फक्त एलईडी पथदिवे बसविणे बंधनकारक केले आहे. हे धोरण नगर विकास विभागाच्या वतीने स्वीकृत करून राज्यातील सर्व नागरी स्थानिक स्वराज्य संस्थांना लागू करण्याचा निर्णय शासनाने घेतला आहे.

२. त्या अुनषंगाने सर्व नागरी स्थानिक स्वराज्य संस्थांच्या क्षेत्रात केंद्रशासनाच्या सार्वजनिक उपक्रम असलेल्या एनर्जी एफिशिएन्सी सर्विसेस लिमिटेड म्हणजेच ईईएसएलच्या माध्यमातून एस्को तत्वावर एलईडी पथदिवे बसविण्यासाठी राज्य शासनाने ईईएसएलसोबत करारनामा केला आहे. त्यासमवेतच संबंधित नागरी स्थानिक स्वराज्य संस्थेने त्यांच्या क्षेत्रात ईईएसएलच्या माध्यमातून एलईडी पथदिवे बसविण्यासाठी करावयाच्या करारनाम्याचा मसूदा देखिल विहित केलेला आहे. या करारनाम्याच्या प्रती सर्व नागरी स्थानिक स्वराज्य संस्थांना स्वतंत्रपणे पाठविल्या आहेत. **राज्यशासनाच्या सदर निर्णयास अनुसरून सर्व नागरी स्वराज्य संस्थानी पथदिव्यांसाठी फक्त एलईडी दिवे बसविणे व त्यासाठी ईईएसएलसोबत करारनामा करणे त्यांच्यावर बंधनकारक राहील.**

२. या पार्श्वभूमीवर ज्या नागरी स्थानिक स्वराज्य संस्थांना यापूर्वी पथदिव्यांसाठी एलईडी दिवे बसविण्यासाठी वैशिष्ट्यपूर्ण योजना किंवा अन्य योजनेतून राज्य शासनाने निधी मंजूर करण्यात केला असेल, मात्र, दिनांक १२.०१.२०१८ पर्यंत कार्यादेश देण्यात आले नसतील अशा निधीतून या एलईडी

दिवे बसविण्याच्या प्रयोजनासाठी त्यापुढे कोणताही खर्च करण्यात येऊ नये, अशा सूचना समक्रमाकाच्या दिनांक १२.०१.२०१८ च्या शासन निर्णयान्वये देण्यात आल्या आहेत. अशा निधीतून हाती घ्यावयाच्या सुधारीत कामांचा प्रस्ताव शासनाकडे सादर करण्यात यावा व त्यावरील शासनाच्या निर्णयांनतरच पुढील कार्यवाही करण्यात यावी. सदर सूचनांचा पुनरूच्चार करण्यात येत आहे.

३. ईईएसएलच्या माध्यमातून एस्को तत्वावर एलईडी पथदिवे बसविताना नागरी स्थानिक स्वराज्य संस्थेस **सुरवातीला कोणतीही भांडवली गुंतवणूक करावी लागणार नाही**. त्यामुळे, एलडी पथदिवे बसविण्यासाठी शासनाच्या निधीसोबतच, १४ व्या वित्त आयोगाच्या निधीतून किंवा स्वनिधितून देखिल **कोणताही भांडवली खर्च करण्यास प्रतिबंध राहील**.

४. राज्य शासनाच्या उपरोक्त निर्णयानुसार राज्यातील सर्व नागरी स्थानिक स्वराज्य संस्थांनी रस्त्यांवरील प्रकाश व्यवस्थेकरीता (पथदिवे) एलईडी दिव्यांचा वापर करून उर्जा संवर्धन करण्यासाठी ईईएसएल (EESL) या केंद्रशासनाच्या सार्वजनिक उपक्रमाशी करारनामा (MoU) करण्याची कार्यवाही दिनांक ३० जून, २०१८ पर्यंत पूर्ण करावी. महाराष्ट्र नगरपरिषदा, नगरपंचायती व औद्योगिक नगरी अधिनियम १९६५ च्या कलम ७७ (अअ) नुसार राज्य शासनाच्या या धोरणात्मक निर्णयाची कालबध्द अंमलबजावणी करण्याची जबाबदारी संबंधित मुख्याधिकारी यांच्यावर आहे. त्यानुसार राज्यातील सर्व नगरपरिषदा/नगरपंचायतींनी पथदिव्यांसाठी फक्त एलईडी दिवे बसवणे व त्यासाठी ईईएसएल (EESL) सोबत दिनांक ३० जून, २०१८ पूर्वी करारनामा करणे, संबंधित मुख्याधिकारी यांच्यावर बंधनकारक आहे.

५. **राज्यशासनाने** ईईएसएल सोबत केलेल्या करारनाम्याच्या अनुषंगाने संबंधित नागरी स्थानिक स्वराज्य संस्थांशी (महानगरपालिका/नगरपरिषदा/नगरपंचायती) समन्वय साधून पुढील कार्यवाही करण्यासाठी **आयुक्त तथा संचालक नगरपरिषद प्रशासन संचालनालय, मुंबई यांची राज्य शासनाच्या वतीने समन्वयक** म्हणून नियुक्ती करण्यात येत आहे.

६. यानुसार संबंधित शहरांशी करारनामा करण्याचे काम ईईएसएलने यापूर्वीच सूरू केली आहे. ईईएसएलने विविध नागरी स्थानिक स्वराज्य संस्थांशी करारनामा करून एलईडी दिवे बसविण्याची कार्यवाही टप्याटप्याने डिसेंबर, २०१८ पर्यंत पूर्ण करावी.

७. ईईएसएलसोबत करण्यात येणाऱ्या करानाम्यानुसार ॲन्युयिटीच्या खर्चाचा परतावा करण्यासाठी प्रत्येक नागरी स्थानिक स्वराज्य संस्थानिहाय एस्क्रो अकाऊंट उघडण्यात येणार आहे. संबंधित नागरी स्थानिक स्वराज्य संस्था त्यांच्याशी संबंधित ॲन्युयिटीच्या खर्चाचा परतावा या एस्क्रो अकाऊंटमध्ये स्वउत्पन्नातून नियमितपणे भरावा. त्यासाठी नागरी स्थानिक स्वराज्य संस्थांना त्यांना मिळणाऱ्या १४ व्या वित्त आयोगाच्या अनुदानाचा किंवा महानगरपालिकांना वस्तू व सेवा कराच्या भरपाई अनुदानाचा वापर करता येईल. त्याचप्रमाणे, करारनाम्यातील तरतूदीनुसार कोणत्याही नागरी स्थानिक स्वराज्य संस्थेने ईईएसएलसोबत केलेल्या करारनाम्यानुसार देय अन्युईटीचा परतावा ईईएसएलला एस्क्रो अकाऊंट द्वारे प्रदान करण्यात कुचराई केल्यास (Defaulted) अशी देय रक्कम संबंधित नागरी स्थानिक स्वराज्य संस्थेस देय असलेल्या सर्व प्रकारच्या अनुदानातून कपात करून ईईएसएलला वळती करण्यात येईल.

पृष्ठ ४ पैकी २

८. सदर योजना अधिक किफायतशीर (Cost effective) व्हावी यासाठी, राज्य शासनाच्या उर्जा संवर्धन धोरणातील (परिच्छेद ३.१) पथदिव्यांमध्ये उर्जा बचतीचे प्रकल्प राबविण्यासाठी महाउर्जाकडून नागरी स्थानिक स्वराज्य संस्थांना कमाल रूपये ५० लक्ष पर्यंतचे देण्यात येणाऱ्या अर्थसहाय्याची रक्कम उपरोक्त उल्लेखित एस्क्रो अकाऊंटमध्येच जमा करण्यात यावी.

९. यानुसार एलईडी दिव्यांसाठी ईईएसएल सोबत करारनामा करणे व ईईएसएलच्या माध्यमातून उर्जाबचत उपक्रम राबविण्याची व या शासन निर्णयातील सर्व अनुषंगिक बाबींची कोटेकोर अंमलबजावणी करण्याची जबाबदारी संबंधित महानगरपालिका आयुक्त/ मुख्याधिकारी, नगरपरिषद/नगरपंचायत यांची राहील.

१०. हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०१८०६०४१५१६१६२०२५ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

Pandurang Jotiba Jadhav

Digitally signed by Pandurang Jotiba Jadhav
DN: c=IN, o=Government Of Maharashtra, ou=Urban Development Department, postalCode=400032, st=Maharashtra, 2.5.4.20=300d785e12fdc19db0612f1ffdf83e54efe7da2b1bc63d18df8e09b3c7eece65, cn=Pandurang Jotiba Jadhav
Date: 2018.06.04 15:18:26 +05'30'

(पां. जो. जाधव)
सह सचिव, महाराष्ट्र शासन

प्रत :-

१) महालेखापाल महाराष्ट्र-१, मुंबई.
२) मा.महालेखापाल महाराष्ट्र-२, नागपूर.
३) मा.मुख्यमंत्री यांचे अपर मुख्य सचिव,मंत्रालय,मुंबई.
४) मा. राज्यमंत्री (नगर विकास) यांचे खाजगी सचिव, मंत्रालय, मुंबई.
५) मा. मंत्री/ राज्यमंत्री (सर्व) यांचे खाजगी सचिव, मंत्रालय,मुंबई
६) मा.विरोधी पक्ष नेते, महाराष्ट्र विधानसभा/विधानपरिषद, विधानभवन, मुंबई.
७) सर्व सन्माननीय संसद सदस्य/ विधानसभा/विधानपरिषद सदस्य
८) मा.मुख्य सचिव यांचे सहसचिव, मंत्रालय, मुंबई.
९) अपर मुख्य सचिव, वित्त विभाग, मंत्रालय, मुंबई.
१०) अपर मुख्य सचिव, पाणीपुरवठा व स्वच्छता विभाग, मंत्रालय, मुंबई.
११) अपर मुख्य सचिव, नियोजन विभाग, मंत्रालय, मुंबई.
१२) प्रधान सचिव, सार्वजनिक बांधकाम विभाग, मंत्रालय, मुंबई
१३) प्रधान सचिव (उर्जा), उद्योग उर्जा व कामगार विभाग, मंत्रालय, मुंबई
१४) प्रधान सचिव नगर विकास विभाग (२) यांचे स्वीय सहायक, मंत्रालय, मुंबई.
१५) आयुक्त तथा संचालक, नगरपरिषद प्रशासन संचालनालय, वरळी, मुंबई.
१६) कार्यकारी संचालक, महाराष्ट्र नागरी विकास अभियान संचालनालय, मुंबई

१७) व्यवस्थापकीय संचालक, एनर्जी एफिशिएन्सी सर्व्हिसेस लिमिटेड, नवी दिल्ली
१८) प्रादेशिक व्यवस्थापक, एनर्जी एफिशिएन्सी सर्व्हिसेस लिमिटेड, मुंबई
१९) महासंचालक, मेडा, पुणे
२०) उपसंचालक (उर्जा संवर्धन), मेडा, पुणे
२१) सर्व विभागीय आयुक्त
२२) सर्व जिल्हाधिकारी
२३) आयुक्त, सर्व महानगरपालिक
२४) मुख्याधिकारी, सर्व नगरपरिषदा
२५) मुख्याधिकारी, सर्व नगरपंचायती
२६) कार्यासन नवि-३३ / कार्यासन नवि-१६ / कार्यासन नवि-०४ नगर विकास विभाग
२७) निवडनस्ती, (नवि-२०)

*****

7 Manjit Shende
Eesl.
09096248281

Subject **RE: Invitation for negotiations and submission of required undertaking.**

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, Amol Nisal <amolnisal@tataprojects.com>

Cc Gautam Balakrishnan <gautamb@tataprojects.com>, Abhishekjain24 <abhishekjain24@kpmg.com>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, shubhamsodhani@kpmg.com <shubhamsodhani@kpmg.com>

Date 2019-03-04 11:19

Dear Sir

With reference to your mail for resubmission of undertaking , we hereby state that we have only adhered to the RFP statement on Page no. 45 Clause 4.1.1 (Survey) - point no. 2 -which clearly states that " Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement "

The above statement is completely corroborative to our submitted undertaking which states

"We will install appropriate wattage luminaries required across the city to achieve the illumination levels as per the National Lighting Code standards which is to be determined after the survey".

Trust the above statement is already in line with your requirement .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
Sent: 02 March 2019 19:20
To: Amol Nisal <amolnisal@tataprojects.com>
Cc: Gautam Balakrishnan <gautamb@tataprojects.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; pmc@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; shubhamsodhani@kpmg.com
Subject: Re: Invitation for negotiations and submission of required undertaking.

Dear Mr. Amol

Please find attached herewith mail titled "2019 03 01 - Mail to Tata Projects Limited on undertaking and quote" on seeking your response on undertaking and quote by given timeline.

Engineer-in-charge
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

On 2019-02-26 19:14, ee electrical@nmc.gov.in wrote:

> Dear Mr.Amol,
>
> The response to our trail mail is partially received,it only speaks about negotiations. Whereas, the requisite undertaking is still pending and yet not receive. Please share the same till 12:00 PM tomorrow i.e. 27th February 2019.
>
> Head of the department

Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

On 2019-02-21 17:46, ee electrical@nmc.gov.in wrote:

O.No.174 Dated 21/2/2019

To,
Mr. Amol Nisal,
Assistant General Manager- Smart Cities Tata Projects Limited, One Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard Street, Hiranandani Business Park, Powai,
Mumbai- 400076

Subject: - Invitation for negotiations and submission of required undertaking.

Ref: Tender no. 2018_NMC_365389_1 and the Bid submitted by Tata Projects Limited in response to this tender for Smart LED street light system for Pan City in Nashik City.

The bid for above mentioned tender was opened on 05th February 2019. As part of the technical evaluation, the demonstration of Proof of Concept was carried out in the presence of the PoC committee. However, the Lux level of 170 W luminaries installed at the Trimbak road was lower than the lux level defined as per the RFP requirement. However the required lux level was achieved through installation of higher wattage luminaries by your team.

Since higher wattage luminaries were used to achieve the required lux level at Gangapur road, you are here by directed to submit an undertaking as below:

"We will install appropriate wattage luminaries wherever required across the city to achieve the lux level and uniformity as per the RFP requirements. However, the appropriate wattages will be finalized after the survey will be conducted and needs to be approved by the Engineer-In-Charge."

You are required to submit the undertaking via returning email ASAP and submit the hard copy at below address by 06:00 PM on 25th February 2019.

Address:-
Electrical Department, 3rdFloor,
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik - 422002.

Moreover, we would like to request you for reconsidering your quote for the aforesaid tender related with the "Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % which is presently 5% as per your current quote."

Whereas,The rates quoted for the Buy back of old fixtures and additional fixtures Capex and O&M rates also need to be re-think once.

Kindly share the revised offer ASAP.

Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

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महानगरपालिका सचिवालय

नाशिक महानगरपालिका, नाशिक

स्थायी समिती ठराव

सभा क्र. : 22

विषय क्र. : 398 **ठराव क्र. :** 398 **दिनांक :** 27 /02 /2019

संदर्भ :-मा.आयुक्त सो.यांचेकडील जा.क्र.नस/विद्युत-यांत्रिकी/वशि/१८६/२०१९ दि.२५.०२.२०१९ चे पत्र.

१) मा.महासंचालक महाउर्जा यांचे दि.१५/०९/२०१७ रोजीचे पत्र,मा.महाराष्ट्र शासन उर्जा संवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings and advertisement rights on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

नाशिक मनपा क्षेत्रात पीपीपी तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या कामाच्या विद्युत विभागाकडील ई-निविदा सुचना क्र.३९(२०१७-१८) अन्वये दि. २८/०३/२०१८ रोजी प्रसिध्द केली असता खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे -

प्रथम कॉल :- दि.२८/०३/२०१८ ते २३/०४/२०१८ शुन्य निविदा प्राप्त.

प्रथम मुदतवाढ :- दि.२४/०४/२०१८ ते ०८/०५/२०१८ शुन्य निविदा प्राप्त.

व्दितीय मुदतवाढ:- दि.०९/०५/२०१८ते २३/०५/२०१८ शुन्य निविदा प्राप्त.

सबब सदर कामाची सुधारीत RFP नुसार फेरनिविदा दि. २७/०६/२०१८ रोजी प्रसिध्द करण्यात आली. त्यास खालीलप्रमाणे प्रतिसाद प्राप्त झालेला आहे.

१) प्रथम कॉल :- दि.२७/०६/२०१८ ते २३/०७/२०१८ - शुन्य निविदा प्राप्त.

२) प्रथम मुदतवाढ :- दि.२४/०७/२०१८ ते ०७/०८/२०१८ - शुन्य निविदा प्राप्त

३) व्दितीय मुदतवाढ:- दि.०८/०८/२०१८ ते २३/०८/२०१८ - शुन्य निविदा प्राप्त.

४) तृतीय मुदतवाढ:- दि.२४/०८/२०१८ ते २५/०८/२०१८ - एक निविदा प्राप्त.

वरील प्रमाणे नाशिक मनपा क्षेत्रात स्ट्रीट लाईट प्रकल्प राबविणेबाबत निविदा प्रक्रीया राबविणेत आली होती. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pv.Ltd. यांची एकमेव निविदा प्राप्त झाली होती. त्यांची तांत्रीक कागदपत्रे(Envelop-A) छाननी करून दि.०३/०९/२०१८ रोजी निविदा समिती समोर ठेवले असता ते Qualify झाल्यामुळे त्यांची Envelop-B प्रमाणे Demonstration & proof of concept (POC) सुरु करावे यासाठी M/s.Inspira Enterprises India Pvt.Ltd. यांना दि. १५/०९/२०१८ रोजी ईमेल व्दारे कळविण्यात आले.

- त्यावर M/s.Inspira Enterprises India Pv.Ltd. यांनी दि.१७/०९/२०१८ रोजी POC दि.२४/०९/२०१८ रोजी सुरु करत आहे असे कळविले.
- कंपनीने POC दि.२४/०९/२०१८ रोजी सुरु न केल्याने पुन्हा त्यांना स्मरणपत्र देण्यात आले.
- M/s.Inspira Enterprises India Pv.Ltd. यांनी दि.२८/०९/२०१८ रोजीचा केवळ दोनच फिक्सचर्स वर POC सुरु केले परंतू निविदा अटीशर्तीप्रमाणे POC करत नसल्याने त्यांना निविदा अटी-शर्तींनुसार POC मध्ये कोणतेही बदल मान्य होणार नाही असे दि.२९/०९/२०१८ रोजी कळविण्यात आले.
- दरम्यानच्या काळात M/s.Inspira Enterprises India Pv.Ltd. यांनी कोणतेही POC किंवा Demonstration सुरु केले नाही. त्यामुळे या कार्यालयाने दि. ०९/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd यांना निविदा अटी-शर्ती प्रमाणे POC सुरु करावे अन्यथा आपली निविदा रद्द करणेत असे कळविले.
- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pv.Ltd. यांनी निविदा अटी-शर्ती (RFP) प्रमाणे POC देणे बाबत असमर्थता दर्शविली.

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- तसेच प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल सादर केला असता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pv.Ltd. हे अपात्र ठरत असल्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक होते. त्यानुसार प्रकल्प सल्लागार यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेर ई-निविदा सुचना क्र.१६(२०१८-१९) अन्वये निविदा समितीची मान्यता घेऊन दि.२२/१०/२०१८ रोजी फेरनिविदा काढण्यात आली.

१) दि.३०/१०/२०१८ रोजी प्रि-बीड मिटींग झाली. त्यात आलेल्या मुद्दयांचा खुलासा व स्पष्टीकरण CSD तयार करुन दि.०३/११/२०१८ रोजी प्रसिध्द केला.

२) प्रथम मुदतवाढ :- दि.२२/११/२०१८ ते ११/१२/२०१८ - शुन्य निविदा प्राप्त.

३) व्दितीय मुदतवाढ Corigendum क्र.१ सह देण्यात आली :- दि.१२/१२/२०१८ ते २८/१२/२०१८- शुन्य निविदा प्राप्त.

४) RFP मध्ये सुधारणेबाबत Corigendum क्र.२ प्रसिध्द दि.२४/१२/२०१८

५) तिसरी मुदतवाढ :- दि.२९/१२/२०१८ ते ०८/०१/२०१९ - शुन्य निविदा प्राप्त.

६) चौथी मुदतवाढ :- दि.०९/०१/२०१९ ते १८/०१/२०१९ - शुन्य निविदा प्राप्त.

उपरोक्त चार वेळा मुदतवाढ देऊनही प्रतिसाद मिळत नसल्याने मा.आयुक्त सो. यांचे सुचनेनुसार दुसरी प्री-बिड मिटींग घेण्याचे ठरले व त्यानुसार दि.१६/०१/२०१९ रोजी मिटींग घेण्यात आली. प्री-बिड मिटींग मध्ये आलेल्या सुचनांनुसार त्याची उत्तरे खुलाशासह Corigendum क्र.३ व्दारे दि. १८/०१/०१९ रोजी प्रसिध्द केला व २८/०१/२०१९ पर्यंत पाचवी मुदतवाढ दिली.

७) सहावी मुदतवाढ :- दि.२८/०१/२०१९ ते ३०/०१/२०१९ – एक निविदा प्राप्त.

८) ॲटो मुदतवाढ (महाटेंडर सिस्टीम अंडर मेंटेनन्स असल्याने) :- दि.०४/२/२०१९ पर्यंत एक निविदा प्राप्त.

वरील प्रमाणे अनेक वेळा मुदतवाढी देण्यात आलेल्या आहेत. तसेच कामाच्या निविदेस मुदतवाढी देऊनही अल्प प्रतिसाद बघुन वेळोवेळी मुदतवाढ / फेरनिविदा प्रसिध्द करताना व RFP मध्ये सुधारणा निविदा समितीच्या मान्यतेने सादर केल्या आहेत.

उपरोक्त प्रमाणे मुदतवाढींच्या कालावधीत ऑनलाईन निविदा प्रक्रीयेत एक निविदा प्राप्त झाली असून ती मे.टाटा प्रोजेक्ट्स लि. यांची आहे. सदर निविदेची तांत्रीक कागदपत्रे दिनांक ०५/०२/२०१९ रोजी उघडण्यात आली असून मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी यांचेकडून तपासणी करुन घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि.०८/०२/२०१९ रोजी सादर केला.

सदरच्या अहवालानुसार तपासले असता निविदा अटीशर्तींतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र होत असल्यामुळे निविदा समितीची मान्यता घेऊन मे. टाटा प्रोजेक्ट्स लि. यांना निविद अटी-शर्तींनुसार Demonstration & Proof of concept (POC) साठी दि.०८/०२/२०१९ रोजी कळविणेत आले.

Proof of concept (POC) साठी मा.आयुक्त सो. यांनी दि.१५/०९/२०१८ अन्वये खालील प्रमाणे तांत्रीक समिती गठीत केली आहे.

१) प्रकल्प अधिकारी MEDA नाशिक

२) कार्यकारी अभियंता MSEDCL नाशिक

३) Electrical-IT Expert प्रकल्प सल्लागार

४) कार्यकारी अभियंता (विद्युत) मनपा नाशिक ५) उप अभियंता (विद्युत) मनपा नाशिक

उपरोक्त समितीने प्रत्यक्ष दि.११/०२/२०१९ ते १८/०२/२०१९ पावेतो स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation केले असून त्यात मे.टाटा प्रोजक्टस् हे यशस्वी झाले आहेत व तसा तांत्रीक समितीचा अहवाल प्राप्त झाला आहे. समितीचे गुणवत्ता चाचणी प्रमाणे अहवालातील मुख्य बाबी खालीलप्रमाणे आहेत.

अ. क्र.	फिटींगचा प्रकार	POC साठी आवश्यक संख्या	प्रत्यक्ष वापरण्यात आलेली संख्या	ठिकाण	तांत्रीक पुर्तता अहवाल
१	३० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.१	पुर्तता केली
२	४० वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर लेन नं.२	पुर्तता केली
३	५५ वॅट एलईडी फिटींग	३ नग	३ नग	कृषीनगर मुख्य रस्ता	पुर्तता केली
४	८५ वॅट एलईडी फिटींग	३ नग	३ नग	डॉन बॉस्को रोड	पुर्तता केली
५	११० वॅट एलईडी फिटींग	६ नग	६ नग	कॉलेज रोड	पुर्तता केली
६	२१० वॅट एलईडी फिटींग	६ नग	६ नग	गंगापूर रोड	पुर्तता केली
७	स्मार्ट पॅनल	१ नग	१ नग	कृषी नगर	पुर्तता केली

उपरोक्त प्रमाणे मे.टाटा प्रोजेक्टस् यांनी POC साठी आवश्यक तांत्रीक बाबींची पुर्तता केलेली आहे व त्याचा सकारात्मक अहवाल प्रकल्प सल्लागार यांनी सादर केला आहे.

Proof of concept (POC) बाबतचा अहवाल RFP Condition नुसार पुर्तता करत असल्याने निविदा समितीची मान्यता घेऊन मे.टाटा प्रोजेक्टस् यांचे Envlop-C Financial bid दि.२०/०२/२०१९ रोजी उघडणेत आले. त्यामध्ये मे.टाटा प्रोजक्टस् यांनी Commited Energy saving ६०% (साठ टक्के) इतके सादर केलेले आहेत. तसेच मनपा साठी Commited Percentage share ५ % (पाच टक्के) इतका सादर केलेला आहे.

मे.टाटा प्रोजेक्टस् यांना दि.२१/०२/२०१९ रोजी मनपाचा हिस्सा वाढविणे बाबत विचारण करण्यात आली. त्यास त्यांनी Committed Energy saving ६०% इतके व मनपाचा Commited Percentage share ५% इतके बरोबर असले बाबत व त्यामध्ये वाढ करता येणार नसले बाबत मा. आयुक्त साो. यांचे समक्ष झालेल्या बैठकीत सांगितले.

सदर प्रकल्पाची निविदा अटी-शर्तींनुसार ठळक वैशिष्टये खालील प्रमाणे आहेत :-

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जाणार आहेत.
- सदर प्रकल्पात मनपास कोणतीही आर्थीक गुंतवणूक करावी लागणार नाही.
- सदर प्रकल्पात पुढील किमान सात वर्ष पथदिप देखभाल दुरुस्ती कंपनी/ Concessionaire यांचे मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांसाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात २० स्मार्ट पोल येणार आहेत.त्यावर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हारमेंटल सेंन्सर्स बसविण्यात येणार आहेत.
- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरू, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.

- सदर प्रकल्पाकरीता स्मार्ट सिटी अंतर्गत उभारण्यात येणाऱ्या मध्यवर्ती कमांड कंट्रोल सेंटर मध्ये संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling होणार आहे.
- सदर प्रकल्पासाठी ESCRO Account उघडणेत येणार आहे. त्यात मनपा पथदिपांचे बेस लाईन प्रमाणे सरासरी मासीक वीजबिलाची रक्कम भरणा करण्यात येणार आहे. त्यातून पथदिपांचे मासीक वीजबिल मरावि वितरण कंपनीस अदा होईल व बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले नंतर उर्वरीत रक्कम Concessionaire यांना मिळणार आहे.
- सदर प्रकल्प राबविताना Concessionaire Inspection report नुसार आवश्यकते प्रमाणे सुरुवातीस पोल, केबल, बॉक्स, अर्थींग इत्यादी अनुषंगीक कामे मनपास करुन दयावी लागणार आहेत व त्यानंतर त्याची देखभाल व दुरुस्ती Concessionaire यांना पुढिल सात वर्ष करावयाची आहे. फक्त पोल खराब झाला व शिफ्टींग असेल तर ते मनपाने करावयाचे आहे.
- सदर प्रकल्पासाठी निविदा अटि शर्तीनुसार Concessionaire यांनी SPV (Special purpose vehicle) स्थापन करता येणार आहे. त्यामध्ये मुख्य Concessionaire कंपनीचे किमान ५१% भाग भांडवल असणेची अट आहे. Concessionaire यांनी SPV स्थापन केली तर करारनामा SPV बरोबर करावयाचा आहे.
- निविदा भरताना Concessionaire यांनी कमीत कमी वीजबचत कमीत कमी ५५% देणे व बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पात प्रत्येक सहा महिन्यांनी शासकीय अभियांत्रिकी महाविदयालय/ तंत्रनिकेतन/मेडा/शासनमान्य एनर्जी ऑडीटर किंवा एआयसीटीई ॲप्रुव्हड अभियांत्रीकी महाविद्यालय यांपैकी एका संस्थेकडून एनर्जी ऑडीट करणेत येणार आहे.
- प्रस्तावीत साधारण ९२०१४ फिटींग्ज् लावले नंतर अतिरिक्त नव्याने लावावयाच्या स्मार्ट लाईट्स साठी Concessionaire यांनी स्वतंत्रपणे दर सादर केलेले आहेत.
- तसेच अस्तीत्वातील पोलवर असलेल्या सर्व प्रकारच्या फिटींग्ज परत घेणे बाबत Concessionaire यांनी स्वतंत्रपणे दर सादर केलेले आहेत.

सदरचा प्रकल्प PPP तत्वावर असल्यामुळे प्रकल्पाचे Concessionaire मे.टाटा प्रोजक्ट्स यांनी LOA/कार्यादेशाच्या दिनांकापासून १५ दिवसांचे आंत PBG (Performance bank guarantee) पुर्तता करणे बाबत केलेल्या विनंती नुसार व मनपास प्रकल्पाची निकड लक्षात घेता, कामाचा आदेश देऊन निविदा अटी-शर्तीप्रमाणे परफॉरमन्स बँक गॅरंटी (PBG) भरुन करारनामा करणेससाठी १५ दिवसांची मुदत देणेत येईल.

सबब वरील बाबींचे अवलोकन होऊन नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणेसाठी मे.टाटा प्रोजेक्टस् यांचेशी नियमानुसार करारनामा करणेस मंजुरी देण्यांत येत आहे.

ठराव बहूमताने मंजूर.

विद्युत विभाग

विद्युत विभाग
आवक नं. ...०८....
दिनांक- ०६/०३/२०१९
5:00

प्र.नगर सचिव
नाशिक महानगरपालिका

प्र.नगरसचिव,
नाशिक महानगरपालिका,नाशिक

D.F.A.

Df R

work order
~~Letter of Award~~

To,

Mr. Amol Nisal,
Assistant General Manager- Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai- 400076

Subject: - Selection of Tata Projects Limited as Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Ref:

1. Tender no. 2018_NMC_365389_1.
2. Commercial bid Opened on 20th February 2019.

This is with reference to the Request of Proposal (**RFP**) dated 22nd October 2018 invited by Nashik Municipal Corporation Ltd. for "Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and Advertisement Rights on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis" (**Project**) and subsequent corrigenda.

With reference to above, your commercial bid has been accepted by NMC subject to submission of negotiated rates andan undertaking from the authorized signatory as below:

"We will install appropriate wattage luminaires wherever required across the city to achieve the lux level and uniformity as per the RFP requirements. However, the appropriate wattages will be finalized after the survey will be conducted and needs to be approved by the Engineer-In-Charge."

We may award you this Project subject to the detailed terms and conditions as set out in the contract which is to be executed within 15days of the issuance of this LOAor a revised date which is mutually agreed upon by the parties. You are directed to submit the performance security in the form of Performance Bank Guarantee as per the RFP conditions within 15 days of issuance of this LOA.

The LoA shall remain valid till the Contract is executed between the parties. For the avoidance of doubt, NMC, at its sole discretion, shall have the right to withdraw/rescind this LoA.

You are directed to start the ~~preliminary~~ project activities at the earliest.

Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

6/3/201

Subject	**RE: Letter of Award to Tata Projects Limited for Street Lights project in Nashik**
From	Abhishek Das <abhishekdas@tataprojects.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc	Gautam Balakrishnan <gautamb@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, Abhishekjain24 <abhishekjain24@kpmg.com>, shubhamsodhani@kpmg.com <shubhamsodhani@kpmg.com>
Date	2019-03-07 15:07

- MCA Master Details of TP Luminaire.pdf (~244 KB)
- MOA AOA-Final.pdf (~174 KB)
- PAN of TP Luminaire.pdf (~737 KB)
- TAN of TP Luminaire.pdf (~1.2 MB)

Dear Sir,

With reference your mail dated 7th March 2019 we are in receipt of the Letter of Award placed upon Tata Projects Limited for Implementing Smart Street lighting system in Nashik on DBFOMMT basis .

However , with reference to Corrigendum 5 dated 18.01.2019 Annexure A for Formation of SPV , we hereby inform that the SPV has been created which is in line with the RFP conditions .

The details of the SPV - (TP Luminaires Private Limited) , wholly owned subsidiary of Tata Projects Limited are shared as attachment .

The work order and the contract agreement needs to be formalized between NMC and TPLPL

We request you to provide the confirmation for the same

Also as we need to submit the Performance Bank Gurantee before contract signing which will also be provided by TPLPL , kindly confirm the same on urgent basis for further action .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 07 March 2019 11:49
To: Gautam Balakrishnan <gautamb@tataprojects.com>
Cc: Amol Nisal <amolnisal@tataprojects.com>; Abhishek Das <abhishekdas@tataprojects.com>
Subject: Re: Letter of Award to Tata Projects Limited for Street Lights project in Nashik

Dear Mr. Gautam Balkrishnan
Vice President - Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street, Hiranadani Business Park, Powai,
Mumbai- 400076

In continuation with previous mail and further to Tender no. "2018_NMC_365389_1", please find attached herewith scanned version of Letter of Award to Tata Projects Limited for Street Lights project in Nashik titled "2019 03 06 - Letter of Award for Streetlight Project".

Regards
Engineer-in-charge
Electrical Department

. Municipal Corporation

On 2019-03-06 19:47, ee electrical@nmc.gov.in wrote:

> Dear Mr. Gautam Balkrishnan
> Vice President - Smart Cities
> Tata Projects Limited, One Boulevard,
> 2nd, 3rd, 4th floor, Lake Boulevard Street, Hiranadani Business Park,
> Powai,
> Mumbai- 400076
>
> Further to Tender no. "2018_NMC_365389_1", please find attached
> herewith Letter of Award to Tata Projects Limited for Street Lights
> project in Nashik titled "2019 03 06 - Letter of Award for Streetlight
> Project".
>
> Regards
> Engineer-in-charge
> Electrical Department
> Nashik Municipal Corporation

Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender.

Company Master Data

CIN	U45309TG2018PTC128877
Company Name	TP LUMINAIRE PRIVATE LIMITED
ROC Code	RoC-Hyderabad
Registration Number	128877
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	1000000
Paid up Capital(Rs)	100000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	07/12/2018
Registered Address	H NO 1-7-80 TO 87, P.G. ROAD SECUNDERABAD Hyderabad TG 500003 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	bhaskarbs@tataprojects.com
Whether Listed or not	Unlisted
Suspended at stock exchange	-
Date of last AGM	-
Date of Balance Sheet	-
Company Status(for efiling)	Not available for efiling

Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
00263626	GAUTAM BALAKRISHNAN	07/12/2018	-	
08254228	HIMANSHU CHATURVEDI	07/12/2018	-	

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that TP LUMINAIRE PRIVATE LIMITED is incorporated on this Seventh day of December Two thousand eighteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309TG2018PTC128877.

The Permanent Account Number (PAN) of the company is **AAHCT0620M**

The Tax Deduction and Collection Account Number (TAN) of the company is **HYDT09477G**

Given under my hand at Manesar this Tenth day of December Two thousand eighteen .

DS MINISTRY OF CORPORATE AFFAIRS 27

Digital Signature Certificate
Mr Sanjaya Kumar Verma
Deputy Registrar Of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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Mailing Address as per record available in Registrar of Companies office:

TP LUMINAIRE PRIVATE LIMITED
H NO 1-7-80 TO 87,, P.G. ROAD, SECUNDERABAD, Hyderabad,
Telangana, India, 500003

*as issued by the Income Tax Department

INCORPORATED UNDER
THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TP LUMINAIRE PRIVATE LIMITED

I. The Name of the Company is **"TP LUMINAIRE PRIVATE LIMITED"**

II. The Registered Office of the Company will be situated in the **'State of Telangana'**

III. (a) The objects to be pursued by the Company on its incorporation are:—

1. To participate in the Smart City initiatives of the Government of India by undertaking works related to Smart Lighting projects, and for this purposes to bid for, negotiate, accept, undertake and execute works related to Street Lighting at various places including road crossings, pedestrians crossings, footpaths, ramps, walk ways etc. and to act as contractors, whether on turnkey basis or otherwise, for procurement of materials, goods and services and to carry out works of installation, erection and commissioning of various electrical systems, control systems, safety and security systems; and to erect, install and commission lights or signal poles, cabling systems and illuminate streets, traffic signals, signages and other utilities including electricity distribution feeder pillars and such other utilities.

2. To carry on the business as an infrastructure company in core infrastructure sectors in a Smart City such as providers of services for water supply, electricity supply, sanitation, including solid waste management, efficient urban mobility and public transport, cost-effective housing facilities, IT connectivity and digitalization, e-Governance facilities implementation, sustainable environment, safety and security and health and education either on its own or in association with any other person including any central or state government company, body corporate, limited liability partnership, NGOs or in cooperation with any of them in any lawful manner on engineering, procurement and construction (EPC) basis, on turnkey basis, on Build-Own-Operate-Transfer (BOOT) basis or on any other basis including operation and maintenance(O&M) as may be considered advantageous to the Company as contracted under Smart City initiatives of the Central Government, various State Governments, Union Territories, Municipal or Local Authorities, and other Government Departments and to procure, design, engineer, store, transport, develop, construct, run,

repair, maintain, improve, re-engineer, remodel, build, operate and manage roads, bridges, highways, railways, tramways, waterways, water treatment works, effluent treatment works, gas lines, power generation, power supply works, power transmission, public places and other structures, developments, industrial plants and utilities etc.

3. To undertake works and contracts related to city improvement (retrofitting), city renewal (redevelopment) and city extension (Greenfield development) and such other initiatives with application of Smart Solutions throughout India and to undertake works related to beautification of roads, junctions, footpaths and such other public places including by way of fountains, landscaping, flowerbeds, murals, sculptures etc. and to create awareness about road safety practices, traffic discipline and proper use of facilities including safe walkways, barricades etc.

(b) Matters which Are necessary for furtherance of the objects specified in clause 3(a) are:—

1. To carry on all the business permitted by the objects set out in the main objects herein, either directly or indirectly or through a subsidiary, affiliate or associate of the Company.

2. To establish and maintain offices and / or agencies at any place or places in India or other parts of the world for the conduct of the business of the Company or the purchase and sale of goods, merchandise, materials, articles and things required for or dealt in by or at the disposal of the Company.

3. To employ or to depute personnel or otherwise acquire technical experts, engineers, foremen or skilled and unskilled labour for any of the purposes of the Company.

4. To make undertake, encourage, experiment, research, and invent about the business of the Company.

5. To apply for tender, purchase or otherwise acquire, contracts, subcontracts, licenses and concessions for all or any of them and to undertake, execute, carryout, dispose of or otherwise turn to account the same, and to subject all or any contracts from time to time and upon such terms and conditions as may be thought expedient in relation to the business of the Company.

6. To acquire by concession, grant, purchase, license or otherwise either absolutely or conditionally and either alone or jointly with others land, buildings, machinery, plants, utensils, works, conveniences and such other movable and immovable properties of any description and any patents, trademarks, concessions, privileges, brevets, invention, licenses, protections and concessions conferring any exclusive or limited rights to any inventions, information which may seem necessary for any of the objects of the Company and to construct, maintain and alter any building or work, necessary or convenient for the business of the Company and to pay for such land, buildings, works, property or rights or any such other property and rights purchased or acquired by or for the Company by shares, debentures, debenture stock, bonds or such other securities of the Company or otherwise and manage, develop or otherwise dispose of in such manner and for such consideration as may be deemed proper or expedient to attain the main objects of the Company.

7. Subject to the provisions of the Companies Act, 2013 to amalgamate with any other Company having objects altogether or in part similar to those of this Company.

8. To enter into any arrangement with any Government or Authorities Municipal, local or otherwise or any person or company in India or abroad, that may seem conducive to the objects of the company or any of them and to obtain from any such Government, Authority persons or company any rights, privileges, charters, contracts, licenses and concessions including in particular rights in respect of waterways, roads and highways, which the Company may carry out, exercise and comply therewith.

9. To establish or promote or concur or be interested in establishing or promoting any Company or Companies for the purposes of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose whatsoever and to transfer any property of this Company to any such Company which may seem directly or indirectly calculated to benefit the Company.

10. To apply for and obtain any order of Central/State or such other Authority for enabling the Company to carry on any of its objects into effect or for effecting any modifications of the Company's constitution or any other such purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interest.

11. To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-venture, reciprocal concessions or otherwise with any person, or company carrying on or engaged in any business or transaction which this Company is authorized to carry on.

12. To provide for the welfare of employees or ex-employees (including Directors and other officers) of the Company and the wives and families or the dependents and shareholders either by grants of money, pensions, allowances, bonus or in any other manner.

13. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any company, firms or person carrying on business which this Company is authorized to carry on or is possessed of rights suitable for the objects of this Company.

14. To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and to do all such other things as are incidental or as may be conducive to the attainment of the objects or any of them.

15. To promote, form and register, aid in the promotion, formation and registration of any company or companies, subsidiary or otherwise for the purpose of acquiring all or any of the properties, rights and liabilities of this Company and to transfer to any such company any property of this company and to be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures and such other securities of all types in or of any such company, subsidiary or otherwise for all or any of the objects mentioned in this Memorandum of Association and to assist any such company and to undertake the management and secretarial or such other work, duties and business on such terms as may be arranged.

16. To refer, agree to refer any claim, demand, dispute or any other question by or against the Company or in which the Company is interested or concern to arbitration to India or at any place outside India, to observe and to do all acts, deeds, matters and other things to carry out or enforce the awards.

17. To pay out of the funds of the Company all costs, charges and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company and/or the issue of its capital or of raising finance including cost of advertising, printing and stationery, brokerage and commission.

18. To open accounts with any bank or financial institution and to draw make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.

19. Subject to the provisions of the Companies Act, 2013 including the rules and regulations made therein and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money or to receive money as loan, at interest for any of the objects of the company and at such time or times as may be expedient, by promissory notes, bills of exchange, hundies, bills of lading, warrants or such other negotiable instruments of all types or by taking credit in or opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means, as may deem expedient and in particular by the issue of debentures or debenture stock, perpetual or otherwise and in security for any such money so borrowed, raised or received and of any such debentures or debenture stock so issued, to mortgage, pledge or charge the whole or any part of the property and assets of the Company both present and future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided that the Company shall not carry on the business of banking within the meaning of the Banking Regulation Act, 1949.

20. To advance money not immediately required by the Company or give credit to such persons, firms or companies and on such terms with or without security as may seem expedient and in particular to customers of and such others having dealings with the Company and to give guarantees or securities of any such persons, firms, companies as may appear proper or reasonable provided that the Company shall not carry on the business of banking, within the meaning of Banking Regulation Act 1949.

21. To improve alter, manage, develop, exchange, mortgage, enfranchise and dispose of, any part of the land, properties, assets and rights and the resources and undertakings of the Company, in such manner and on such terms as the Company may determine.

22. To remunerate any person or company, for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business, subject to the provisions of the Companies Act, 2013.

23. To undertake and execute any trusts, the undertaking of which may seem desirable, either gratuitously or otherwise, for the attainment of the main objects of the Company.

24. To procure the incorporation, registration or such other recognition of the Company in the Country, State or place outside India and to establish and maintain local registers and branch places of the main business in any part of the world.

25. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising over the internet or any other electronic media and also in print media in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards or organizing exhibitions.

26. The company would obtain approval of the concerned authorities to carry on the objects of the company and the matters which are necessary for furtherance of the objects of the Company as given in this memorandum of association wherever required.

IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

V. The Authorised Share Capital of the Company is 10,00,000/- (Rupees Ten Lakh Only) divided into 100000(One lakh) Equity Shares of Rs.10/-(Rupees Ten Only) each with power to increase or reduce the capital, to divide the shares in the capital for the time being into several clauses and to attach there to respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and the provision of the Companies Act. 2013 and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being, be provided by the regulations of the Company and consolidate or subdivide the shares and issue shares of higher or lower denomination.

VI. We the several persons, whose names, addresses and descriptions are subscribed hereunder, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

SL. No.	Name, Address, Description and Occupation of the Subscribers	No. of Shares taken by each subscribers	Name, Address, Description, Occupation & Signature of Witnesses
1.	Name: Tata Projects Limited Address: Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad Hyderabad Telangana 500003 India Represented by: Name: Bhaskar Subramanya Bandaru S/o Someswara Krishnarao Bandaru Address: A-304, Rock Cliff Thirtha Apartment Dwaraka Nagar Bandlaguda Jagir Near Kali Mandir Chilkur Balaji Hyderabad, Telangana-500086 DOB:20/06/1965 Occupation: Professional	9999 (Nine Thousand Nine Hundred and Ninety Nine Only)	Shalini Deen dayal D/o P.c.Jain 98, Tower Street Secunderabad-500003 Company Secretary M No.3533
2.	Name: Gautam Balakrishnan S/o CN Nair Balakrishnan Address: 701, Rajlaxmi Residency, 15th Road Khar West, Mumbai, Maharashtra,India-400052 DOB:17/02/1978 Occupation: Service	1 (One Only)	
		--- 10000 (Ten Thousand Only) ---	

Date: 07/12/2018
Place:Secunderabad

INCORPORATED UNDER
THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TP LUMINAIRE PRIVATE LIMITED

PRELIMINARY

The Regulations contained in Table "F" of the First Schedule to the Companies Act, 2013, so far as the same are applicable to a Private Company as defined in the Act, shall apply to the Company in the same manner as if all such Regulations of Table "F" are specifically contained in these Articles, except to the extent inconsistent with these Regulations and subject to the modifications herein contained.

INTERPRETATION

I. (1) In these regulations --

(a) "the Act" means the Companies Act, 2013,

(b) "the seal" means the common seal of the company.

(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

The Company shall be a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and the following provisions shall have effect namely:

"Private Company" means a Company having a paid-up share capital as may be prescribed, and which by its articles,-

(i) Restricts the right to transfer its shares

(ii) Limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purposes of this clause, be treated as a single member.

Provided further that-

(A) Persons who are in the employment of the Company and

(B) Persons who having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased, shall not be included in the number of members; and

(iii) Prohibits any invitation to the public to subscribe for any securities of the Company.

Share capital and variation of rights

II. 1. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

2. (*i*) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

(*a*) one certificate for all his shares without payment of any charges; or

(*b*) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(*ii*) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(*iii*) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

3. (*i*) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(*ii*) The provisions of Articles (*2*) and (*3*) shall *mutatis mutandis* apply to debentures of the company.

4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

5 (*i*) The company may exercise the powers of paying commissions conferred by sub-section (*6*) of section 40, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rule made thereunder.

(*ii*) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(*iii*) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (*i*) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(*ii*) To every such separate meeting, the provisions of these regulations relating general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further share ranking *pari passu* therewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

9 . (*i*) The company shall have a first and paramount lien—

(*a*) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(*b*) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to wholly or in part exempt from the provisions of this clause.

(*ii*) The company's lien, if any, on a share shall extend to all dividend bonuses declared from time to time in respect of such shares.

10. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

(*a*) unless a sum in respect of which the lien exists is presently payable; or

(*b*) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (*i*) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(*ii*) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(*iii*) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (*i*) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(*ii*) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

13. (*i*) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call

(*ii*) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(*iii*) A call may be revoked or postponed at the discretion of the Board

14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (*i*) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

(*ii*) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (*i*) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(*ii*) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board—

(*a*) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(*b*) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. ((i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 decline to register—

(*a*) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(*b*) any transfer of shares on which the company has a lien.

21. The Board may decline to recognise any instrument of transfer unless—

(*a*) the instrument of transfer is in the form as prescribed in rules made under sub-section (*1*) of section 56;

(*b*) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(*c*) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transmission of shares

23. (*i*) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a shareholder, shall be the only persons recognized by the company as having any title to his interest in the shares.

(*ii*) Nothing in clause (*i*) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (*i*) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(*a*) to be registered himself as holder of the share; or

(*b*) to make such transfer of the share as the deceased or insolvent member could have made.

(*ii*) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (*i*) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(*ii*) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(*iii*) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have complied with.

Forfeiture of shares

27. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall—

(*a*) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(*b*) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

30. (*i*) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(*ii*) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (*i*) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(*ii*) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

32. (*i*) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(*ii*) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(*iii*) The transferee shall thereupon be registered as the holder of the share; and

(*iv*) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

33. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of capital

34. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

35. Subject to the provisions of section 61, the company may, by ordinary resolution,—

(*a*) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(*b*) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(*c*) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(*d*) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

36. Where shares are converted into stock,—

(*a*) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(*b*) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(*c*) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—

(*a*) its share capital;
(*b*) any capital redemption reserve account; or
(*c*) any share premium account.

Capitalisation of profits

38. (*i*) The company in general meeting may, upon the recommendation of the Board, resolve—

(*a*) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(*b*) that such sum be accordingly set free for distribution in the manner specified in clause (*ii*) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(*ii*) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (*iii*), either in or towards—

(*A*) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(*B*) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(*C*) partly in the way specified in sub-clause (*A*) and partly in that specified in sub-clause (*B*);

(*D*) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(*E*) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

39. (*i*) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(*a*) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(*b*) generally do all acts and things required to give effect thereto.

(*ii*) The Board shall have power—

(*a*) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(*b*) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(*iii*) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.

42. (*i*) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(*ii*) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

43 (*i*) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(*ii*) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

44 . The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

47 . (*i*) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(*ii*) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(*iii*) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(*iv*) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(*a*) on a show of hands, every member present in person shall have one vote; and

(*b*) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

50. (*i*) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(*ii*) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

54. (*i*) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(*ii*) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at

the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

58. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

Names of the First Director:

1. MR. HIMANSHU CHATURVEDI
2. MR. GAUTAM BALAKRISHNAN

59. (*i*) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(*ii*) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(*a*) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(*b*) in connection with the business of the company.

60. The Board may pay all expenses incurred in getting up and registering the company.

61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that (section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.

62. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

64. (*i*) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(*ii*) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

Proceedings of the Board

65. (*i*) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(*ii*) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

66. (*i*) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(*ii*) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

68. (*i*) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(*ii*) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69. (*i*) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(*ii*) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

70. (*i*) A committee may elect a Chairperson of its meetings.

(*ii*) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

78. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

79. (*i*) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.

(*ii*) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

80. (*i*) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(*ii*) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(*iii*) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

82. (*i*) Any dividend, interest or other monies payable in cash in respect of shares maybe paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(*ii*) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

85. No dividend shall bear interest against the company.

Accounts

86. (*i*) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

(*ii*) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

Winding up

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(*i*) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(*ii*) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(*iii*) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

88. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

We the several persons, whose names, addresses and descriptions are subscribed hereunder, are desirous of being formed into a company in accordance with and in pursuance of this Articles of Association.

SL. No.	Name, Address, Description and Occupation of the Subscribers	Name, Address, Description, Occupation & Signature of Witnesses
1.	Name: Tata Projects Limited Address: Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad Hyderabad Telangana 500003 India Represented by: Name: Bhaskar Subramanya Bandaru S/o Someswara Krishnarao Bandaru Address: A-304, Rock Cliff Thirtha Apartment Dwaraka Nagar Bandlaguda Jagir Near Kali Mandir Chilkur Balaji Hyderabad, Telangana- 500086 DOB:20/06/1965 Occupation: Professional	Shalini Deen dayal D/o P.c.Jain 98, Tower Street Secunderabad-500003 Company Secretary M No.3533
2.	Name: Gautam Balakrishnan S/o CN Nair Balakrishnan Address: 701, Rajlaxmi Residency, 15th Road Khar West, Mumbai, Maharashtra,India-400052 DOB:17/02/1978 Occupation: Service	

Date: 07/12/2018
Place: Secunderabad

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

Dec 07, 2018

Ref.No.: 88305017651852/TAN/NEW

TO,
TP LUMINAIRE PRIVATE LIMITED
NO 1-7-80 TO 87,
,
P.G. ROAD
SECUNDERABAD, HYDERABAD-500003
TELANGANA
TEL. NO.:66238412

Sir/Madam,

Sub : Allotment of Tax Deduction Account Number (TAN) as per Income Tax Act,1961

Kindly refer to your application (Form 49B) dated Dec 07, 2018 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation:

HYDT09477G

Please quote the same in all TDS challans,TDS Certificates,TDS returns,Tax Collection at Source(TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collections at Source Account Number under section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, alloted to you earlier.

Income Tax Department

Signature Not Verified

Digitally signed by NSDL e-Governance Infrastructure Ltd
Date: 2018.12.07 23:45:05 GMT+05:30
Reason: NSDL e-TAN Sign
Location: Mumbai

Caution : Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAHCT0620M

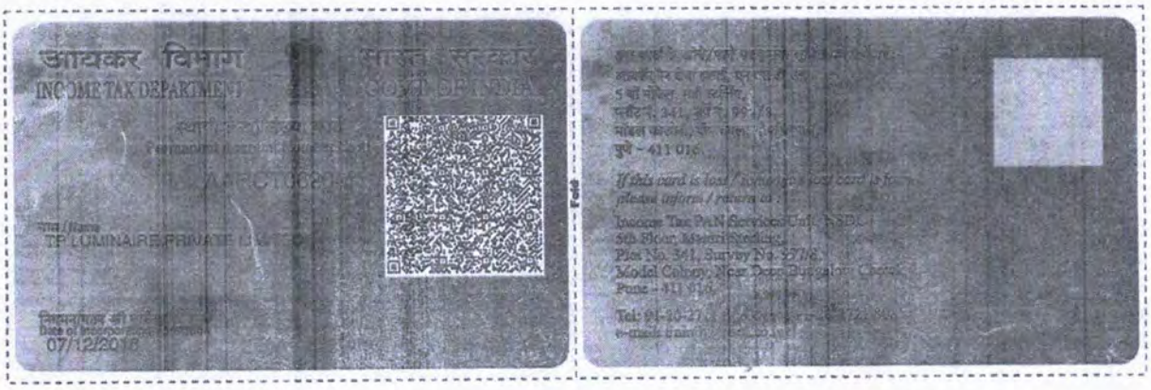
पावती संख्या / Acknowledgement Number	882059101038986
[illegible] / Name	TP LUMINAIRE PRIVATE LIMITED
निगमन/गठन की तारीख Date of Incorporation / Formation	07/12/2018
संचार का पता / Comm. Address	TP LUMINAIRE PRIVATE LIMITED H NO 1-7-80 TO 87, , P.G. ROAD SECUNDERABAD, HYDERABAD TELANGANA - 500003

Signature valid

Digitally signed by [illegible] Tax PAN Services Unit [illegible]DL
eGover[illegible]
Date: 20[illegible]53:53 GMT+05:[illegible]
Reason: NS[illegible]PAN Sign
Location: Mumbai

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
  आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut



आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
AAHCT0620M
नाम / Name
TP LUMINAIRE PRIVATE LIMITED
निगमन/गठन की तारीख
Date of Incorporation / Formation
07/12/2018

[illegible]
पुणे - 411 016
If this card is lost / [illegible] card is found please inform / return to :
Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 277/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.
Tel: 91-20-27[illegible]
e-mail: [illegible]

Nashik Municipal Corporation (NMC)

Name of work: Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and ~~Advertisement Rights on~~ (as per corrigendum 5 dated 18.01.2019) Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

निविदा सूचना क्र. १६ (२०१८-१९)

Date:

EMD Amount: Rs. 85,00,000/-

Tender Fees: Rs. 10,000/- + Rs.90/- + GST (CGST 9%+SGST 9%)

Address:
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

E-mail: ee_electrical@nmc.gov.in/pmc@nashiksmartcity.in

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DISCLAIMER

1 Nashik Municipal Corporation (herein after referred to as NMC) has issued this Request for Proposal (hereinafter referred to as "RFP") Up-gradation, Operation and Maintenance of Street Lights in Nashik in Lieu of Right of Sharing Energy Savings ~~and Advertisement Rights~~**(as per corrigendum 5, dated 18.01.2019)** on Public-Private-Partnership (PPP) basis on such terms and Conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

2 This RFP has been prepared with an intention to invite prospective Applicants/Concessionaires and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Concessionaire(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Concessionaires may require. This RFP document may not be appropriate for all persons, and it is not possible for NMC to consider the investment objectives, financial situation and particular needs of each Concessionaire.

3 NMC has taken due care in preparation of information contained herein. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Concessionaire may require.

4 This RFP is not an agreement by and between NMC and the prospective Concessionaires or any other person. The information contained in this RFP is provided on the basis that it is non– binding on NMC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NMC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Concessionaire is advised to consider the RFP document as per his understanding and capacity. The Concessionaires are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the

RFP document before bidding. Concessionaires are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Concessionaires are also requested to go through the RFP document in detail and bring to notice of NMC any kind of error, misprint, inaccuracies, or omission in the document. NMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NMC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5 No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The Concessionaire shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMC or any other costs incurred in connection with or relating to its Bid.

6 This issue of this RFP does not imply that NMC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Concessionaire for the project and NMC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7 NMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

8 NMC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Concessionaire for participation in the Bidding Process) towards any Applicant or Concessionaire or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9 NMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Concessionaire upon the statement contained in this RFP.

10 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NMC. Such suggestions, after review by NMC, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website www.mahatenders.gov.in.

Place: Nashik

Date:

List of Abbreviations

ABD	Area Based Development
CSLMS	Central Street Lighting Management System
CFL	Compact Fluorescent Lamp
CSR	Common Schedule of Rates
DBFOMMT	Design, Build, Finance, Operate, Maintain , Monetize & Transfer
DPR	Detailed Project Report
EE	Energy Efficient
EIC	Engineer-In-Charge
EMD	Earnest Money Deposit
FTL	Fluorescent Tube Lights
GPRS	General Packet Radio Service
GSM	Global System for Mobile Communication
HPSV	High Pressure Sodium Vapor
INR	Indian Rupees
JV	Joint Venture
LED	Light Emitting Diodes
NMC	Nashik Municipal Corporation
NMSCDCL	Nashik Municipal Smart City Corporation Limited
LOA	Letter of Award
MH	Metal Halide
MoHUA	Ministry of Housing and Urban Affairs
MSEDCL	Maharashtra State Electricity Distribution Company Limited
MOU	Memorandum of Understanding
M&V	Measurement & Verification
NLC	National Lighting Code
OEM	Original Equipment Manufacture
O&M	Operation and Maintenance
RFP	Request for Proposal
SCP	Smart City Proposal
SPV	Special Purpose Vehicle
THD	Total Harmonics Distortion
GST	Goods and Services Tax

Definitions

In this Authorisation Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings ascribed to these words and expressions hereunder:

"Additional Cost" shall mean the additional capital expenditure and / or the additional operating costs or both as the case may be, which the Successful Concessionaire would be required to incur as a result of Change in Law.

~~**"Advertisement Rights" shall mean the rights of the Successful Concessionaire to display messages including pictures relating to and/or promoting products/goods, services, events, persons, etc. and including any feature or scheme relating to such products/goods, services, events, persons, etc. (such messages being hereinafter referred to as "advertisements") on surface areas mounted on street light poles by the Project as specified in this RFP to this Agreement subject to all legal requirements in connection with such advertisements being met. Further, the Advertisement Rights include the right of the Successful Concessionaire to market the availability of these surface areas for the display of advertisements to prospective users (including use of the said surface areas for such marketing) and to recover from the End Users displaying advertisements on these surface areas the charges as may be mutually agreed between the Successful Concessionaire and the End Users in question and further to retain/appropriate the revenues from such charges.~~ **(as per corrigendum 5, dated 18.01.2019)**

"Agreement" shall mean this Authorisation Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Authorisation Agreement or thereafter.

"Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Successful Concessionaire under Applicable Law in connection with the installation, O&M of the Installed Facilities and/or exercise of the Right of Sharing Energy Savings ~~**Advertisement Rights**~~ **(as per corrigendum 5, dated 18.01.2019)** by the Successful Concessionaire during the subsistence of this Agreement.

"Appointed Date" shall mean the date of the signing of this Agreement.

"Approved Design" shall mean the design covering the dimensions, drawings, features, specifications, calculations, technical information, etc. of the Smart LED street lights along with timer on the existing street light poles ~~**and advertisement hoardings**~~ **(as per corrigendum 5, dated 18.01.2019)** covered by the Project, to be submitted by the Successful Concessionaire and duly \approved by NMC with any revisions deemed essential by NMC, in line with the provisions of this Agreement.

"Authorisation Period" shall mean the period commencing from the Appointed Date and extending till the expiry of eighty four months from the Commercial Operations Date, provided however that the last day of the relevant month shall be considered for this purpose.

"Commercial Operations Date (COD)" shall mean the date on which the Project Officer issues the Completion Certificate to the Successful Concessionaire and the date on which the Operation & Maintenance Period would commence.

"Completion Certificate" shall mean the certificate issued by the Project Officer nominated by NMC to the Successful Concessionaire after ensuring that the Installed Facilities have been completed by the Successful Concessionaire as per the Approved Design and can be operated safely.

"Construction Period" shall mean a period of maximum 270 (Two Hundred and Seventy) days from the date of the approval of design till the Scheduled Completion Date or the Commercial Operations Date, whichever is earlier, during which the Successful Concessionaire undertakes the Construction Works.

"Construction Works" shall mean all the works at the Project Site required to be undertaken by the Successful Concessionaire in conformity with the specifications mentioned herein and the Approved Design for the installation and commissioning of LED street lights along with timer on the existing street light poles and O&M of street lights along with all poles, fixtures, fittings and related civil works covered by the Project.

"Emergency" shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Installed Facilities or which poses an immediate threat of material damage to any of the Installed Facilities.

"Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Site.

~~**"End Users"** shall mean any Third Party whom the Successful Concessionaire enters into or has entered into an arrangement allowing them to display advertisements on any part or all of the surfaces covered by the **Advertisement Rights (as per corrigendum 5, dated 18.01.2019)** granted to the Successful Concessionaire as per the provisions of this Agreement.~~

"Successful Concessionaire" shall mean M/s _____ (name of the Successful Concessionaire). ADD PROPER DEFINITION FOR THIS STAGE OF RFP.

"Financial Closure" means the execution of legally binding loan documentation entered into between the Successful Concessionaire and Lenders to mobilize the financial requirements of the Project, if so desired by the Successful Concessionaire.

"Financing Documents" shall mean collectively the documents evidencing the Lenders' commitment to finance the Project.

"Financial Year" shall mean the period commencing from April 1 of any given year and ending on March 31 of the succeeding year.

"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 8 of this Agreement.

"Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, O&M or supervision or monitoring thereof or any of them of a project similar to that of the Project.

"Government Agency" shall mean Government of India (GoI), Government of Maharashtra (GoM), Nashik Municipal Smart City Development Corporation Limited, NMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Installed Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Successful Concessionaire under or pursuant to this Agreement.

"Installed Facilities" shall mean the street lights along with the poles, fixtures, fittings and related civil works as well as the ~~**hoardings for display of advertisements**~~ on street light poles that are to be installed, operated and maintained by the Successful Concessionaire as specifically covered in this Agreement.

"Lenders" shall mean financial institutions, banks, funds or trusts, who provide or re-finance the debt component of the cost of the Project (including guarantees, letters of credit, risk participation facility, take-out facility and other forms of credit enhancement) and includes subscribers to / trustee for the holders of debentures / bonds or other securities issued by the Successful Concessionaire to meet the cost of the Project.

"Letter of Award" shall mean the letter issued by the NMC to the Successful Concessionaire on completion of the evaluation of proposals received in response to the RFP, informing the Successful Concessionaire of NMC's intention to award the Project to the Successful Concessionaire and the necessary steps to be taken by the Successful Concessionaire in that regard.

"O&M" shall mean the O&M of the Installed Facilities by the Successful Concessionaire from the Commercial Operations Date till the expiry of the Authorisation Period.

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the Successful Concessionaire to exercise any of its rights or to perform / discharge any of its duties / obligations under and in accordance with the provisions of this

Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

"Performance Security" shall mean the deposit provided by the Successful Concessionaire as a guarantee for the performance of its obligations and is in accordance with the format in RFP.

"Person" shall mean (unless otherwise specified or required by the context), any individual, company, NMC, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

"Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement addressed to the other Party setting out, inter alia, the underlying Event of Default.

"Project" shall mean the installation and the operation & maintenance of the Installed Facilities for the duration of the Authorization Period by the Successful Concessionaire and all aspects related to such installation and operation & maintenance of in accordance with the provisions of this Agreement.

"Project Officer" shall mean the NMC official appointed for supervision and monitoring the compliance by the Successful Concessionaire with the specifications for the installation and maintenance of the street lights and more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in this Agreement.

"Project Site" shall mean the locations of streetlighting poles in Nashik City.

"Request for Proposal (RFP)" shall mean this Request for Proposal document along with all Annexures, Schedules, Maps, etc. forming part of that document issued by NMC to the interested Concessionaires, as may be amended and modified from time to time before the Proposal Due Date / Bid Submission Date.

"Rupees" or **"Rs."** refers to the lawful currency of the Republic of India.

"Scheduled Completion Date" shall mean Ten Year and nine months from the approval of the design by NMC by which time the Successful Concessionaire is required to complete the installation of Smart LED street lights and operation and maintenance under the scope of this project as per the Approved Design and the provisions of this Project.

"Tax" shall mean and includes all taxes, fees, cesses, levies that may be payable by the Successful Concessionaire under Applicable Law.

"Termination" shall mean early Termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement, whichever is earlier, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

"Third Party" means any person, real or judicial, or entity other than the Parties to this Agreement.

"Third Party Insurance" shall mean liability coverage, purchased by the Successful Concessionaire from an insurer for the protection against the claims of third party, wherein the Successful Concessionaire shall be responsible for its own damages or losses whether caused by itself or the third party.

GLOSSARY

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein:

Application Integrity	Use of software, hardware, and procedural methods to protect applications from external threats.
Application Security	Securing technology and managing the cost of controls and compliance.
Associate	Means, in relation to the Concessionaire, a person who controls, is controlled by, or is under the common control with such Concessionaire. As used in this definition, the expression 'control' means, with respect to a person which is a company or a corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
Bid	As defined in Disclaimer
Bid Validity	180 (One Hundred and Eighty) days from the date of opening of Financial Bid or as extended in terms of this RFP
Bidding Document	Means the RFP and other documents including the Contract Agreement and its annexures to be provided by NMC pursuant to this RFP, as modified, altered, amended and clarified from time to time by NMC
Bidding Process	Means the process prescribed in clause 3.18
Bid Document Fee	Means the non-transferable fee to be paid by the Concessionaires and prescribed in clause 2.2
Concessionaires	Means a Company or a Consortium that has submitted the Bid in response to this RFP. For avoidance of doubt, any reference to the Concessionaire includes its Associate, Holding Company, successors, executors and permitted assigns as the context may require
Bid Due Date	Means the last date for submission of Bid prescribed in clause 2.2
CSLMS	Central Street Light Management System
Company	Means organization(s) incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto

Consortium	Means association of 3 (three) Companies that have entered into an Joint Bidding Agreement as prescribed in Form 10 of this RFP
Concessionaire	Means the 7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey Period: - 30 days Implementation Period : - 8.5 months O&M Period : - 7 Years
Concession Agreement	Means the energy saving performance contract to be entered into between NMC and the Concessionaire
Conflict of Interest	Means as provided in clause 3.21.2 (4) (iii)
Contract	Means the Concession Agreement
Concession Period	**Means the 7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment Survey Period: - 30 days Implementation Period : - 8.5 months O&M Period : - 7 Years (as per Corrigendum 1 dated 11.12.2018)**
Financial Bid	Means the financial quote provided by the Concessionaire in format in Annexure III under Envelope C prescribed in clause 3.18
Financial Capacity	Means as provided in clause 3.21.2 (5) (ii)
Financial Proposal	Means the Financial Bid
Holding Company	Means as provided in Companies Act, 2013
Key Personnel	Means the Personnel prescribed in Form 4
Joint Bidding Agreement	Means the agreement to be submitted in the Bid by the Concessionaire which is a consortium in the format prescribed in Form 10
Lead Concessionaire/ Lead Consortium Member	Means the consortium member who has been designated as such in the Joint Bidding Document
LoA	Means the Letter of Award issued to the Successful Concessionaire
NMC	NMC means Nashik Municipal Corporation

Project	Means the provision, installation, commissioning, Monetization and O&M of Smart LED streetlights in the Pan City area of the city of Nashik
Project Company	Means the new company to be floated by the Successful Concessionaire, in case such Successful Concessionaire is a Consortium
Performance Security	Means as prescribed in clause 31. 1
Scope of Work	Means the services to be provided by Concessionaire as detailed in Section IV
Successful Concessionaire	Means the Concessionaire who is eligible for signing the Concession Agreement in terms of the Bidding Process
Statement of Legal Capacity	Means the statement as prescribed in Form 20
Technical Proposal	Means the documents to be submitted by the Concessionaire in its Bid under Envelope B as prescribed in Clause 3.18
Technical Capacity	Means as provided in clause 3.21.2 (5) (i)

Section: I - Invitation for Proposal

1. Invitation for Proposal

NMC hereby invites Proposals for Provision, Installation, Commissioning, Monetization and O&M of LED streetlights in the Pan City area of Nashik City. Concessionaire/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on *https://mahatenders.gov.in* for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD. Concessionaires who wish to participate in this bidding process must register on *https://mahatenders.gov.in*. *For any type of clarifications, Concessionaires can visit www.mahatenders.gov.in or contact help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844, Email id-support-eproc@nic.in.*

To participate in online bidding process, Concessionaires must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Concessionaires can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode, etc. Concessionaires who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

1. A three-envelope selection procedure shall be adopted as stipulated in Para no.3.19 of this RFP.
2. Concessionaire (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, tender document fees should be deposited in the account details provided in the bid document. And EMD in form of Demand draft/ ~~**Bank guarantee**~~ should be uploaded on mahatenders.
3. NMC will not be responsible for delay in online submission due to any reason. For this, Concessionaires are requested to upload the complete bid proposal, EMD in Demand Draft/ ~~**Bank Guarantee**~~, pay online Tender fee well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
4. Concessionaires are also advised to refer Concessionaires Manual Kit available at *https://mahatenders.gov.in* for further details about the e-tendering process.

Section: II - Key Events and Dates

2. Key Events and Dates

2.1. Dates

#	Information	Details
1	**Date of issue of Bidding Document**	**to be updated**
2	**Last date of receiving the queries**	**to be updated**
3	**Pre-bid meeting**	**to be updated**
4	**Last date (deadline) for submission of bids online (Bid Due Date)**	**to be updated**
5	**Last date for submission of hard copy**	**To be intimated separately to the bidders.**
6	**Date Time and Place of opening of Technical proposals**	**to be updated Nashik Municipal Corporation , Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422001**
7	**Date Time and Place of opening of Financial proposals**	**To be intimated separately to the technically qualified bidders.**

2.2. Other Valuable Information Related to Bid

#	Item	Description
1.	**Earnest Money Deposit (EMD)**	**Rs. 85,00,000/-**
2.	**Tender fees to be paid online**	**Rs. 10000/-+ Rs. 90/- + GST (CGST 9%+SGST 9%)**
3.	**Bid Validity Period**	180(One Hundred and Eighty)days from the date of opening of Financial Bid Or Expressly withdrawn from bidder after 180 days

#	Item	Description
4.	**Last date for furnishing Performance Security to NMC (By successful Concessionaire)**	Within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the LOA issued by NMC.
5.	**Performance Security (Performance Bank Guarantee)**	Rs. 8,25,00,000/- **Clarified as per corrigendum 5 , dated 18.01.2019** ***"The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation then BG needs to be extended Accordingly. Moreover, the PBG for O&M needs to be submitted separately amounting to Rs. 2 Cr. which needs to be extended every year till project duration needs to be extended accordingly 1 month prior to expiry. The PBG renewal charges need to be borne by Concessionaire."***
5.	**Performance Security/Performance Bank Guarantee (PBG) validity period**	Valid till 90 (Ninety) days beyond the contract / authorisation period.
6.	**Last date for signing contract**	As prescribed in the LOA.

Section: III - Instructions to Concessionaires

3. Instructions to Concessionaires

3.1. Background

The NMC is providing municipal services in its jurisdiction catering to a population of about 19 lakh citizens and is desirous of replacing existing energy consuming street lights with more energy efficient Light Emitting Diode (the "LED") bulbs and install smart control and monitoring network, hereafter referred to as the 'Project'. The main objective is to upgrade and rehabilitate Nashik city's existing street light network and provide a new smart infrastructure to achieve substantial reduction in the energy consumption and carbon emission. As part of this endeavor, the NMC intends to select a suitable entity through a competitive bidding process, who would implement the project and undertake its operation and maintenance on Design, Build, Finance, Operate, Monetize, Maintenance and Transfer (the "DBFOMMT") basis for a period of 7 Year with installation period of 9(nine) months. Pursuant thereto, the NMC, has decided to carry out the Bidding Process for selection of the Concessionaire to whom the Project may be awarded. ~~**For monetization, revenue generation can be done through Advertisement rights on pole across Nashik. (as per corrigendum 5, dated 18.01.2019)**~~

The NMC has approved the Project to be developed through private participation on DBFOMMT basis.

3.2. Purpose

NMC is desirous of replacing the existing streetlights/floodlights in Nashik Pan City area with suitable wattage for guaranteed Lux Levels by dimmable LED streetlights/floodlights in line with the specifications as provided in the Bidding Document. ~~**Project also includes Monetization through advertisement revenue**~~ **(as per corrigendum 5, dated 18.01.2019)**. This document provides information to enable the Concessionaires to understand the broad requirements to submit their bids.

3.3. Cost of RFP

Prior to submitting the Bids, the Concessionaires shall pay Bid Document Fee using available net banking option/ credit card/ debit card on e-procurement portal of Govt. of Maharashtra i.e. https://mahatender.gov.in. The Concessionaires are advised to make online payment at least three days prior to Bid Due Date to avoid any banking transfer delays. The receipt towards payment shall be uploaded during the online submission of Bid document. It is clarified that the Bid Document Fee is non-refundable.

3.4. Change in Ownership

By submitting the Bid, the Concessionaire shall be deemed to have acknowledged and agreed that in the event of a change in control of the Concessionaire itself or an Associate whose Technical Capacity or the Holding Company whose Financial Capacity was taken into consideration for the purposes of Short Listing and Qualification under and in accordance with this RFP, the Concessionaire shall be deemed to have knowledge of the same and shall be required to inform the NMC along with all relevant particulars about the same. NMC may, in its sole discretion, approve the same or disqualify the Concessionaire or withdraw the LOA from the Selected Concessionaire, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to financial close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the NMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the NMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the NMC under the Bid Documents and/ or the Concession Agreement or otherwise.

3.5. Transfer of RFP

The Bidding Document is not transferable to any other Concessionaire. The Concessionaire who purchases the document and submits the Bid shall be the same.

3.6. Consortium

The Concessionaires are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members **cannot exceed three**, including the Lead Member.
2. Only the Lead Member will submit the Proposal and sign the Contract with NMC
3. No bidder can be a part of more than one bid. The partners of a Consortium are not allowed to bid individually or as part of another consortium.
4. In case of a Consortium Bid, the Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating the segregation of scope of work of each member. Such Agreement should be prepared

on non-judicial stamp paper of Rs. 100 and is required to be submitted along with the Technical Proposal.

5. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.
6. Each Consortium member shall execute and submit along with the Technical Proposal, Authority Letter in favor of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
7. The Consortium Agreement shall provide at least the following information in respect of the Consortium members that the Concessionaire will engage to provide any of the services required under this RFP.
    a. Brief description of nature of products/services to be provided by Consortium member;
    b. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
    c. Date, form and state of incorporation of each Consortium member;
    d. Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP);
    e. Company Principals (Name, title and business address); and,
    f. Current or prior successful partnerships with proposed Consortium member including Client reference (Contact name, phone number, dates when services were performed).
8. The Consortium Agreement concluded by the Lead Member and Consortium member(s) should also be addressed to NMC clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Member.
9. Change in members of the Consortium of the successful Concessionaire anytime during the Contract will be allowed only with prior approval of NMC.

10. The Lead Member shall be solely liable to and responsible for all obligations towards NMC for performance of works/services including that of its partners/associates under the contract.

3.7. Completeness of Response

I. Concessionaires are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

II. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Concessionaire's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD and therefore.

3.8. Proposal Preparation Costs

I. The Concessionaire shall submit the bid at its cost and, NMC shall not be held responsible for any cost incurred by the Concessionaire. Submission of a bid does not entitle the Concessionaire to claim any cost and rights over NMC and NMC shall be at liberty to cancel any or all bids without giving any notice.

II. All materials submitted by the Concessionaire shall be the absolute property of NMC and no copyright /patent etc. shall be entertained by NMC.

3.9. Concessionaire Inquiries

Concessionaire shall send in their queries by email to **ee_electrical@nmc.gov.in /pmc@nashiksmartcity.in** . The response to the queries will be published ***https://mahatenders.gov.in***. No telephonic queries will be entertained. This response of NMC shall become integral part of RFP document.

NMC shall endeavor to respond to the questions raised or clarifications sought by the Concessionaires. However, NMC reserves the right not to respond to any question or provide any clarification, in its sole discretion and is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.10. Amendment of RFP Document

I. All the amendments made in the document would be published at ***https://mahatenders.gov.in*** website and shall be integral part of RFP and the bidding document.

II. The Concessionaires are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The NMC

also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

3.11. Supplemental Information to the RFP

If NMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum or Addendum issued shall be deemed to be incorporated by this reference into this RFP.

3.12. NMC's right to terminate the process

NMC may terminate the RFP process at any time and without assigning any reason. NMC reserves the right to amend/edit/add delete any clause of this Bid Document. However, any such amendment/editing/addition/deletion of any para/clause would be published at **https://mahatenders/gov.in**

3.13. Earnest Money Deposit (EMD)

For Earnest Money deposit (EMD) submission shall be in form of Demand Draft/ Bank Guarantee payable at Nashik as per Tender format in favour of NMC against EMD should be uploaded on website with tender documents. Original Copy of EMD Demand Draft/ ~~**Bank guarantee**~~ must be SUBMITTED IN Envelope on or before due date and time of Tender at office of Executive Engineer, Electrical Department, NMC, Nashik.

Any Bid not accompanied with EMD in form of Demand Draft/ ~~**bank guarantee**~~ shall be rejected.

EMD in form of Demand draft/ Bank guarantee should be drawn in favour of "Nashik Municipal Corporation" payable at Nashik from a Nationalised Bank located in India in the format as per Tender Annexure – II. In case of Joint venture lead partner may submit the EMD BG.

Bidder must upload scanned copy of Cash receipt of e-Tender processing fee & Bank guarantee towards EMD along-with the offer. Otherwise offer will be treated as irresponsive.

I. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Concessionaire on the amount of the EMD.
II. Bids submitted without adequate EMD will be rejected.
III. Unsuccessful Concessionaire's EMD shall be returned within 60 days from the date of opening of the financial bid.
IV. EMD of Successful Concessionaire will be returned after the award of contract and submission of the performance Security within specified time and in accordance with the format given in the RFP.
V. EMD shall be non-transferable.
VI. The EMD may be forfeited:

a) If a Concessionaire withdraws its bid or revises/ increases its quoted prices during the period of bid validity or its extended period, if any.
b) If Successful Concessionaire fails to sign the Contract or to furnish Performance Security within specified time in accordance with the format given in the RFP.
c) If during the bid process, a Concessionaire indulges in deliberate act that would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the NMC regarding forfeiture of the Bid Security shall be final and binding upon Concessionaires.

3.14. Language of Bids

This Bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi/Marathi, translation of the same in English language is to be duly attested by the Concessionaire and summited in the Bid, and English translation shall be validated at NMC's discretion.

3.15. Patent Claim

In the event of any claim asserted by a third party for infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the successful Concessionaire shall expeditiously close such claim. If the Concessionaire fails to comply and NMC is required to pay compensation to a third party resulting from such infringement, the Concessionaire shall be responsible for such compensation, including all expenses, court costs and lawyer fees. NMC shall give notice to the successful Concessionaire of any such claim and recover it from the Concessionaire.

3.16. Contact Details

For any clarifications & communication with reference to the RFP documents, the Concessionaires are expected to communicate at the contact information provided below:

Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001
Email Id: **ee_electrical@nmc.gov.in / pmc@nashiksmartcity.in**
Phone: 0253-2222439

3.17. Pre-Bid queries on RFP

Concessionaire shall send in their pre-bid queries as prescribed in the format specified in section VI of this RFP to the contact address at which the bids are to

be submitted as well as the email id mentioned in section 3.16 of this RFP. The response to the queries will be published on www.maharashtra.gov.in No telephonic queries will be entertained.

3.18. Number of Bids

The Concessionaire is eligible to submit only one Bid for the Project. In case of multiple Bids by a Concessionaire either as sole Concessionaire or as a member of Consortium all such Bids shall be rejected and their EMD shall stand forfeited.

3.19. Site visit and the verification of information

The Concessionaires are encouraged to submit their respective Bids after visiting the site, and ascertaining for themselves the Site conditions, the quality and quantity of light (lux level) requirement, site surroundings for compliance of environment protection, availability of power, and other utilities for construction, availability and access to site, handling and storage of materials, seismic data, soil testing, applicable laws and regulations, labor laws, local bye-laws and any other matter considered relevant by them which will affect the outcome of the Project.

It shall be deemed that by submitting the Bid, the Concessionaire has:

a. made a complete and careful examination of the Bidding Document;
b. received all relevant information requested from the NMC ;
c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NMC relating to any of the matters referred above; and
d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

The NMC shall not be liable for any omission, mistake or error on the part of the Concessionaire in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NMC. It is the sole responsibility of the Concessionaire to ascertain the accuracy of the data provided by NMC.

3.20. Bid Submission Format

The Bids shall be submitted strictly as per the format specified in this Request for Proposal. The Bids in deviation from the prescribed format are liable for rejection.

3.21. Submission of Bids

The Bids submitted by the Concessionaire shall comprise of the following 3 (three) envelopes. A 3 (Three) envelope/ cover system shall be followed for the bid –

a) Tender Fee, EMD and Pre-qualification criteria
b) Technical bid and Demonstration
c) Financial bid

The Bid shall include the following documents: -

#	Documents Type	Document Format
Tender Fee, EMD Detail & Pre-Qualification- Envelope –A		
1.	Tender Fee	Scanned copy of Tender Fee payment receipt
2.	EMD	Scanned copy of EMD in form of Demand Draft~~/ bank Guarantee~~
3.	Pre-qualification	As per the format mentioned against the respective eligibility criteria clause.
Technical Qualification Documents and Demonstration- Envelope –B		
4.	Technical Bid and Demonstration	As per the format mentioned against the respective eligibility criteria clause
Financial Bid – Envelope –C		
5.	Financial Bid	As per the format mentioned

The Concessionaire should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid proposal submitted by the Concessionaire.

The Bids shall be submitted in three Envelope.

Envelope –A: Tender Fee, EMD Detail and Pre-qualification criteria

The Envelope A shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. ***The bids not received online will be rejected.*** If there are any discrepancies, online bid will prevail. The physical signed Envelope A shall be marked as "ORIGINAL".

Envelope A will contain:

a. EMD in form of Demand draft ~~/ Bank Guarantee~~.
b. Copy of Tender Fee receipt
c. Signed copy of this RFP.
d. The Bid will have to be signed and submitted by the proper authorized person as appointed by the Concessionaire.

e. Bid in the prescribed format (Annexure-I) along with Annexes and supporting documents;

f. Power of Attorney for signing the Bid as per the format at Form-3A;

g. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Form-3B;

h. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Form 10;

i. Copies of Concessionaire's duly audited balance sheet and profit and loss account for the preceding 3 (three) years, I.e. 2016-17, 2015-16, 2014-15.

j. Duly certified CA Certificates for Average Annual Net worth and Net Cash Accrual for the last 3 (three) Financial Years as per the format at Form 9.

k. Declaration duly signed by signatory of the Concessionaire in the official letterhead stating that Concessionaire has understood the scope of work and site conditions and carried out necessary site visits and completely comprehended the geographical aspects, works, land use as pacts and all normal and specific quality, safety, health and environment requirement and has sufficient resources such as qualified and experienced man power, material land equipment/instruments to carry out the scope of work.

Envelope –B: **Technical Bid and Demonstration shall be superscripted as:** The Technical Bid shall be submitted in physical form in original in one copy and another in PDF format shall be uploaded on **www.mahatenders.gov.in** duly digitally signed. The bids not received online will be rejected. If there are any discrepancies between online submission and hard copy submission, online bid will prevail. Technical bid shall contain following documents:

1. Guaranteed technical particulars of LED street lights and accessories as per Section V of this document.
2. The Concessionaire shall submit the following documents/ technical details for technical evaluation:
    a. Technical Catalogue of Product.
    b. LM79 Measurement Report for the luminaries tested in NABL & BIS certified laboratory for testing of Luminaries.
    c. LM80 Report for the LEDs used (supplied by LED manufacturer).
3. Compliance Forms as per the format in Annexure II.

Note: Demonstration will be part of the technical evaluation. However, no documents need to be submitted in this envelope for the demonstration purpose. The evaluation sheet will be shared with the Concessionaire during the time of demonstration.

Envelope –C: FINANCIAL BID

The Financial Bid shall be submitted **online only**.

1. Financial bid shall contain only the duly filled in final financial bid format as in Annexure III duly signed and stamped by authorized signatory and covering letter duly signed by the authorized signatory and stamped on the letter head of the Concessionaire and it should be uploaded online only.

2. The Concessionaire has to quote guaranteed energy saving in percentage terms (minimum **55% (as per Corrigendum 1 dated 11.12.2018))** along with the percentage revenue share offered to NMC (minimum 5%) out of the total revenue earned by the Concessionaire from energy saving under this project.

All taxes, charges, levies, duties, advertisement tax (as per corrigendum 5, dated 18.01.2019) etc. shall be borne by the Concessionaire till the completion of the Project.

(as per Corrigendum 5 dated 18.01.2019,clarification was provided that, "The revenue shared with NMC should be exclusive of GST component. Bidder and NMC to pay the GST Component of their shared revenue, separately, to the Tax authorities)

3.22. Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Concessionaire fails to meet the bidding requirements as indicated in this RFP:

i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
ii. During validity of the Proposal, or its extended period, if any, the Concessionaire increases their quoted prices.
iii. The Concessionaire qualifies the Proposal with their own conditions.
iv. Proposal is received incomplete.
v. Proposal is received after due date and time.
vi. Proposal is not accompanied by the EMD.
vii. If the Concessionaire provides quotation only for a part of the Project.
viii. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage)
ix. Financial Proposal is enclosed with the Technical Proposal.
x. Concessionaire tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
xi. In case anyone Concessionaire submits multiple proposals or if common interests are found in two or more Concessionaires, the Concessionaires are likely to be disqualified, unless additional Proposals/Concessionaires are withdrawn upon notice immediately.

xii. Concessionaire fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NMC.

xiii. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Bids.

xiv. While evaluating the Proposals, if it comes to the NMC's knowledge expressly or implied, that some Concessionaires may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Concessionaires so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the NMC.

xv. If the Bid Security Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the Financial aspects of the Bid

xvi. Concessionaire doesn't agree to the Terms and Conditions stipulated in the RFP or the Draft / Signed Contract Agreement.

3.23. Bid Opening

I. Envelope A containing EMD, Tender Fee and Pre-Qualification shall be opened initially in the presence of Concessionaires.

II. Envelope B containing the Technical Proposal shall be opened of only those Concessionaires who qualify in the Envelope A.

III. Envelope C containing the Financial Proposal shall be opened of only those Concessionaires who qualify in the Envelope A & B and will remain unopened until the time of opening of the Financial Proposals.

IV. At the end of the evaluation of the Envelope A- Pre-qualification and Envelope B Technical Proposals, NMC shall invite Concessionaires who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NMC to qualified Concessionaires.

3.24. Evaluation Process

3.24.1. Bid Evaluation Committee

I. NMC's Bid Evaluation Committee that shall oversee the bid evaluation process and submit its recommendation to Competent Authority whose decision shall be final and binding upon the Concessionaires is as follows:

a. Additional Commissioner, NMC

b. CEO, NMSCDCL

c. Chief Account and Finance Officer(CAFO),NMC

d. Chief Auditor, NMC

e. H.O.D. Electrical Department, NMC

3.24.2. Process of Evaluation

II. Concessionaires who qualify in Envelope 'A' shall be considered for further Technical evaluation and demonstration.

III. Concessionaire shall be evaluated for Envelope A as per EMD, Tender Fee and prequalification criteria mentioned above at 3.23. The Concessionaires who fulfil all the prequalification criteria in Envelope A, would be evaluated as per Technical Bid scrutiny and demonstration as mentioned in Envelope B.

IV. Concessionaires who qualify in Envelope B will be eligible for opening of Envelope C. Amongst the Concessionaires who are considered for financial evaluation, the Concessionaire quoting the highest offer for revenue sharing as per the financial format in Annexure II with the NMC will be awarded the work.

V. Revenue sharing and NMC energy bill deposit will be start after the implementation period.

VI. The Competent Authority reserves the right to accept or reject any or all bids without giving any reasons thereof.

3.24.3. Pre-Qualification Criteria

Incorporation:

The Concessionaire or if it's a consortium, All the members of the Consortium shall be registered under Indian Companies Act, 1956 or 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and **Lead Bidder (as per corrigendum 1 dated 11.12.2018)** should have been in existence for minimum of 5 years from the last date of submission of the bid. Certificate of incorporation or registration of the organization to be provided. The Concessionaire / Lead Concessionaire or if it's a consortium, All the members of the Consortium should have PAN, TAN certificates and GST registration.

Technical Capacity:

The Concessionaire shall demonstrate in past 5 financial years as on Bid Due Date the following technical capacity:

i. **The Concessionaire (The Lead bidder in case of Consortium) must have at least 100 human resources as on last date of bid submission. A certificate from the head of HR Department is to be submitted in this regard.**

Clarification was provided as per Corrigendum 5 dated 18.01.2019, *"This is to clarify that 100 human resource includes payroll/contractual staff Or any other mode of engagement deemed fit by your organization."*

ii. The Concessionaire (The lead bidder or any member of the consortium) should have experience of at least
   i. One project which involved 10,000 nos. or
   ii. Two projects which involved 5,000 nos. each or
   iii. Three projects which involved 4,000 nos. each

   LED Fixture Installation with any State / Central Govt. organization/ private organization in last 5 years from the last date of submission of bid in India **or global level (international experience) as per Corrigendum 1 dated 11.12.2018**

iii. The Concessionaire (The lead bidder or any member of the consortium) will have to produce successful commissioning certificate and Successful energy saving performance from any Government Authority for at least one existing project of smart street LED lighting. Client Certificate along with Copies of work orders or completion certificate received from the client(s) to be provided

iv. The Concessionaire or if it's a consortium, all members of consortium should not have been blacklisted/ debarred/ terminated by any of the Central/State Government Department/Board/PSUs/Municipal Corporations for fraudulent or corrupt practices as on the date of the submission of the bid.

Financial Capacity:

i. The Concessionaire (Lead member in case of Consortium) should have average **annual turnover of Rs. ~~150~~ 100 Crore (as per Corrigendum no 5 dated 18.01.2019) (Also clarified in corrigendum 3 dated 21.12.2018, that, *"Turnover of only bidding entity is considered and not of its subsidiary or parent"* i**n the last 3 financial years 2014-15, 2015-16 and 2016-17, Supporting documents, Financials statements duly certified by Auditor / Chartered Accountant should be submitted.

ii. The Concessionaire (Lead member in case of Consortium) shall have a minimum average net worth of Rs. 20 Crore (Rupees Twenty Crore) as on 31st March, 2017, duly certified by Auditor / Chartered Accountant
   The net worth will be calculated as:
   Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)

3.24.4. Envelope B: Technical Evaluation and Demonstration

Each Proposal which qualifies in Envelope A shall be scrutinized further technically for checking whether the offered hardware meets the RFP requirements along with technical specification of the product. In case, the bid is found technically responsive then the Concessionaire will be called for demonstration and the Concessionaires successful in the demonstration will qualify for further evaluation of Envelope C (Financial Bid). In case in NMC 's opinion if there is a material deviation from the RFP requirement, it will treat the bid as non-responsive and may disqualify the Concessionaire. The Envelope C of such disqualified Concessionaire shall not be opened. NMC reserves the right to decide whether the deviation is material or not.

Demonstration and Technical Bid:

i. The Concessionaire has to demonstrate successful operation of the offered LED street light solution as indicated below, failing which the Concessionaire shall be rejected. (Conditions to be defined for rejection like Lux levels, watt loss or non—operation of lights within one week, or individual light control, scheduling or dimming criteria not working)

ii. The Concessionaires are required to demonstrate their products for site testing and verification by a committee of NMC to demonstrate physically that the offered product meets the technical specification.

iii. For 90 Watt and above fixture's proof of concept to be shown with minimum **6 fixtures** on existing street light poles of the street light segment at locations as directed by the NMC Committee with the individual on-off/dimming/ individual data points (On/Off/Fault) addressing controlled LED Street light fixtures

iv. For 90 Watt below Smart LED fixture's proof of concept to be shown with minimum **3 fixtures** of each wattage on existing street light poles of the street light segment at locations as directed by the NMC Committee with the feeder panel level group on-off with optional dimming and individual data points (On/Off/Fault) addressing controlled LED Street light fixtures.

v. The proposed proof of concept of smart led to be on the basis of the demonstration, Lux Level measurements and watt loss of the installed fixtures will be checked and verified which will be documented by NMC Committee.

vi. Following use cases to be show in the Proof of Concept:-

Sr. No.	Use Cases
1	Minimum 6 no. of Smart LED fixture of each 90 Watt and above fixtures to be demonstrate.
2	90 Watt and above Smart LED street light with Individual On-Off via CSLSM

Sr. No.	Use Cases
3	90 Watt and above Smart LED street light with Individual Dimming via CSLSM
4	90 Watt and above Smart LED street light with Individual Addressing via CSLSM
5	Minimum 3 no. of each wattage of fixtures below 90 Watt to be demonstrate
6	90 Watt below smart LED group on-off at feeder panel level via CSLSM
7	90 Watt below smart LED group/ individual dimming on-off via feeder panel (OPTIONAL) via CSLSM
8	90 Watt below smart LED group/ Individual data point (On/Off/Fault and voltage, current, wattage and Power Factor per phase) addressing via feeder panel via CSLSM. To identify the working of fixtures via feeder panel.
9	GIS Mapping of each fixtures on City Map
10	Web portal of CSLSM
11	Reports

vii. No repeat observations / demos will be required to be done after the joint demonstration (with Concessionaire and NMC). The Lux Level measurements will be done as per the standards given in RFP. Third Party inspection will be done by MEDA/Government college/ Third Party as per decision by NMC

viii. The venue and time of testing shall be communicated after opening of Technical Bid.

ix. The Concessionaire has to report to the Engineer-in-Charge for testing along with the required products and instruments at least one 1 (day) before the commencement of the testing so that necessary arrangements for replacement of existing fixtures and installations for the testing and demonstration can be taken up.

x. NMC or third party (appointed by NMC) will provide required measurement devices for the measurement of different parameters like total consumption including watt loss and Lux Levels.

xi. The Concessionaires who fail to report for the testing with their products and instruments as specified shall be rejected.

xii. The offers of the Concessionaire whose product fail to work satisfactorily during the testing shall also be rejected.

xiii. The offers of Concessionaires whose products do not conform to the specifications during the onsite testing shall be out rightly rejected.

xiv. No cost for the demonstration shall be borne by NMC. NMC shall also not be held responsible for accident or for any damage or failure of the

products or instruments during the demonstration. Adequate safety arrangements need to be made by the Concessionaire for safety of human being and equipment.



3.24.5. Envelope C: Financial Bid Evaluation

NMC will evaluate Financial Proposals of all the qualified Concessionaires of Envelope B. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

S no.	Particulars	Bid Quote
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of* ***55%*** **(as per Corrigendum 1 dated 11.12.2018)** *(In percentage)*	A
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	B
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**A*B*Unit Rate*Baseline Consumption**
	Note	
	Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving.	

Details of Energy saving from individual pillar will be amicably decided as follows.

1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification.

2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage.

3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee)

4) The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.

5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"

3.24.6. Signing of Contract

The successful Concessionaire shall enter into Concession agreement with NMC within the time frame mentioned in the LoA.

Once the LOA has been issued in favour of the selected Bidder, the selected Bidder may require to form an appropriate Special Purpose Vehicle, in form of a Company under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project.
In case the Selected Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
a. The lead bidder shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV for period of 5 years from the date of formation of SPV. The lead bidder shall hold minimum 26% of equity till the completion of project.
b. The shareholder agreement should be submitted along with roles & responsibilities of each member.
(As per corrigendum 5 dated 18.01.2019)

3.25. Fraud and Corrupt Practice

1 The Concessionaires and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the NMC shall reject a Bid without being liable in any manner whatsoever to the Concessionaire if it determines that the Concessionaire has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2 Without prejudice to the rights of the NMC, if a Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Concessionaire shall not be eligible to participate in any tender or RFP issued by the during a period of 3 (three) years from the date such Concessionaire is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3 For the purposes, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **corrupt practice** means

i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of

employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

ii. engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NMC in relation to any matter concerning the Project;

b) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) **undesirable practice** means

i. establishing contact with any person connected with or employed or engaged by the NMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

ii. having a Conflict of Interest;

e) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Concessionaires with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.26. Supplementary Information/Corrigendum/Amendment to the RFP

1 At any time prior to the deadline (or as extended by NMC) for submission of bids, NMC for any reason, whether at its own initiative or in response to clarifications requested by the Concessionaire may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by NMC would be displayed on www.mahatenders.gov.in, any such supplement /

corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.

2 Any such supplement / corrigendum / amendment will be binding on all the Concessionaires. NMC will not be responsible for any misinterpretation of the provisions of this Tender document on account of the Concessionaires failure to update the Bid documents based on changes announced through the website.

3.27. Right to termination

NMC may terminate the RFP process at any time and without assigning any reason. NMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NMC. The Concessionaire's participation in this process may result in NMC selecting the Concessionaire to engage towards execution of the contract.

3.28. Interlineation of bids

The Bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

3.29. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

3.30. Acknowledgement of understanding

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

3.31. Miscellaneous

1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nashik, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

2 The NMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Concessionaire in order to receive clarification or further information;

c) Qualify or disqualify any Concessionaire and/ or to consult with any Concessionaire in order to receive clarification or further information;

d) retain any information and/ or evidence submitted to the NMC by, on behalf of, and/ or in relation to any Concessionaire; and/ or

e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Concessionaire.

3 It shall be deemed that by submitting the Bid, the Concessionaire agrees and releases the NMC, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

4 The Concessionaire shall acquaint itself with the work and working conditions at site and locality. No claim shall be entertained on this issue after the offer has been submitted.

5 The cost of preparing the Bid including a visit to the site or office etc. will not be reimbursed as a direct cost of the assignment and NMC is not bound to accept any of the Bids submitted.

6 Any accessories/items which may not have been mentioned in the specification but are required for satisfactory commissioning of the work shall be deemed to be included in the Contract and shall be provided by the Concessionaire without extra charges later on.

7 The Concessionaires may visit the target street light segment to estimate the work before submitting their bids at their own cost.

8 NMC reserves the right to order the final quantity.

The pages of documents, technical specifications, bids, supporting documents etc. shall be duly signed by the authorized signatory and company seal should be affixed or each page. All pages should be properly numbered and tagged or bound to avoid loss of information during processing of documents. Any part of which is not specifically signed by the authorized signatory and not affixed with company seal shall not be considered for the purpose of evaluation.

Section: IV – Scope of Work

4. Scope of Work

Background

Electric streetlights are essential elements of a city environment and services. They affect residents' sense of safety while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, these existing outdoor lights consume good amount of energy. Therefore, following are desired in designing and implementation of street lightings:

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Add intelligent IT innovations to transportation, civic utilities, public safety without adding significantly more physical infrastructure;
- Real-time data communications with low latency to improve safety and security.

4.1. Scope of work

Design, Finance, Supply, Installation, Testing, Commissioning, Monetization, Maintenance of below systems and services for 7 Years 9 months with minimum guarantee energy savings of **55% (as per Corrigendum 1 dated 11.12.2018). On demand of the concessionaire the concession period will be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration (as per corrigendum 5 dated 18.01.2019)**

The Pan City of Nashik, has approximately 80685 street light poles and about 92014 fixtures on these existing street light poles. The Concessionaire is required to dismantle the existing light fixtures, feeder panel and handover to Electrical Department, Nashik Municipal Corporation at a specified location within Nashik City & replace them with new smart LED lights.

4.1.1. Survey:

1 The Concessionaire to carry out survey of all the roads in PAN City area where the new LED Light Fixtures are to be installed.

2 Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement.

3 **Concessionaire needs to submit a detailed report of survey and design to NMC.(Within 30 days). (as per corrigendum 1 dated 11.12.2018)**

4.1.2. Replacement:

1 The Concessionaire has to replace all the existing conventional and non-conventional light fittings as mentioned below with new smart LED luminaries having following features
   - 90 watt and above fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)
   - 90 watt below fixtures should have group on-off control and group dimming. Individual dimming and group/individual addressing is optional.

2 The LED luminaries shall have the maximum coverage area on ground. The Concessionaire shall get approval for a sample of the replacement LED luminaries from NMC before procurement/ implementation of the project work in this regard.

4.1.3. Implementation

1 The total comprehensive warranty for these new LED lights is for throughout the Project duration of 7 Years and installation period 9 months from the date of GO-Live. During this period, the Concessionaire has to provide the replacement of all defective LED luminaries and other equipment's related to LED fittings of all types installed.

2 The Concessionaire shall replace the defective LED luminaries, feeder panel and its supporting accessories throughout the project duration.

3 For maintenance of the LED luminaires & CSLMS components, the Concessionaire shall depute their technical staff / engineers in order to avoid any dispute or mishandling of any item by NMC staff. The complete responsibility of making them operational will be of the Concessionaire.

4 The communication connectivity between CSLMS components and CSLMS software for managing and monitoring of LED luminaires shall be borne and maintained by the Concessionaire throughout the Project duration.

5 Concessionaire will have to install same quantity of LED luminaires after replacement of the following existing luminaires:

#	Wattage	Count
1	Sodium Vapor 70 W	28056
2	Sodium Vapor 150 W	28731
3	Sodium Vapor 250 W	8841
4	Sodium Vapor 400 W	1817

#	Wattage	Count
5	T5 96W	8010
	Total	**75455**

#	LED Fixtures(Wattage)	Count
1	45 W	**3522 (as per corrigendum 3, dated 21.12.2018)**
2	60 W	**9481 (as per corrigendum 3, dated 21.12.2018)**
3	90 W	2976
4	120 W	580
	Total	**16559**

6 The total number of luminaires to be replaced under the project may vary by ±10% before the completion of implementation.

7 The Concessionaire shall also operate and maintain all Switch points/ feeder panels.

8 The Concessionaire need to convert minimum 20 regular pole into multi utility pole having Emergency Call Box (ECB), Public Addressing System (PAS) and Environmental Sensor.

4.1.4. Procure, supply Install, commission, integrate and maintain CSLMS solution for 7 Years 9 months:

1 The Concessionaire has to supply CSLMS software and Integrate CSLMS software with Nashik Smart City Operation Centre.

2 The Concessionaire shall host the CSLMS software on cloud environment. NMSCDCL is floating a RFP for setting up of Smart City Operation Centre (SCOC) along with Data Centre. In future, the Concessionaire shall be responsible to migrate, integrate the CSLMS software to the Smart City Operations Centre (SCOC) from the cloud environment.

3 Concessionaire needs to provide access to backend data and system of CSLMS to NMC.

4.2. Guaranteed savings:

The minimum guaranteed energy savings, with the installation of LED street lights, should be **55% (as per Corrigendum 1 dated 11.12.2018)** of monthly baseline energy consumption under concessionaire for the next 7 Years 9 months. Baseline energy consumption is based on both Conventional and non-conventional street lights as per present status.

4.3. Monetization Through Advertisement

1 The Successful Concessionaire shall also install, operate and maintain advertisement flex (Regular and digital) under this project. As per an initial assessment, 10000 street light poles on major roads are considered for computation of minimum guaranteed advertisement revenue under the project with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum dimension of 2 feet in length / height and 3 feet in width which shall be mounted on street light poles as per the applicable rules / regulations / laws / policies / acts, etc.

2 The Successful Concessionaire shall be free to charge the end users for advertising street light poles subject to applicable law and collect/appropriate such revenues during the authorisation period and shall pay the municipal taxes.

3 If NMC is not satisfied with bidders efforts in achieving maximum potential from advertisement on pole or median as described in the RFP in the time period of 21 months i.e. implementation period of 9 months and 1st 12 months of Operation and maintenance period. NMC may decide on taking appropriate alternative/additional sources decision to achieve maximum revenue on the pending poles or median on which advertisement installation is not done. (as per Corrigendum 5, dated 18.01.2019)

4.3.1. Survey:

1 The Concessionaire shall carry out survey of all the roads in PAN City area for determining poles for advertisement site.

4.3.2. Selection of Advertisements

1 The Concessionaire shall take into account the following aspects while selecting advertisements for the Display Board.

a. The advertisement shall have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.

b. The use of NMC name, logo or title without prior permission is strictly prohibited. No co-branding with NMC is allowed, without prior permission.

c. The Concessionaire shall strictly follow all the rules and regulations of model code of conduct.

d. The Concessionaire shall remove the objectionable advertisement on NMC as and when directed by NMC with regard to the removal of the advertisement the decision of the NMC shall be final and binding on the Concessionaire.

e. The Concessionaire shall be responsible for payment of municipal taxes as applicable (advertisement tax).

f. The Concessionaire can place LED advertisement screen (dual sided) having size 2*3 ft between street pole on median.

g. Concessionaire can either place LED screen/flex/digital flex either on median or on the poles not on both in same location. Concessionaire will place this led screen after the approval from NMC.

h. Concessionaire will make sure no damage will be done to median landscaping and infrastructure while putting the led screens and flex.

i. The Concessionaire shall implement Digital Billboards on minimum 10% of the street light poles as permissible under the applicable laws / rules / acts etc. The cost of power, meter and all other fixtures related to the digital billboard will be borne by the Concessionaire.

j. No damage shall be caused to the street light poles in any manner.

k. Any damage shall be made good by the Concessionaire else the same shall be recovered from the Performance Security.

4.3.3. Advertising Rights

a. The Successful Concessionaire cannot display any advertisement before receipt of the Completion Certificate issued by the Project Officer.

b. The Successful Concessionaire shall comply with the Applicable Laws regulating the display of advertisements and NMC cannot be held liable for any change/ modification in these laws that adversely affect this Agreement or any breach of Applicable Law by the Successful Concessionaire. No claim or compensation on this account will be allowed.

c. The Successful Concessionaire shall be free to set charges for the display of advertisements to be paid by End Users in line with the market requirements and acceptance of these charges by the End Users. However, the Successful Concessionaire shall be liable to pay all applicable taxes related to the usage of hoardings on street light poles for the display of advertisements and the revenues generated from such activity to NMC.

d. On digital billboards, the Concessionaire shall provide 5% time during each hour of operation, free of cost to NMC for display of public service messages of noncommercial nature.

e. Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue are provided in Annexure VIII.

4.3.4. Additional Monetization Through Wi-Fi

1 The Concessionaire may subject to permission of NMC may deploy Wi-Fi module on street light poles and consider them for revenue generation

activities. Such revenue generated from Wi-Fi modules can be retained by the Concessionaire. (as per corrigendum 5, dated 18.01.2019)

4.4. CONCESSIONAIRE Project Structure

Particular	Structure for CONCESSIONAIRE Project
Model	ESCO – Design, Build, Finance, Operate, Monetize, Maintain & Transfer (DBFOMMT) Model
Parameters for Evaluation of Financial bids	1 Overall Quoted Guaranteed Energy Savings (%) from retrofitting of street light fixtures 2 Percentage share of overall energy saving revenue offered to NMC from the guaranteed savings proposed by CONCESSIONAIRE; ~~**3 Percentage share of revenue generated from advertisement on street light poles**~~
Project Coverage	Retrofitting and O&M of identified switching points and respective street light fixtures that are installed on Street light Infrastructure provided by NMC. Successful Concessionaire will deploy LED streetlight smart networking solution consisting of i. 90 watt and above fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) ii. 90 watt below fixtures should have group on-off control and group dimming. Individual dimming and group/individual addressing is optional. iii. CSLMS Feeder Control Panels iv. CSLMS Street light controller v. CSLMS software vi. CSLMS Hardware (which shall be compatible with smart city Command Control center software) Successful Concessionaire will replace existing brackets (if required) along with energy efficient street lights (to improve the lighting levels) as per the new specifications and designs. ~~**Successful Concessionaire will survey Pan city area for selection of advertisement on either on street poles or on median between poles (tentative location proposed).**~~ It will also replace all the terminal box, junction box, flexible wires from Fixture to terminal box/Junction box wherever required; O&M of street light conductors and

Particular	Structure for CONCESSIONAIRE Project
	underground cables will be in the scope of CONCESSIONAIRE. *(NMC will be responsible for power supply upto MSEDCL meter which will be fixed in the feeder panel.)*
Energy Conservation Measures (ECSLMS)	Technical Specifications for LED street lights and CSLMS is a part of Tender document;
Project Duration	7 Years 9 months
Guaranteed Energy Savings	Minimum **55% (as per Corrigendum 1 dated 11.12.2018)**
Monitoring of energy savings post implementation; by an independent agency / engineer	An independent agency may be appointed by NMC for implementation monitoring and subsequent O&M monitoring, supervision for energy saving achieved and inspection of optimized use of the Smart City Platform. The monitoring and verification process is detailed out in Energy Performance Contract
Minimum standards of Operation and Maintenance	The minimum standards for maintenance of the lux level on roads and operation and maintenance of street light system should be adhered as per the conditions in this RFP and NLC standards codes.
Penalties & Liabilities	Penalties levied for non-achievement of savings shall be equivalent to at least the difference between actual and quoted guaranteed savings; Penalties shall be levied also for — Non-compliance of lux level standard — Non-Compliance to Minimum Up-Time — Non-compliance with electrical safety related matters — Non-implementation or non-operation of the CSLMS solution — Project Asset and human resources used in the project
Payment security	**Trust and Retention Account (TRA) or ESCROW Mechanism to enhance bankability of the project;** **Clarified in corrigendum 5 dated 18.01.2019 that, "The escrow account is linked with the Corporation account. Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly and baseline will be revised pro-rata for the interim period."**
Provisions relating to escrow account, if any	**Appointment** Nashik Municipal Corporation(NMC) and the CONCESSIONAIRE shall appoint the a reputable Bank to serve as the Escrow agent for the purposes of this Agreement and subject to the terms of this Agreement and the Escrow Agent hereby accepts this appointment. **Escrow Account** Within five (5) Business Days of the date hereof, Nashik Municipal Corporation (NMC) and the Escrow Agent shall establish an escrow bank account denominated in Indian Rupees for the benefit of the CONCESSIONAIRE (the CONCESSIONAIRE PROJECT ACCOUNT).

Particular	Structure for CONCESSIONAIRE Project
	Deposit and Replenishment Request After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)). In the event that the amount in CONCESSIONAIRE Project Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same. ~~**CONCESSIONAIRE will deposit the amount generated by advertisement in escrow account on monthly basis.**~~ ~~**The Concessionaire has to deposit monthly revenue generated by advertisement to escrow at the start of the month as per the financial bid submitted will be credited to NMC. (as per corrigendum 5, dated 18.01.2019)**~~ **Identification and Separation**: The Escrow Agent shall clearly identify in its records the Escrow Account as an escrow account and shall keep the funds standing to the credit of the Escrow Account segregated from and not commingled with the Escrow Agent's own funds or the funds of any of its other customers or third parties. **Withdrawal Agreement** At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s): (a) MSEDCL electricity bill payment (b) all government taxes due and payable by the Concessionaire for and in respect of the Project; (c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving (d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and (e)monthly proportionate provision of debt service due in an Accounting Year; f) --- Share in Energy saving revenue to Concessionaire , Subject to deduction if any ~~**--- Share in Advertisement revenue to Concessionaire , Subject to deduction if any (as per corrigendum 5, dated 18.01.2019)**~~

Particular	Structure for CONCESSIONAIRE Project
	(g)Balance, if any, in accordance with the instructions of the Concessionaire. **Fees** Fees to be paid to the Escrow Agent for the establishment and management of the Escrow Account shall be borne equally by NMC and the CONCESSIONAIRE.

4.5. Proposed responsibility of CONCESSIONAIRE under the project

Area	Responsibility Assigned to CONCESSIONAIRE under this project
Meet Desired	• Design and Installation of CSLMS based i. 90 watt and above fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase) ii. 90 watt below fixtures should have group on-off control and group dimming. Individual dimming and group/individual addressing is optional. iii. streetlight control iv. feeder panel v. with Remote Measurement, monitoring & Switching Capability; • Meeting timelines specified in contract for replacements/ repair of non-functional Street light fixtures and feeder panel;
Key responsibilities	• Capital investments required for retrofitting of street light fixtures in Pan city Area; • Design and Installation of CSLMS with Remote Measurement, monitoring & Switching Capability; • O&M (only for Street light fixtures and CSLMS (CSLMS, Gateways, Individual LED light Controllers and Feeder Control Panels) which have been installed by the CONCESSIONAIRE) including replacement requirements during tenure of project;
Citizen Service	• Setting up of call center for citizens to record and address complaints in Nashik city;
Reporting/ Monitoring & verification (M&V)	• Remote monitoring from centralized location; • Measure of daily/billing period consumption; • Setting up of call center for citizens to report complaints; • Daily reporting of fused/ non-functional fittings/ fixtures etc. as well as citizen complaint resolution status;

4.6. Project Phase

The implementation timelines is given below:

Sr. No.	Description	Timeline
1	Date of Issuance of Work Order	T_0
2	Concessionaire will Prepare Implementation Plan in consultation and with approval from NMC	**$T_1=T_0+30$ Days (as per Corrigendum 1, dated 11.12.2018)**
3	Implementation Period as per plan approved by NMC (max)	**$T_2=T_1+9$ months (as per Corrigendum 1, dated 11.12.2018)**
4	Operation and Maintenance Period	$T_3=T_2+7$ Years

After 9 months due to dependency on NMC only 97% project implementation done; then at the time of start of Concession period, Energy baseline will be calculated on 97% and then revenue sharing will be calculated on 97%. NMC (Authority) will get 3 months' time to complete dependency task handover remaining 3% site to Concessionaire. After this task energy baseline will be calculated on 100% and then revenue sharing will be calculated on 100%.

4.7. Lux Level Measurements

Upon commencement of Phase II (O & M Phase), NMC shall conduct, with the assistance of the Independent Energy Auditor, lux level measurements on five per cent (5%) of the street lighting fixtures, randomly selected by NMC, on a rotational basis each year. Such lux level measurements will be carried out twice in a year. The CONCESSIONAIRE shall participate in the lux level measurements along with NMC and the Independent Energy Auditor. If the lux levels are found to be below the applicable standards specified in clause 4.1.1, the CONCESSIONAIRE shall make payments to NMC for the amounts as determined under service level agreement.

4.8. Operating hours and dimming

The successful concessionaire has to maintain average operating hours per day for street lights after the completion of the implementation period for 7 Years, equivalent to the existing levels of 11 hours per day. If NMC wishes to increase operating hours, for newly installed LED lights, then baseline will also be changed correspondingly to estimate energy savings. Although the Concessionaire is required to provide dimming option in the new system but they will not be allowed to use it for additional energy saving, unless explicitly advised by NMC through written communication. Also the additional saving on account of such additional dimming will be shared with the Concessionaire and will be considered in the calculations towards energy savings and subsequent revenue sharing's. The Dimming is allowed only between 11:00 PM to 5:00 AM. Maximum Dimming Percentage will be above as per NLC guidelines, which will be decided as per site conditions.

4.9. Energy Baseline Determination

With immediate effect from the work order Date, the CONCESSIONAIRE shall undertake field surveys of the street lighting fixtures covered in the Project Area (Pan City) to accomplish the following:

4.9.1. Baseline Energy Consumption and Energy Savings for Nashik City

Following Section provide details for the Baseline Energy Consumption:

4.9.1.1. Baseline Energy Consumption

Baseline Energy Consumption is the deemed theoretical energy consumption of entire existing population street light fixtures installed in Nashik city that are in working condition, taking into account losses in fixture control gear and cables/lines.

To arrive at baseline for the Annual Energy Consumption in the Nashik city following methodology has been adopted:

The rated wattage of each wattage type of street light fixture is multiplied by installed quantity of that type of fixture in the Pan City area of Nashik city. This in turn multiplied by the theoretical losses in control gear and cables/overhead lines. This is further multiplied by the theoretical working hours of street lights in a year. The cumulative total of thus arrived energy consumption all type of street light fixtures will amount to the Baseline Energy Consumption of the Nashik city.

1. Cumulative wattage wt= 11044370w
2. Assuming theoretical total watt losses in control gear of conventional street light fixtures and power lines is 15%. In case of existing LED type street light fixture losses these losses considered are 5%
    a. Deemed Cumulative Power Wc1= 11476517 W (For conventional Fixtures.)
    b. Deemed Cumulative Power Wc2= 1118029.5 W (For Non-conventional Fixtures.)
    c. Total cumulative power consumption is Wc= 12594546.5 w
3. If total average uptime of lighting fixtures is 11 Hrs per day, total time annually, T= 11x365 hrs.=4015
4. Total baseline energy consumption in City is Eb= 50567104 Kwhrs

This Baseline consumption Eb is mentioned in the RFP and same shall be mentioned in the agreement.

Baseline calculation is based on the number of fixtures and wattages with number of working hours as 11 for 365 days and present tariff rate of MSEDCL (as per corrigendum 5, dated 18.01.2018)

Other Details

The actual Baseline Energy Bill shall include two items: 1) Energy Consumption Cost at Unit Rate, and 2) Wheeling Charges. Average Monthly Baseline Energy Bill is computed in the same method as above. Both these baseline figures shall be considered to arrive at Energy Saving for each month during O & M Period (considering the Unit Rate prevalent then, as may be seen from the monthly electricity bill). As a general guidance, average annual rate of increase of power **charges of MSEDCL should be 5% or at actuals whichever is lower (as per corrigendum 5, dated 18.01.2018)**

4.9.1.2. Energy Savings

The Energy Savings Amount in any year shall be arrived as follows:
After replacement of conventional street lighting with LED type lighting fixtures if actual cumulative street light energy consumption billed by Discom in a year in Nashik city is = Rs. 160071008/-,
Unit cost as per Discom tariff in the year = Rs. 6.62/-
Baseline Energy Cost shall be = Rs. 334754229.8 /-
Energy Savings Amount in the year shall be =Rs. 174683222/-

4.10. Operations of Concessionaire

1 The Successful Concessionaire has to adhere to the technical specifications as specified in Technical Specifications section for different type of street lighting equipment.

2 The Successful Concessionaire has to arrange all the equipment, machineries and instruments required for the implementation of the project at its own expense.

3 Also the Successful Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

4 Before starting the installations, it is the responsibility of the Successful Concessionaire to ensure that all relevant poles or lamps are taken up for installations which are under Pan City area of Nashik City.

5 The CONCESSIONAIRE shall undertake marking of poles (pole numbering) for each LED luminaire installed in Pan City area of Nashik City and switching point details. However, this should be done without damaging the infrastructure of NMC or any other parties.

6 The Concessionaire has to prepare switching point based inventory post replacement and the concessionaire shall conduct GIS/ GPS mapping of street lighting switching points/feeder panels and rationalize the coverage area under the switching points.

7 **Service Wire:** The CONCESSIONAIRE has to install cable/wires with earthing (each for phase and neutral) of required length for connection of luminaire to overhead conductor/ power supply cable. No extra charge will be payable to the concessionaire for this work. The Cables/ Wires should have following features

   i. Diameter of 10 sq.mm.,
   ii. PVC insulated
   iii. 4-core Aluminum wire.
   iv. Junction box to Fixture 3*1.0 Sq.mm. Copper Cable

8 The Pan City area comprises of poles that are under jurisdiction of NMC. There are a total of around 92014 luminaires in place being operated by approximately 1840 switching points/ feeder panels.

9 **Bracket/Arm/Clamps:** In case these items are damaged / missing / defective at existing locations then the same are to be supplied and installed by the CONCESSIONAIRE and for this no extra charges will be payable.

10 The Successful Concessionaire must take adequate care, by using black cotton tape or better quality tape for connection of wires, to avoid short circuiting of connections especially during monsoon season. No extra charge will be payable to the concessionaire for this work.

11 Surge protection: The CONCESSIONAIRE will provide surge protection arrangement to protect the luminaire from switching surges which are expected/prevalent in Street Light supply networks. No extra charge will be payable to the concessionaire for this work. No claim for failure of Luminaires, on account of voltage surges other than Lightning surges, will be considered.

12 In case of voltage surges due to lightning, it is expected that lights, in the affected circuit, will fail in a group and not in an isolated manner. Hence, any such failure of lights in a group on account of Lightning surges, may be reported to the insurance company and NMC along with circumstantial evidence within 48 hours (or any other as permissible under the insurance policy) of such occurrence, for the purpose of

damage claim. The responsibility for submission of all necessary supporting documentation rests with the Concessionaire.

13 **Earthing**: The provisions of IS-3043, may be referred to in general and the said IS Specifications in particular. Concessionaire may carry out, at its own cost, earth resistance measurement of neutral conductor of supply network during the initial commissioning phase and subsequently on yearly basis or as may be felt necessary for reliable operation of the Light Luminaires. **All rectification will be done by concessionaire at its own cost (as per corrigendum 3, dated 21.12.2018).** No claim for failure of Luminaires will be entertained on account of earthing issues. **Based on NLC standards code for road lighting the Concessionaire has to undertake survey and define the Power requirement for replacement. Concessionaire needs to submit a detailed report of survey and design to NMC.NMC will verify and rectify the changes suggested by the concessionaire prior to handing over and take a Corrective compliance report duly seal signed by concessionaire and later on concessionaire needs to manage everything at his own cost for complete project duration. (as per corrigendum 5 dated 18.01.2019)**

14 The Concessionaire shall be responsible for identifying existing asset deficiency like power cables (overhead/ underground cables from feeder panels to various poles) for street lighting or conductors, required JBs/MCBs on poles and existing damaged poles in street light infrastructure maintained by NMC. In such instances, the Concessionaire will provide the asset deficiency report and related anticipated expenditure for replacement. The replacement of such infrastructure will be done by the Concessionaire after getting approval of NMC. ~~**In addition to this, Concessionaire needs to paint of all MS poles across the city. After approval on the number of poles and locations for painting from NMC, the Concessionaire can start the painting work. Painting of pole has to be carry out before start of operation and Maintenance period and start of 4th year of O&M period (so twice in Project period). (as per corrigendum 5 dated 18.01.2019)**~~

15 The Concessionaire shall:

I. Change existing feeder panels to higher capacity in view of inclusion of additional street lights resulting in insufficient rating of feeder panels at its own cost.

II. Shift the feeder panels from one place to other place due to obstacle in traffic, line shifting or for the purpose of load distribution at its own cost.

16 The Concessionaire shall intimate NMC about any cases of power theft or unauthorized connection of load during festivals from the street lighting network on priority basis. NMC will be responsible for taking all the corrective measures required and not penalize the Concessionaire for such theft.

17 The Concessionaire shall ensure proper recording of the dismantled conventional Luminaires and hand over these to NMC on a weekly basis.

18 With regard to asset ownership, following need to be adhered to:

I. NMC shall at all times during the contract period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

II. The Concessionaire shall remain the owner of the LED luminaires and CSLMS components installed by it during the contract period. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. These LED luminaires and CSLMS components shall be free of any lien at all times.

III. At the expiry of the contract period, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed are vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS components, along with CSLMS bill of material, to NMC in working condition.

19 NMC will conduct periodic reconciliation of readings provided by CSLMS and MSEDCL energy meters. If deviation between CSLMS energy meter readings and MSEDCL energy meter is more than 2%, then NMC, or a third party appointed by NMC, will carry out on site measurement for verification. This deviation of 2% is allowed only if the overall committed energy savings for the system is achieved.

4.11. Special Conditions of Tender to undertake comprehensive operation and maintenance of street lighting network for Pan City Area

During the contract period, following operation & maintenance activities will be required to be carried out by the Successful Concessionaire:

1. The CONCESSIONAIRE will open an office in Nashik City with basic infrastructure where the CONCESSIONAIRE will make available office staff with amenities like computer, printer, phone, complaint register, etc. during working shift timings. These complaint handling centers will be connected to NMC's SCOC and such centers should become fully operational within 30 days of allocation of such space by NMC.
2. The Concessionaire has to store material and fixtures inventory (minimum 0.5% of total installations in the Pan City area) for maintenance requirements.
3. The CONCESSIONAIRE has to be proactive in monitoring street lighting system regularly and performing preventive maintenance and not relying solely on Complaint Management System.
4. In case of theft of the material or electricity, the CONCESSIONAIRE will inform the NMC and will also file an FIR. Further, after FIR, the Concessionaire will address the theft ensuring continuous system operations, in presence of NMC officials. The Concessionaire will have to bear the cost for the losses of any items irrespective of the outcome of the police related procedure.
5. The Concessionaire will manage the operation of all the control panels installed by him and also provide maintenance, web-based portal & communication services etc. of these control panels during the contract period.
6. All complaints lodged in the system have to be resolved within 48 hours of lodging of complaint. In certain cases, CONCESSIONAIRE has to resolve the complaints immediately as per the instruction of NMC.

7. The Successful Concessionaire shall ensure the availability of sufficient ladder vehicle, Hydraulic Vehicle (suitable to reach up to 12m height) and other relevant vehicle & equipment for O&M. The vehicle used for O&M should have valid registration documents.
8. In case normal vehicle is unable to access the light point, the CONCESSIONAIRE will be required to make necessary arrangements for facilitating street lighting installation and maintenance at such locations.
9. The CONCESSIONAIRE has to ensure that drivers of ladder vehicles must possess valid driving license, vehicle registration documents, insurance, etc. at all times during the contract period.
10. The CONCESSIONAIRE has to carryout O&M of street lighting network including following specific conditions:

Sr. No.	Conditions	Responsibility of CONCESSIONAIRE
1	Maintenance of central lighting	Apart from regular O&M activities; the CONCESSIONAIRE will be responsible for Maintenance/replacement of junction box, related switchgears and related connecting wires/ cables.
2	Some poles, street light span or street light control may be shifted due to obstacle to traffic, line shifting or for the purpose of load distribution	In such a situation, the CONCESSIONAIRE has to bring in labor for dismantling Luminaire and again putting up Luminaire after shifting has been completed by NMC.
3	Due to overhead mix network, snapping of conductors, phase-to-phase phenomenon is very frequent and leading to damages of street light luminary and its components	The CONCESSIONAIRE, under such a condition, will register a complaint with the MSEDCL and also undertake required O&M. The Authority will coordinate with MSEDCL, if required.
4	All street lights are installed on bracket suitable to its entry diameter; however, it may be possible to change some of the brackets at site for LED installation, if required.	All the associated cost would be borne by the Concessionaire.

11. The Concessionaire will be penalized for non-achievement of O&M performance parameters. (please refer SLA for more details)
12. The CONCESSIONAIRE will organize training program at NMC office wherein the CONCESSIONAIRE will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of contract period on the operation, maintenance and repair of the equipment and systems installed by the CONCESSIONAIRE.
13. The Concessionaire should address the queries or issues raised by employees of NMC on O&M practices from time to time.

14. The Concessionaire shall assign an overall in charge for coordination and monitoring of day to day activities of entire city network. Additionally CONCESSIONAIRE should deploy the team as proposed, in their technical bid, from their organization who are regular employees and provide the contact details of the same, who shall be accountable for delivering on the said commitments during the Contract Period, coordinate for daily O&M exercise and update NMC as per agreed format. In case, the assigned personnel leaves the organization or is reassigned, the CONCESSIONAIRE has to intimate the same in writing to NMC and advice names of the new officers assigned for the role.
15. Insurance:

    The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

    The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

1. Safety: During the period of installation and O&M, the Concessionaire should ensure implementation of measures to ensure SAFETY of working personnel, as per all applicable laws in general and with special focus in the following.
    a. Working at heights
    b. Working on/in the vicinity of power supply lines.

    Suitable work instructions/procedures shall be prepared for each type of work location (Height or type of pole / supply network configuration) and the working personnel shall be trained at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues.

    All the working personnel shall be provided with appropriate Personnel Protection Equipment such as Safety harness for working at heights, safety helmets, Earthing rods, etc. The Successful Concessionaire shall arrange to carryout safety Audit at regular intervals by a competent person possessing valid certificate w.r.t SAFETY issues and suitable remedial measures shall be taken based on the findings/recommendation of the Safety Audit. Safety audit must be done on half yearly basis.

4.12. Assessment of lighting load

It is acknowledged that MSEDCL charges NMC for electricity consumption in street lighting based on the connected load with any feeder / energy meter. For every feeder/ energy meter, a separate bill is raised on monthly basis. Therefore, in order to realize the benefit of reduced energy consumption after the installation of LED lights, NMC will have to reduce the sanctioned load of each of the street lighting feeder proportionately. NMC will take-up this with MSEDCL so that sanctioned load of each of the feeder is reduced based on the new load on the feeder after the installation of LED lights.

During implementation stage, the Concessionaire must first install control panels with each of the feeders/ switch points before the installation of LED lights so that these panel can measure the existing lighting load also on each of the energy meters for a specified period of time (1-2 days). After recording these measurements the Concessionaire will replace the old lights with LED lights and will again record the changed load. Other parameters such as no. of lights and their corresponding wattage shall also be recorded for any switching point before and after replacement with LED lights. NMC will also provide Concessionaire, the previous year bills for each switching point. At the end of every month, from the start of installation phase, the concessionaire shall for the completed switch points, must prepare and submit a consolidated report to NMC in the format as provided below:

Sr. No.	Division	Switch Point Description	Existing load as per utility bill (kW)	New load as per new meter installed in CSLMS panel (kW)	New load after replacement of all lights connected to switching point (kW)
1					
2					
3					
4					
5					
6					

The Concessionaire shall also submit a consolidated report in the above format to NMC separately for each division, immediately after the work is completed for that division.

4.13. Assessment of energy savings through Measurement & Verification (M&V)

The energy savings by virtue of its nature is to be calculated through difference of baseline energy consumption and actual energy consumption. The replacement of existing street light with energy efficiency LED street light is expected to give minimum **55% (as per Corrigendum 1 dated 11.12.2018)** of energy saving. So the successful Concessionaire will have to ensure minimum

energy saving of **55% (as per Corrigendum 1 dated 11.12.2018)** (or higher as per his quote) from all the measures taken in this project.

The CONCESSIONAIRE will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS feeder control panel, hours of operation, details of events like phase failure, non-operational light points, etc. to NMC. NMC will direct the ESCROW bank account agency to process the payment to concessionaire after adjusting for penalties, if any. NMC or the third party consultant hired by NMC will conduct reconciliation of CSLMS report and MSEDCL bills semiannually and any discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

4.14. System Documents, User Documents

The CONCESSIONARE will provide all project related documents. This documentation should be submitted as the Project undergoes at various stages of implementation. Indicative list of documents include:

1. Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.
2. Equipment Manuals: Original Manuals from OEMs.
3. Installation Manual: For all the application systems.
4. Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered. Training registers should be submitted for same.
5. User Manuals: For all the application software modules, required for operationalization of the system.
6. System Manual: For all the application software modules, covering detail information required for its administration.
7. Standard Operational Procedure (SOP) Manual: The Concessionaire shall be responsible for preparing SOP Manual relating to operation and maintenance of each and every service as mentioned in the RFP. The draft process (SOP) document shall be formally signed off by NMC before completion of Final Acceptance Test. This SOP manual will be finalized by the Concessionaire within 2 months of operationalization, in consultation with the NMC and formally signed off by the NMC.

Note: The CONCESSIONAIRE will ensure upkeep & update all documentation and manuals during the concession period. The ownership of all documents, supplied by the Concessionaire, will be with NMC. Documents shall be submitted in two copies each in printed (duly hard bound) & in softcopy formats.

4.15. Helpdesk Setup

1. The CONCESSIONAIRE will set up a 24X7 centralized helpdesk for the project for entire concession period;
2. The help desk will handle user queries and issues relating to implemented solution
3. The helpdesk is required to ensure that users can log calls and complaints for any technical issues they face while accessing the system. The following is included in the scope of work of the Concessionaire:
   a. The helpdesk to have Interactive Voice Response (IVR) system for first level of call segregation;
   b. Accordingly Standard Operating Procedures (SOPs) shall be created by the Concessionaire;
   c. In addition to the telephone call, the Concessionaire shall also provide other channels for call logging like email and web interface;
   d. Following is also part of scope of work of Concessionaire:
      i. Development of training material for NMC employees
      ii. Training to be imparted to NMC

iii. Provision of Call center application
iv. Development of standard operating procedures with call prioritization guidelines, problem security codes and escalation procedures etc. in consultation with NMC
v. Helpdesk related infrastructure;

e. Language Capabilities : Marathi, Hindi and English;
f. The service window for Help Desk is 365X24X7 (Monday to Sunday);
g. The call statistics will be analyzed every quarter after Go-Live and the number of Customer Care Executives may be ramped up or down accordingly on a week's notice;
h. The Concessionaire shall deploy helpdesk application accessible to all users through the Smart City portal for logging issues; and the Concessionaire to provision for inbound calls.

4.16. Training

The Concessionaire need to provide training to NMC employees and other stakeholders as directed by NMC. The following is a broad level scope;

1. The Concessionaire will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:
   a. Training manuals for NMC employees / stakeholder departments;
   b. Computer based training modules;
   c. Presentations;
   d. User manuals;
   e. Operational and maintenance manuals

4.17. Hand-over of the system at the end of contractual period

1. Ownership
   a. Subject to the terms of the Agreement, the ownership of the Project Site and the Installed Facilities, including all improvements made therein by the Concessionaire, shall at all times vest in NMC.
2. Concessionaire's Obligation
   a. The Concessionaire shall on the date of expiry or an early Termination of the Authorisation Period, hand over vacant and peaceful possession of the Project Site with all the Installed Facilities to NMC and in good operable condition as per terms of this Agreement.
   b. At least 20 (twenty) days before the expected expiry of the Authorisation Period, an inspection of the Installed Facilities and Project Site shall be undertaken by the Project Officer. NMC shall within two days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs, if any, to be carried out so as to conform to the original condition and specifications of the Installed Facilities, barring normal wear and tear. The Concessionaire shall promptly undertake and complete such works/ jobs at least 7 days prior to the expected expiry of the Authorisation Period and

ensure that the Installed Facilities continue to meet such specifications until the same are handed back to NMC. The Performance Security of the Concessionaire shall be released only when the works/ jobs are rectified as per the list prepared by NMC.

c. If the Concessionaire fails to hand over the Installed Facilities after the expiry of the Authorisation Period or after the Termination of the Agreement then the Concessionaire shall be deemed to be an unauthorized occupant and NMC shall have the right to forcefully remove any person and/or material of the Concessionaire and/or any End User from the Project Site and/or Installed Facilities without giving a notice to the Concessionaire.

4.18. Independent Energy Auditor

NMC shall appoint an independent energy auditor (the Independent Energy Auditor) selected following a transparent and competitive tender procedure launched by NMC. All the Independent Energy Auditor's expenses shall be borne by the NMC

The Recommendations suggested by energy auditor is binding on CONCESSIONAIRE to improve and Improvement cost shall be Bourne by CONCESSIONAIRE.

4.19. Reporting

During the Term, the CONCESSIONAIRE shall provide monthly reports to NMC about the following matters:

1. Update on the assets;
2. Operation and maintenance services;
3. Energy saving report;
4. Lamp failure report;
5. Panel Door Open Alert Report,
6. Monitoring and verification report.
7. The CONCESSIONAIRE shall also submit Annual Electrical Safety report

Section: V – Functional & Technical Specification

5. Functional & Technical Specification

The scope includes design, development, manufacturing, testing and supply of energy efficient luminaire complete with all accessories and CSLMS components. The Central Street Lighting Management System (CSLMS) remotely monitors and manages the street lights. It consists of Central Management Server, Feeder Panel Controllers (FPC), Street Light Controllers (SLC) and network Gateways. The CSLMS monitors and manages the street lights through FPC and SLC.

LED lamps with suitable current control driver circuit including mounting bracket for street light and high mast light. The luminaire shall be suitable for rugged service under the operational and environmental conditions encountered during service.

The detailed technical specifications for each component of the project i.e. LED Luminaire and CSLMS is provided in subsequent sections.

5.1. LED Luminaire Technical Specification

Sr. No.	Typical specifications of LED street lights		Supporting document
i.	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < **93W (as per corrigendum 5 dated 18.01.2019)**		LED Technical Data sheet
ii.	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output		LM-80/IS16105,L70 & TM 21 Test Report test report including technical Data Sheet of LED Chip
iii.	LED chip make- CREE/OSRAM/Nichia/seoul/ Philips Lumileds/**Bridgelux (as per corrigendum 5 dated 18.01.2019)**		
iv.	LED chip efficacy shall be more than 135 Lumens/watt at Tj 25° C		LED Technical Data Sheet
v.	Junction Temperature (Tj) should be <105°C		Manufacturer self-certify
vi.	Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 – Ed. 1.0		Photo Biological Safety Report
vii.	Color temperature of the luminaire should be 5700K (±5%)(Super-white)		LM-79 report
viii.	Power factor	> 0.95	LM-79 report
ix.	System Efficacy (lumen/watt)	Shall be >100 lumen/watt	LM-79 report
x.	CRI of Luminaries	> 70	LM-79 report
xi.	Lumen depreciation for rated life <10%		LM 80 Report to be submitted and Manufacturer has to self-certify

Sr. No.	Typical specifications of LED street lights		Supporting document
xii.	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range		LM-79 report
xiii.	Operating voltage: 140 V to 270V universal electronic driver with surge protection Internal >= 4KV and External 10 KV (Applicability IS 15885, Driver Safety 16104-1/2)		NABL accredited lab report
xiv.	Overvoltage cutoff limit > 295 V		NABL accredited lab report
xv.	Total Harmonic Distortion: < 10% THD - Test Method IEC:610003-2		NABL accredited lab report
xvi.	LED Drive current	>=350 mA<1200 mA	LM-79 report
xvii.	LED driver efficiency	> 90%	LM-79 report
xviii.	Heat dissipation / heat sink: Well-designed thermal management system with defined heat sink		NABL accredited lab report
xix.	The luminaire housing shall be made up of corrosion free High Pressure Aluminum die cast thus conforming the luminaire to minimum IP-66 for all wattages and safety as per IEC 60598/IS 10322. (Only single housing Luminaire allowed).		NABL accredited lab report
xx.	The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Polycarbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers.		NABL accredited lab report
xxi.	The luminaire shall be built in such a way that it can withstand wind speed of 150 kmph. (Impact resistance>=IK05)		NABL accredited lab report
xxii.	Frequency	50Hz +/- 3%	
xxiii.	Operating temperature	Range: -20° C to +60° C	NABL accredited lab report
xxiv.	Protections	IP66 for all type of lamps to be installed Surge protection 4 kV, IEC61000-4-5	NABL accredited lab report
xxv.	Working humidity	10% to 90% RH	
xxvi.	Conformation standards of	The luminaire should conform to IEC 60598/ IS:10322 The luminaire	From NABL Certified TPL Test report

Sr. No.	Typical specifications of LED street lights		Supporting document
	luminaire (Test reports of luminaire)	should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards and following test reports should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test , Photometry Test (LM79 report), Vibration Test	TEST REPORT as per IS:10322 part 5 Sec-3 /IEC:60598-2-3
xvii.	Finish	Aesthetically designed housing with corrosion resistant polyester powder coating	Self-Declaration
xviii.	Luminaire configuration / technical requirement	Side entry type. Shall consist of separate optical and control gear compartments. It should be easy replaceable in the field condition.	Self-Declaration
xxix.	Compliance	RoHS/CE/ERTL/ERDI	Confirmation
xxx.	Surge Protection	External Surge protection of minimum 4 kV/ 10 kV to be separately installed with the each Luminaire, if required.	As per IEC 61000-4-5
xxxi.	Dimming	For dimmable LED luminaires, the driver shall support PWM or 0 – 10v based dimming	Self-Declaration

NOTE:

1 *All Tests have to be confirmed and appropriate TEST REPORT has to be submitted before installation of the luminaires.*

2 *NMC is free to draw samples after start of supplies from the supplied quantity and subject the same to test in a NABL Accredited Lab. NMC will bear the cost of testing of such sample. The decision of NMC on the same shall be binding on the Concessionaire. Failure of the sample will invite strict penalty and disqualify the Concessionaire from future tenders also.*

5.2. Feeder Panel Controller

The following functionalities shall be supported by Feeder Panel Controller (FPC).

1. The Feeder Panel Controller shall consist of a class-1 energy meter, feeder panel control unit and wireless communication unit.
2. The Feeder Panel Controller shall be capable of switching On/Off all the luminaires of a particular switching point based on the lighting schedule set by the Central Management Server (CSLMS).
3. It shall communicate to the CSLMS through the wireless communication unit over GSM/Wi-Fi/Ethernet.
4. Once the lighting schedule is set, it shall operate the luminaires according to that schedule till the lighting schedule is changed by the CSLMS.
5. It shall operate the luminaires according to the lighting schedule even if there is a communication fault between CSLMS and itself.
6. In the absence of any lighting schedule it shall operate (On/Off) the luminaires according to the time of the day.
7. It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.
8. If it is not able to communicate with the CSLMS, it shall store all the luminaires data internally and relay that data to CSLMS once the communication is established.
9. It shall be able to store luminaire logs / data for up to 7 days.
10. It shall have IP55 protection.
11. MSEDCL meter space in feeder panel controller.
12. Uniform Rating for all the panels.
13. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.
14. Group Control and group addressing via Feeder panel must be available. Individual addressing and group dimming is optional.

5.3. Street Light Controller

The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles.

1. It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.
2. It shall support PWM or 0-10v based dimming for dimming of the LED luminaires.
3. It shall be powered by 230 V AC available on Street Light poles.
4. Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.
5. It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule communicated to it by the CSLMS.
6. Once the lighting schedule is set, it shall operate the luminaire according to that schedule till the lighting schedule is changed by the CSLMS.
7. It shall operate the luminaire according to the lighting schedule even if there is a communication fault between CSLMS and itself.
8. In the absence of any lighting schedule it shall operate (On/Off) the luminaire according to the time of the day.
9. It shall communicate the real-time status (On/Off/Dim Level/Fault, fault type and voltage, current, wattage and Power Factor per phase) of the luminaire to CSLMS.
10. If it is not able to communicate with the CSLMS, it shall store all the luminaire data internally and relay that data to CSLMS once the communication is established.
11. It shall be able to store luminaire logs / data for up to 7 days.
12. It shall have IP65 protection.
13. Street Light Controller/ Feeder Controller shall detect and report the following faults to CSLMS

    a. Under/over voltage detection
    b. Main breaker error
    c. Contactor fault
    d. Circuit breaker off
    e. Circuit phase errors (fuse, breaker, etc.)
    f. Main power failure
    g. Leakage to ground
    h. Manual switch activated
    i. Phase current out of range
    j. Control cabinet door open
    k. Lamp failures

5.4. Gateway Device

The following functionalities shall be supported by Gateway device.

1. It shall facilitate the communication between the Central Management Server (CSLMS) and Street Light Controller (SLC).
2. It shall support GSM/Wi-Fi/Ethernet interface for uplink.
3. It shall support Wi-Fi/Zig bee/LoRA based Street Light Controllers.
4. One gateway shall be able to connect up to 50 Street Light controllers.
5. It shall have a storage capacity of storing the data of 100 luminaires for up to 7 days and should be able to transmit historical data stored in case of power failure.
6. It shall communicate with the CSLMS on real time basis.
7. It shall be powered by 230 AC available on the street light poles. Optionally Power over Ethernet also shall be supported.
8. It shall be weather proof with IP-56 casing with a lock and shall fit on the existing street light poles with a suitable clamps supplied by the vendor.
9. It shall have a battery power back up for up to 12 hrs.
10. The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet for establishing connectivity between Street Lighting Gateway and CSLMS

5.5. Central Street Lighting Management System Functional Specifications

Software

1. The system shall provide web based central management software (CSLMS) to view, operate & manage the lighting system.
2. The CSLMS shall be hosted on a cloud server temporarily and later shall be migrated to Smart City Operations Centre (SCOC) once it is ready.
3. The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways
4. All software updates happen without the need for any human intervention except for scheduling the update operations.

Operations

1. Concessionaire need to provide minimum 1 managerial level staff at SCOC for handling day to day operation of CSLMS for 24*7.
2. It shall support multiple users with different privileges.
3. Only a user with admin privileges shall be able to create, modify or delete users.
4. The user privileges shall be view, operate and/or administer.
5. The user privileges shall be to a given set of street lights only
6. The street lights shall be divided into hierarchical groups called, zones, wards, locality, road, feeder units etc.
7. The street light groups shall be modifiable by the administrator only
8. Only a user with sufficient privileges shall control lights either at group or individual level.
9. All user log-in and log-off activity shall be logged.
10. All user activity that modifies any existing configuration of the CSLMS or gateways or light controllers shall be logged.
11. A logged in user shall be allowed to view, operate and manage the street lights & gateways for which he/she has privileges.
12. The CSLMS shall assign a unique id for each light fixture and gateway.
13. The CSLMS shall have the GPS location of light fixtures and gateways.
14. The light fixtures and gateways shall be shown on Google Maps.
15. The user shall be able to view the light fixtures on Google Maps either in groups or individually.
16. The user shall be able to set lighting on/off/dim policies for a group or individual lights.

17. Through the lighting policy the user shall be able to set the date & time when the light should be on and off.
18. Through the lighting policy the user shall be able to set the dimming level, its duration and the time of a day it should be active.
19. The policies shall be settable for any day within a year.
20. The user shall be able to create, modify, delete, enable and disable policies for a group of lights or individual lights easily.
21. There shall exist a default global policy that would be used by the street light controller in the absence of any specific light policy for it.
22. In case of any error during the setting of policies onto each street light, the CSLMS shall highlight the same and shall keep trying until cancelled by the user.
23. ~~**CSLMS shall control all the digital advertisement.**~~
24. ~~**CSLMS should give advertisement status on each pole, obtained digitally or manually fed (in case of conventional boards).**~~ **(as per corrigendum 5, dated 18.01.2019)**
25. CSLMS also need to notify for power outage and also calculate the percentage power outage per feeder panel.

Communication

1. The CSLMS shall communicate with registered Gateways only.
2. The CSLMS shall communicate with registered Feeder Panel Controllers only.
3. The gateways shall communicate with registered Street Light Controllers only.

Security

1. The communication between the CSLMS and other components in the system is secure so as to prevent eves dropping, device hijack and "man -in-the-middle" attacks.
2. Faulty gateways or light controllers can be replaced only after initiating that action through the CSLMS.

Notifications

1. It shall support the following types of notifications:
    a. email
    b. SMS
    c. mobile app alerts
2. A user shall be registered for notifications only for the street lights that he/she has privileges
3. The following events shall result in notifications
    a. Any fault detected by the system in the smart light fixture or controller or gateway.

b. Any changes to the configuration of CSLMS, gateway or controllers
c. Any manual changes to the lighting schedule
d. Any manual control of the lighting

Reports & Analytics

1. It shall provide the following reports at either a group or individual street light level
    a. Status of Lights with lux level report (Lux Measurement can be manually measured and data shall be fill in the system to generate report.)
    b. Energy Consumption
    c. Power leakages
    d. Faulty Lights
    e. Fault rates
    f. Fault fixing
    g. High or Low voltage issues
    h. Pending user actions
    i. Pending policy
2. It shall provide the following analytics
    a. Fault trends
    b. Future energy needs
    c. Potential energy savings possible by changing lighting policies

Data Backup

1. All the configuration change activity logs shall be stored for the duration as set by the administrator.
2. All historical statistics shall be stored for the duration as set by the administrator.
3. It shall not let the administrator increase the duration if it detects that there would not be sufficient disk space to store the data for such long durations.
4. It shall automatically back up all the data as scheduled by the administrator

Mobile App

The system shall provide a mobile app with the following features

1. View, Operate & Manage the street lights
2. View and act on notifications

5.6. Environmental Sensors

NMSCDCL envisages installation of Environmental sensors on some of pole for monitoring various parameters that have environmental impact on the city such as temperature, humidity, rainfall and pollutants.

5.6.1. Overview

Environmental parameters, specifically air and noise pollution, are a major concern for the citizens and administrators of any city. As NMSCDCL aspires to be an environmentally sustainable smart city, integrated environmental monitoring stations comprising of various sensors shall be implemented in Nashik. The objectives of the system include:

- Integrated ambient air and noise pollution monitoring stations comprising of various environmental sensors for monitoring and trending of various ambient air and noise parameters;
- Tracking of environment with respect to these parameters and adjusting any framework for the city;
- Environmental sensors shall be integrated with SCOC for central monitoring and analysis;
- Environmental sensor parameters shall be available through City Connect portal and Mobile app and Applications for citizens as part of 'open data' initiative and to create citizen awareness.

5.6.2. Business Requirements

- Environment monitoring shall be done for tracking that the pollution and noise levels are within the acceptable limits.
- Display of parameters to citizens to create awareness and support 'open data' initiatives
- Establish frameworks for regulating these parameters in terms of any supporting initiatives for maintaining acceptable levels.
- CSLMS at SCOC, city connect application and website in an integrated manner.

5.6.3. Functional Requirements

- The following sensors are proposed:
  - Flood Sensor
  - Carbon Monoxide (CO) sensor
  - Ozone (O3) sensor
  - Nitrogen Dioxide (NO2) sensor
  - Sulphur Dioxide (SO2) sensor
  - Carbon Dioxide (CO2) sensor
  - Particulate/SPM Profile (PM10, PM2.5, and TSP) sensor
  - Temperature sensor

- Relative Humidity sensor
- Rainfall Sensor
- Noise Sensor

- SCOC shall have an integrated module which shall monitor overall environmental parameters from the sensors installed across the city.
- Environmental sensor shall be ruggedized enough to be deployed in open air areas such as streets and parks.
- Mounting arrangement of the environmental sensor need to be specified by the CONCESSIONAIRE.
- The software should display real time and historical data in chart and table views for dashboard.
- Software shall display trends of environmental parameters based on specific time periods (configurable).
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.

5.6.4. Technical Requirements

A. *Carbon Monoxide (CO) Sensor*

- CO sensor shall measure the carbon monoxide in ambient air.
- Range of CO sensor shall be between 0 to 1000 PPM.
- Resolution of CO sensor shall be 0.01 PPM or better.
- Lower detectable limit of CO sensor shall be 0.040 PPM or better.
- Precision of CO sensor shall be less than 3% of reading or better.
- Linearity of CO sensor shall be less than 1% of full scale or better.
- Response time of CO sensor shall be less than 60 seconds.
- Operating temperature of CO sensor shall be 0°C to 60°C.
- Operating pressure of CO sensor shall be ±10%.

B. *Ozone (O3) Sensor*

- O3 Sensor shall measure the ozone in ambient air.
- O3 Sensor shall have a range of at least 0-1000 PPB.
- Resolution of O3 sensor shall be 10 PPB or better
- Lower detectable limit of O3 sensor shall be 0.001 PPB or better.
- Precision of O3 sensor shall be less than 3% of reading or better.
- Linearity of O3 sensor shall be less than 1% of full scale.
- Response time of O3 sensor shall be less than 60 seconds.
- Operating temperature of O3 sensor shall be 0°C to 60°C.
- Operating pressure of O3 sensor shall be ±10%.

C. *Nitrogen Dioxide (NO2) Sensor*

- NO2 Sensor shall measure the Nitrogen Dioxide in ambient air.
- NO2 Sensor shall have a range of at least 0-10 PPM.
- Resolution of NO2 sensor shall be 0.001 PPM or better.

- Lower detectable limit of NO2 sensor shall be 0.001 PPM or better.
- Precision of NO2 sensor shall be less than 3% of reading or better.
- Linearity of NO2 sensor shall be less than 1% of full scale.
- Response time of NO2 sensor shall be less than 60 seconds.
- Operating temperature of NO2 sensor shall be 0°C to 60°C.
- Operating pressure of NO2 sensor shall be ±10%.

D. *Sulphur Dioxide (SO2) Sensor*

- SO2 Sensor shall measure the Sulphur dioxide in ambient air.
- SO2 Sensor shall have a range of at least 0-20 PPM.
- Resolution of SO2 sensor shall be 0.001 PPM or better.
- Lower detectable limit of SO2 sensor shall be 0.009 PPM or better.
- Precision of SO2 sensor shall be less than 3% of reading or better.
- Linearity of SO2 sensor shall be less than 1% of full scale.
- Response time of SO2 sensor shall be less than 60 seconds.
- Operating temperature of SO2 sensor shall be 0°C to 60°C.
- Operating pressure of SO2 sensor shall be ±10%.

E. *Carbon Dioxide (CO2) Sensor*

- CO2 Sensor shall measure the carbon dioxide in ambient air.
- CO2 Sensor shall have a range of at least 0-5000 PPM.
- Resolution of CO2 sensor shall be 1 PPM or better.
- Lower detectable limit of CO2 sensor shall be 10 PPM or better.
- Precision of CO2 sensor shall be less than 3% of reading or better.
- Linearity of CO2 sensor shall be less than 2% of full scale.
- Response time of CO2 sensor shall be less than 60 seconds.
- Operating temperature of CO2 sensor shall be 0°C to 60°C.
- Operating pressure of CO2 sensor shall be ±10%.

F. *Particulate Profile Sensor*

- Particulate profile sensor shall provide simultaneous and continuous measurement of PM10, PM2.5, SPM and TSP (measurement of nuisance dust) in ambient air.
- Range of PM2.5 shall be 0 to 230 micro gms / cu.m or better
- Range of PM10 shall be 0 to 450 micro gms / cu.m or better.
- Lower detectable limit of particulate profile sensor shall be less than or equal to 1 µg/m3.
- Accuracy of particulate profile sensor shall be <± (5 µg/m3 + 15% of reading).
- Flow rate shall be 1.0 LPM or better.
- Operating temperature of the sensor shall be 0°C to 60°C.
- Operating pressure of the sensor shall be ±10%.

G. *Temperature Sensor*

- Temperature sensor shall have the capability to display temperature in °Celsius.

- Temperature range shall be -10° to +60°C.
- Sensor accuracy shall be ±0.3°C (±0.5°F) or better.
- Update interval shall be 10 to 12 seconds.

H. *Relative Humidity Sensor*

- Range of relative humidity sensor shall be 1 to 100% RH.
- Resolution and units of relative humidity sensor shall be 1% or better.
- Accuracy of the sensor shall be ±2% or better.
- Update interval shall be less than 60 seconds.
- Drift shall be less than 0.25% per year.

I. *Rainfall Sensor*

- Rainfall sensor shall have the capability of displaying level of rainfall in inches and millimeter.
- Daily Rainfall range shall be 0 to 99.99" (0 to 999.8 mm).
- Monthly/yearly/total rainfall range shall be 0 to 199" (0 to 6553 mm).
- Accuracy for rain rates shall be up to 4"/hr (100 mm/hr) or ±4% of total.
- Update interval shall be less than 60 seconds.
- 0.02" or (0.5mm) of rainfall shall be considered as a storm event with 24 hours without further accumulation shall end the storm event.

J. *Noise Sensors*

- Noise sensor shall detect the intensity of the ambient sound in a particular area.
- Nosie Sensors shall be installed for the outdoor applications.
- Noise sensor shall be able to identify the areas of high sound intensity ranging from 30 dBA to 120 dBA.
- Noise sensor shall have resolution of 0.1 dBA.

K. *Air Quality Monitoring Software*

- Software shall display real-time and historical data in chart and table views.
- Software shall display trends of environmental parameters based on specified time periods.
- Software shall display and export sensor diagnostic information
- Administrator shall be able to manage access privileges for only authorized officials.
- Alerts shall be generated for events where the environmental parameters breaches the safe or normal levels.
- It shall be installed at the SCOC for the purposes of monitoring, display of information and control of the system.

5.6.5. General

- Except flood sensors, each environmental sensor shall be housed in modules and further integrated into one single enclosure to the extent possible.
- Data of all the environmental sensor shall be available on the same software interface.
- It shall be possible to remove or replace individual sensor modules without affecting the functioning of rest of the system.

5.6.6. Environmental Requirements

- Enclosure shall be rugged weather proof IP65 rated and shall house the power modules, thermal management system and user configured analyser modules as well.
- Environmental operating range shall be 0°C to +60°.

5.6.7. Electrical Requirements

- Power requirements of the system shall be 180-240 VAC, 50Hz.
- The CONCESSIONAIRE shall be responsible for any power conversions required for operations of this system.

5.6.8. Networking requirements

Environmental station shall support communications by Ethernet (RJ45)/Wi-Fi/GPRS/LORA/Zig bee/RF media etc.

5.7. Public Address System

NMSCDCL envisages installation of Public Addressing System at strategic locations to provide clear announcements during public-addressing or dissemination of information to public and provide one-way voice communication during an emergency or mishap. The location of PAS shall be on the key junctions (mostly on the poles) and other strategic locations with large foot fall. However, the identified locations may possibly change and hence need to be confirmed before implementation.

5.7.1. Functional Requirements

- The Public Address System (PAS) should be capable of addressing citizens at specific locations from the SCOC.
- The proposed system shall contain an IP-based announcing control connected to the SCOC.
- Public Address System shall be used at intersections, public places, market places or those critical locations as identified by NMSCDCL to make important announcements for the public.
- It shall be able to broadcast messages across all PA systems or specific announcement could be made to a particular location supporting single zone/multi zone operations.
- The system shall contain an IP-based amplifier and uses PoE power that could drive the speakers. The system shall also contain the control software that could be used to control /monitor all the components of the system that includes Controller, Calling Station and keypad, Amplifier (Mixing and Booster).
- The CONCESSIONAIRE shall describe in detail the design, operational and physical requirements of the proposed public announcement system to demonstrate compliance with all the specified requirements of RFP.
- PA system's master controller should have function keys for selecting the single location, group of locations or all locations, simple operation on broadcasting to any terminal or separated zones.
- PA system's master controller should facilitate multiple MIC inputs and audio inputs.
- Software based control should facilitate demarcation of broadcast as per zones/areas/systems

5.7.2. Technical Requirements

- 24V DC output shall be available to supply power to external relays
- The maximum/rated output power of the internal booster shall be 150 W / 300 W
- The frequency response shall be 60 Hz – 18 kHz (+1/-3 dB, @ -10 dB ref. rated output.
- The distortion shall not exceed 1% at the rated output, 1 kHz.
- The operating temperature range shall be -10°C to +55°C. The storage temperature range shall be -40°C to +70°C.

- The system shall comply to the following standards:
  - EVAC compliance acc. to IEC 60849
  - EMC emission acc. to EN 55103-1
  - EMC immunity acc. to EN 55103-2
  - Safety acc. to EN 60065

5.7.3. System Requirements

- The system shall be able to deliver 75 dB at the listening level
- The reinforced sound shall be distributed evenly throughout the listening area; the total variation in each area shall not exceed ±4 dB.
- An articulation loss of consonants of less than 15% shall be maintained.
- Each power amplifier with 30% spare capacity shall be provided to drive all loudspeakers during an emergency without overloading.
- All speaker lines shall be supervised for open circuit fault, short circuit fault, and short to ground fault. Upon detection, the status of the fault shall be indicated in the SCOC.

5.7.4. Power Amplifiers

Performance

- Frequency response 50 Hz – 20 kHz (+1/-3 dB, @ -10 dB ref. rated output)
- Distortion <1% @ rated output power, 1 kHz

Environmental conditions

- Operating temperature range -10 to +55 degree C
- Storage temperature range -40 to +70 degree C
- Relative humidity <95%

5.8. Emergency Call Box – Panic Button

The Emergency Call Box will enable instant direct connection to the required emergency agency – Police\Ambulance\Fire etc. – when required.
Below is a summary of Emergency Call Box points. Emergency call boxes placed in like crowded places like near to the college, bus stand shopping complex and religious places on the street lights. These boxes will be pole mounted with enclosures.

5.8.1. Solution Requirements

The primary goal of the Emergency Call box is to enable connectivity (audio / video) to emergency locations such as police, hospitals, fire department, etc.
Below are the functional requirements of this Emergency Call Box:

1 The emergency box (or panic button) will enable citizens to establish a two way audio (microphone and speaker) & camera (video camera and a video screen) communication link with Police (or / and with Authority's Disaster Management Cell or Command and Communications Center) through a press of a button.
2 Emergency/ Panic buttons to be strategically located, suitably sized and identified/clearly labeled for "Emergency".
3 The emergency feature must also be available within the mobile app which will enable the user to initiate a bidirectional audio call with Police /Command and Communications Center.
4 The unit shall preferably have a single button which when pressed, shall connect to Authority.
5 The box is expected to have Cast Iron or Steel Foundation sturdy body. IP-65 casing is expected for the housing.
6 The speaker and microphone is expected to be supported by VOIP Phone, Hands-free calling, Watertight and industrial grade equipment.
7 The CCTV Camera is expected to be IP based, Color camera with minimum D1 resolution, Day/Night mode operations.
8 CCTV camera needs to be fit at the ECB points to check the exact situation of the location at the time of Emergency call.

5.8.2. Technical Requirements

Sr. No.	Parameter	Minimum Specifications or better
1	Construction	Cast Iron/Steel Foundation, Sturdy Body for equipment
2	Call Button	Watertight Push Button, Visual Feedback for button press
3	Speaker & Microphone	VOIP Phone, Hands-free calling, Watertight and industrial
4	Connectivity	3G/4G/Ethernet/Fibre as per solution offered
5	CCTV Camera	IP based, Color camera with minimum D1 resolution, Day/Night mode operations
6	Battery	Internal Battery with different charging options (Solar/Mains)
7	Power	Automatic on/off operation
8	Casing	IP-65 rated for housing
9	Operating Conditions	0° to 50°C
10	Certification	UL/CE/EN

Section: VI – Pre- Bid Meeting

6. Pre-Bid conference

1 Pre-Bid conference of the Concessionaires shall be convened at the designated date, time and place. A maximum of two representatives of each Concessionaire shall be allowed to participate on Production of authority letter from the Concessionaire. However, attendance is not mandatory.

2 The Concessionaires need to submit the pre-bid queries at least one working day before the scheduled Pre-bid meeting, in the following format as per the deadline mentioned in section 2.1 of the RFP.

3 Maximum two person are allowed from One Agency are allowed for Pre-bid Conference.

Sr. No.	RFP Document Reference (Section No.)	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Clarification Sought	Reason for Clarification/ Change

Note: Queries without proper reasoning may not be entertained. Reasons like 'company policy' and 'industry standard' may not be considered as proper reasons.

4 During the course of Pre-Bid conference(s), The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process

Section: VII – Service Level Agreements

7. Service Level Agreement

7.1. Implementation SLAs:

These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for commissioning of the project (up to GO-LIVE). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows:

#	Duration	Penalty
1	Per Week	0.5% of the Performance Security (Maximum 10% of Performance Security permitted)

In case, the Concessionaire reaches maximum of penalty at any point of time, NMC reserves the right to invoke the termination clause.

It is clarified that in case of encashment of performance bank guarantee on account of penalty, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. B1-B2 Tender type Penalty clause will be applicable on the Concessionaire.

7.2. Post-Implementation SLAs:

1 These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.

2 Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from Corporation or through the Performance Bank Guarantee.

3 The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. NMC will have the authority to audit through tools for accuracy and reliability.

4 The upper limit of penalty would be capped at 1% of the Performance Security for each quarter. In case the calculated penalty crosses 10% penalty of the Performance Security. NMC reserves the right to invoke the termination clause.

#	Uptime SLA (Monthly)	Penalty Clause
1	**Uptime >= 99.599%**	**No Deduction**
2	**Uptime < 99%**	**(99.5%- Uptime %) of Quarterly Payment. For example if uptime of component is 95%, then penalty imposed will be 99.5%-95% i.e. 4.5% of Quarterly Payment.**

		Kindly read clause 4.11. (6), it must be read as **"The complaint needs to be resolved within 72 hours of lodging of complaint." Else penalty as per SLA will be applicable.** **(as per corrigendum 5 dated 18.01.2019)**

Note:

1. For LED luminaries:
    a. Downtime means non-working/ non-availability of LED luminaries at all locations. Uptime shall be calculated as [1- (no. of LED luminaries hours not available)/ (Total no of LED luminaries* Half of the total hours in one quarter)]. For ex, if 600 nos. of LED luminaries are deployed at various locations, and 20 LED luminaries do not work for 4 hours, the total non-working LED luminaries hours will be 20 and the uptime would be {1-(20*4/(600*90*12)}, 600 being the number of LED luminaries, for 90 days on 12 hours basis. This down time will be used for penalty calculations on quarterly basis. Actual downtime shall be obtained through CSLMS in minutes.
    b. Downtime for single LED luminary at any location should not be greater than 72 hours. For every day beyond this, penalty of Rs.200/- per LED luminary per location would be applicable in addition to penalty specified as per downtime SLA as mentioned above.
2. For Smart Street Lights and other systems:
    a. All devices have to be working and deliver the desired results. The no. of hours that the particular device/ equipment does not work will be treated as down time. Uptime shall be calculated as [1- (no. of hours the unit was not working) / (Total no of units available * Total hours in one quarter)]. For example, if 10 nos. of Smart LED are deployed at various locations, and 2 device/ units does not work for 5 Hrs., the total non-working device hours will be 10 unit hours, and the uptime would be {1-10/(10*90*11)}, 10 being the number of units, for 90 days on 11 hours basis. This down time will be used for penalty calculations on quarterly basis. The penalties would be levied for every unit down time hour– be it for non-availability of network, theft, damage etc.
3. Other Penalties
    a. It is expected that the Concessionaire should comply with all the Policy /Procedural / Regulatory Guidelines enforced by Government of India, Government of Maharashtra, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):
        i. Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of NMC.
        ii. Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.

iii. Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.

iv. For any of the breach for above-mentioned category, a penalty would be levied on the Concessionaire for every instance of occurrence if not responded as per the timelines mentioned in the table below:

Sr. No.	Type of Breach	Measurement (Unit)	Response Time (in unit)	Penalty on response w.r.t. delay /Unit
1	Information Security	Hours	1	0.2% of the Quarterly payment
2	Network & System Security	Hours	1	0.2% of the Quarterly payment
3	Guidelines	Days	7	0.2% of the Quarterly payment

b. The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire has to respond within one (1) hour of the event occurrence. If the Concessionaire responds in 02 hours 15 minutes, a penalty on pro-rata basis equivalent to (0.2% of first hour + 0.2% of Second Hour + 0.05% for 15 minutes) =0.45% would be imposed on the Concessionaire .

c. In case of more than three (3) instances of breach within a single calendar year, NMC reserves the right to invoke the termination clause along with legal action for serious offence as decided by NMC.

d. Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

Performance Parameter	Particulars	Penalty for non-achievement
Complaint Resolution	The complaint needs to be solved within 48 hours of lodging of complaint	Rs.100/lamp/day
Addressing phase failure issue	The phase failure should be resolved within same day	Rs.500/phase/day Rs.500/visit if Authority staff is engaged for resolving phase issue
Hours of operation of street lights	As per normal operating hours	Increased bill amount +100% as a penalty on this increased bill if average hours of operation per annum is more than 11 hours/day without approval of Authority.
Guaranteed savings	Concessionaire has to maintain the minimum guaranteed savings	Rs. 50,000 per month for every 1% reduction in minimum guaranteed energy saving.

4. Penalty for dimming below allowable limit (maximum Dimming allowed as per guidelines of NLC / Indian South Asian Society of Lighting Engineers)

In case the Concessionaire is found to be making dimming above as per NLC guidelines for the fixtures. For per fixture where dimming will be above as per NLC guidelines Concessionaire will be penalized Rs.100/- per fixtures.

5. Penalty for non-compliance with electrical safety related matters

In case the Concessionaire is found to be negligent in matters pertaining to electrical safety as per the requirement specified in Clause 4.10 of RFP, it shall be penalized by Authority to the extent of five times the value of actual damage caused to the street lighting infrastructure/other assets which will be ascertained by proper investigation to be undertaken by Authority.

In case the Concessionaire does not undertake electrical safety audit as per the requirement specified in Clause 4.10 of RFP, the Concessionaire shall be penalized by Authority to the extent of three times the cost of undertaking electrical safety audit as determined by Authority.

6. Penalties assessment

The Concessionaire will be required to submit, at start of every month, detailed CSLMS report capturing energy consumption at each CSLMS panel, hours of operation, details of events like phase failure, non-operational light points, etc. to Authority

Office of Authority or the third party consultant hired by Authority will conduct reconciliation of CSLMS report and DISCOM bills semi-annually and any

discrepancies observed in the savings of CSLMS report would be adjusted in the subsequent invoice of the Concessionaire.

Section: VIII – Annexures

8. Annexures

8.1. Annexure I: Templates

1. The Concessionaire is expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.
2. Envelope A shall comprise following forms:
    a. Form 1: Technical Proposal Covering Letter
    b. Form 2: Details of Concessionaire
    c. Form 3: Power of Attorney
    d. Form 6: Declaration for opening of office in Nashik
    e. Form 7: Declaration that the Concessionaire has not been blacklisted
    f. Form 8: Technical Capacity of the Concessionaire
    g. Form 9: Financial Capacity of the Concessionaire
    h. Form 10: Joint Bidding Agreement
3. Envelope B: Annexure II: Compliance Forms
    a. Form 4: Curriculum Vitae of Key Personnel
    b. Form 5: Proposed Implementation Work plan
4. Envelope C: Annexure III: Financial Proposal Templates
5. Annexure IV: Draft Agreement
6. Annexure V: Format for Report
7. Annexure VI: Format of Bank Guarantee for Performance Security
8. Annexure VII: DRAFT ESCROW AGREEMENT
9. ~~**Annexure VIII: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue**~~

8.1.1. Form 1: Technical Proposal Covering Letter

Place:

Date:

To,
Commissioner
Rajiv Gandhi Bhavan,
Nashik Municipal Corporation,
Sharanpur Road,
Nashik-422001

Ref:
RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings **and ~~Advertisement Rights on~~** Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Technical Proposal covering Letter

Dear Sir,
We, the undersigned, offer to provide the services for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and **~~Advertisement Rights~~** on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis in accordance with your Request for Proposal dated [Insert Date]. Our attached Technical Proposal is based on our full understanding of scope of work, requirements, terms and conditions and we unequivocally accept the same and shall be binding as mentioned in the RFP.

We agree to undertake the project for a period of 7 Years 9 months including implementation phase of 9 months and 7 Years of O&M in accordance with the terms of the Bidding Document.

Yours sincerely,

Signature:

Name:
Designation:
Address:
Date:
Company Seal:

8.1.2. Form 2: Details of Concessionaire (in case of consortium all member details need to be upload)

Concessionaire's Details

	Details
Concessionaire Name:	
state of incorporation:	
Address of the corporate headquarters and its branch office(s), if any, in India:	
Date of incorporation and/ or commencement of business:	
Corporate Identity Number:	

Brief description of the Concessionaire including details of its main lines of business and proposed role and responsibilities in this Project(s):

Details of individual(s) who will serve as the point of contact/ communication:

	Details
Name	
Designation	
Company	
Address	
Telephone Number	
E-Mail Address:	
Fax Number:	

Particulars of the Authorized Signatory of the Concessionaire:

	Details
Name	
Designation	
Address	
Telephone Number	
E-Mail Address:	
Fax Number:	

In case of a Consortium

The information above (1-4) should be provided for all the Members of the Consortium. Joint Bidding Agreement, should be attached to the Proposal.

Information regarding role of each Consortium Member should be provided as per table below:

Sr. No.	Name of Consortium Member	Role of Consortium Member

8.1.3. Form 3: Power of Attorney

8.1.3.1. Form 3A: Power of Attorney for signing of bid

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, we ..... (Name and address of the registered office of the Concessionaire as applicable) do hereby constitute, appoint and authorize Mr. /Ms. ..... (name & residential address) who is presently employed with us and holding the position of..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the RFP .....dated ..... issued by Nashik Municipal Corporation (NMC), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which NMC may require us to submit.

The aforesaid Attorney is further authorized for making representations to NMC and providing information/ responses to NMC representing us in all matters before NMC and generally dealing with NMC in all matters in connection with Bid till the completion of the Bidding Process.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the TD.

Signed by the within named

..... (Insert the name of the executants company)

Through the hand of

Mr. / Ms. .....

Duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executants)

(Name, designation and address of the executants)

.....

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

Name.....

Designation .....

.....

(Signature)

Name.....

Designation .....

Notes:

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants(s) in this regard.
- Also, wherever required, the executants(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants(s).

8.1.3.2. Form 3B: Power of Attorney for Lead Member by other members of the Consortium

(On Non- Judicial Stamp paper of appropriate value to be purchased in the name of Consortium)

Know All Men By These Presents That We, the Members whose details are given hereunder..... have formed a Consortium and having our Registered Office(s)/ Head Office(s) at ..... (Hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Lead Concessionaire") to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in Bid for _____, as per the scope of work stipulated therein for which Bids have been invited by the Nashik Municipal Corporation (NMC), to undertake the following acts:

(i) To submit Bid, participate and correspond in respect of the aforesaid Bid on behalf of the "Consortium".

(ii)To negotiate with NMC the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the contract with the NMC ("Contract") for and on behalf of the "CONSORTIUM".

(iii) To do any other act or submit any document related to the above.

(iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

(v)To submit the performance security or additional performance security in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Concessionaire shall ensure performance of the Contract and if either of the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this power of attorney shall remain valid, binding and irrevocable till completion of the Contract period i.e., _____ from the date of execution of the Contract.

The consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Concessionaire quotes in the Bid, negotiates and signs the Contract with the NMC and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium members as if done by itself.

In Witness Thereof, the members constituting the Consortium as aforesaid have executed these present on this ..... day of .....two thousand eighteen.

For and on behalf of the member of the Consortium
1.....

2.....

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this power of attorney for the delegation of power hereunder on behalf of the executant(s).

8.1.4. Form 4: Curriculum Vitae of Key Personnel

The Concessionaire shall provide a team of professional comprising following Key Personnel, dedicated for the Project. :

#	Key Personnel	Required Experience
1	Project Manager(1)	More than 7 Years of experience in the energy/ street light management sector, and having worked for at least one street light network system project in a town or an area of the town covering street lights of 9,000, managing operation & maintenance and management of the project for at least 2 year
2	Site Engineer (3)	More than 3 years of experience in the energy/ street light management sector, and having worked for at least one street light network system project in a town or an area of the town covering street lights of 1,000, managing operation & maintenance and management of the project for at least 1 year
3	Call Centre Executive – Complaint Redressal (1)	More than 5 years of experience in the customer services for a utility projects.

The Concessionaire shall provide curriculum vitae of these key personnel in the format provided below. Over and above these, adequate number of technicians, Street Light Workers and any other resources would be provided as approved by Independent Engineer.

Curriculum vitae (CV) format to be submitted with application for qualification

1	**Proposed Position**	
2	Name Of Staff	
3	Date Of Birth	
4	Nationality	
5	Personal Address	
6	Telephone No	
7	Fax No	
8	E-Mail Address	
9	Educational Qualification	
10	Other Training :	
11	Languages And Degree Of Proficiency	Languages / Speak / Read / Write
12	Membership In Professional Associations	
13	Professional Experience	
14	Work Experience In The Relevant Field For The Project	

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	Employing organization and title / position	Country	Summary of activities performed

DETAILED TASK ASSIGNED	
TASK	**PROJECTS HANDLED**

Experience on relevant projects/assignments	
Name of Project: Year	
Month and Year (From and To)	
Location	
Client	
Main Project features	
Position held	
Activities performed	

I, the undersigned, confirm that

1. To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
2. I am not employed by the NMC

I understand that any willful misstatement in this CV may lead to my disqualification or dismissal, if engaged.

[Date]
(Name of Key Personnel)

Countersigned by-

(Signature of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name and seal of the Concessionaire)

8.1.5. Form 5: Proposed Implementation Work plan

Sr. No.	Activity	Months*													
		1	2	3	4	5	6	7	8	9					
1															
2															
3															
4															
5															
6															
7															
8															
9															
.															
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Indicate all main activities and drill down to sub-activities of the assignment, including delivery of reports and other benchmarks.

* -- Duration of activities shall be indicated in the form of a bar chart.

8.1.6. Form 6: Declaration for setting-up of office in Nashik, Maharashtra

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and **~~Advertisement Rights~~** on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Bid Reference No:

Sub: Undertaking for setting up of an Office in Nashik/Maharashtra

Dear Sir,

We here by undertake that:
We shall set-up office in Nashik within 1(one) month in case we are declared successful in the bidding Process.
We have carefully read and understood the entire Bidding document. We do agree to all the terms and conditions mentioned in the Bidding Document.

Yours faithfully,

Signature:

Name:

Designation:

Address:

Date:

Company Seal

8.1.7. Form 7: Format for Declaration by the Concessionaire for not being blacklisted/Debarred/terminated

(In case of Consortium, to be provided by all the members of the Consortium)

(On the non-judicial stamp paper of appropriate value)

Place:

Date:

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. _____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and ~~**Advertisement Rights**~~ on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

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

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed/ terminated by any Central/State Government/ PSU entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on date of submission of the Bid.

In the event of any deviation from the factual information/ declaration, NMC reserves the right to reject the Bid or terminate the Contract without any compensation.

Thanking you.

Yours faithfully,

_____

Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone &Fax:
E-mail id:

8.1.8. Form 8: Technical Capacity of the Concessionaire

#	Particulars	Details of the project
1	Name of the project	
2	Name of the project Corporation	
3	Entity claiming for the Technical Capacity – Concessionaire/ Associate	
4	If in case of Associate, then the relationship with the Concessionaire and details (Attach extra sheets, if necessary)	
5	Client name	
6	Period of the project construction and commencement	Construction period – from dd/mm/yyyy to dd/mm/yyyy Project commencement date – dd/mm/yyyy
7	Location	/
8	Project cost (Rs. crore)	
9	Project scope Role played by the Concessionaire / Associate	
10	Equity holding of the Concessionaire/ Associate in the project executing company/ consortium	
11	Certificate provided by the Concessionaire/ Associate	

Instructions:

1 The Concessionaire is expected to provide information in a format provided above for a project, matching Qualification criteria as stipulated in Clause 2.4, of this RFP Document.

2 Certificates from the Concessionaire's statutory auditor or the client concerned must be furnished for the project. In jurisdictions, that do not have the statutory auditors, the auditors who audit the annual accounts of the Concessionaire should provide the requisite certification.

It may be noted that, in case of an absence of the proper certificate, as mentioned hereinabove, the information would be considered an inadequate and would lead to the exclusion of the project, in determining the Technical Capacity of the Concessionaire.

8.1.9. Form 9: Financial Capacity of the Concessionaire

(on CA letterhead)

Average Annual Turnover

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

Sr. No.	FY	Turnover **in INR Lakhs**
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Turnover	INR _____ Lakhs

Average Net worth

Annual Net worth of the Firm for the last three financial years 2014-15, 2015-16, 2016-17 along with balance sheet for last three years.

Sr. No.	FY	Net worth **in INR Lakhs**
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Average Net worth	INR _____ Lakhs

(Signature of Authorized Person with Seal)
(With Member ship Number)
Date:

Signature of Chartered Accountant
Date:

8.1.10. Form 10: Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20... (The Jt. Bidding Agreement)

AMONGST

1. ,..... Limited, a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the First Part which expression shall, unless repugnant to the context include its successors and permitted assigns);

And

2. ..... Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the Second Part which expression shall, unless repugnant to the context include its successors and permitted assigns)

   The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the Parties and each is individually referred to as a Party.

WHEREAS,

A. The Nashik Municipal Corporation hereinafter referred to as NMC has invited Bids by its Request for Proposal Tender No. ..... dated ..... (the RFP) for Appointment of the Concessionaire for Implementation of NMC Street Light Project on DBFOMMT basis (the Project);
B. The Parties are interested in jointly bidding for the Project as Consortium Members (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**
   In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. **Consortium**
   The Parties do hereby irrevocably constitute a consortium (the Consortium) for the purposes of jointly participating in the Bidding Process for the Project.
   The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

3. **Covenants**
   The Parties hereby undertake that in the event the Consortium is declared the Preferred Concessionaire and awarded the Project, for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. **Role of the Parties**
   The Parties hereby undertake to perform the roles and responsibilities as described below:
   a. Party of the First Part shall be the Lead Consortium Member of the Consortium and shall have the power of attorney from Second Part for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Effective Date under the Concession Agreement when all the obligations shall become effective;
   b. {Party of the Second Part shall be _____.}

5. **Joint and Several Liability** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire's obligations under the Concession Agreement.

6. **Representation of the Parties**
   Each Party represents to the other Parties as of the date of this Agreement that:
   a. such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and NMC to enter into this Agreement;
   b. the execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Joint Bidding Agreement for the delegation of power and NMC to execute this Joint Bidding Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
      i. require any consent or approval not already obtained;
      ii. violate any applicable law presently in effect and having applicability to it;
      iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
      iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
      v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
e. **Each Party shall convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;**
f. **Each party shall commit to the minimum equity stake to be held by each member;**
g. **Lead Bidder shall hold at least 51% of the paid up and subscribed equity of the SPV and the remaining shall be divided between the other Consortium Members**
(as per corrigendum 5, dated 18.01.2019)

7. **Termination**
This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Selected Concessionaire, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

8. **Miscellaneous**
This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD CONSORTIUM MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART
(Signature)

(Name)
(Designation)
(Address)

In the presence of:
1.
2.

Notes:

1. *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and NMC to execute this Agreement on behalf of the Consortium Member.*

8.2. Annexure II: Compliance Forms

Sr. No.	CSLMS Validation for 3-phase and single phase	Available	
		Yes	No
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).		
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons		
	a. Display live status of the switching points		
	b. Live readings of energy consumption details (meter packets) with current time stamps.		
	c. Configure or reset the timings etc.		
	d. Page/screen with GIS mapping		
	e. Page/screen with power failure information		
	f. Page/screen with lamp failure details		
	g. Page/screen for reports		
3	Operation Features		
	a. GPRS /GSM		
4	Timer Operation — Refer Test Methodology		
	a. On/off operation of switching point		
	b. Time setting operation — Set the RTC		
	c. Scheduling the ON and OFF timings		
	d. Check the real time or present status of the switching point.		
	e. Reset the unit — Time		
	f. Auto Recovery after power failure		
5	Meter Operations		
	a. Meter readings are reflected in the server		
	b. Periodicity of Meter Packet should be configurable from server		
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power		
6	Reports Downloading		
	a. Energy saving report - yearly, monthly, weekly or daily basis		
	b. Error reports — No of lights off and Panel Door Opened with Timing etc.		
	c. Power failure report etc.		
7	Time Sync/Auto synchronization in case of time skip		
8	Fault Detections in terms of failures for the followings with inclusive SMS alerts		
	a. Number of lights in glowing and non- glowing		
	b. High/low voltage		
	c. Overload on the phases		
	d. Theft alerts		
	e. Group failure of lights		
	f. No output supply		
	g. Power Failure		
9	CSLMS System Battery		

	a. Battery performance in case of Power Failure		
	b. Batter backup or UPS backup of 12 hrs. (Minimum)		
	CSLMS System Hardware:		
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement		
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)		
	c. Proper Earthing System		
	d. IP 55 or 65 for complete CSLMS system		
	e. Single Phase system - 5kVA		
	f. Three Phase system – 10kVA		
	g. Emergency on/off switch		

Sr. No.	Specification	Compliance (Yes/No)
1	Ability to control group based light on commands and policies	
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	
7	The smart street lighting system should be able to operate at any weather Conditions	
8	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be Zig Bee, Lora and IEEE 802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.	
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as	

Sr. No.	Specification	Compliance (Yes/No)
	per the command received from the Lighting Operations Management software	
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	
14	The city administration should be able to operate the Smart Lighting System manually too.	
15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	
16	The smart lighting system is preferably a combination of LED lights and sensors	
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	
18	The controller should be able to operate autonomously as per the defined schedules and light level sensors	
19	Should enable Over the Air (OTA) firmware update	
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	
21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	
22	At any time, these policies can be overridden by human intervention with the system	
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	

Sr. No.	Specification	Compliance (Yes/No)
25	The sensor firmware should be upgradable from the central location.	
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	

8.3. Annexure III: Financial Proposal Template

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik - 422001

RFP No. ____ dated _____ for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings and ~~Advertisement Rights~~ on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Subject: Financial Proposal

Dear Sir,

We hereby offer to Implementation, Operation and Maintenance of Smart LED Street Lights in Nashik at locations mentioned in this RFP for 7 Years 9 months of period mentioned in the RFP, as per terms and conditions as described in this RFP.

Table- 1

S no.	Particulars	Bid Quote
A	Guaranteed Monthly Energy Savings with maintaining required Lux level as per table no. 1 in %. *Minimum Quote of* ***55%*****(as per Corrigendum 1 dated 11.12.2018)** *(In percentage)*	A
B	Nashik Municipal Corporation (NMC) share out of the overall Monthly savings in % *(Minimum Quote of 5%) (In percentage)*	B
C	**Minimum Monthly Energy Savings to NMC (in INR)**	**A*B*Unit Rate*Baseline Consumption**
	Note	
	Evaluation criteria will be solely on Highest Bid Parameter (C) and Highest Energy saving.	

	Details of Energy saving from individual pillar will be amicably decided as follows. 1) Actual energy consumption reading (pillar wise) will be taken before & after replacement of LED Fitting for consecutive 3 days considering more than 98% street lights working, with third party certification. 2) If actual energy saving percentage found above than committed (Guaranteed) energy saving percentage, then NMC sharing will be considered on higher saving percentage. 3) If actual energy saving percentage found below than committed (Guaranteed) energy saving percentage, difference between committed & actual energy saving will be recovered from bidder as per the tariff rates mentioned in the bid (Remuneration Fee) 4) **The revenue shared with the Nashik Municipal Corporation should be exclusive of GST. That is, it is after deducting the GST component. GST has to be paid by the bidder separately to the tax authorities.(as per corrigendum 3 dated 21.12.2018, it was clarified that, "Concessionaire need to share the tax free revenue to NMC. Total tax component need to be paid by the concessionaire only")** 5) Bidder has to prove by demonstration to NMC officials guaranteed energy savings with LUX levels mentioned in RFP Guidelines without any dimming, without any Change in NMC infrastructure failing with bidder would be disqualified"

Buyback Offer for existing Sodium Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B
1	70 w	28056		
2	150 w	28731		
3	250 w	8841		
4	400 w	1817		
5	T5 96W	8010		
			Total	

Buyback Offer for existing LED Light Fixtures mounted on pole.

Sr. No.	Type of Sodium Light Fixtures	Quantity (A)	Unit Amount (Rs.) (B) (inclusive of all taxes)	Total Amount (Rs.) (inclusive of all taxes) C = A * B

1	45 w	**3522 (as per corrigendum 3, dated 21.12.2018)**		
2	60 w	**9481(as per corrigendum 3, dated 21.12.2018)**		
3	90 w	2976		
4	120 w	580		
			Total	

***Note**: Buy back offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the buy-back amount.*

Capex Cost of Smart LED Light Fixtures and Annual O&M cost per fixture with warranty period.

Sr. No.	Type of Smart LED Light Fixtures	Cost per fixture (In Rs.) (inclusive of all taxes)	Annual Operation and maintenance Cost (in Rs.) (inclusive of all taxes)	Warranty Period per fixture
1	45 w ±_5%			
2	60 w ±_5%			
3	90 w ±_5%			
4	120 w ±_5%			

5	210 w ±_5%			

***Note**: Capex and O&M per fixture offer will not be considered for the financial evaluation of Concessionaires. However, it is compulsory for the Concessionaires to quote the Capex and O&M per fixture amount. This offer will be for installation smart LED after the implementation of 92014 Fixtures, if NMC required more Smart LED for installation.*

Yours faithfully,

Authorized Signatory

Name & Designation :

Date :

Seal :

Business Address:

8.4. Annexure IV: Draft Agreement

This energy savings performance contract (hereinafter called the Concession Agreement) is made on the ____ day of _____, 20__ at _____by and amongst:

1 Nashik Municipal Corporation, having its headquarters at _____ through its _____, hereinafter referred to as **NMC**;

And

2 _____, a company registered under Companies act 1956/2013, having its registered office at _____, herein after referred to as the **Concessionaire**

NMC, NMC and the Concessionaire are hereinafter referred to individually as a Party and collectively as the Parties.

WHEREAS:

a. Nashik Municipal Corporation (NMC) operates the street lighting infrastructure in the city of Nashik and wishes to enter into a Concession Agreement with the Concessionaire. The Concessionaire will undertake the work of replacement of existing street lights in the Pan City area of Nashik City, with energy efficient smart LED street lights, installation of control systems along with operation & maintenance for a Concession Agreement period of 7 Years 9 months (the Project) including installation period of 9 months (extendable by 3 months with prescribed penalty clause) and remaining for O&M and energy savings payment from the Effective Date.
b. The Project area comprises of total of 92014 luminaires in place being operated by 1574 switching points/ feeder panels.
c. The Concessionaire submitted a bid in response to the request for proposal issued by NMC. The concessionaire has also given Live Demonstration of LED lamps & proposed CSLMS system which has met the technical specifications.
d. NMC has invited the Concessionaire to enter into this Concession Agreement.
e. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement.
f.
    a. Conditions of Contract
    b. Scope of Services
    c. Technical Specifications of the Project
    d. Baseline energy consumption
    e. Format for weekly reporting of fixture replacement
    f. Service Level Agreement
    g. Letter of Award and
    h. Results of Live Demonstration

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Concession Agreement to be executed on INR ____ stamp paper by their duly authorized representatives on ____ day of _____, 20__.

For and on behalf of the Nashik Municipal Corporation	
Name: _____ Designation: Commissioner	
In the presence of	
Witness Sign: Name: Address:	

For and on behalf of the Concessionaire	
Name: _____ Designation: _____	
In the presence of	
Witness Sign: Name: Address:	

NOW THEREFORE, the Parties agree as follows:

1. Definitions and interpretations

In this Concession Agreement (including the recitals and schedules), the following words and expressions have the following meanings:

Authority - Municipal Commissioner, acting on behalf of Nashik Municipal Corporation (NMC)

Commissioning Certificate will be issued by NMC against the installation, verification and testing of all the proposed street light technologies and infrastructure along with CSLMS panels.

Consent - means any permit, approval, authorization, agreement, no objection certificate, waiver or license which is required to be obtained by the Concessionaire in order to perform the Services.

Concession Agreement – this energy saving performance contract entered into between NMC and the Concessionaire on the date hereof, including the recitals and schedules, as may be amended from time to time by the Parties.

Concession Agreement Officer – An officer who has been dully authorized on behalf of NMC

Concessionaire –The Selected Concessionaire who is responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project.

Concessionaire Representative - the person appointed by the Concessionaire to represent the Concessionaire and communicate with **Nodal Officer.**

Corrupt Act – the act of promising, giving, receiving, or agreeing to receive money or some other item of value with a corrupt aim, or perceived aim, of influencing a public official in the discharge of his official duties; and acts giving rise to criminal liability under Indian Laws

Day- Day means a calendar day

Delay Liquidated Damages - means an amount per week of delay calculated in accordance with Section VII of the RFP in the event the Services are not completed in accordance with the Timeline.

Effective Date – the date on which this Concession Agreement and all of its schedules are signed by the duly empowered representatives of all the Parties.

Energy Baseline - has the meaning given in clause 4.9 of RFP.

Energy Conservation Measures (ECSLMS) – the installation of new equipment, modification or alteration of the Existing Lighting Infrastructure by the Concessionaire at the Concessionaire's cost, in the city of Nashik, or revised operation and maintenance procedures to reduce energy and maintenance costs by improving efficiency of use.

Energy Savings - Energy savings is a reduction of energy consumption or electrical demand resulting from the Concessionaire's ECSLMS taking into considerations quality of power supply.

Engineer In charge – Nominated authorized person of NMC.

Existing Lighting Infrastructure - all NMC owned street lighting equipment and apparatuses, including, but not limited to, poles, cables, wires, lighting fixtures, fittings, ballasts, lamps, tubes, switching devices and timers within the Project Area.

Force Majeure Event - has the meaning given in clause 29 of this agreement.

Laws – all current or future applicable Indian laws, administrative regulations, local regulations, regulations on the exercise of autonomy, special regulations, rules, judicial interpretations and other regulatory documents with legal binding force or any compulsory requirement.

Lender – any agency/ person providing financing to the Concessionaire in relation to this Project.

Nodal Officer: Authorized representative representing the Office of Authority.

Operation and Maintenance (O&M) – all the activities required for operation and maintenance of the street lighting fixtures handed over to the Concessionaire within the Project Area including, but not limited to, those required for meeting the lighting standards specified in this Concession Agreement.

Performance security – has described in Clause 31 of this agreement.

Project – has the described given in the Recitals.

Project Area – has the described given in the Recitals.

Services – the services to be performed by the Concessionaire pursuant to this Concession Agreement and described in Section IV of the RFP.

Term – the period starting on the Commencement Date and ending on the eighth (8th) anniversary of the Commencement Date, as may be extended in accordance with section 4 of RFP, or on the Termination Date, whichever is earlier?

Year- means the financial year beginning on the 1st day of April and ending on the 31st day of following March.

2. Interpretations

In this Concession Agreement, unless the context otherwise requires,

a) the words "include" and "including" are to be construed without limitation;

b) Energy Efficiency and EE will be used interchangeably in the document hereafter.

c) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

d) the Schedules to this Concession Agreement form an integral part of this Concession Agreement as though they were expressly set out in the body of this Concession Agreement;

e) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as executed, amended, varied, supplemented, modified or suspended at the time of such reference;

f) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Concession Agreement from or by any Party shall be valid and effectual only if it is in writing under the

hands of duly authorized representative of such Party in this behalf and not otherwise;

g) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

h) "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

i) The documents forming part of this Concession Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Concession Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order set out hereunder:
   - this Concession Agreement
   - all other documents forming part of this Concession Agreement

j) The tables of contents and any headings or sub-headings in this Concession Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Concession Agreement.

3. Concession Agreement Documents

This Concession Agreement is the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the Parties.

4. Term and commencement

4.1. Effective Date and Term

This Concession Agreement comes into effect on the Effective Date and expires on the eight (8th) anniversary of the Effective Date (the "Term"), unless terminated earlier pursuant to Clause 34 of this agreement or extended in accordance with clause 4.3 of this agreement.

4.2. Conditions Precedent

The Parties shall ensure that the following conditions are met as soon as possible following the Effective Date:

a. The Concessionaire has paid a fee in Indian Rupees equivalent to INR ..... (Rupees ..... Only) as an earnest money deposit (submitted at the time of RFP stage). The same shall be returned to Authority within 15 (fifteen) days of receipt of performance Security (of _____ %of the Contract Amount) from the Concessionaire.
b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)
c. NMC shall provide the Concessionaire with an authorization letter granting the Concessionaire the access to the Existing Lighting Facilities/infrastructure.

4.3. Extension of Term

NMC on receiving request from the Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement. The Concession Agreement Period would be 7 Years 9 months including implementation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment. After the end date of Concession Agreement, the Concessionaire will not be eligible for any payment except the pending payment of contract duration.

5. Services

5.1. Scope of Services

Without prejudice to any other provision of this Concession Agreement, the Concessionaire shall carry out the Services set out in Section 4 of RFP within the Project Area and undertake the other obligations to be performed by the Concessionaire as further described in this Concession Agreement from the Commencement Date and until the end of the Term.

5.2. Extension of the Scope of Services

In view of the continuous development of the city, the Concessionaire may be asked to install additional street lights and CSLMS panels and connect the same to overall CSLMS system. In case of such additions after commissioning of the project, Concessionaire need to provide fixture capex and cost for O&M per year wattage wise as per asked in the financial format.

Undertakings

The Concessionaire undertakes the following:

a) The provision of the Services shall not contravene any Law of the Country and shall comply with all Laws;

b) The Concessionaire shall perform and complete the Services in a professional, timely, safe and environmentally responsible manner and comply with the safety, health and security regulations in force in India and the State of Maharashtra;

c) The Concessionaire shall use appropriate, advanced and proven technology, software and information systems; and

d) The Concessionaire shall carry out its obligations under this Concession Agreement in a manner which is consistent with Indian standards, international best practices, methods, techniques, skills, diligence and prudence which are generally expected from a Concessionaire with similar obligations.

6. NMC's Responsibilities

6.1. Access

NMC shall be responsible for providing the Concessionaire with, free of charge, on and from the Effective Date, access to all the information and data with regards to, the Existing Lighting Infrastructure and all land in the Project Area whose access is required for the performance of Services and in respect of which NMC has control. Access to the Existing Lighting Infrastructure and the land within the Project Area shall confer on the Concessionaire a right to only use the Existing Lighting Infrastructure and the land necessary to enable the Concessionaire to carry out the Services.

The Concessionaire will be provided with a small place in each zone with basic infrastructure where the Concessionaire will make available a person with amenities like computer, printer, phone, complaint register, etc. during working shift timings to register complaints regarding street lighting. These complaint handling centers will be connected to NMC's existing Complaint Management System and such centers should become fully operational within 30 days of allocation of such space by Authority.

If NMC removes any particular pole or fixture after commissioning, the Concessionaire shall be entitled for the Energy Savings Fee that would have arisen out of the energy savings pertaining for such fixture for the remaining life of the Project. If access to any particular pole or fixture is not provided by NMC to the Concessionaire during O&M phase; the Concessionaire shall be entitled to the Energy Savings Fee for the fixtures that would have arisen out of the energy savings pertaining to such fixtures for the amount of time when access was not provided.

6.2. Assistance to Concessionaire

If requested by the Concessionaire, NMC shall facilitate the Concessionaire in a timely and expeditious manner with the following:

a. Obtaining all the consents necessary for the Services (excluding the qualifications that the Concessionaire should already possess) such as construction permits, permits for temporary suspension of water, power or traffic, etc.
b. Protecting underground pipelines, buildings and structures (including historic relics) and trees located on or close to the Project Area
c. Consulting with the Concessionaire if any construction or installation project implemented by NMC or other local public entity in the city of Nashik may have direct or indirect impact on the Concessionaire
d. Obtaining MSEDCL's full cooperation during the Term of the Concession Agreement.

However, the Concessionaire has to arrange all the machineries and equipment required for the implementation of the project at its own expense. Also the Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.3 Lux level measurements

At random during project operation, NMC official shall ask Concessionaire to demonstrate the lux level of operating LED fixture to check compliance with the data recorded during live demonstration. Under such case, Concessionaire will have to install the LED fixture at the site of live demonstration and verify the lux level. If, during such test it is found that lux level has fallen below the minimum required average lux level and uniformity ratio, Concessionaire at its own cost will have to replace all the LED fixtures with similar wattage as per the direction of Engineer In charge. Also, the average lux level and uniformity ratio measured, for the existing street light fixture, during the live demonstration will be binding throughout the project term.

6.4 Operation and maintenance

NMC shall be responsible for the O&M of all the identified switching points and street lighting fixtures until the same are handed over to the Concessionaire.

The Concessionaire's Responsibilities

7.1. Energy Baseline Determination

NMC has provided a snapshot of energy consumption baseline conditions of street lighting under its jurisdiction in clause 4.9 of the RFP. Assuming 100% of the street lights are in operation and the average operating hours of the street lights is 11 hours/ day.

The baseline defined in clause 4.9 of the RFP is for existing condition of street lighting system in Nashik. However, actual baseline during the installation period (i.e. from the start of project to complete installation) may vary by ± 15% in terms of number of light points as well as electricity consumption. The Concessionaire may be asked by NMC to install/ uninstall light points during the time of implementation and subsequently, the baseline will be modified on the completion of installation of LED lights. This modified baseline will be considered for assessment of energy savings throughout the concession period for verifying the actual saving.

The Concessionaire, immediately from the Commencement Date, shall undertake field survey of street lighting systems to identify the fixtures for replacement. The Concessionaire has to perform this task in parallel to other activities and no additional time will be provided for this activity.

7.2. Services

The Concessionaire shall execute the services to be provided in accordance with scope of work.

7.3. Timeline for implementation of the project

The Services to be performed by the Concessionaire has been classified into two tasks. The Concessionaire has to adhere to the stipulated timelines as mentioned hereunder:

Task 1: Replacement of existing luminaires (within municipal boundary of Nashik Municipal Corporation) with LED luminaires (including LED lamp, driver and Luminaire) and installation of (CSLMS) – This activity shall be completed within 9(nine) months from the date of signing of this Concession Agreement.

Task 2: Undertake comprehensive operation and maintenance of street lighting network – This activity shall commence from the date of issue of satisfactory Installation, Testing and Commissioning certificate of all LED Street lights from Engineer-in-charge (i.e. only after complete installation in any particular zone) and shall continue for 10(ten) consecutive years from the effective date of signing of this agreement.

7.4. Extension of Implementation Timeline

Notwithstanding the clause 4.3, if the Concessionaire does not have access to part or the whole of the Existing Lighting Infrastructure for any reason, including, but not limited, to a Force Majeure Event (as defined in clause 29 of this agreement) for any period of time during the Term, then the Concessionaire shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for such period of time when the Concessionaire does not have access to all the Existing Lighting Infrastructure in the Project Area. Also, the timeline shall be extended for an equal period of time during which the Concessionaire didn't have access to all the existing Lighting Infrastructure.

7.5 Safety: Concessionaire has to take adequate major for electrical safety of the systems.

Once the street light to system is handed over to Concessionaire, up to the end of the Concession period, Concessionaire will be solely responsible for any type of electrical accident (Fatal/non-fatal) and related legal and financial Consequence responsibilities shall be borne by Concessionaire.

8. Asset Ownership

8.1. Existing lighting fixtures

NMC shall at all times during the Concession Agreement period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

The Concessionaire will not be held liable for lighting infrastructure existing prior to the date of commissioning of LED luminaires and CSLMS panels or arising from any event or circumstance that occurred prior to the date of commissioning.

The Concessionaire shall ensure the proper recording of the dismantled conventional fixtures, as per format attached at Annexure IV, to office of Authority at least on weekly basis.

8.2. Newly installed equipment and systems

The Concessionaire shall remain the owner of the LED luminaires and CSLMS panels installed by it during the term. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. This LED luminaires and CSLMS panels installed by Authority under this contract shall be free of any lien and should have paid all applicable taxes. At the end of the Term, the Concessionaire shall submit to Authority a list of all the equipment, fittings or other items that were replaced during the Terms.

The essence of this Concession Agreement is to keep all the street lights 'ON' and as such any nonfunctioning of street light fixtures/feeder panels/poles will be adversely reflected on the performance of the Concessionaire. Hence it will be in the interest of the Concessionaire to identify & attend to the faults & keep the lights 'ON' in a safe manner. The Concessionaire should employ only qualified and experienced personnel

& use proper instruments, take adequate precautions, use good quality material, have proper supervision and maintain proper complaint management and public relations.

The Concessionaire should monitor the electrical load on each phase and each circuit in the panel & also maintain load balance equally on all the phases. He should never allow any circuit to be overloaded.

The material used for the work shall be new & of best quality available and work should be carried out with best workmanship. The material used and works carried out shall conform to the relevant Electricity Act 2003 as amended and rules of Bureau of Indian standards.

At the expiry of the Term/termination of the concession agreement, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed shall be vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS panels, along with CSLMS bill of material, to NMC.

10. Termination

10.1. Termination events

This Concession Agreement shall terminate:

a) due to a Force Majeure Event in accordance with clause 29;
b) due to a NMC/ Event of Default in accordance with clause 11 and
c) due to a Concessionaire Event of Default in accordance with clause 12;

11. NMC Event of Default

The following events, provided that they are not caused by a Concessionaire Event of Default or a Force Majeure Event and are not cured within sixty (60) days following the issuance of a notice from the Concessionaire, shall constitute a "NMC Event of Default" and the Concessionaire shall be entitled to terminate this Concession Agreement:

a) NMC fails to deposit monthly electricity bill or any other payment in the Escrow Account, for more than 1 months from its collection;

12. Concessionaire Event of Default

The following events, provided that they are not caused by a NMC or Authority Event of Default or a Force Majeure Event and are not cured within sixty (60) days or within specified timelines, following the issuance of a notice from NMC, shall constitute a "Concessionaire Event of Default" and Authority shall be entitled to terminate this Concession Agreement:

a) The Concessionaire made any representation or warranty that was incorrect when made in the bid or during the Concession Period;
b) Liquidation or insolvency of the Concessionaire;
c) Transferring the Services in violation of this Concession Agreement;

d) The Concessionaire has been convicted of a fraud and corrupt practices ;
e) The Concessionaire is in material breach of any of its obligations under this Concession Agreement;
f) NMC or Authority determines that the Concessionaire has, directly or indirectly, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the bidding process for this Project; and
g) The Concessionaire's failure to pay the Delay Liquidated Damages as per Section VII of the RFP.

Notwithstanding the above provisions, failure by the Concessionaire to issue monthly reports, daily reports and annual electrical safety energy audit report in accordance with clause 29 of this Concessionaire agreement shall automatically constitute a Concessionaire Event of Default without having to wait for the end of the sixty (60) days cure period.

13. Termination Procedure

13.1 Termination of this Concession Agreement by Authority

Authority may terminate this Concession Agreement by giving a termination notice to the Concessionaire if a Concessionaire Event of Default has occurred and continued for more than sixty (60) days or within specified timelines after Authority notified the Concessionaire of such Concessionaire Event of Default.

13.2 Termination of this Concession Agreement by Concessionaire

The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days after Authority has received a notice from the Concessionaire mentioning the Authority Event of Default and requesting Authority to remedy such Authority Event of Default.

14. Termination Payments

14.1 In Case of Force Majeure Event

Post the Force Majeure Event, the parties will have two options:

(a) Continuation of the Contract: After a Force Majeure event, both parties may mutually agree for continuation of the Contract. The Concessionaire shall have the right to two remedies under this option. 1) Recovery of costs of damaged assets through insurance claim, and, 2) equal sharing of costs of restoration of damaged assets between the Authority and the Concessionaire as duly certified by a reputed auditor appointed by the Authority. No additional compensation may be payable by the Authority on any account including loss of income.

(b) Termination of the Contract: After a Force Majeure event, both parties may mutually agree for termination of the Contract. Both parties shall have the right to a remedy under this option. 1) Equal sharing of the recovery of costs of damaged assets through insurance claim, and, 2) payment of 50% of the Book value of the surviving assets by the Authority to the Concessionaire as duly certified by a reputed auditor appointed by the Authority. The Concessionaire agrees and undertakes to transfer the title and ownership of the assets including the equipment constructed or systems installed up to the Termination Date, utilized by it for provisioning of Services under this Agreement within a period of 30 days.No additional compensation may be payable by the Authority on any account including loss of income.

14.2 In case of Concessionaire Event of Default

If transfer of Assets happens before the expiry of term due to a Concessionaire Event of Default, then no payment will made to Concessionaire and all the equipment constructed or systems installed by Concessionaire up to the Termination Date will be forfeited.

14.3 In case of NMC's Event of Default

(a) If transfer of Assets happens before the expiry of term due to a NMC Event of Default, the Authority shall pay the Concessionaire 100 percent of the book value in relation to such assets including the equipment constructed or systems installed up to the Termination Date, as duly certified by a reputed auditor appointed by the Authority.

15. Transfer

Minimum six (6) months before the end of the Authorisation Period, the Parties shall discuss whether this Concession Agreement shall be renewed or not. If the Parties decide not to renew the Concession Agreement, then all the then Existing Lighting Infrastructure as may have been upgraded and maintained by the Concessionaire shall be transferred to NMC free of charge on the day immediately following the end of the Term.

During the Exit Management Period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the clause 34 of this Concession agreement including the ones being upgraded.

The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of term, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide notice in writing on the Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

16. Employees and training

NMC shall remain the principal employer of the Nashik Municipal Corporation employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions to be agreed upon between the Parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

The Concessionaire will organize training program at NMC office wherein the Concessionaire will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of Concession Agreement period on the operation, maintenance and repair of the equipment and systems installed by the Concessionaire

The Concessionaire's personnel, representatives or other members of the Consortium shall be under the complete control of the Concessionaire and shall not be deemed to be employees of NMC in any case.

17. Delay liquidated damages

Where the Concessionaire fails to complete the Services within the Timeline provided under clause 7.3 and 7.4 of this agreement, Authority shall be entitled to apply Delay Liquidated Damages as follows:

18. Limitation of Liability

Neither NMC nor the Concessionaire shall be liable to the other under this Concession Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the other Party unless otherwise specified in this Concession Agreement.

Unless this Concession Agreement provides otherwise, no approval, expression of satisfaction, comment, review, payment or certificate whatsoever made or given (or any failure to make or give the same) by NMC/Authority its employees under this Concession Agreement, shall relieve the Concessionaire of any of its obligations, risks or liabilities under this Concession Agreement.

19. Third party claims

19.1 Indemnification

The Concessionaire shall indemnify and hold NMC and Authority and its employees harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or willful misconduct of the Concessionaire, any Sub Concessionaire or their employees, in respect of the following:

a) the death or injury of any person;
b) loss or damage to any property, real or personal; and
c) Third party losses and claims.

19.2. Handling of Claims

If any proceedings are brought or any claim is made against NMC or Authority in relation to the performance of the Services by the Concessionaire, or any of its employees, NMC or Authority shall promptly notify the Concessionaire and set out full particulars of the claim. The Concessionaire shall conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims at its own expense and on behalf of NMC or Authority and with Authority's assistance.

20. Settlement of disputes

20.1 Consultation

Both Parties must agree that in the event any dispute, controversy or claim arising between the Parties out of, under or in connection with this Concession Agreement, or in the interpretation of any of its provisions, including any question regarding its existence, validity or termination, the Parties shall meet promptly on the request of either Party in an effort to resolve such dispute, controversy or claim through consultation in an amicable manner. If a settlement is not reached then the matter shall be referred to NMC, Nashik for seeking their advice. Pursuant to this clause within thirty (30) days of the said request, the Parties shall refer their dispute to Arbitration.

20.2 Arbitration

Any dispute or difference whatsoever arising between the Parties to this Contract arising out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator i.e. "The Commissioner of NMC". The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, India. The language of the Arbitration proceedings and that of all documents and communications

between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

21. Taxes and duties

Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement.

Advertisement Tax to be paid to NMC as applicable from time to time.
(as per corrigendum 3 dated 21.12.2018 and corrigendum 5 dated 18.01.2019)

22. Confidentiality

The Parties shall treat as confidential the existence and contents of this Concession Agreement (including its Schedules), all the information and documents obtained in relation to this Concession Agreement, the Services, as well as all other aspects of the Project contemplated under this Concession Agreement. The duration of the confidentiality obligation shall last for two (2) years following the end of the Term.

The above clause shall not apply in following cases:

a) Information already published or otherwise publicly available;
b) Information already obtained by one Party in a manner which does not breach a confidentiality obligation;
c) Information obtained from a third party in a manner which does not breach a confidentiality obligation;
d) Information required to be disclosed in accordance with Indian Laws; and
e) Information disclosed for the purpose of the performance by either Party of its obligations under this Concession Agreement.

23. Notice

23.1 Notice

Any notice under this Concession Agreement shall be in writing and in English, and shall be delivered in person or sent by registered post, fax or email to the following addresses: For Authority _____
For Concessionaire _____

23.2 Change of Information

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmcgovt.in	**कार्यालय** विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

Bank Guarantee/ execute the contract as per the RFP conditions, failing which this Letter of Award shall stand null and void.

The Letter of Award shall remain valid till the Contract is executed between the parties. For the avoidance of doubt, NMC, at its sole discretion, shall have the right to withdraw/rescind this Letter of Awardand thereof.

You are directed to start the preliminary project activities at the earliest.

26/2/2019

Engineer-in-charge
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

CC:
Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

Mr. Amol Nisal
Assistant General Manager - Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai- 400076

Should either Party need to change its contact information, it shall inform the other Party in writing fifteen (15) days in advance. The change takes effect immediately upon receipt of such notice by the other Party.

24. Insurance

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

25. Representations and warranties

25.1 The Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to NMC that:

a) The Concessionaire is an independent company duly incorporated, validly existing and of good standing under Indian Laws;
b) The Concessionaire is financially solvent, is able to pay its debts as they mature, and has sufficient capital and resources to complete its obligations under this Concession Agreement;
c) The Concessionaire is not a party to any legal, administrative, arbitral, investigation or other proceedings or controversy, pending or (to the best of the Concessionaire's knowledge) threatened, that would adversely affect its ability to perform its rights and obligations under this Concession Agreement;
d) Without NMC's or Authority's written permission, the Concessionaire shall not engage in any related activities in the city of Nashik that may impinge upon this Project, other than the Services;
e) The execution and performance of this Concession Agreement will not result in a breach or violation of, or constitute a default under, any agreement to which the Concessionaire is a party; and
f) The execution and performance of this Concession Agreement has been duly authorized, and this Concession Agreement has been duly executed by the signatories and constitutes a legal valid and binding obligation.

25.2 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

a) Authority has the power and authority to enter into and perform its obligations under this Concession Agreement;
b) The execution of this Concession Agreement will not result in a breach or violation of or constitute a default under any agreement to which it is a party.

26. Representatives

26.1. Authority's representative

Authority may from time to time replace its Representative by notifying the Concessionaire (to be effective upon receipt by the Concessionaire).

The Authority Representative shall have full authority and power to represent and act for Authority at all times during the Term. All notices, instructions, orders, certificates, approvals and all other communications under this Concession Agreement shall be given by, and to, the Authority Representative unless Authority notifies the Concessionaire otherwise.

26.2 The Concessionaire's Representative

The Concessionaire Representative shall have full authority and power to represent and act on behalf of the Concessionaire at all times during the Term, including for sending or receiving notices, instructions, information and all other communication in relation to this Concession Agreement.

The Concessionaire shall not revoke the appointment of the Concessionaire Representative without notifying Authority of the new Concessionaire Representative.

27. Governing Law and Language

27.2 Governing Law

This Concession Agreement is governed by and construed in accordance with the Laws of India and the State of Maharashtra.

27.3 Language

This Concession Agreement is written in the English language. All communications and information provided should be in writing and in the English language only.

28. Force Majeure

A "Force Majeure Event" shall mean any event or combination of events occurring inside or directly involving the city of Nashik that is beyond the reasonable control of Authority

or the Concessionaire, as the case may be, occurring or subsisting after the Effective Date and which (or the effects of which) is unavoidable, notwithstanding the reasonable care of the Party affected, including, in the case of the Concessionaire, any Sub Concessionaire, and, in the case of the Concessionaire only, such event(s) could not have been foreseen by an experienced Concessionaire, or to the extent that the event(s) could have been foreseen by an experienced Concessionaire, such Concessionaire could not have reasonably mitigated against the effects of such events. Such Force Majeure Events include, but are not limited to:

a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
b) Rebellion, sabotage, act of terrorism, revolution, insurrection, civil war or epidemic (excluding vandalism);
c) Lightning, earthquake, flood, hurricane, typhoon, tornado or volcanic activity.

Such events cannot be caused or contributed to by an act or omission of the Party relying on it or persons for whom that Party is responsible.

If either Party is prevented, hindered or delayed from performing any of its obligations under this Concession Agreement by a Force Majeure Event, then it shall notify the other Party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for so long as the relevant Force Majeure Event continues and to the extent that such Party's performance is prevented, hindered or delayed.

The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effects thereof upon its/their performance of this Concession Agreement and to fulfil its/their obligations under this Concession Agreement, but without prejudice to either Party's right to terminate this Concession Agreement.

No delay or non-performance by either Party caused by the occurrence of any Force Majeure Event shall:

a) constitute a breach under this Concession Agreement;
b) extend the Term; or
c) Give rise to any claim for damages or additional cost or expenses occasioned thereby.

If the performance of the Services is substantially prevented, hindered or delayed for more than one hundred and twenty (120) consecutive days on account of one or more

Force Majeure Events during the Term, either Party may terminate this Concession Agreement by giving a notice to the other. If this Concession Agreement is terminated pursuant to this clause, NMC shall pay to the Concessionaire the part of the Energy Savings Fee payable for the Energy Savings performed prior to the Termination Date and the part of the O&M Fee payable for the operation and maintenance services performed prior to the Termination Date. The Concessionaire shall not be entitled to any further compensation.

Notwithstanding this clause, Force Majeure Events shall not apply to any NMC's or Authority's obligation to make payments to the Concessionaire hereunder.

29. Material Adverse Government Action

A "Material Adverse Government Action" ("MAGA") shall mean any act or omission, after the Effective Date, by NMC or Authority or any other public entity, which has a Material Adverse Effect.

A MAGA shall include the following circumstances:

a) Any imposition or change of Law that is directly targeted at the Project and/or projects similar to the Project and/or that is discriminatory against the Concessionaire.
b) Any imposition or change of Law of an environmental or technical nature which would have the effect of making the Laws more stringent than the Law in force at the Effective Date
c) Expropriation or compulsory acquisition, or seizure of the Existing Lighting Infrastructure by a public entity with respect to substantially the same subject matter
d) Any material breach by Authority of its obligations, including, but not limited to, failure to supply electricity within the whole or part of the Project
e) Any regulator's decision having the effect of decreasing the Concessionaire's remuneration under this Concession Agreement.

Within 30 days of notice to Authority of a MAGA, Authority shall procure the remedy of the MAGA in question. Should Authority fail to procure a remedy prior to the expiry of 30 day period, the Parties shall discuss the issue in an attempt to reach a mutually satisfactory solution that restores the Concessionaire to the position it would have been in had such MAGA not occurred (including compensation for costs and loss of profits). If the Parties fail to reach an agreement on a satisfactory solution, the Concessionaire shall have the right to terminate this Concession Agreement.

The Concessionaire shall not be excused for performing its obligations under this Concession Agreement upon the occurrence of a MAGA, unless the Material Adverse Effect caused the Concessionaire to fail to perform its obligations.

30. Performance Security

30.1. Performance Security

The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Form 7 issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/- ("Performance Bank Guarantee"), from the date of receipt of the order valid for a period of 7 Years 9 months and 03 months of lodgment period. The Performance Bank Guarantee shall be returned to the Concessionaire immediately after the expiry of the Term.

Authority shall invoke Performance Security in case the Concessionaire fails to discharge their Concession Agreement obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall secure the proper and timely performance of the Concessionaire's obligations as from the Commencement Date until the end of the Term, including the payment of Delay Liquidated Damages pursuant to clause 15. In case the performance Bank Guarantee is partly encashed on account of Liquidated Damages, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. In case the Concessionaire doesn't maintain the required PBG amount then same shall be recovered from his share (energy saving ~~**and advertisement revenue**~~ **(as per corrigendum 5, dated 18.01.2019)**) from escrow account.

All fees, taxes, costs and expenses associated with procuring, preparing, completing and stamping (if applicable) the Performance Bank Guarantee shall be the responsibility of and paid by the Concessionaire.

30.2 Notice

Authority shall, prior to making any demand under the Performance Bank Guarantee, send a written notice to the Concessionaire mentioning the existence of a Concessionaire Event of Default and providing a cure period of fifteen (15) days. If the Concessionaire does not remedy its Concessionaire Event of Default within these fifteen (15) days, then Authority shall be entitled to call part or full, as relevant, of the Performance Bank Guarantee.

30.3 Replacement

Where the Performance Bank Guarantee is subject, pursuant to its terms, to a fixed expiry date, the Concessionaire shall, not less than fifteen (15) days prior to such expiry date, amend or replace the Performance Bank Guarantee, as the case may be, with a duly executed amended or replacement guarantee. Any replacement Performance Security must be issued for at least one (1) year by any Scheduled Bank having a branch at Nashik city, and should be on identical terms as original Guarantee issued. If the Concessionaire fails to provide an amended or replacement Performance Bank Guarantee as required, Authority may issue a demand under the Performance Bank Guarantee for the full amount available and shall be entitled to hold such amount as security for the performance of the Concessionaire's obligations under this Concession Agreement until a replacement Performance Bank Guarantee is provided (whereupon such amounts shall be returned to the Concessionaire without any obligation to account for interest).

If the Concessionaire is unable to provide new Performance Bank Guarantee for a period of more than a month from its expiry date, the Authority has the right to terminate the Concession Agreement.

31. Reporting

During the Term, the Concessionaire shall provide monthly reports to Authority with a separate copy to NMC about the following matters:

a) Energy saving report including CSLMS data
b) Operation and maintenance services;
c) Load reduction
d) Update on the assets;
e) Any other relevant as said by NMC or Authority.

If the Concessionaire does not issue monthly reports within ten (10) days of the end of the relevant month for any three (3) consecutive months or there is major false information in more than three (3) reports during the Term of the Concession Agreement, this breach shall constitute a Concessionaire Event of Default.

32. Miscellaneous

32.1 Assignment

Neither NMC or Authority nor the Concessionaire shall without the expressed written consent of the other Party assign or charge to any third party this Concession Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

32.2 Entire Agreement

This Concession Agreement constitutes the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing and

approved by both Parties. This Concession Agreement supersedes all communication, negotiations and agreements (whether written or oral) between the Parties made prior to the Effective Date with respect to the Services.

32.3 Amendments

Any amendment, addition or variation to this Concession Agreement shall be valid and binding only if in writing and only if signed by the authorized representatives of both Parties.

32.4 Severability

Should any provisions in this Concession Agreement be invalid, illegal or unenforceable or be held invalid, illegal or unenforceable by any competent tribunal or court, the remaining provisions of this Concession Agreement shall remain valid and enforceable.

32.5 No Partnership

This Concession Agreement does not constitute a joint operation or partnership in the legal sense between the Parties. The Concessionaire is a service provider to Authority.

33. Exit Management

33.1 Purpose

i. This clause sets out the provisions which shall apply on expiry or termination of the "Contract Agreement" on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, Client shall have the right to, at its sole discretion, apply this clause.

ii. The Parties shall ensure that their respective associated entities, in case of the Client or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

33.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to Client.

- During this period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the bidding document including the ones being upgraded to the Client.
- The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of Client during the Exit Management Period. The

Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract Period, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

- The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, Client is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to Client on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.
- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand overall Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide comprehensive maintenance of all the hardware/Software as detailed in RFP during the concession period, Concessionaire must ensure that all the items are in working condition with support of OEM related to repair/replacement/availability of spare parts for at least 03 years at the time of exit.
- From the first day of last month of the concession period, testing phase of overall system installed by the Concessionaire will be started in phases so that all the equipment are proved to be in working conditions and handed over to NMC on the last date of the concession period and before issuing completion certificate and PBG.

33.3 Cooperation and Provision of Information

During the exit management period:

a) The Concessionaire shall permit Client or its nominated agencies access to information reasonably required to classify the current mode of operation

related with the provision of the services to enable it to assess the existing services being delivered.

b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by Client or its nominated agencies, the selected Concessionaire shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the Concession Agreement. The Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). Client or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit Client or its nominated agencies and/or any entity nominated by Client to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

33.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to Client the following:
    - o Information relating to the present services provided and customer satisfaction surveys.
    - o Documentation pertaining to Project related data and confidential information.
    - o All current and updated data as is needed for purposes of the Client or its nominated agencies for transitioning the services either to Client or the entity nominated by Client.
    - o All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable Client or its nominated agencies, or to the entity nominated by Client to carry out due diligence in order to transition the provision of the Services to the Client or its nominated agencies, or to any entity nominated by Client (as the case may be).

  Before the exit management period expire, the selected Concessionaire shall deliver to Client or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.

- Before the exit management period expire, unless otherwise provided under the Concessionaire Agreement, Client or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of Client or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating to privacy) provide to Client or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.

33.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Concessionaire to the department or its nominees, or an entity nominated by Client applies to any or all of the employees of the Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.

- To the extent that any Transfer Regulation does not apply to any employee of the Concessionaire or its nominated agencies or its entity nominated by Client may make an offer of employment or contract for services to such employee of the Concessionaire and the Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Client or its nominated agencies or any Replacement Concessionaire.

33.6 Transfer of Certain Agreements

On request by the Client or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favor of Client or its nominated agencies, or its entity nominated by Client in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

33.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to Client or its nominated agencies, and/or any entity nominated by Client in order to inventory the assets or Assets.

- The Concessionaire shall also give the Client or its nominated agencies, or any entity nominated by Client right of reasonable access to the Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by Client rights of access to relevant third party premises during the exit management period and for such period of time following termination or

expiry of the Concession Agreement as is reasonably necessary to migrate the services to Client or its nominated agencies, or a Replacement Concessionaire.

33.8 General Obligations of the Concessionaire

- The Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Client or its nominated agencies or any entity nominated by the Client and which the Concessionaire has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Concessionaire or associated entity is deemed to be in the possession or control of the Concessionaire.
- The Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

33.9 Exit Management Plan

The Concessionaire shall provide the Client or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with Concession Agreement as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

33.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years. It shall be part of exit plan to submit letter from OEMs in this regard.

8.5. Annexure V: Format for Report

Nashik Municipal Corporation

WEEKLY REPORT OF FIXTURES REPLACEMENT

Date: DD/MM/YYYY

Number of fixtures dismantled till last week =

Number of fixtures handed-over till last week =

Number of fixtures for which sign-off obtained from Authority till last week =

Number of fixtures dismantled this week =

Signature of Concessionaire

{Name}

{Designation}

8.6. Annexure VI: Format of Bank Guarantee for Performance Security

In consideration of the ----- [Insert name of the Concessionaire] submitting the response to RFP _____ (RFP no..... dated.....) issued by NMC considering such response to the RFP of ..... [Insert the name of the Successful Concessionaire] (Which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the [insert the name of the Successful Concessionaire] and issuing Letter of Award dated. ------- As per terms of RFP and the same having been accepted by [insert the name of the Successful Concessionaire].

As per the terms of the RFP, the _____ [insert name & address of bank] (hereinafter referred to as ' Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NMC forthwith on demand in writing from NMC or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Concessionaire/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the changes in the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____

Our Guarantee shall remain in force until..... NMC shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that NMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ---------- [Insert name of the Successful Concessionaire]. The Guarantor Bank shall not require NMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [insert the name of the Successful Concessionaire] to make any claim against or any demand on the Successful Concessionaire or to give any notice to [insert the name of the Successful Concessionaire] or to enforce any security held by or to exercise, levy or enforce any distress, diligence or other process against the Successful Concessionaire.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NMC serves upon us a written claim or demand.

Signature _____

Name_____

Power of Attorney No._____

For

[Insert Name of the Bank] __

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. .....

Signature

Name and Address

2. .....

Signature

Name and Address

1. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NMC in writing.

2. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

3. This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Nashik shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Signed and Delivered by [xx] Bank
By the hand of Mr. /Ms. [xx], it's [xx] and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

8.7. Annexure VII: DRAFT ESCROW AGREEMENT

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ..... day of ..... 20.....

AMONGST

1 ..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at ..... (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 .....name and particulars of the Escrow Bank and having its registered office at ..... (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 [The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at _____ (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated ..... with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on operate, maintain and transfer (OMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively

assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All money received in relation to the Project from banks, insurance claims and shareholders;

(b) All Fee and any other revenues from or in respect of the Project, including the proceeds of insurance claims; and

(c) Any other receipts or revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project

(d) ~~**The Concessionaire has to deposit monthly revenue generated by advertisement to escrow account at the start of the month as per the financial bid submitted will be credited to NMC**~~.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by

bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100- guaranteed saving quoted by bidder)).;

and

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) MSEDCL electricity bill payment

(b) all government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) monthly proportionate provision of debt service due in an Accounting Year;

(f) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if

any

(g)Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting

Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project;

(c)NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) all penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) monthly proportionate provision of debt service due in an Accounting Year;

(f) --- Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g)Balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance

claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within

a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days .

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

Any lender providing financial assistance for the Project and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of

lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify

the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party")** within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20.2 from Draft agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Indore shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any

obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection

with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof [$]:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
ESCROW BANK by:

(Signature
(Name)
(Designati
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
[Nashik Municipal Corporation by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

[$] To be affixed in accordance with the articles of association of the Concessionaire.

In the presence of:

1. 2.

Annex A

{A copy of the Concession Agreement, executed between the Concessionaire and the Authority to be attached as Annex A}

8.8. Annexure VIII: Poles Identified for Initial Assessment for Computation of Minimum Guaranteed Advertisement Revenue

(as per corrigendum 5, dated 18.01.2019)

Division Name- Satpur

Sr. No.	Road Name		Total Electric Pole
	From	To	
1	ABB Circle, Trambak Road, Satpur	Pimpalgaon bahula, Trambak Road, Satpur	102
2	Papayaz Nursary, Trambak Road, Satpur	Glaxo, Ambad, Linkroad	84
3	Amrut Gardan, Trambak Road, Satpur	Bardan Phata, Shivaji Road	151
4	Gangapur Gaon Jakat Naka	Jihan Circle Bhosla School	148
5	ITI Signal, Trambak Road, Satpur	Parijat Nagar, MIDC	31
6	ITI Signal, Trambak Road, Satpur	Mutha Hospital, Nasardi Bridge	13
7	Ambika Sweets, Trambak Road, Satpur	Canfrihansa Company, MIDC	39
8	Satpur Coloney Circle, Trambak Road, Satpur	Ashok Nagar Police Station	53
9	Victor Stop, Trambak Road, Satpur	Reliance Petrol Pump, Pipe Line Road	65
10	Anandvalli Pipe Line Road	Shaan Tractor Showroom, MIDC	34
11	Kalayatan Karga, MIDC	Fire wall, Trambak Road, Satpur, NTP Company	22
12	Vodafone B 31, MIDC, Road	Myco Company Gate, MIDC	61
13	Bardan Phata	Amrut Garden	150
14	Papaya Nursery	Garware Point	185
15	Amrut Gardan, Trambak Road, Satpur	Pimpalgaon Bahula	40
16	Gangapur Gaon	Jehan Circle	150
		Total	1328

Division Name- Nashik West

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Canada Corner	Chopada Lawns	22
2	Jehan Circle	Model Coloney	11
3	Gadkari Chowk	Chandak Circle to Myco Circle	32
4	Chopda Lawns	Niyojit Dr.Vasant Pawar Chowk, Swami Vivekanand Marg	46
5	Shalimar	Ganjamal Signal	5
6	Murlidhar Appa Shinde Chowk	Rachana School, Akashwani Tower, Narsiha Nagar	15
7	Godavari Colony, College Road	Boys Town, School	21
8	Boys Town School	Tibetiyan Market	14
9	Trambak Naka Signal	Ganjamal Signal	17
10	Sarda Circle	Gadkari Chowk	17
11	Mumbai Naka	Mahamarga Bus Stop	4
12	Mahamarg Taxi Stand	Chandak Circle	22
13	Jyoti Store, New Pandit Coloney	Raka Gardan Chowk	15
14	City Center Mall	ABB Circle Road	63
15	Mumbai Naka	Modak Chowk	33
16	Myco Circle	Trimurthi Chowk	45
17	Canada Corner	Sharanpur Police Station	25
18	CBS	Canada Corner Patil Plaza	25
19	Ashok Stambha	Jihan Circle	55
20	Trambak Naka Signal	Myco Circle	17
21	Myco Circle	ABB Circle	33
22	CBS	Shalimar Chowk	8
		Total	545

Division Name- Panchavati Division

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Ramvadi Bridge	Dindori Naka	29
2	Pethphata Signal	Pethroad Phulenagar Rau Hotel	66
3	Sundar Narayan Mandir	Malegaon Stand	7
4	Aurangabad Naka	Nandur	160
5	Makhamalabad Canal	Asarambapu Aashram	50
6	Hirawadi Kamalnagar Auto Stand	Minatai Thakare Stadium	8
7	Dindori Road Goraksha Nagar	NMC	157
8	Nandur Bridge	Jatra Hotel	153

Sr.No	Road Name		Total Electric Pole
	From	To	
9	Janardhan Swami Aashram	Laxmi Narayan Mandir	38
10	Sangam Bridge	Indrapratha	257
11	Aurangabad Road Aashram	Takali road	54
12	Laxmi Narayan Bridge	Dream City Chowk	50
13	New Shahi Marg	New Shahi Marg Extension	39
14	Old Adgaon Naka	Nandur	160
15	Swami Narayan Bridge	Gadge Maharaj Bridge	125
16	Gadge Maharaj Bridge	Talkuteshwar	25
17	PethPhata	Makhamalabad Naka	10
18	Holkar Bridge	Sundar Narayan	7
19	Asaram Bapu Bridge	Makhamalabad Canal	50
20	Dindori Naka	Ramwadi Bridge	29
21	Dindori Road	Nimani Bus Stand Panchavati Depo Bridge	34
22	Dindori Naka	Meri Reliance Petrol Pump	50
23	Old Adgaon Naka Hirawadi Corner	Kamalnagar	53
		Total	1611

Division Name- New Nashik

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Garware Point	Exo Point	70
2	Trimurti Chowk Ambad Linkroad Reliance Janta Sweets	Vijay Nawal Patil School Ambad Linkroad	40
3	Ambadlink Road Naval Patil	Pathardi Phata Mumbai Agraroad	35
4	Divya Adlad	Savtanagar, Pawannagar	60
5	Uttamnagar to Vijaynagar	Ambad Police Station Highway Satyam Mangal Karyalay	20
6	Namrata Petrol Pump Pathardi Phata	Ganesh Chowk to State Bank	40
7	Vijaynagar to Ranapratap Chowk	Badde Nagar, Shivaji Chowk	30
8	Rane Nagar (Bombay Highway)	Chetana nagar Gajanan Chowk	20
9	NH 3 Govindnagar	City Center Mall, Rajiv Nagar	20
10	Kalanagar	Pathardigaon	95
11	Pathardi Phata	Vadner Gate	205
12	Lekhanagar	Vadala Canal	90
13	Balaji Palace	Chowak Chowk Pathardi Gaon	70
14	City Center Mall Bridge	Ranapratap Chowk to Shivaji Chowk	20

Sr.No	Road Name		Total Electric Pole
	From	To	
		Total	815

Division Name- Nashik Road

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Datta Mandir Chowk Nashik Pune Highway	Upanagar Chowk	57
2	Sailani Baba Stop Jailroad Chhtrapati Shivaji Maharaj Statue	Saykheda Road Vimal Nagar Jailroad	54
3	Chhatrapati Shivaji Maharaj Statue Nashikroad	Dr. Babasaheb Ambedkar Statue	12
4	Dr. Babasaheb Ambedkar Statue	Satkar Point Subhash Road	16
5	Pune Jakat Naka Backside	Bhagwa Chowk Chehadi	12
6	Saykheda Road	HPT Plant	40
7	NH 3	NH 50 Takliroad	100
8	Sinner Phata	Sathe Nagar Road	40
9	Sinner Phata	Railway Station Stairs	20
10	Subhash Road	Railway Station Area	10
11	Subhash Road	Meat Market Road	10
12	Saykheda Road	HPT Plant	48
13	Sinner Phata Vegetable Market	Sinner Phata	8
14	Bitco Chowk Jailroad	Dasak Bridge	104
15	Vihitgaon	Jakat Naka Lamroad	32
		Total	563

Division Name- Nashik East

Sr.No	Road Name		Total Electric Pole
	From	To	
1	Vadala Gaon	Ashoka Marg Jogging Track	29
2	Sainath Nagar	Nasardi Bridge, Kamalanagar Chowk	27
3	Sainath Nagar	Rajsarthi Society Kalanagar	10
4	Vadala Canal	Takali Gaon	90
5	Kathegalli Signal	Bankar Chowk	15
6	Vijay Mamta Signal	Takali Gaon	20
7	Kalanagar	Vadalagaon 100FT	20

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmcgovt.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

O.No. 238
Date: 06/03/2019

Letter of Award

To,

Vice President - Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai- 400076

Kind Attention: Gautam Balakrishnan

Subject: - Selection of Tata Projects Limited as Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

Ref:

1. Tender no. 2018_NMC_365389_1.
2. Commercial bid Opened on 20th February 2019.
3. Our email cum letter dated 2 March 2019
4. Standing Committee Resolution number 314 dated 28 February 2019

This is with reference to the Request of Proposal (**RFP**) dated 22nd October 2018 invited by Nashik Municipal Corporation Ltd. for "Selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis" (**Project**) and subsequent corrigenda as well as aforesaid mention references.

With reference to above, your commercial bid has been accepted by NMCvide. Standing Committee Resolution number 314 dated 28 February 2019, subject to submission of an undertaking from the authorized signatory of Tata Projects Limited as per our email cum letter dated 2 March 2019.

This project is awarded vide this Letter of Award subject to the detailed terms and conditions as set out in the contract which is to be executed within 15 days of the issuance of this Letter of Award. You are directed to submit the performance security in the form of Performance

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmcgovt.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

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नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmcgovt.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

Bank Guarantee/ execute the contract as per the RFP conditions, failing which this Letter of Award shall stand null and void.

The Letter of Award shall remain valid till the Contract is executed between the parties. For the avoidance of doubt, NMC, at its sole discretion, shall have the right to withdraw/rescind this Letter of Awardand thereof.

You are directed to start the preliminary project activities at the earliest.

13/12/2019

Engineer-in-charge
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

OK

CC:
Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik

Mr. Amol Nisal
Assistant General Manager - Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai- 400076

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that TP LUMINAIRE PRIVATE LIMITED is incorporated on this Seventh day of December Two thousand eighteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309TG2018PTC128877.

The Permanent Account Number (PAN) of the company is AAHCT0620M

The Tax Deduction and Collection Account Number (TAN) of the company is HYDT09477G

Given under my hand at Manesar this Tenth day of December Two thousand eighteen .

DS MINISTRY OF CORPORATE AFFAIRS 27

Digital Signature Certificate
Mr Sanjaya Kumar Verma
Deputy Registrar Of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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Mailing Address as per record available in Registrar of Companies office:

TP LUMINAIRE PRIVATE LIMITED
H NO 1-7-80 TO 87,, P.G. ROAD, SECUNDERABAD, Hyderabad,
Telangana, India, 500003

* as issued by the Income Tax Department

TATA PROJECTS LIMITED

Company Master Data

CIN	U45309TG2018PTC128877
Company Name	TP LUMINAIRE PRIVATE LIMITED
ROC Code	RoC-Hyderabad
Registration Number	128877
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	1000000
Paid up Capital(Rs)	100000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	07/12/2018
Registered Address	H NO 1-7-80 TO 87, P.G. ROAD SECUNDERABAD Hyderabad TG 500003 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	bhaskarbs@tataprojects.com
Whether Listed or not	Unlisted
Suspended at stock exchange	-
Date of last AGM	-
Date of Balance Sheet	-
Company Status(for efiling)	Not available for efiling

Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status

No Charges Exists for Company/LLP

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
00263626	GAUTAM BALAKRISHNAN	07/12/2018	-	
08254228	HIMANSHU CHATURVEDI	07/12/2018	-	



INCORPORATED UNDER
THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TP LUMINAIRE PRIVATE LIMITED

I. The Name of the Company is **"TP LUMINAIRE PRIVATE LIMITED"**

II. The Registered Office of the Company will be situated in the **'State of Telangana'**

III. (a) The objects to be pursued by the Company on its incorporation are:—

1. To participate in the Smart City initiatives of the Government of India by undertaking works related to Smart Lighting projects and for this purposes to bid for, negotiate, accept, undertake and execute works related to Street Lighting at various places including road crossings, pedestrians crossings, footpaths, ramps, walk ways etc. and to act as contractors, whether on turnkey basis or otherwise, for procurement of materials, goods and services and to carry out works of installation, erection and commissioning of various electrical systems, control systems, safety and security systems; and to erect, install and commission lights or signal poles, cabling systems and illuminate streets, traffic signals, signages and other utilities including electricity distribution feeder pillars and such other utilities.

2. To carry on the business as an infrastructure company in core infrastructure sectors in a Smart City such as providers of services for water supply, electricity supply, sanitation, including solid waste management, efficient urban mobility and public transport, cost-effective housing facilities, IT connectivity and digitalization, e-Governance facilities implementation, sustainable environment, safety and security and health and education either on its own or in association with any other person including any central or state government company, body corporate, limited liability partnership, NGOs or in cooperation with any of them in any lawful manner on engineering, procurement and construction (EPC) basis, on turnkey basis, on Build-Own-Operate-Transfer (BOOT) basis or on any other basis including operation and maintenance(O&M) as may be considered advantageous to the Company as contracted under Smart City initiatives of the Central Government, various State Governments, Union Territories, Municipal or Local Authorities, and other Government Departments and to procure, design, engineer, store, transport, develop, construct, run,

TATA PROJECTS LIMITED

rep[illegible] re-[illegible] build, operate and manage roads, bridges, nig[illegible] tramways [illegible] treatment works, effluent treatment works, gas [illegible] power transmission, public places and oth[illegible] developments, [illegible] and utilities etc.

3. To [illegible] contract [illegible] improvement (retrofitting), city renewal (re[illegible] city extens[illegible] development) and such other initiatives with app[illegible] Solutions [illegible] India and to undertake works related to beautification of roads, junctions, footpaths and such other public places including by way of fou[illegible] landscaping, flowerbeds, murals, sculptures etc. and to create awareness about road safety practices, traffic discipline and proper use of facilities including safe walkways, barricades etc.

(b) Matters which Are necessary for furtherance of the objects specified in clause 3(a) are:—

1. To carry on all the business permitted by the objects set out in the main objects herein, either directly or indirectly or through a subsidiary, affiliate or associate of the Company.

2. To establish and maintain offices and / or agencies at any place or places in India or other parts of the world for the conduct of the business of the Company or the purchase and sale of goods, merchandise, materials, articles and things required for or dealt in by or at the disposal of the Company.

3. To employ or to depute personnel or otherwise acquire technical experts, engineers, foremen or skilled and unskilled labour for any of the purposes of the Company.

4. To make undertake, encourage, experiment, research, and invent about the business of the Company.

5. To apply for tender, purchase or otherwise acquire, contracts, subcontracts, licenses and concessions for all or any of them and to undertake, execute, carryout, dispose of or otherwise turn to account the same, and to subject all or any contracts from time to time and upon such terms and conditions as may be thought expedient in relation to the business of the Company.

6. To acquire by concession, grant, purchase, license or otherwise either absolutely or conditionally and either alone or jointly with others land, buildings, machinery, plants, utensils, works, conveniences and such other movable and immovable properties of any description and any patents, trademarks, concessions, privileges, brevets, invention, licenses, protections and concessions conferring any exclusive or limited rights to any inventions, information which may seem necessary for any of the objects of the Company and to construct, maintain and alter any building or work, necessary or convenient for the business of the Company and to pay for such land, buildings, works, property or rights or any such other property and rights purchased or acquired by or for the Company by shares, debentures, debenture stock, bonds or such other securities of the Company or otherwise and manage, develop or otherwise dispose of in such manner and for such consideration as may be deemed proper or expedient to attain the main objects of the Company.

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7. Subject to the provisions of the Companies Act, 2013 to amalgamate with any other Company having objects altogether or in part similar to those of this Company.

8. To enter into any arrangement with any Government or Authorities Municipal, local or otherwise or any person or company in India or abroad, that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, Authority person or company any rights, privileges, charters, contracts, licenses and concessions including rights in respect of waterways, roads and highways, which the Company may seek, exercise, fulfil or comply therewith.

9. To establish or promote or concur or be interested in establishing or promoting any Company or companies for the purposes of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose whatsoever and to transfer any property of this Company to any such Company which may seem directly or indirectly calculated to benefit the Company.

10. To apply for and obtain any order of Central/State or such other Authority for enabling the Company to carry on any of its objects into effect or for effecting any modifications of the Company's constitution or any other such purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interest.

11. To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-venture, reciprocal concessions or otherwise with any person, or company carrying on or engaged in any business or transaction which this Company is authorized to carry on.

12. To provide for the welfare of employees or ex-employees (including Directors and other officers) of the Company and the wives and families or the dependents and shareholders either by grants of money, pensions, allowances, bonus or in any other manner.

13. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any company, firms or person carrying on business which this Company is authorized to carry on or is possessed of rights suitable for the objects of this Company.

14. To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and to do all such other things as are incidental or as may be conducive to the attainment of the objects or any of them.

15. To promote, form and register, aid in the promotion, formation and registration of any company or companies, subsidiary or otherwise for the purpose of acquiring all or any of the properties, rights and liabilities of this Company and to transfer to any such company any property of this company and to be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures and such other securities of all types in or of any such company, subsidiary or otherwise for all or any of the objects mentioned in this Memorandum of Association and to assist any such company and to undertake the management and secretarial or such other work, duties and business on such terms as may be arranged.

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16. To [illegible] dispute or any other question by or against the [illegible] Company [illegible] or concern to arbitration to India or at any [illegible] needs, matters and other things to carry out [illegible]

17. To [illegible] funds of the Company all costs, charges and expenses which the Company [illegible] respect to the promotion, formation and registration of the Company and [illegible] its capital or of raising finance including cost of advertising, printing and [illegible] and commission.

18. To open accounts with any bank or financial institution and to draw make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.

19. Subject to the provisions of the Companies Act, 2013 including the rules and regulations made therein and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money or to receive money as loan, at interest for any of the objects of the company and at such time or times as may be expedient, by promissory notes, bills of exchange, hundies, bills of lading, warrants or such other negotiable instruments of all types or by taking credit in or opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means, as may deem expedient and in particular by the issue of debentures or debenture stock, perpetual or otherwise and in security for any such money so borrowed, raised or received and of any such debentures or debenture stock so issued, to mortgage, pledge or charge the whole or any part of the property and assets of the Company both present and future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided that the Company shall not carry on the business of banking within the meaning of the Banking Regulation Act, 1949.

20. To advance money not immediately required by the Company or give credit to such persons, firms or companies and on such terms with or without security as may seem expedient and in particular to customers of and such others having dealings with the Company and to give guarantees or securities of any such persons, firms, companies as may appear proper or reasonable provided that the Company shall not carry on the business of banking, within the meaning of Banking Regulation Act 1949.

21. To improve after, manage, develop, exchange, mortgage, enfranchise and dispose of, any part of the land, properties, assets and rights and the resources and undertakings of the Company, in such manner and on such terms as the Company may determine.

22. To remunerate any person or company, for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business, subject to the provisions of the Companies Act, 2013.

23. To undertake and execute any trusts, the undertaking of which may seem desirable, either gratuitously or otherwise, for the attainment of the main objects of the Company.

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24. To [illegible] other recognition of the Company in the [illegible] outside India and establish and maintain local registers and branch [illegible] business in any part of the world.

25. To [illegible] making known the business of the Company as may seem expedient and [illegible] advertising over the internet or any other electronic media and also in [illegible] by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards or organizing [illegible].

26. The Company would obtain approval of the concerned authorities to carry on the objects of the Company and the matters which are necessary for furtherance of the objects of the Company as given in this memorandum of association wherever required.

IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

V. The Authorised Share Capital of the Company is 10,00,000/- (Rupees Ten Lakh Only) divided into 100000 (One lakh) Equity Shares of Rs.10/-(Rupees Ten Only) each with power to increase or reduce the capital, to divide the shares in the capital for the time being into several clauses and to attach there to respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and the provision of the Companies Act, 2013 and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being, be provided by the regulations of the Company and consolidate or subdivide the shares and issue shares of higher or lower denomination.

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VI. We, the several persons, whose names, addresses and descriptions are subscribed hereto, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set against our respective names.

Sl. No	Name, Address & Description of the Subscribers	No. of Shares taken by each subscribers	Name, Address, Description, Occupation & Signature of Witnesses
1.	Name: Tata Projects Limited Address: Mithona Towers-I, 7-1-80 to 87, Prenderghast Road, Secunderabad Hyderabad Telangana 500003 India Represented by: Name: Bhaskar Suoramanya Bandaru S/o Someswara Krishnarao Bandaru Address: A-304, Rock Cliff Thrina Apartment Dwaraka Nagar Bandlaguda Jagir Near Kali Mandir Chilkur Balaji Hyderabad, Telangana-500086 DOB:20/06/1965 Occupation: Professional	9999 (Nine Thousand Nine Hundred and Ninety Nine Only)	Shalini Deen dayal D/o P.c.Jain 98, Tower Street Secunderabad-500003 Company Secretary M No.3533
2.	Name: Gautam Balakrishnan S/o CN Nair Balakrishnan Address: 701, Rajlaxmi Residency, 15th Road Khar West. Mumbai, Maharashtra.India-400052 DOB:17/02/1978 Occupation: Service	1 (One Only)	
		---------- 10000 (Ten Thousand Only) ----------	

Date: 07/12/2018
Place:Secunderabad

TATA PROJECTS LIMITED

INCORPORATED UNDER
THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TP LUMINAIRE PRIVATE LIMITED

PRELIMINARY

The Regulations contained in Table "F" of the First Schedule to the Companies Act, 2013, so far as the same are applicable to a Private Company as defined in the Act, shall apply to the Company in the same manner as if all such Regulations of Table "F" are specifically contained in these Articles, except to the extent inconsistent with these Regulations and subject to the modifications herein contained.

INTERPRETATION

1. (1) In these regulations --

(a) "the Act" means the Companies Act, 2013,

(b) "the seal" means the common seal of the company.

(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

The Company shall be a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and the following provisions shall have effect namely:

"Private Company" means a Company having a paid-up share capital as may be prescribed, and which by its articles,-

(i) Restricts the right to transfer its shares

(ii) Limits the number of its members to two hundred:

Provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purposes of this clause, be treated as a single member.

Provided further that-

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(A) [illegible] employment of the Company and

(B) [illegible] of the employment of the Company, were members of the [illegible] that employment will have continued to be members after the employment [illegible] shall not be included in the number of members; and

(iii) [illegible] to the public to subscribe for any securities of the Company.

Share capital and variation of rights

11. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

2. (*i*) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

(*a*) one certificate for all his shares without payment of any charges; or

(*b*) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(*ii*) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

(*iii*) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

3. (*i*) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(*ii*) The provisions of Articles (*2*) and (*3*) shall *mutatis mutandis* apply to debentures of the company.

4. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

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5. (*i*) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 76, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rule made thereunder.

(*ii*) The rate or amount of the commission shall not exceed the rate or amount prescribed in rule made under sub-section (6) of section 76.

(*iii*) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (*i*) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(*ii*) To every such separate meeting, the provisions of these regulations relating general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further share ranking *pari passu* therewith.

8. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

9. (*i*) The company shall have a first and paramount lien—

(*a*) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(*b*) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to wholly or in part exempt from the provisions of this clause.

(*ii*) The company's lien, if any, on a share shall extend to all dividend bonuses declared from time to time in respect of such shares.

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10. [illegible] sell, in such manner as the Board thinks fit, any shares on which the co[illegible]

[illegible]

(a) [illegible] in respect of which the lien exists is presently payable; or

(b) [illegible] expiration of fourteen days after a notice in writing stating and demanding payment [illegible] part of the amount in respect of which the lien exists as is presently payable, [illegible] given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board

14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

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16. [illegible] in respect of a share is not paid before or on the day appointed for pa[illegible] from the [illegible] due shall pay interest thereon from the da[illegible] payment thereof to the time of actual payment at ten per cent. per annum or at [illegible] as the [illegible] may determine:

[illegible] liberty to waive payment of any such interest wholly or in part.

17. [illegible] the terms of issue of a share becomes payable on allotment or at any [illegible] number on account of the nominal value of the share or by way of premium, shall, in the purposes of these regulations, be deemed to be a call duly made and payable on the [illegible] by the terms of issue such sum becomes payable.

(i) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

18. The Board—

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. ((i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.
(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

21. The Board may decline to recognise any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

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transfer is in respect of only one class of shares.

22. ... seven days' previous notice in accordance with section 91 and rule ... that the registration of transfers may be suspended at such times and for such ... as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one ... more than forty-five days in the aggregate in any year.

Transmission of shares

23. (*i*) In the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a shareholder, shall be the only persons recognized by the company as having any title to his interest in the shares.

(*ii*) Nothing in clause (*i*) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (*i*) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(*a*) to be registered himself as holder of the share; or

(*b*) to make such transfer of the share as the deceased or insolvent member could have made.

(*ii*) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

25. (*i*) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(*ii*) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(*iii*) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

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... Board may ... any time ... notice requiring any such person to elect ... himself ... or transfer the share, and if the notice is not complied with ... s, the Board may thereafter withhold payment of all dividends, bonuses ... in respect of the share, until the requirements of the notice have ...

Forfeiture of shares

27. ... fails to pay any call, or installment of a call, on the day appointed for pay... the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall—

(*a*) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(*b*) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

30. (*i*) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(*ii*) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (*i*) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(*ii*) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

32. (*i*) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(*ii*) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(*iii*) The transferee shall thereupon be registered as the holder of the share; and

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application of the purchase money, if
any irregularity or invalidity in the
posal of the share.

nonpayment
becomes payable at a fixed time, whether
value of the share or by way of premium, as if the same had been
a call duly made and notified.

Alteration of capital

34. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

35. Subject to the provisions of section 61, the company may, by ordinary resolution,—

(*a*) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(*b*) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(*c*) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(*d*) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

36. Where shares are converted into stock,—

(*a*) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(*b*) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(*c*) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

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Capitalisation of profits

38. (*i*) The company in general meeting may, upon the recommendation of the Board, resolve—

(*A*) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(*B*) that such sum be accordingly set free for distribution in the manner specified in clause (*ii*) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(*ii*) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (*iii*), either in or towards—

(*A*) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(*B*) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(*C*) partly in the way specified in sub-clause (*A*) and partly in that specified in sub-clause (*B*);

(*D*) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(*E*) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

39. (*i*) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(*a*) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(*b*) generally do all acts and things required to give effect thereto.

(*ii*) The Board shall have power—

(*a*) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

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... person to enter on behalf of all the members entitled thereto, into an ... agreement providing for the allotment to them respectively, credited as ... further shares to which they may be entitled upon such capitalisation, or ... ment by the company on their behalf, by the application ... respective proportions of profits resolved to be capitalised, of the amount or ... remain unpaid on their existing shares:

... made under such authority shall be effective and binding on such ...

Buy-back of shares

40 Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General meetings

41 All general meetings other than annual general meeting shall be called extraordinary general meeting.

42. (*i*) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(*ii*) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

43 (*i*) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(*ii*) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

44 . The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

47 . (*i*) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

TATA PROJECTS LIMITED

shall be transacted at any adjourned meeting other than the business left ... took place.

... to adjourn for thirty days or more, notice of the adjourned meeting ... in the case of an original meeting.

... provided, and as provided in section 103 of the Act, it shall not be necessary to ... the adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(*a*) on a show of hands, every member present in person shall have one vote; and

(*b*) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

50. (*i*) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(*ii*) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

54. (*i*) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(*ii*) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at

TATA PROJECTS LIMITED

not less than 48 hours before the time for holding the meeting at which the person named in the instrument proposes to vote, not less than 24 hours before the time appointed for the taking of the poll, the instrument of proxy shall not be treated as valid.

56. An instrument appointing a proxy shall be in the form as prescribed in the rules made

57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

58. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

Names of the First Director:

1. MR. HIMANSHU CHATURVEDI
2. MR. GAUTAM BALAKRISHNAN

59. (*i*) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(*ii*) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(*a*) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or

(*b*) in connection with the business of the company.

60. The Board may pay all expenses incurred in getting up and registering the company.

61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that (section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.

62. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

TATA PROJECTS LIMITED

62. [illegible] present at any meeting of the Board or of a committee thereof shall sign [illegible] purpose.

63. [illegible] provisions [illegible] section 149, the Board shall have power at any time, and [illegible] appoint [illegible] as an additional director, provided the number of the [illegible] directors together shall not at any time exceed the maximum strength [illegible] the articles.

[illegible] shall hold office only up to the date of the next annual general meeting of [illegible] be eligible for appointment by the company as a director at that meeting [illegible] the provisions of the Act.

Proceedings of the Board

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

70. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

TATA PROJECTS LIMITED

may meet or adjourn as it thinks fit.

... arising at any meeting of a committee shall be determined by a majority of ... present, and in case of an equality of votes, the Chairperson shall have ...

... any meeting of the Board or of a committee thereof or by any person acting as ..., shall, notwithstanding that it may be afterwards discovered that there was some ... in the appointment of any one or more of such directors or of any person acting as ..., or that they or any of them were disqualified, be as valid as if every such director ... person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

74. Subject to the provisions of the Act,—

(*i*) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit, and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;

(*ii*) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

75. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

76. (*i*) The Board shall provide for the safe custody of the seal.

(*ii*) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

Dividends and Reserve

77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

TATA PROJECTS LIMITED

[illegible] provisions of section 205, the Board may from time to time pay to the [illegible] such interim dividends as appear to it to be justified by the profits of the company.

The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.

The Board may also carry forward any profits which it may consider necessary not to [illegible] without placing them aside as a reserve.

80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

82. (i) Any dividend, interest or other monies payable in cash in respect of shares maybe paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

85. No dividend shall bear interest against the company.

TATA PROJECTS LTD

Accounts

86. [illegible] determine whether and to what extent and at what [illegible] conditions or regulations, the accounts and books of the [illegible] shall be open to the inspection of members not being directors.

[illegible] not being a director) shall have any right of inspecting any account or [illegible] of the company except as conferred by law or authorised by the Board or by [illegible] general meeting.

Winding up

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(*i*) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(*ii*) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(*iii*) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

88. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

TATA PROJECTS LIMITED

We, the several persons, whose names, addresses and descriptions are subscribed hereunder, are desirous of being formed into a company in accordance with and in pursuance of this Articles of Association.

Sl. No.	Name, Address, Description and Occupation of Subscribers	Name, Address, Description, Occupation & Signature of Witnesses
1	Name: Tata Projects Limited Address: Mithona Towers-I, 1-7-80 to 87, Prenderghast Road, Secunderabad Hyderabad Telangana 500003 India Represented by: Name: Bhaskar Subramanya Bandaru S/o Someswara Krishnarao Bandaru Address: A-304, Rock Cliff Thirtha Apartment Dv araka Nagar Bandlaguda Jagir Near Kali Mandir Chilkur Balaji Hyderabad, Telangana- 500086 DOB:20/06/1965 Occupation: Professional	Shalini Deen dayal D/o P.c.Jain 98, Tower Street Secunderabad-500003 Company Secretary M No.3533
2.	Name: Gautam Balakrishnan S/o CN Nair Balakrishnan Address: 701, Rajlaxmi Residency, 15th Road Khar West, Mumbai, Maharashtra,India-400052 DOB:17/02/1978 Occupation: Service	

Date: 07/12/2018
Place: Secunderabad

TATA PROJECTS LIMITED

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

ई– स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card

AAHCT0620M

पावती संख्या / Acknowledgement Number	882059101038986
नाम / Name	TP LUMINAIRE PRIVATE LIMITED
निगमन/गठन की तारीख Date of Incorporation / Formation	07/12/2018
संचार का पता / Comm. Address	TP LUMINAIRE PRIVATE LIMITED H NO 1-7-80 TO 87, , P.G. ROAD SECUNDERABAD, HYDERABAD TELANGANA - 500003

Signature valid

Digitally signed by [illegible] Tax PAN Services Unit - NSDL eGover[illegible]ce
Date: 20[illegible]2.0[illegible]:53:53 GMT+05:30
Reason: NSD[illegible] PAN Sign
Location: Mumbai

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
  स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है ।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962)
  आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
  एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card.
  संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAHCT0620M
नाम / Name
TP LUMINAIRE PRIVATE LIMITED
निगमन/गठन की तारीख
Date of Incorporation/Formation
07/12/2018

[illegible]
आयकर पैन सेवा इकाई, एस एस डी एल
5 वी मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.
Tel: 91-20-2721 [illegible], Fax: 91-[illegible]
e-mail: tininfo@nsdl.co.in

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

Dec 07, 2018

Ref.No.: 88305017651852/TAN/NEW

TO,
TP LUMINAIRE PRIVATE LIMITED
H NO 1-7-80 TO 87,
P.G_ROAD
SECUNDERABAD, HYDERABAD-500003
TELANGANA
TEL. NO.:66238412

Sir/Madam,

Sub : Allotment of Tax Deduction Account Number (TAN) as per Income Tax Act,1961

Kindly refer to your application (Form 49B) dated Dec 07, 2018 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation:

HYDT09477G

Please quote the same in all TDS challans,TDS Certificates,TDS returns,Tax Collection at Source(TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collections at Source Account Number under section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, alloted to you earlier.

Income Tax Department

Signature Not Verified

Digitally signed by NSDL e-Governance Infrastructure Ltd
Date: 2018.12.07 06:45:05 GMT+05:30
Reason: NSDL TAN Sign
Location: Mumbai

Caution : Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.

Ref: TPL-M/UI-SC/NMCLED/APR4 Dated: 4th April 2019

To,
The Engineer In Charge
Electrical Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan , Sharanpur Road
Nashik 422002

Ref : 1. Tender no. 2018_ NMC_365389_1
2. Letter of Award bearing no. 238 dated 6th March 2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – Acceptance of Letter of Award

Dear Sir,

We thank you for issuance of Letter of Award (LOA) bearing number 238 dated 6th March 2019. We hereby, acknowledge the receipt of the said LOA and communicate our acceptance in this regard.

We have enclosed all the signed copies as per the requirement of Nashik Municipal Corporation.

Thanking you

For Tata Projects Limited

Abhishek Das
Manager – Business Development (Smart Cities)
Tata Projects Limited
One Boulevard , 2nd , 3rd , 4th Floor ,
Lake Boulevard Street , Hiranandani Business Park
Powai , Mumbai 400076

Encl : 1 . Letter of Acceptance
2. Undertaking
3. Board Resolution novation to SPV
4. Performance Bank Guarantee
5. CIN of the SPV
6. MCA master data of SPV
7. MOA of SPV
8 . AOA of SPV
9. PAN of SPV
10. TAN of SPV

Ref: TPL-M/UI-SC/062/NASHIK-LED/03/1798 **Date: 15th March 2019**

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref: 1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 6th March 2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – Acceptance of Letter of Award

Dear Sir,

We thank you for issuance of Letter of Award (LOA) bearing number 238 dated 6th March 2019. We hereby, acknowledge the receipt of the said LOA and communicate our acceptance in this regard.

With reference to 2nd para of the said LOA, the requisite undertaking is also enclosed herewith.

We have already initiated the process of arranging Performance Bank Guarantee with the bankers and the same shall be furnished in the near future.

Thanking you,

For **TATA Projects Limited**

Gautam Balakrishnan
Vice President & HOD – Smart Cities
Tata Projects Limited
One Boulevard, 2nd, 3rd, 4th Floor,
Lake Boulevard Street, Hiranandani Business Park
Powai , Mumbai - 400076

Encl : 1. Undertaking

Ref: TPL-M/UI-SC/LED/NMC/0219/22

Date: 11.03.2019

To,
The Head of Electrical – Mechanical Department
Nashik Municipal Corporation
Rajiv Gandhi Bhawan, Sharanpur Road
Nashik – 422002

Ref RFP: RFP no. NMC/ELED/16/2017-18 dated 23.10.2018

Sub: Undertaking for installation of street lights at Nashik

Dear Sir,

With reference to your LOA dated 06.03.2019 for submission of undertaking kindly find below confirmation from our end

"We will install appropriate wattage luminaries required across the city to achieve the average illumination levels as per the RFP, which will be determined after the survey."

For Tata Projects Limited

TATA PROJECTS LIMITED

Gautam Balakrishnan
Vice President & HOD- Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street, Hiranandani Business Park, Powai,
Mumbai- 400076

Certified True Copy of minutes of 216th Meeting of Board of Directors of Tata Projects Limited held on Friday 22nd March 2019 at 10.00 a.m.

at Meeting Room - 201, 2nd Floor, Bombay House, 24 Homi Modi Street, Mumbai – 400001

Novation of Nashik Smart Street Lighting Project to TP Luminaire Pvt. Ltd.

"RESOLVED THAT pursuant to the terms and conditions of the following documents, viz.

1. Letter of Award vide Ref. No. 238 dated 06/03/2019 selecting Tata Projects as the Concessionaire for implementing Smart LED Street Lights Project issued by Nashik Municipal Corporation

2. Annexure – A to Corrigendum – 5 dated 18/01/2019 to the Tender Document issued by Nashik Municipal Corporation, clarifying that SPV Company of the Concessionaire is permitted to sign the Contract and execute the Project

3. Board Resolution dated August 8, 2018 according its approval to incorporate a SPV (Special Purpose Vehicle) Company to undertake Smart City Projects

4. Objects Clause of the Memorandum of Association of TP LUMINAIRE PRIVATE LIMITED

consent and approval of the Board of Directors be and is hereby accorded to get the Concessionaire Agreement and all other related documents signed with Nashik Municipal Corporation by TP Luminaire Private Limited (CIN No.: U45309TG2018PTC128877 dated 10/12/2018), which is a Wholly Owned Subsidiary Company of Tata Projects Limited formed as a SPV (Special Purpose Vehicle) Company to execute Smart Street Lighting Projects.

RESOLVED FURTHER THAT Mr. Rahul Shah, COO and Mr. Gautam Balakrishnan, Vice President be and are hereby severally authorized to sign letters and documents on behalf of Tata Projects Limited in this regard."

CERTIFIED TRUE COPY
For TATA PROJECTS LIMITED

B.S. BHASKAR
COMPANY SECRETARY

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

R 669945

S.No. 1047 Date 20/03/2019

Name:E. RAMAKRISHNA

S/o:Satyam

For Whom:STATE BANK OF INDIA

M. RAMADEVI

Licensed Stamp Vendor

No.22/[illegible]/2017

City Civil Court Complex,

East Marredpally, Secunderabad.

P.No.8685278973

130391 9BG 0000165

Bank Guarantee for Performance Security

29 MAR 2019

To,

Nashik Municipal Corporation,
Nashik Electrical Engineering Department,
3rd Floor, Rajiv Gandhi Bhawan, Sharanpur Road,
Nashik, Maharashtra - 422 002.

In consideration of Tata Projects Limited, One Boulevard, 2nd, 3rd,4th Floor, Lake Boulevard street, Hiranandani Business Park, Powai, Mumbai 400 076 submitting the response to RFP no NMC/ELED/16/2017-18 dated 23.10.2018 issued by Nashik Municipal Corporation("NMC") and considering such response to the RFP of Nashik Municipal Corporation (Which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting Tata Projects Limited and issuing Letter of Award NMC/ELECMECH/OWF/238/2019 dated 06/03/2019. As per terms of RFP and the same having been accepted by Tata Projects Limited.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039


SALES DEPOT
04 JAN 2019
HYDERABAD



తెలంగాణ तेलंगाना TELANGANA

R 669944

S.No. 1946 Date 20/03/2019

Name:E. RAMAKRISHNA

S/o:Satyam

For Whom:STATE BANK OF INDIA

M. RAMADEVI
Licensed Stamp Vendor
No. [illegible]/2017
[illegible], Secunderabad.
P.No.8885270973

29 MAR 2019

1303919BG0000165

1303919BG0000165

As per the terms of the RFP, the Successful Bidder (ie. TATA Projects Limited) has formed a Special Purpose Vehicle (SPV) with the name "TP LUMINAIRE PRIVATE LIMITED (M/s TP Luminaire Private Limited), to carry out the activities awarded under Letter of Award NMC/ELECMECH/OWF/238/2019 dated 06/03/2019(hereinafter called "the Concessionaire") by entering into the concession agreement with NMC.

As per the terms of the RFP, the **State Bank of India at Commercial Clients Group Branch, Door No 8-2-684/2/A, Anand Banjara Colony, Road No 12, Banjara Hills, Hyderabad – 500 034** (hereinafter referred to as 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NMC forthwith on demand in writing from NMC or any officer authorized by it in this behalf, an amount up to and not exceeding **Rs 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only)**, on behalf of M/s TP Luminaire Private Limited.

This guarantee shall be valid and binding on this Bank up to and including **June 25, 2020** and shall not be terminable by notice or any change in the constitution of the Bank or the changes in the term of contract or by any other reasons whatsoever. Our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039


DISTRICT REGISTRAR
SALES TAX
04 JAN 2019
HYDERABAD

29 MAR 2019

1303919BG00000165

Our liability under this Guarantee is restricted to **Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only)**

Our Guarantee shall remain in force until **June 25, 2020**. NMC shall be entitled to invoke this Guarantee till ~~**June 25, 2020**~~. June, 25, 2020

The Guarantor Bank hereby agrees and acknowledges that NMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by TP Luminaire Private Limited. The Guarantor Bank shall not require NMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against M/s TP Luminaire Private Limited, the [insert the name of the Successful Concessionaire] to or make any claim or demand or give any notice to M/s TP Luminaire Private Limited; or enforce any security held by or levy any distress, diligence or other process against the M/s TP Luminaire Private Limited, before enforcing this BANK GUARANTEE

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

1303919BG0000165

29 MAR 2019

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NMC in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Nashik shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only).**
2. This Bank Guarantee shall be valid upto 25-June- 2020.
3. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 25-June- 2021.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.
HARJOT KAUR
SS No. K-11168
Hyderabad-13039

(Signature of the Authorized Signatory)(Official Seal)

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-1303

Witness:

1.	2. .....
Signature	Signature
Name and Address Abdul Rab, TATA PROJECTS LTD	Name and Address RAMCHARAN, TATA Projects LTD

For STATE BANK OF INDIA

Deputy Manager (C.S.)
Commercial Clients Group No. 1750A, Mg

SWIFT

Main Reference NO:	1303919BG0000165	**Transaction Reference NO:**	1303919BG0000165
Unit Code:	13039	**Operator:**	5853230
Module Name:	BGIF	**Function Name:**	Inland_Issue_Bank_Guarantee
Transaction Date:	29-03-2019	**Transaction Time:**	15:49:14
Event Time:	1		

MT760COV ackFlag : notifyFlag :

B1: **Outgoing SWIFT Header 1**

F01SBIN001303950000000000

B2: **Receiver's BIC Code**

I760SBIN0010479N

7020: **Transaction Referance Number (Issuing Bank Guarantee Number)**

1303919BG0000165

7024: **Type of Bank Guarantee : Performance, Financial, Others**

PERFORMANCE

7025: **Amount of Guarantee Currency Code Amount**

INR82500000,

7026: **Guarantee Validity Guarantee From Date Guarantee To Date**

2019032920200625

7027: **Guarantee Effective Date**

20190329

7029: **End date for lodgement of claim**

20210625

7030: **Place of lodgement of claim**

STATE BANK OF INDIA

7031: **Issuing Branch IFSC**

SBIN0013039

7032: **Issuing branch name and address**

STATE BANK OF INDIA
SBI, DOOR NO.8
ANAND BANJARA COLONY
HYDERABAD

Chief Manager
STATE BANK OF INDIA
Commercial Clients Group Br-13039
Door No. 8-2-684/2/A,
Anand Banjara Colony,
Road No. 12, Banjara Hills,
HYDERABAD-500 034.
Email: cmcsu.ccghyd@sbi.co.in

7033: **Name of applicant and his details**

TATA PROJECTS LIMITED
MITHONA TOWERS-1,1-7-80 TO 87
PRENDERGHAST ROAD
SECUNDERABAD 500003 INDIA

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

7034: **Name of Beneficiary and his details**

NASHIK MUNICIPAL CORPORATION,
3RD FLOOR, RAJIV GANDHI BHAWAN,
SHARANPUR ROAD, NASHIK MAHARASHTRA
422002

7035: **Beneficiary IFSC**

SBIN0010479

7036: **Beneficiary branch name and address**

STATE BANK OF INDIA
NASIK MAHANAGAR PALIKA BR.
RAJIV GANDHI BHAWAN, SHARANPUR
NASIK

7038: **Purpose of Guarantee**

PERFORMANCE

7040: **Stamp Duty Electronically Paid (Y/N)**

N

7046: **Date of Payment**

20190329

7047: **Place of Payment**

COMMERCIAL CLIENT GROUP BRANCH

7048: **e-Bank Guarantee to be held in Demat Form(Y/N)**

N

20Z: **Transaction Reference Number**

NON-REGULAR

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- 0253 - 2222434

ई-मेल आयडी :- ee_electrical@nmc.gov.in

कार्यालय
विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.

NMC/ELECMECH/OWF/ /2019

जा.क्र.मनपा/विद्युत/वशि/डेस्क- / 384 /२०१९

दिनांक :- १० / ०५ /२०१९.

O. No. 345
Date : 10/05/2019

The Branch Manager
State Bank of India (Ext.)
Nashik Mahanagar Palika Branch,
Rajiv Gandhi Bhavan
Sharanpur Road, Nashik - 422 002

Subject: Validation of Performance Bank Guarantee (number: 1303919BG0000165) issued by State Bank of India, Anand Bazar Colony branch, Hyderabad (IFSC Code: SBIN0013039) dated March 29, 2019

Your kind attention is invited on Performance Bank Guarantee (number: 1303919BG0000165) issued by Concessionaire M/s Tata Projects Limited's bank, namely State Bank of India, Anand Bazar Colony branch, Hyderabad (IFSC Code: SBIN0013039) dated March 29, 2019 favouring Nashik Municipal Corporation, Nashik (beneficiary branch: SBI, Nashik Mahanagar Palika Branch, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik) for Street Light project under Nashik Smart City initiative.

Kindly confirm following validation parameters:

- Authenticity of the concerned PBG
- Expiry date of PBG

For your reference, a copy of PBG is hereby enclosed.

Regards

10/5/19

Executive Engineer – Electrical
Nashik Municipal Corporation

Maam,

As per Letter from NMC Electricity Department Kindly confirm regarding PBG No. 1303919BG0000165 issued by SBI Anand Bazar colony br. Hyderabad.

1. Authenticity of the concerned PBG
2. Expiry date of PBG.

Thanks.

भारतीय स्टेट बैंक / State Bank of India 10479 N.M.C. Br. Nashik महानगरपालिका शाखा

विनोद एस. मराठे
Vinod S. Marathe
M - 10149
Mob. 7875558045

02582588

Viva John
SBI Nanik Main Br.
Mob: 9673564341

Subject **Street Light Project in Nashik // Reviewed drafts of Contract and Escrow agreement**

From Sodhani, Shubham <shubhamsodhani@kpmg.com>

To se_mech@nmc.gov.in <se_mech@nmc.gov.in>

Cc ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>, Dhande, Harshad <harshaddhande@kpmg.com>, Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>, IN-FM Nashik Smart City KPMG PMU <in-fmnsckpmgpmu@kpmg.com>

Date 2019-05-24 12:13

- 2019 05 09 - Project Street Light - Draft Contract Agreement - Reviewed - V3.docx (~169 KB)
- 2019 05 09 - Project Street Light - Draft Escrow Agreement - Reviewed - V2.docx (~104 KB)
- 2019 03 08 - Street Light (LED) Project - ESCROW Agreement - Reasons - Response from NMC to vendor - V1.docx (~20 KB)
- 2019 03 08 - Street Light (LED) Project - ESCROW Agreement - Comparison of changes by Vendor, PMC, NMC - V2.docx (~22 KB)

Dear Sir

Please find reviewed drafts of contract and Escrow agreement which could be and have already been shared with vendor.

Regards
Shubham
PMC - NMSCDCL

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****

Subject **RE: Smart Light project // Contract**

From Sodhani, Shubham <shubhamsodhani@kpmg.com>

To ee_electrical <ee_electrical@nmc.gov.in>

Cc Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>, IN-FM Nashik Smart City KPMG PMU <in-fmnsckpmgpmu@kpmg.com>, Jain, Abhishek <abhishekjain24@kpmg.com>

Date 2019-05-09 17:11

Dear Sir

Further to our discussion, please find revised draft of contract agreement with a single correction made (in clause 4.2.b in accordance with RfP condition) over the reviewed draft of contract shared with vendor yesterday i.e. May 8, 2019 at 2.02 PM.

Regards
Shubham
PMC, NMSCDCL

कार्यशाळा व्यवस्थापन विभाग
पत्र आवक क्र. 3 दि. २८/५/२०१९
NMC / MRD / NWL / २०

विद्युत विभाग
आवक नं. ...६०१..
दिनांक- २८/५/२०१९

Ref (Elect)
Link to PC
27/5

From: Sodhani, Shubham
Sent: Wednesday, May 8, 2019 1:41 PM
To: 'ee_electrical' <ee_electrical@nmc.gov.in>

Subject	**Street Light Project in Nashik // Signing of Contract**
From	Project Coordinator <pmc@nashiksmartcity.in>
To	<abhishekdas@tataprojects.com>, <amolnisal@tataprojects.com>
Cc	<gautamb@tataprojects.com>, ee_electrical <ee_electrical@nmc.gov.in>, ee2electrical <ee2electrical@nashikcorporation.in>, PRAKASH THAVIL <ceo@nashiksmartcity.in>, Dhande, Harshad <harshaddhande@kpmg.com>, Jain, Abhishek <abhishekjain24@kpmg.com>, shubhamsodhani <shubhamsodhani@kpmg.com>, IN-FM Nashik Smart City KPMG PMU <in-fmnsckpmgpmu@kpmg.com>, swapnildeshmukh <swapnildeshmukh@kpmg.com>, SUNIL VIBHANDIK <ews@nashiksmartcity.in> 1 more...
Date	2019-05-22 17:56

Dear Abhishek

This is in reference to yesterday's meeting in Nashik between NMC, PMC and TPL. As was reiterated during the meeting, contract agreement needs to be executed without any further delay. Despite several rounds of responses from our end to your queries through all possible means – written, phone conversations and face to face discussions, there has been considerable delay on your part in signing the contract.

As suggested by you we are looking forward to a final meeting with TPL's decision making team on May 24 to finalize the contract and sign the same.

Regards
PMC - NMSCDCL

Re (Blackmail)
Communication shall be made by Exe Engr Electrical Dept of NMC from his official Id. to the TPL & PMC

2915

विद्युत विभाग
आवक नं. ...६००.....
दिनांक- २८/ ५ /२०१९

कार्यशाळा व्यवस्थापन विभाग
पत्र आवक क्र. ४ दि.२८/ ५/२०१९
NMC / MRD / WL / २० /



Subject **Street Light Project in Nashik // Execution of Contract**
From Sodhani, Shubham <shubhamsodhani@kpmg.com>
To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc se_mech@nmc.gov.in <se_mech@nmc.gov.in>, Dhande, Harshad <harshaddhande@kpmg.com>, Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>, IN-FM Nashik Smart City KPMG PMU <in-fmnsckpmgpmu@kpmg.com>
Date 2019-05-23 12:59

Dear Sir

It is advised to send a mail to Tata Projects Limited (TPL) asking them to execute the contract without any delay. According to Clause 3.24.6 of RfP, contract should be executed within the time frame as mentioned in Letter of Award (LoA). Further, LoA issued vide. outward number 238 and dated March 6, 2019 in favour of TPL clearly mandates contract be executed within 15 days of issuance of LoA.

Despite clear instructions in RfP, LoA and multiple communications with TPL suggesting to execute contract within timeframe, there has been significant delay on part of TPL.

Regards
Shubham
PMC - NMSCDCL

विद्युत विभाग
आवक नं. ५९९.
दिनांक- २८/५/२०१९

-----Original Message-----
From: Sodhani, Shubham
Sent: Friday, May 17, 2019 4:36 PM
To: 'ee electrical@nmc.gov.in' <ee electrical@nmc.gov.in>
Cc: Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>; se mech@nmc.gov.in; pmc@nashiksmartcity.in; Dhande, Harshad <harshaddhande@kpmg.com>; IN-FM Nashik Smart City KPMG PMU <in-fmnsckpmgpmu@kpmg.com>
Subject: RE: RE: Draft Escrow Agreement - RFP for Implementing Smart LED Street Lights across Nashik City

Dear Sir

Please find our observations on the feedback from TPL.

EE (Electrical)

Regards
Shubham
PMC - NMSCDCL

-----Original Message-----
From: ee electrical@nmc.gov.in [mailto:ee electrical@nmc.gov.in]
Sent: Friday, May 17, 2019 11:18 AM
To: pmc@nashiksmartcity.in; Sodhani, Shubham <shubhamsodhani@kpmg.com>; se mech@nmc.gov.in
Cc: Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>
Subject: Fwd: RE: Draft Escrow Agreement - RFP for Implementing Smart LED Street Lights across Nashik City

To The PMC
NMSCDCL

Please share your opinion on the below mail received from Tata Projects Limited regarding Smart Light projects.

Regards
Engineer-in-charge
Nashik Municipal Corporation

कार्यशाला व्यवस्थापन विभाग
दि. आवक क्र. ५ दि. २८/५/२०१९
NMC / MRD / NL / २०

-------- Original Message --------
Subject: RE: Draft Escrow Agreement - RFP for Implementing Smart LED Street Lights across Nashik City
Date: 2019-05-16 17:20
From: Amol Nisal <amolnisal@tataprojects.com>
To: "ee electrical@nmc.gov.in" <ee electrical@nmc.gov.in>, Abhishek Das <abhishekdas@tataprojects.com>
Cc: Project Coordinator <pmc@nashiksmartcity.in>, "Jain, Abhishek" <abhishekjain24@kpmg.com>, shubhamsodhani <shubhamsodhani@kpmg.com>

Dear Sir,
With reference to the trailing email on the escrow document shared with us.
Our finance & banking teams have gone through & reverted with their submission on certain amendments required.

Request your kind approval for the said amendments so that we can proceed with contract sign off.
Plz let me know for any clarification is required.
Regards,
Amol Nisal.

-----Original Message-----
From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
Sent: Thursday, May 9, 2019 6:13 PM
To: Abhishek Das <abhishekdas@tataprojects.com>
Cc: Amol Nisal <amolnisal@tataprojects.com>; Project Coordinator <pmc@nashiksmartcity.in>; Jain, Abhishek <abhishekjain24@kpmg.com>; shubhamsodhani <shubhamsodhani@kpmg.com>
Subject: Re: Draft Escrow Agreement - RFP for Implementing Smart LED Street Lights across Nashik City

To,

Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 9, 2019

Reference: Your email and draft of Escrow received from you through email at 5.15 pm dated April 4, 2019

Subject: Reviewed Escrow agreement for Street Light project under Nashik Smart City initiative

Please find attached herewith reviewed Escrow agreement along with reasons.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-04-04 17:15, Abhishek Das wrote:

> Dear Sir,
>
> W.r.t to the above mentioned subject , please find attached the draft Escrow Agreement with the comments from our team .
>
> Please revert with your approval for further action
>
> Thanks & Regards
>
> ABHISHEK DAS
>
> Manager - Business Development - Smart Cities
>
> Tata Projects Limited
>
> Transocean House , 3rd Floor,Lake Boulevard Road ,
>
> Hiranandani Business Park ,Powai , Mumbai 400076
>
> Email : abhishekdas@tataprojects.com
>
> Tel : 022 67402976 (Dir) Mobile : +91 7506067471 Notice:
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****

Subject	**RE: Invitation for negotiations and submission of required undertaking.**
From	Abhishek Das <abhishekdas@tataprojects.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc	Gautam Balakrishnan <gautamb@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, Project Coordinator <pmc@nashiksmartcity.in>
Date	2019-02-25 14:12

Dear Sir

With reference to the trailing mail for reconsideration of the financial quote submitted to Nashik Municipal Corporation , we hereby clarify that during our last visit to NMC on 21st February 2019 , the matter was discussed and clarified on our behalf with the Hon'ble Commissioner of NMC that Tata Projects Limited would not be able to increase the percentage share as quoted in the financial bid .

Also with reference to the quote for Buyback of existing luminaires and the additional fixtures Capex & O&M rates , we would not able to reconsider any further prices .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
Sent: 21 February 2019 17:47
To: Amol Nisal <amolnisal@tataprojects.com>
Cc: Gautam Balakrishnan <gautamb@tataprojects.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; pmc@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>
Subject: Invitation for negotiations and submission of required undertaking.

O.No.174 Dated 21/2/2019

To,
Mr. Amol Nisal,
Assistant General Manager- Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street, Hiranandani Business Park, Powai,
Mumbai- 400076

Subject: - Invitation for negotiations and submission of required undertaking.

Ref: Tender no. 2018_NMC_365389_1 and the Bid submitted by Tata Projects Limited in response to this tender for Smart LED street light system for Pan City in Nashik City.

The bid for above mentioned tender was opened on 05th February 2019. As part of the technical evaluation, the demonstration of Proof of Concept was carried out in the presence of the PoC committee. However, the Lux level of 170 W luminaries installed at the Trimbak road was lower than the lux level defined as per the RFP requirement. However the required lux level was achieved through installation of higher wattage luminaries by your team.

Since higher wattage luminaries were used to achieve the required lux level at Gangapur road, you are here by directed to submit an undertaking as below:

"We will install appropriate wattage luminaries wherever required across the city to achieve the lux level and uniformity as per the RFP requirements. However, the appropriate wattages will be finalized after the survey will be conducted and needs to be

EE (Electrical)

Dy E. (East)
N.O. Smart Lighting

approved by the Engineer-In-Charge."

You are required to submit the undertaking via returning email ASAP and submit the hard copy at below address by 06:00 PM on 25th February 2019.

Address:-
Electrical Department, 3rdFloor,
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik - 422002.

Moreover, we would like to request you for reconsidering your quote for the aforesaid tender related with the "Nashik Municipal Corporation
(NMC) share out of the overall Monthly savings in % which is presently 5% as per your current quote."

Whereas,The rates quoted for the Buy back of old fixtures and additional fixtures Capex and O&M rates also need to be re-think once.

Kindly share the revised offer ASAP.

Head of the department
Electrical-Mechanical Department,
Nashik Municipal Corporation, Nashik
Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender.

पुर्व

सलिम (मामा) शेख

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

प्रति,
जा. क्र.
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

दिनांक : २८/६/२०१९

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

आपले स्नेहांकीत
NKBodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२) मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३) अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४) कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

pl. Put up

EE (Electrical)
29/6/19

आव. १०३
दिनांक २९/६/२०१९

Dy (East)
1/7/2019

9092

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. १४ ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

जा. क्र. :

दिनांक : 1/7/2019

प्रति,

मा. आयुक्त साो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

३+समिक्षणा (पुर्व)
Pl. discuss 9
Put up
1/7/2019

विद्युत विभाग
आवक नं. ९०६
दिनांक- ९ / ७ /२०१९

१/७

१७१४

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपली विश्वासू

मेमन समिना शोएब
नगरसेविका, प्रभाग क्र. १४ (ब)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक
२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक
३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४. कार्यकारी अभियंता, विदयुत विभाग, मनपा नापशिक

नाकारी सूचना

95 विद्युत पुर्वि.

(1694)

NMC/AUDIT/OWL/2019/ ~~576~~ 601
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र/मुलेप/वशि/डेस्क- 11/1064/19
दिनांक:- 2 / 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. गजानन दामोदर शेलार नगरसेवक तथा गटनेता राष्ट्रवादी क्राँग्रेस पक्ष मनपा यांचे दिनांक 28/6/2019 रोजीचे पत्र.

महोदय,

उपरोक्त संदर्भिय विषयात नमुद केल्या प्रमाणे सदरचा विषय आपल्या विभागाशी संबधित असल्याने पत्रात नमुद केलेल्या बाबीबाबत करण्यात आलेल्या कार्यवाहीची माहिती मा. नगरसेवक, तथा गटनेता राष्ट्रवादी क्राँग्रेस पक्ष मनपा यांना कळविण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ...७.६८
दिनांक- २/७/२०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. गजानन दामोदर शेलार नगरसेवक,
तथा गटनेता राष्ट्रवादी क्राँग्रेस पक्ष मनपा
नाशिक महानगरपालिका, नाशिक.

Dy Engr (East)
Discussed in House.
Take legal opinion
from NMC empanelled
lawer / advocate
2/7/2019

1717 9698

शेलार गजानन दामोदर

नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक
माजी शहर जिल्हा अध्यक्ष राष्ट्रवादी काँग्रेस पार्टी, नाशिक
सदस्य : नामको बँक, नाशिक

निवास :
३२५४, कमोद रोड, बागवानपुरा,
नाशिक ४२२ ००१
निवास : ०२५३-२५९७९९७

लेखापरिक्षण विभाग
आवक पत्र क्र. ५१९
दिनांक २९/०६/१९
श्री.
धारणकर
मु.ले.प.

जा. क्र.: ३९

दिनांक : २८।६।२०१९

प्रति,
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पेसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

गुरुमितसिंग बग्गा
नगरसेवक, मनपा नाशिक

गजानन दामोदर शेलार
गटनेता राष्ट्रवादी काँग्रेस पक्ष,मनपा

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

सबधीत विभागास पत्र द्यावे

96 विद्युत

NMC/AUDIT/OWL/2019/ 575
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र /मुलेप/वशि/डेस्क- 11/1067/19
दिनांक:- 2/ 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. सलिम (मामा) शेख नगरसेवक,तथा गटनेता म.न.से यांचे दिनांक 29/6/2019 रोजीचे पत्र.

महोदय,

उपरोक्त संदर्भिय विषयात नमुद केल्या प्रमाणे सदरचा विषय आपल्या विभागाशी संबधित असल्याने पत्रात नमुद केलेल्या बाबीबाबत करण्यात आलेल्या कार्यवाहीची माहिती मा. नगरसेवक तथा गटनेता म.न.से मनपा यांना कळविण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ....७५८.
दिनांक- 2 / ७ /२०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. सलिम (मामा) शेख नगरसेवक, तथा
गटनेता म.न.से.मनपा
नाशिक महानगरपालिका, नाशिक.

Dy Engr (Elect)
2/7/2019

91620

(१६२१)

सलिम (मामा) शेख

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

लेखापरिक्षण विभाग
आवक पत्र क्र. ५२०
दिनांक २९/०६/१९
श्री. धारणकर
मु.ले.प.

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

प्रति,
जा.क्र.
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

दिनांक : २९/६/२०१९

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

NKBodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

संबंधीत विभागास पत्र द्यावे

91022

(9623)

97 विद्युत

NMC/AUDIT/OWL/2019/602
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र./मुलेप/वशि/डेस्क- 11/1062 /19
दिनांक:- 2/ 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. समीना शोएब मेमन नगरसेविका, प्रभाग क्र. 14 (ब) यांचे दिनांक 1/7/2019 रोजीचे पत्र.

महोदय,

उपरोक्त संदर्भिय विषयात नमुद केल्या प्रमाणे सदरचा विषय आपल्या विभागाशी संबधित असल्याने पत्रात नमुद केलेल्या बाबीबाबत करण्यात आलेल्या कार्यवाहीची माहिती नगरसेविका, यांना कळविण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ...७५९
दिनांक- 2 / ७ / २०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. समीना शोएब मेमन नगरसेविका, प्र.क्र. 14 (ब)
नाशिक महानगरपालिका, नाशिक.

Dy Engr (Elect)
2/7/2019

(9624)

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. १४ ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

लेखापरिक्षण विभाग
आवक पत्र क्र. ५२८
दिनांक ०१/०७/१९
श्री. [illegible]
मु.ले.प.

जा. क्र. : दिनांक : 1/7/2019

प्रति,

मा. आयुक्त सो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

श्री. [illegible] संबंधित विभागास पत्र द्यावे
[illegible] १/०७/१९

१७२६

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपली विश्वासू

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक

२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक

३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक

४. कार्यकारी अभियंता, विदयुत विभाग, मनपा,नापशिक

(१६२६)

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆ : २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

— ०२/०७/२०१९

जा.क्र.

दिनांक : / /२०१

प्रति,
मा.आयुक्त सो.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

[illegible]
[illegible] ११९
दिनांक- २ / ७ / १९

Dy Engr (Estt)
[illegible]
२/७/२०१९

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

1566 (9625)

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. १४ ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 1/7/2019
आयुक्त

जा. क्र. :

दिनांक : 1/7/2019

प्रति,

मा. आयुक्त साो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

उपअभियंता (पुर्व)

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

विद्युत विभाग
आवक नं. 9006
दिनांक- 2/7/2019

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही. जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

२..

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपली विश्वासू

मेमन सानिना शोएब
नगरसेविका, प्रभाग क्र. १४ (ब)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक
२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक
३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४. कार्यकारी अभियंता, विदयुत विभाग, मनपा,नापशिक

99 विद्युत

NMC/AUDIT/OWL/2019/608
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र./मुलेप/वशि/डेस्क- 11/1082/19
दिनांक:- 03 / 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. शाहु सहदेवराव खैरे, नगरसेवक तथा गटनेता भारतीय राष्ट्रीय काँग्रेस, प्रभाग क्र. 13 (ड) यांचे दिनांक 2/7/2019 रोजीचे पत्र.

महोदय,

विषयांकित प्रकरणी 1) श्री. मा. गजानन दामोदर शेलार नगरसेवक तथा गटनेता राष्ट्रवादी क्रॉंग्रेस पक्ष मनपा यांचे दिनांक 28/6/2019 रोजीचे पत्र 2) मा. सलिम (मामा) शेख नगरसेवक,तथा गटनेता म.न.से यांचे दिनांक 29/6/2019 रोजीचे पत्र. 3) मा. समीना शोएब मेमन नगरसेविका, प्रभाग क्र. 14 (ब) यांचे दिनांक 1/7/2019 रोजी यांचे पत्र प्राप्त झाले आहेत. ते आपणास पत्र क्र. जा क्र./मुलेप/वशि/डेस्क- 11/1066 /19, जा क्र./मुलेप/वशि/डेस्क- 11/1067/19, जा क्र./मुलेप/वशि/डेस्क- 11/1068 /19, दिनांक 02/07/2019 अन्वये पाठविण्यात आले आहेत.

उपरोक्त संदर्भान्वये प्राप्त झालेले पत्र आपणाकडे पाठविण्यात येत आहे. सदर पत्रातिल परिच्छेद 3 मधील नमुद बाबीकडे आपले लक्ष वेधण्यात येत आहे. त्याअनुषंगाने उचित कार्यवाही आपल्या स्तरावर व्हावी. व त्या बाबत संबंधीतास अवगत करण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ....U.E.E
दिनांक- 3 / 7 /२०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. शाहु सहदेवराव खैरे, नगरसेवक तथा
गटनेता भारतीय राष्ट्रीय काँग्रेस, प्रभाग क्र. 13 (ड)
नाशिक महानगरपालिका, नाशिक.

उपअभियंता (मुवि)
3/7/2019

91630

(963-9)

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆: २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

लेखापरिक्षण विभाग
आवक पत्र क्र.५२८
दिनांक ०२/०५/१९
श्री.
मु.ले.प.

~~०२/०७/२०१९~~

जा.क. दिनांक : / /२०१

प्रति,
मा.आयुक्त सो.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची डर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

9632

पुर्व.

9633

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. १४ ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

जा. क्र. :

दिनांक : 1/7/2019

प्रति,

मा. आयुक्त सो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

२..

Excel ची प्रत
याबाबत legal opinion घेणे आवश्यक
प्रोव्हाईड करावे

उपआयुक्त (पूर्व)

९७३४

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

Sleman

आपली विश्वासू

मेमन समिना शोएब
नगरसेविका, प्रभाग क्र. १४ (ब)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक
२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक
३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४. कार्यकारी अभियंता, विदयुत विभाग, मनपा,नापशिक

विद्युत विभाग
आवक नं. ....१०६..
दिनांक- १ / ७ / २०१९

पुर्व.

9634

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆ : २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

— ०२/०७/२०१९

दिनांक : / /२०१

जा.क्रं.

प्रति,
मा.आयुक्त सो.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

विद्युत विभाग
आवक नं. ....१११..
दिनांक- २ / ७/२०१९

EE/Elec
7/10/19
पुर्वेकडे पाठवावे
ठेवा

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

उपअभियंता (पूर्व)
दि. 3/7/19

9603E

पूर्व

L-343 6/7/19 9626

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆ : २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

०२/०७/२०१९

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 2/ 7 /2019
आयुक्त

जा.क. दिनांक : / /२०१

प्रति,
मा.आयुक्त साो.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

Shri Chavhan. M.Cl.Cell 2/7.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोटात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉंग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

विद्युत विभाग
आवक नं. ....993..
दिनांक- 2 / 6 /२०१९

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

91632

9635

IndusInd Bank

IndusInd Bank

Begumpet Branch
Hyderabad – 500 003

QUOTATION

Date: 17th July 2019

To
The Commissioner,
Nasik Municipal Corporation,
NASIK

Dear Sir,

Sub: Deployment of term deposits

With reference to the above, we are pleased to offer the rates as given in Annexure to this letter for the placement of bulk term deposits of above Rs. 5 Cr up to Rs. 10 Cr with us for various tenors. The above rates are valid for placement of deposits on 17th July 2019.

We look forward to a favorable response from you.

Yours faithfully,
FOR INDUSIND BANK LTD.

V. S. J. Gupta

([redacted] Relationship Manager)

Annexure

From		To		Interest Rate 5crs to 10crs (% p.a.) Callable
7	days	14	Days	5.55
15	days	30	Days	5.60
31	days	45	Days	5.80
46	days	60	Days	6.10
61	days	90	Days	6.30
91	days	120	Days	6.55
121	days	179	Days	6.60
180	days	210	Days	6.85
211	days	270	Days	6.90
271,	days	364	Days	7.00
365	days	1 Year 2 Months		7.25

९६४१

YES BANK

Date 12.07.2019

To,
Hon. Commissioner,
Nashik Municipal Corporation,
Nashik

Dear Sir/ Madam,

Sub: Proposal for Escrow Account Services to Nashik Municipal Corporation.

At the outset, we would like to thank you for giving us the opportunity to present our business proposition for Escrow Account Services.

At YES BANK, we have established a **'Truly Integrated' model** leveraging of our **'State of Art' technology** platform. The Transaction Banking Group through its **seamless delivery** of **high quality structured products** offers **value-added solutions** for **Capital Markets & Escrow Account Services, Cash Management Services and Trade Finance & Services.** Our Transaction Banking team has carved a niche for itself in the highly competitive financial marketplace by delivering **Integrated Financial Supply Chain Solutions** through the above mentioned services. I am certain that YES BANK can deliver immense incremental value to your organization with our Knowledge Banking approach

YES Bank offers specialized Escrow Account Services under the product domain of ***Capital Market & Escrow Account Services*** catering to multi-partite transactions. The Bank plays the instrumental role of an agent in such transactions, acting on the instruction of the principals, in holding and releasing the cash/collateral deposited with the Bank as the agent by either of the parties. At YES BANK, we have a **dedicated Escrow Desk** providing Escrow Account services for diverse structures such as

- ✓ Sale Shares and Purchase Arrangements
- ✓ Revenue Sharing Arrangements
- ✓ Prepaid Instrument Escrow Arrangements
- ✓ Credit Linked Arrangements
- ✓ Lease Rental Discounting Arrangements
- ✓ Trust and Retention Arrangements
- ✓ Capital Market Escrows
    - o IPOs/QIPs
    - o Delisting/Buyback Offers
    - o Open Offers

9602

Features

Under the Escrow Account Services portfolio, each Escrow transaction is managed **end-to-end** by a dedicated team of qualified professionals thereby delivering a highly customized service for the corporate. The expert regulatory advisory coupled with the **globally benchmarked operational risk management** practices ensures immaculate service delivery in **compliance with the extant regulatory framework** for all escrow transactions.

The **key differentiating features** of the Escrow Account Services proposition include:

- **Association with a Seasoned Banking Partner** with
  - Experience in structuring complex Escrow transactions
  - Expertise in regulatory & compliance advisory
  - Collateral Custody facilities for underlying documents including title deeds, agreements, share certificates and electronic media such as CDs, DVDs, Disk Drives, and Floppies
- **Best-in-Class Service Excellence** through
  - Seamless Coordination with escrow parties and intermediaries
  - ISO Certified Back Office
  - Faster Turn Around Time in engagement, implementation and execution phases
  - Account structuring capability with Freeze/Unfreeze, Block/Unblock, Sweepin/Sweep-out facilities
- **Superior & Accurate Information Management** through
  - Customized MIS/Transaction specific reporting
- **Speedier Settlements across geographies with**
  - e-Payments RTGS/NEFT/NECS/NACH : 73,000+ branches across 15,000+ locations
  - DD/ Cheque Printing: Payable across 750+ locations
  - Multiple International Correspondent bank arrangements.

- **Commercial Terms**
- Escrow A/c Fees: INR 2,00,000/- + applicable service tax covering the below expenses
  - Account Opening Charges
  - Account Maintenance charges as per Escrow Arrangement
  - Fund Transfer Charges, if applicable for the mode of disbursement from the escrow
  - Account Closure Charges

9673

- **Key Clients**

Infrastructure Development Finance Corporation	*Indiabulls Financial Services*	*International Finance Corporation (World Bank Group)*
Future Capital Finance Services	*L&T Infra Finance*	*Rabo India Finance*
Housing Development Finance Corporation	*Srei Infrastructure Finance Ltd*	*Tata Power Renewable Energy Ltd*
Apeejay Group	*Welspun Energy*	*Gammon Infrastructure*
Olam International	*GVK Infrastructure*	*Reliance Big Entertainment*
Lanco Infratech	*Reliance Infrastructure*	*Orient Green Power*
Hindustan Construction Company	*Manipal Health Systems*	*Mahindra & Mahindra*
Essar Power Orissa	*Adani Group*	*Lodha Developers*
Apollo Hospitals	*ABG Infralogistics*	*Inox Renewables Ltd*

The YES BANK Escrow Account privileged banking relationship will be managed by Mr Prasad Raya , can be contacted at **7507522779 or email Prasad.raya@yesbank.in** . We reiterate our services are an expression of our ability to work in close tandem with you and to explore areas of cooperation and develop a mutually beneficial business relationship.

Also find the attached Annexure I for Saving Account interest Rates & Annexure II for Fixed Deposit Rates.

Thank you,

Sincerely,

Prasad Raya.
Relationship Manager

Hrishikesh Deshpande.
Product Sales Manager

96788

Other terms

- This offer is an in-principle offer and is subject to our internal approvals and sanctions in place (wherever necessary).
- The Company will have to execute necessary documents required in appointing YES BANK as the Escrow Bank for the transaction.
- YES BANK shall not be liable for any failure to perform any of its obligations, if its performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). "Force Majeure Event" means any event beyond the reasonable control of YES BANK, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind (including concerning the pickup agency), riots, insurrection, war or acts of government, loss of instruments by the pickup agency/correspondent banks.
- Our offer is subject to prevailing RBI & SEBI and other regulatory guidelines from time to time.

For

Nashik Municipal Corporation

_____

(Authorised Signatory)

Name of the Signing Authority : _____

Designation : _____

Please send us a signed copy for our records

(9684)

ANNEXURE 1

Best-in-Class Savings Interest Rate**

Balance Maintained	Rate of Interest Applicable*
Savings Account Balance of INR 100 Crore and above	**6.50% p.a.**
Savings Account Balance of INR 1 Crore & above	**6.25% p.a.**
Savings Account Balance of INR 1 lac to less than 1 Crore	6.00% p.a.
Savings Account Balance less than INR 1 lac	5.00% p.a.

***Rate applicable on the daily balances. Rates are subject to change at the sole discretion of YES BANK.*

9628

ANNEXURE II

Fixed Deposit Rates:

Tenure	2.00 Cr to < 2.20 Cr	2.20 Cr to < 2.25 Cr	2.25 Cr to < 5.00 Cr	5.00 Cr to < 5.05 Cr	5.05 Cr to < 5.10 Cr	5.10 Cr to < 10.00 Cr
76 days to 90 days	6.80%	5.90%	6.80%	6.80%	5.90%	6.80%
91 days to 100 days	7.25%	6.05%	7.25%	7.25%	6.05%	7.25%
101 days to 120 days	7.25%	6.05%	7.25%	7.25%	6.05%	7.25%
121 days to 150 days	7.25%	6.05%	7.25%	7.25%	6.05%	7.25%
151 days to 180 days	7.35%	6.05%	7.35%	7.35%	6.05%	7.35%
181 days to 184 days	7.55%	6.15%	7.55%	7.55%	6.15%	7.55%
185 days to 210 days	7.55%	6.15%	7.55%	7.55%	6.15%	7.55%
211 days to 240 days	7.55%	6.15%	7.55%	7.55%	6.15%	7.55%
241 days to 270 days	7.60%	6.15%	7.60%	7.60%	6.15%	7.60%
271 day	7.65%	6.15%	7.65%	7.65%	6.15%	7.65%
365 D	7.65%	6.15%	7.65%	7.75%	6.15%	7.75%
366 D (1Year)	7.90%	6.30%	7.90%	7.95%	6.30%	7.95%

Rates: for 15th July 2019.

Note :

1. Actual number of days will be calculated at the time of booking.
2. For less than 1 year deposit, please mention tenure in days.
3. Reinvestment is available for minimum tenure of 6 months 1 day (actual number of days of month will be calculated).
4. For values 1 Cr > 5 Cr, premature penalty is not applicable.
5. For values > 5 Cr, premature penalty is applicable; 0.25 % less in the industry.
6. Monthly payout FD's (tenure > 6 months) will be at discounted rate.
7. Booking of multiple FD's is not allowed.
8. Lower rates will be applicable, if there is an overlap of two rate buckets.
9. Premature of FD is strictly not allowed, if FD booked under without premature withdrawal facility.
10. Interest will be calculated on quarterly compounding basis, which increases the actual net yield.
11. Aforesaid rates to be re-confirmed from bank on the day of actual FD booking (i.e. the day of actual funds transfer).

Interest rates are subject to change at the sole discretion of the Bank

* *Terms & Conditions applicable.*

9686

Subject RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
commissioner@nmc.gov.in <commissioner@nmc.gov.in>, se_mech@nmc.gov.in

Cc <se_mech@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Amol Nisal <amolnisal@tataprojects.com>

Date 2019-07-09 12:40

Dear Sir,

With reference to the letter submitted by Tata Projects Limited on 24th June 2019 and subsequently Your mail dated 2nd July 2019 , we again hereby reaffirm that we remain open to solve the open issues at the earliest.and look forward to sign the contract .

However , the letter sent by your goodself does not address our concerns with respect to the " Contra Preferentum " clause which refers to the ambiguity between the DCA and the Draft Escrow Agreement and the RFP.

We request you to please send us your reply detailing our concerns raised in the letter dated 24th June 2019.

Thanks & Regards
ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 02 July 2019 18:39
To: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; se_mech@nmc.gov.in; ceo@nashiksmartcity.in
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,
Vice President - Smart Cities
Tata Power Projects

Date: July 2, 2019

Reference:

9082

1. Contract agreement shared with TPL at on May 31, 2019 and on May 9, 2019 for signing
2. Escrow agreement shared with TPL on May 9, 2019 3. Reminders sent through email on 9 May, on 23 May, on 31 May, on 10 June to sign contract 4. Your letter received on June 24, 2019 through email

Subject: Smart Light project in Nashik under Nashik Smart City initiative and Signing of Contract

Kind attention: Mr. Ravishankar Chandrashekaran

Please note the clause mentioned in draft Escrow agreement appended in RfP needs to be followed in relation to depositing monies in escrow account.

In light of this you are suggested to sign the contract without any further delay and start with execution at the earliest.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

9684

Subject RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Cc commissioner@nmc.gov.in <commissioner@nmc.gov.in>, commissionernmc@gmail.com <commissionernmc@gmail.com>, se_mech@nmc.gov.in <se_mech@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, harshaddhande@kpmg.com <harshaddhande@kpmg.com>, Amol Nisal <amolnisal@tataprojects.com>

Date 2019-06-24 10:09

- Letter to NMC - 24 June 2019 - .pdf (~648 KB)

Dear Sir,

In response to mail dated 15.06.2019 and subsequent TPL letter dated 20.06.2019 and subsequent discussions held at your good office on 21st June 2019 , please find attached letter .

We remain ready to resolve the open issues amicably and look forward for earliest signing of the contract .

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 15 June 2019 17:40
To: Gautam Balakrishnan <gautamb@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; commissionernmc@gmail.com; se_mech@nmc.gov.in; ceo@nashiksmartcity.in; pmc@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; shubhamsodhani@kpmg.com; harshaddhande@kpmg.com; swapnildeshmukh@kpmg.com; amitpatjoshi@kpmg.com
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,
Vice President - Smart Cities
Tata Power Projects

9690

Reference:
1.Contract agreement shared with TPL at 7.25 pm on May 31, 2019 and at 5.30 pm on May 9, 2019 for signing
2.Escrow agreement shared with TPL at 6.13 pm on May 9, 2019
3.Reminders sent via email at 5.30 pm on 9 May, 6.13 pm on 23 May, 7.25 pm on 31 May, 6.52 pm on 10 June to sign contract

Subject: Final copy of Contract and Escrow agreement and fifth reminder to sign contract without any further delay

Despite multiple clarifications on queries raised by you on draft Contract and Escrow, several reminders to sign contract without delay and reiteration of need to be in total compliance of RfP conditions, contract has not been signed due to delay from TPL's end. This has severely delayed the execution work. Clause 3.24.6 of RfP, clearly states that contract should be executed within 15 days of issuance of LoA, which was issued vide. outward number 238 dated March 6, 2019 in favour of TPL.

Attached herewith is final draft of Contract and Escrow agreement. Owing to further delay from TPL's end in case the agreement is not signed within 7 days from now, appropriate action would be taken.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-06-10 18:52, ee_electrical@nmc.gov.in wrote:
To,

Vice President - Smart Cities
Tata Power Projects

Date: June 10, 2019

Reference: Mail from TPL on June 10, 2019 at 11.33 am related to requests for incorporating changes in Escrow agreement.

Subject: Response on requests made by TPL on Escrow agreement and signing of contract without any further delay. Please find our response (in line with RfP conditions) on requests made by you with regards to incorporating changes in draft Escrow and Contract agreements. Time and again we have clarified that RfP conditions are unchangeable.

In light of this, for fifth time you are being suggested to sign the contract without any further delay in line with RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

9649

On 2019-06-10 11:33, Abhishek Das wrote:
Dear Sir,

With reference to the discussion held at Nashik on 28th May 2019 , we had shared the mail which consisted the discussed points for which we are requesting the amendments .

We request you to please share your comments and revert on the same for putting up to our internal teams.

TPL's representative can sign the contract post clearance from our internal teams.

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani Business Park ,Powai , Mumbai 400076 Email : abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 31 May 2019 19:26
To: Gautam Balakrishnan <gautamb@tataprojects.com>
Cc: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; se_mech@nmc.gov.in; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>; harshaddhande@kpmg.com
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Vice President - Smart Cities
Tata Power Projects

Date: May 31, 2019

Kind attention: Mr. Gautam Balakrishnan

Reference: Discussion in Nashik with your team on May 28, 2019 related to signing of contract

Subject: Signing of contract for Smart Street Light project under Nashik Smart City initiative without any further delay

9642

This is the fourth reminder suggesting you to sign the contract without any further delay in line with RfP conditions. Please find attached herewith final contract agreement in line with RfP document and successive corrigendums.

You are again requested to sign the contract at the earliest in order to mitigate the delay which has happened so far from your team's end owing to the requests for changing RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal '
Corporation

On 2019-05-13 17:54, ee_electrical@nmc.gov.in wrote:
To,

Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 13, 2019

Reference: Your email at 5.58 pm dated May 10,2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Per your previous mail, please find revised contract agreement. Further please note following observations on the three points highlighted by you in last mail.

1) CLAUSE 4.2 B - CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Response from NMC: This is not a modification, but correction in line with RfP condition mentioned on page 53 under "Deposit and Replenishment Request". It may be noted, that whatever is mentioned in RfP is of paramount importance and must necessarily be adhered to.

2) Clause 12 - New points added in Concessionaire Event of Default.

Response from NMC: May be removed and made according to original version.

3) Clause 13.2 – Clause for Termination of Concession Agreement by Concessionaire modified

Response from NMC: A slight change has been made for the purpose of clarity for both sides. This provision needs to be retained for clarity in future.

After these clarifications, you are requested to execute the contract agreement at the earliest.

9698

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-10 17:58, Abhishek Das wrote:
Dear Sir ,

With reference to your mail yesterday regarding the draft Contract agreement sent to us , our internal team have reviewed the agreement and the comments put forth .

However, it has been observed that the clauses given below have been inadvertently added or modified. These modifications are not being accepted by our internal team and hence we request you that the original clauses should be retained during signing of agreement.

1) CLAUSE 4.2 B -

CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Original clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _within 1 month of the signing of Energy Savings and Performance Contract (ESPC)'._

Modified clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _after successful installation.

2) CLAUSE 12 -

NEW POINTS ADDED IN CONCESSIONAIRE EVENT OF DEFAULT.

h) If the Concessionaire places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMC

i) If the Concessionaire fails to provide the quality services as envisaged under this Contract, NMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. NMC may decide to give one chance to the Successful Bidder to improve the quality of the services.

j) If the Concessionaire fails to comply with any final decision reached as a result of dispute resolution or arbitration proceedings

3) CLAUSE 13.2 –

CLAUSE FOR TERMINATION OF CONCESSION AGREEMENT BY CONCESSIONAIRE

96 yr

MODIFIED

Original Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/Authority Event of Default has occurred and continued for more than sixty (60) days.

Modified Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice _of at least 30 days_ to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

The draft agreement with comments is enclosed for your needful action.

Thanks & Regards
ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----

From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Sent: 09 May 2019 17:31

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; swapnildeshmukh@kpmg.com

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,
Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 9, 2019

Reference: Your reply received through email at 2.56 pm dated May 8, 2019

9696

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Please note that contract agreement should be signed at the earliest. This would enable signing of Escrow agreement. Hence, you are requested to come to Nashik tomorrow i.e. May 10, 2019 for signing of contract without any further delay.

Further, please find revised draft of contract agreement with a single correction made (in clause 4.2.b in accordance with RfP condition) over the reviewed draft of contract shared by us with you yesterday i.e. May 8, 2019 at 2.02 PM.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-08 14:56, Abhishek Das wrote:

Dear Sir,

We thank you for sharing your comments on the Draft Energy Savings & Performance Contract .

We had also shared our Project Finance team's version of Draft Escrow Agreement. Request you to share your comments on the Draft Escrow Agreement at the earliest.

We shall share your comments with our internal teams for their approval and further action .

As a process, we need our internal team's vetting to enter into any contract. Only after approval of both the agreements by our respective teams , we would be able to travel to Nashik for signing the contract. So we request you again to share us the Draft Escrow Agreement at the earliest.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani

Business Park ,Powai , Mumbai 400076 Email :

abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile: +91-7506067471

-----Original Message-----

From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Sent: 08 May 2019 14:02

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>

9694E

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

Dear Mr. Abhishek Das

Manager - Business Development, Smart Cities Tata Power Projects

Further to your last mail regarding contract agreement for Smart Street Light project, please find attached herewith reviewed contract with review points highlighted in yellow. Also, attached is the reason sheet.

You are requested to come to Nashik tomorrow i.e. May 9, 2019 for signing the contract.

Subsequent to signing of contract agreement, Escrow agreement would be executed.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-04-04 16:56, Abhishek Das wrote:

Dear Sir ,

With reference to the Draft contract agreement attached herewith - which has been cleared by our contracts team , please provide your comments for further action.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

0646

Subject	**RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC**
From	Abhishek Das <abhishekdas@tataprojects.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc	commissioner@nmc.gov.in <commissioner@nmc.gov.in>, se_mech@nmc.gov.in <se_mech@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Amol Nisal <amolnisal@tataprojects.com>
Date	2019-07-09 12:40

Dear Sir,

With reference to the letter submitted by Tata Projects Limited on 24th June 2019 and subsequently Your mail dated 2nd July 2019 , we again hereby reaffirm that we remain open to solve the open issues at the earliest and look forward to sign the contract .

However , the letter sent by your goodself does not address our concerns with respect to the " Contra Preferentum " clause which refers to the ambiguity between the DCA and the Draft Escrow Agreement and the RFP .

We request you to please send us your reply detailing our concerns raised in the letter dated 24th June 2019 .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 02 July 2019 18:39
To: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; se_mech@nmc.gov.in; ceo@nashiksmartcity.in
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Vice President - Smart Cities
Tata Power Projects

Date: July 2, 2019

Reference:
1. Contract agreement shared with TPL at on May 31, 2019 and on May 9, 2019 for signing
2. Escrow agreement shared with TPL on May 9, 2019 3. Reminders sent through email on 9 May, on 23 May, on 31 May, on 10 June to sign contract 4. Your letter received on June 24, 2019 through email

Subject: Smart Light project in Nashik under Nashik Smart City initiative and Signing of Contract

Kind attention: Mr. Ravishankar Chandrashekaran

Please note the clause mentioned in draft Escrow agreement appended in RfP needs to be followed in relation to depositing monies in escrow account.

In light of this you are suggested to sign the contract without any further delay and start with execution at the earliest.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-06-24 10:09, Abhishek Das wrote:

Dear Sir,

In response to mail dated 15.06.2019 and subsequent TPL letter dated 20.06.2019 and subsequent discussions held at your good office on 21st June 2019 , please find attached letter .

We remain ready to resolve the open issues amicably and look forward for earliest signing of the contract .

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani Business Park ,Powai , Mumbai 400076 Email : abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
Sent: 15 June 2019 17:40
To: Gautam Balakrishnan <gautamb@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; commissionernmc@gmail.com; se mech@nmc.gov.in; ceo@nashiksmartcity.in; pmc@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; shubhamsodhani@kpmg.com; harshaddhande@kpmg.com; swapnildeshmukh@kpmg.com; amitpatjoshi@kpmg.com
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Vice President - Smart Cities
Tata Power Projects

Reference:
1.Contract agreement shared with TPL at 7.25 pm on May 31, 2019 and at 5.30 pm on May 9, 2019 for signing
2.Escrow agreement shared with TPL at 6.13 pm on May 9, 2019
3.Reminders sent via email at 5.30 pm on 9 May, 6.13 pm on 23 May, 7.25 pm on 31 May, 6.52 pm on 10 June to sign contract

Subject: Final copy of Contract and Escrow agreement and fifth reminder to sign contract without any further delay

Despite multiple clarifications on queries raised by you on draft Contract and Escrow, several reminders to sign contract without delay and reiteration of need to be in total compliance of RfP conditions, contract has not been signed due to delay from TPL's end. This has severely delayed the execution work. Clause 3.24.6 of RfP, clearly states that contract should be executed within 15 days of issuance of LoA, which was issued vide. outward number 238 dated March 6, 2019 in favour of TPL.

Attached herewith is final draft of Contract and Escrow agreement. Owing to further delay from TPL's end in case the agreement is not signed within 7 days from now, appropriate action would be taken.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-06-10 18:52, ee electrical@nmc.gov.in wrote:

To,

Vice President - Smart Cities
Tata Power Projects

964

Date: June 10, 2019

Reference: Mail from TPL on June 10, 2019 at 11.33 am related to requests for incorporating changes in Escrow agreement.

Subject: Response on requests made by TPL on Escrow agreement and signing of contract without any further delay

Please find our response (in line with RfP conditions) on requests made by you with regards to incorporating changes in draft Escrow and Contract agreements. Time and again we have clarified that RfP conditions are unchangeable.

In light of this, for fifth time you are being suggested to sign the contract without any further delay in line with RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-06-10 11:33, Abhishek Das wrote:

> Dear Sir,
>
> With reference to the discussion held at Nashik on 28th May 2019 , we had shared the mail which consisted the discussed points for which we are requesting the amendments .
>
> We request you to please share your comments and revert on the same for putting up to our internal teams .
>
> TPL's representative can sign the contract post clearance from our internal teams .
>
> Thanks & Regards
>
> ABHISHEK DAS
> Manager - Business Development - Smart Cities Tata Projects Limited
> Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani Business Park ,Powai , Mumbai 400076 Email : abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91 7506067471
>
> -----Original Message-----
> From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
> Sent: 31 May 2019 19:26
> To: Gautam Balakrishnan <gautamb@tataprojects.com>
> Cc: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; se mech@nmc.gov.in; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>; harshaddhande@kpmg.com
> Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC
>
> To,
>
> Vice President - Smart Cities
> Tata Power Projects
>
> Date: May 31, 2019
>
> Kind attention: Mr. Gautam Balakrishnan
>
> Reference: Discussion in Nashik with your team on May 28, 2019

related to signing of contract

Subject: Signing of contract for Smart Street Light project under Nashik Smart City initiative without any further delay

This is the fourth reminder suggesting you to sign the contract without any further delay in line with RfP conditions.
Please find attached herewith final contract agreement in line with RfP document and successive corrigendums.

You are again requested to sign the contract at the earliest in order to mitigate the delay which has happened so far from your team's end owing to the requests for changing RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-13 17:54, ee electrical@nmc.gov.in wrote:

To,

Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 13, 2019

Reference: Your email at 5.58 pm dated May 10,2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Per your previous mail, please find revised contract agreement. Further please note following observations on the three points highlighted by you in last mail.

1) CLAUSE 4.2 B - CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Response from NMC: This is not a modification, but correction in line with RfP condition mentioned on page 53 under "Deposit and Replenishment Request". It may be noted, that whatever is mentioned in RfP is of paramount importance and must necessarily be adhered to.

2) Clause 12 - New points added in Concessionaire Event of Default.

Response from NMC: May be removed and made according to original version.

3) Clause 13.2 - Clause for Termination of Concession Agreement by Concessionaire modified

Response from NMC: A slight change has been made for the purpose of clarity for both sides. This provision needs to be retained for clarity in future.

After these clarifications, you are requested to execute the contract agreement at the earliest.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-10 17:58, Abhishek Das wrote:

Dear Sir ,

With reference to your mail yesterday regarding the draft Contract

9629

agreement sent to us , our internal team have reviewed the agreement and the comments put forth .

However, it has been observed that the clauses given below have been inadvertently added or modified. These modifications are not being accepted by our internal team and hence we request you that the original clauses should be retained during signing of agreement.

1) CLAUSE 4.2 B -

CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Original clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _within 1 month of the signing of Energy Savings and Performance Contract (ESPC)'._

Modified clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _after successful installation._

2) CLAUSE 12 -

NEW POINTS ADDED IN CONCESSIONAIRE EVENT OF DEFAULT.

h) If the Concessionaire places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMC

i) If the Concessionaire fails to provide the quality services as envisaged under this Contract, NMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. NMC may decide to give one chance to the Successful Bidder to improve the quality of the services.

j) If the Concessionaire fails to comply with any final decision reached as a result of dispute resolution or arbitration proceedings

3) CLAUSE 13.2 -

CLAUSE FOR TERMINATION OF CONCESSION AGREEMENT BY CONCESSIONAIRE MODIFIED

Original Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

Modified Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice _of at least 30 days_ to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

The draft agreement with comments is enclosed for your needful action.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

9642

Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----

From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>

Sent: 09 May 2019 17:31

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; swapnildeshmukh@kpmg.com

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Mr. Abhishek Das

Manager - Business Development,

Smart Cities Tata Power Projects

Date: May 9, 2019

Reference: Your reply received through email at 2.56 pm dated May 8,

2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Please note that contract agreement should be signed at the earliest.

This would enable signing of Escrow agreement. Hence, you are requested to come to Nashik tomorrow i.e. May 10, 2019 for signing of contract without any further delay.

Further, please find revised draft of contract agreement with a single correction made (in clause 4.2.b in accordance with RfP condition) over the reviewed draft of contract shared by us with you yesterday i.e. May 8, 2019 at 2.02 PM.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-08 14:56, Abhishek Das wrote:

> Dear Sir,
>
> We thank you for sharing your comments on the Draft Energy Savings &
>
> Performance Contract .
>
> We had also shared our Project Finance team's version of Draft Escrow

9623

Agreement .

Request you to share your comments on the Draft Escrow Agreement at

the earliest .

We shall share your comments with our internal teams for their

approval and further action .

As a process, we need our internal team's vetting to enter into any

contract . Only after approval of both the agreements by our

respective teams , we would be able to travel to Nashik for signing

the contract

So we request you again to share us the Draft Escrow Agreement at the

earliest .

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani

Business Park ,Powai , Mumbai 400076 Email :

abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91

7506067471

-----Original Message-----

From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>

Sent: 08 May 2019 14:02

| To: Abhishek Das <abhishekdas@tataprojects.com>

| Cc: Amol Nisal <amolnisal@tataprojects.com>

| Subject: Re: Draft Contract Agreement for PPP based Streetlighting

| project of NMC

|

| Dear Mr. Abhishek Das

| Manager - Business Development, Smart Cities Tata Power Projects

|

| Further to your last mail regarding contract agreement for Smart

| Street Light project, please find attached herewith reviewed contract

| with review points highlighted in yellow. Also, attached is the reason

| sheet.

|

| You are requested to come to Nashik tomorrow i.e. May 9, 2019 for

| signing the contract.

|

| Subsequent to signing of contract agreement, Escrow agreement would
be

| executed.

|

| Regards

| Engineer-in-charge, Electrical Department Nashik Municipal Corporation

|

|

|

|

| On 2019-04-04 16:56, Abhishek Das wrote:

|| Dear Sir ,

||

|| With reference to the Draft contract agreement attached herewith -

9624

which has been cleared by our contracts team , please provide your

comments for further action .

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

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नाशिक महानगरपालिका, नाशिक

राजीव गांधी भवन, शरणपूर रोड, पोस्ट बॉक्स नं. १२, नाशिक ४२२ ००२.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

☎ पी.बी.एक्स. : २५७५६३१, २५७५६३२, २५७७९५२, २५७७९२१
२५७७९२३, २५७१४७९, २५७१८७२ • फॅक्स : (०२५३) : २५७७९३६, २३१५७०४

नाशिक महानगरपालिका,नाशिक
अधिक्षक अभियंता (वि-यां.)कार्यालय,
जा.क्र./विद्युत/वशि/ ५३० /२०१९
दिनांक: १८ / ०७ /२०१९

प्रति,
मा.ॲड. श्री.पी.नारायण,
मे.पी.नारायण अँड असोसिएट्स,
ब्लॉक नं.३, ओबेराय हाऊस,
स.नं.६७/२ नळ स्टॉप, कर्वे रोड, पुणे-४११००४
ई-मेल pnarayan001@gmail.com

विषय : नाशिक मनपा मध्ये PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत.
संदर्भ : १) मा.महाराष्ट्र शासन उर्जा संवर्धन धोरण अपाऊ/२०१५/क्र.क.३७८/उर्जा ७/धोरण/ २०१७ दि.२२/०४/२०१७.
२) मा.महासभा ठराव क्र.१३८० दि.०६/१०/२०१८
३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९
४) मा.सदस्य श्री.गुरुमीत बग्गा यांचे दि.२९/०६/२०१९ चे पत्र.
५) मा.सदस्य श्री. गजानन शेलार यांचे दि.२९/०६/२०१९ चे पत्र.

महोदय,

नाशिक मनपामध्ये PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणेबाबत उपरोक्त सहपत्रित केलेल्या केलेल्या संदर्भ १ ते ३ प्रमाणे मान्यता मिळालेली आहे. नाशिक मनपाने MIC Electronics हैद्राबाद या कंपनीशी मनपा क्षेत्रात बी.ओ.टी. तत्वावर एलईडी लाईट बसविणे या कामाबाबत नाशिक जिल्हा न्यायालयात दावा क्र.१०/२०१५ व २९४/२०१५ प्रमाणे दावा दाखल केलेला आहे. त्यापैकी दावा क्र.१०/२०१५ बाबत न्यायालयाने दि.०८/०३/२०१९ रोजी अंतीम निकाल दिलेला असून दावा क्र.२९४/२०१५ बाबत दि.१९/०७/२०१९ अशी तारीख दिलेली आहे. तसेच मा.नाशिक जिल्हा न्यायालयाच्या १०/२०१५ च्या दाव्याबाबतच्या निकालाप्रमाणे नाशिक मनपाच्या वतीने Arbitrator नियुक्त केल्याची नोटीस MIC Electronics हैद्राबाद यांना दि.१०/०५/२०१९ प्रमाणे दिलेली आहे. त्याबाबत मे. MIC Electronics यांना नोटीस प्राप्त झाल्याची व त्याबाबत त्यांचे दि.२०/०६/२०१९ च्या ई-मेल पत्राव्दारे मनपास NCLT हैद्राबाद बेंच ची त्यांचे एका दुसऱ्या प्रकरणची दि.१३/०३/२०१८ ची प्रत जोडली आहे.

नाशिक मनपाच्या जून २०१९ च्या महासभेमध्ये काही सदस्यांनी असा प्रश्न उपस्थित केला की, मनपाने त्यांचे विषयांकीत PPP तत्वावरील स्मार्ट लाईटींग प्रकल्प राबविल्यास नाशिक मनपास MIC Electronics या कंपनीस नुकसान भरपाई द्यावी लागेल तदनंतर त्यांनी

मनपा आयुक्त सो. यांचे कडे लेखी पत्र देऊन (संदर्भ ४ व ५ सहपत्रीत केलेले) आक्षेप नोदविलेले आहेत.

उपरोक्त सर्व नमूद संदर्भ व दावे १०/२०१५ व २९४/२०१५ तदनंतरचे पत्र व MIC Electronics चे पत्र इत्यादीचे अवलोकन होऊन नाशिक मनपाने PPP तत्वावरील स्मार्ट लाईटींग प्रकल्पासाठी ई-निविदा प्रक्रीयेव्दारे पात्र ठरलेल्या मे.टाटा प्रोजेक्ट्स या कंपनीशी करारनामा करुन कार्यादेश देणेसाठी कार्यवाही करणे बाबत आपले अभिप्राय मिळणेस विनंती.

अधिक्षक अभियंता (विद्युत)
विद्युत यांत्रिकी विभाग
नाशिक महानगरपालिका, नाशिक

समवेत : संदर्भ क्र.१ ते ५ च्या छायांकीत प्रती.
प्रत माहितीस्तव सविनय सादर:
मा.आयुक्त महोदय, मनपा नाशिक.

0629

नाशिक महानगरपालिका, नाशिक

राजीव गांधी भवन, शरणपूर रोड, पोस्ट बॉक्स नं. १२, नाशिक ४२२ ००२.

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☎ पी.बी.एक्स. : २५७५६३१, २५७५६३२, २५७७९५२, २५७७९२१,
२५७७९२३, २५७१४७९, २५७१८७२ • फॅक्स : (०२५३) : २५७७९३६, २३१५७०४

नाशिक महानगरपालिका,नाशिक
अधिक्षक अभियंता (वि-यां.)कार्यालय,
जा.क्र./विद्युत/वशि/ ५३१ /२०१९
दिनांक: १८/ ०७ /२०१९

प्रति,
मा.ॲड. वैभव पी.पाटणकर,
पाटणकर अँड असोसिएट्स,
ऑफीस नं.१, तळमजला, सरगम को-ऑप.हौ.सोसायटी,
शिवसेना शाखा चरई जवळ, ठाणे पश्चिम - ४००६०१
मो.नं.९८२०२९७५४२
ई-मेल patankarandassociates1@gmail.com

महोदय,

आमचे विभागाचे कार्यकारी अभियंता श्री.डी.बी.वनमाळी व उपअभियंता श्री.एच.के. पाटील यांनी दि.११/०७/२०१९ रोजी आपली प्रत्यक्ष भेट घेतली व चर्चा केली, तसेच त्याच वेळी आपली नाशिक मनपाचे मा.आयुक्त महोदय यांचेशी सुध्दा दुरध्वनीवरून चर्चा झालेली आहे.

नाशिक मनपाचे बीओटी तत्वावरील एलईडी लाईट बसविणे या कामाबाबत MIC Electronics यांचेशी नाशिक कोर्टात २ दावे दाखल करणेत आलेले होते. त्यापैकी दावा क्र.१०/२०१५ बाबत न्यायालयाने दि.०८/०३/२०१९ रोजी अंतीम निकाल दिलेला असून दावा क्र.२९४/२०१५ बाबत अद्याप पावेतो कोणताही निर्णय झालेला नाही.

दावा क्र.१०/२०१५ च्या दि.०८/०३/२०१९ च्या अंतीम निकाला प्रमाणे नाशिक मनपाने Arbitrator ची नेमणूक करून त्याबाबतची नोटीस या दाव्यात मनपाचे Sinior Advocate श्री.पी.नारायण सर यांचेमार्फत MIC Electronics यांना दि.१०/०५/२०१९ रोजी ई-मेल व पोष्टाने पाठविलेले आहे. मात्र MIC Electronics यांनी त्यांचे बाजूने Arbitrator नेमणे ऐवजी दि.२०/०६/२०१९ रोजी मा.आयुक्त मनपा यांना ई-मेल व्दारे त्यांचे अन्य एका दाव्यात NCLT हैद्राबाद बेंच दि.१३/०३/२०१८ च्या निकालाची प्रत जोडून त्यांचे प्रतिनीधी प्रभाकर एन. यांचे पत्राव्दारे कळविले आहे.

सदर बाबत नाशिक मनपा आयुक्त महोदय यांचेशी चर्चा केली असता या बाबत नाशिक मनपाने मुंबई उच्च न्यायालयात दाद मागावी असे निर्देश दिले आहेत. तरी आपण MIC Electronics यांचे उपरोक्त दाव्यातील मनपाचे Sinior Advocate श्री.पी.नारायण,पुणे यांचेशी चर्चा करून, याबाबत मुंबई उच्च न्यायालयात दाद मागणेकामी Petition तयार करून सादर करावे ही विनंती.

प्रत्यक्ष भेटीचे वेळी दि.११/०७/२०१९ रोजी अपणास खालील प्रमाणे झेरॉक्स सेट अवलोकनार्थ देणेत आलेले आहेत.

१) दावा क्र.१०/२०१५ ची प्रत.

२) दावा क्र.१०/२०१५ ची अंतरिम निकाल प्रत.

(9660)

३) दावा क्र.१०/२०१५ ची अंतीम निकाल प्रत.

४) दावा क्र.२९४/२०१५ ची प्रत.

५) ॲड.पी.नारायण सो. यांचे मार्फत MIC Electronics यांना दिलेल्या दि.१०/०५/२०१९ च्या नोटीस ची प्रत.

६) MIC Electronics यांचे दि.२०/०६/२०१९ रोजी प्राप्त झालेल्या पत्राची प्रत.

७) नाशिक मनपा मध्ये B.O.T. तत्वावर एलईडी लाईट लावणे या कामाच्या नस्तीची झेरॉक्स प्रत, त्यामध्ये झालेल्या करारनामा व कार्यादेशाची प्रत आहे.

तरी वरील प्रमाणे कार्यवाही करावी ही विनंती.

अधिक्षक अभियंता (विद्युत)
विद्युत यांत्रिकी विभाग
नाशिक महानगरपालिका, नाशिक

प्रत माहितीस्तव:
मा.आयुक्त महोदय, मनपा नाशिक.

DFA

(१६८१)

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- 0253 - 2222434

ई-मेल आयडी :- ee_electrical@nmc.gov.in

कार्यालय
विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.

NMC/ELECMECH/OWF/ /2019

जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९

दिनांक :- / /२०१९.

Date – July 25, 2019

To,
Sh. Vaibhav P. Patankar
Advocate
Ground Floor, Sargam CHS, Near Shiv Sena Shakha
Charai, Thane (W)
Pin code: 400601
Maharashtra
Patankarandassociates1@gmail.com

Subject – Getting opinion on the Project of Nashik Municipal Corporation project: Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis

Dear Sir,

This is in reference to Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

A. Escrow Clarification

The matter is related to opening and making initial deposit in Escrow. Condition of Escrow varies in parts of RfP, as follows:

1. RfP

Clause 4.4 under heading "relating to escrow account, if any" and sub-heading "Deposit and Replenishment Request": ***After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount*** + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100-guaranteed saving quoted by bidder)). In the event that the amount in CONCESSIONAIRE Project
Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same."

2. Clause 8.4. of RfP - Annexure IV: Draft Agreement

(also referred to as Energy Savings Performance Contract (ESPC) or Concession Agreement)

Clause 4.2.b of this Draft Agreement: ***NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC).***

9662

3. Clause 8.7. of RfP - Annexure VII: DRAFT ESCROW AGREEMENT

Clause 3.2.a of Draft Escrow Agreement:

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder

B. Request by Tata Projects Limited (TPL)

TPL won the bid and was issued Letter of Award on March 6, 2019. However, due to their internal process and lending bank request, TPL has requested to follow the provision related to opening and initial deposit in Escrow as per draft Agreement (appended in RfP under its Clause 8.4), which is: ***"NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)".***

It may be noted that the initial deposit would lie in Escrow account for approximately 9 months (which is period of installation of Street Light fixtures) and disbursements would be made to TPL only after installation of at least 80% fixtures. This is settled as per RfP conditions, draft agreement, draft Escrow agreement and there would not be any change in this condition.

Your opinion is requested on whether it would be permissible to open and make initial deposit in Escrow account as per draft Agreement (appended in RfP under its Clause 8.4) in case TPL's Escrow bank offers equal or more interest than what is current interest rate on NMC deposits (hence no financial loss to NMC)?

Regards

Executive Engineer (Electrical department),
Nashik Municipal Corporation

Encl:

- TPL request dated: June 24, 2019 vide reference: TPL-M/UI-SC/NSL/1968
- PMC, Nashik Smart City opinion
- Interest rate offer from IndusInd bank
- Request from TPL to share draft agreement after submission of interest offer by IndusInd Bank
- Copy of Tender
- Copy of Draft Agreement (included in Tender on page 121 to 147 and relevant clause highlighted in yellow)
- Copy of Draft Escrow (included in Tender on page 152 to 166 and relevant clause highlighted in yellow)

9663

TATA

Ref: TPL-M/UI-SC/NSL/1968

Date: 24.06.2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:

1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 06.03.2019
3. NMC letter dated 15.06.2019 vide email
4. TPL letter dated 20.06.2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – **Signing of Contract Agreement**

Dear Sir,

In reference to the subject matter and in continuation to TPL's letter cited at Sr. No 4, we further clarify the following for your kind consideration:

1. Your good self may please acknowledge that the draft Contract Agreement at Annexure-IV, Page 126 of Concessionaire document, provides the provision of funding of Escrow account by NMC within one month of signing of Energy savings and Performance Contract (ESPC).

2. Accordingly, we have proposed to sign the ESPC as per the aforesaid provision vide E-mail dated 04.05.2019 which was also acknowledged by NMC vide E-mail dated 08.05.2019.

3. Subsequently, NMC vide E-mail dated 09.05.2019 has informed that they propose to modify the above existing provision of the draft Concession Agreement which led to the current lack of consensus on the contents for signing of Agreement.

4. NMC has informed that they intend to rely on the provisions mentioned in RFP and draft Escrow agreement format which state that Escrow agreement shall be funded after 9 month implementation period.

5. In the above regard, TPL invites attention to clause 2.1 of draft Contract Agreement which clarifies that the Concessionaire Agreement has the highest priority in event of any conflict / ambiguity.

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com

Registered Office Mithona Towers -I 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

9668

TATA

6. Accordingly, the funding of Escrow account by NMC is to be done within one month of signing of ESPC as per clause 2.1 of draft Concession Agreement.

7. Notwithstanding the above, if NMC still considers that there exists an ambiguity regarding the funding of Escrow account, TPL informs that such ambiguity is to be dealt as per the rule of "Contra Proferentem" in the Contract law. The said principle states that, where a promise, agreement or term is ambiguous, the preferred meaning should be the one that works against the interests of the party who provided the wording i.e., the contract draftsmen is to bear the consequences of any ambiguity under the Contract.

In view of above, TPL requests NMC to consider the acceptance of provision regarding the funding of Escrow Agreement as mentioned in the draft Concessionaire Agreement for earliest signing of Contract. Notwithstanding the aforesaid, TPL informs its readiness to resolve the issue amicably and looks forward for earliest signing of the Contract.

Thanking you and assuring our best of services at all times.

Yours faithfully,

For Tata Projects Ltd.

TATA PROJECTS LIMITED

Ravishankar Chandrasekaran
Vice President & SBG Head – Urban Built Form

		Yes Bank	Indusl bank
Escrow Account (Saving Account) (for 1 cr to 99 cr.)			
	1 Cr & above	6.25% p.a.	
Fixed Deposit Rates (for 5.1 to 10 Cr)			Callable
	121 to 150	7.25	6.6
	151 to 180	7.35	
	181 to 184	7.55	
	185 to 210	7.55	
	211 to 240	7.55	6.9
	241 to 270	7.6	6.9
	271 to 365	7.65	
	366 days and more	7.75	7.25

9669

9666

Subject	**NMC - Fixed Deposits proposal**
From	SJN Gupta Vutukuri <gupta.vutukuri@indusind.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc	se_mech@nmc.gov.in <se_mech@nmc.gov.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Hetal Samani <Hetal.Samani@indusind.com>, Abhishek Das <abhishekdas@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, Sandeep Paranjpe <sandeep.paranjpe@indusind.com>, Saket Bihari <Saket.Bihari@indusind.com>, commissioner@nmc.gov.in <commissioner@nmc.gov.in>, Viral Shah <viralshah@tataprojects.com> 1 more...
Date	2019-07-18 15:28

roundcube

Dear Sir,

The given proposal is also applicable to the term deposits created out of funds in the escrow account.

Note: The FD rates are date specific and valid for the day for which proposal is submitted.

Regards
Sent from Workspace ONE Boxer

On 17 Jul 2019 4:20 pm, SJN Gupta Vutukuri <gupta.vutukuri@indusind.com> wrote:
Dear Sir / Ma'am,

Please find the attached FD proposal for your consideration. Original will be handed over by our counterparts.

EE Sh. Vannali
pl. put up immediately
18/7/19

IndusInd Bank
Thanks & Regards
SJN Gupta Vutukuri
Relationship Manager – Corporate & Investment Banking Group
IndusInd Bank, # 1- 10- 72, 3rd Floor, Ashoka Janardhan Chambers, Begumpet, Hyderabad – 500 016
' +91 40 40916205 ' 9100158020 7 +91 40 39151043 * gupta.vutukuri@indusind.com
P *Save paper, print if you have to. Save energy, cc if you have to.*

****
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****

Sh. Pl. K. Patil
Put up with file
19/7/19

9666

Subject **NMC - Fixed Deposits proposal**

From SJN Gupta Vutukuri <gupta.vutukuri@indusind.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Cc

Date 2019-07-18 15:28

Dear Sir,

The given proposal is also applicable to the term deposits created out of funds in the escrow account.

Note: The FD rates are date specific and valid for the day for which proposal is submitted.

Regards
Sent from Workspace ONE Boxer

On 17 Jul 2019 4:20 pm, SJN Gupta Vutukuri <gupta.vutukuri@indusind.com> wrote:

Dear Sir / Ma'am,

Please find the attached FD proposal for your consideration. Original will be handed over by our counterparts.

Thanks & Regards
SJN Gupta Vutukuri
Relationship Manager - Corporate & Investment Banking Group
IndusInd Bank, # 1- 10- 72, 3rd Floor, Ashoka Janardhan Chambers, Begumpet, Hyderabad – 500 016
+91 40 40916205 , 9100158020 , +91 40 39151043
gupta.vutukuri@indusind.com

P *Save paper, print if you have to. Save energy, cc if you have to.*

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(966P)

IndusInd Bank

IndusInd Bank

Begumpet Branch
Hyderabad – 500 003

QUOTATION

Date: 17th July 2019

To
The Commissioner,
Nasik Municipal Corporation,
NASIK

Dear Sir,

Sub: Deployment of term deposits

With reference to the above, we are pleased to offer the rates as given in Annexure to this letter for the placement of bulk term deposits of above Rs. 5 Cr up to Rs. 10 Cr with us for various tenors. The above rates are valid for placement of deposits on 17th July 2019.

We look forward to a favorable response from you.

Yours faithfully,
FOR INDUSIND BANK LTD

V. S. J. Gupta

([redacted] Relationship Manager)

9620

Annexure

From		To		Interest Rate 5crs to 10crs (% p.a.) Callable
7	days	14	Days	5.55
15	days	30	Days	5.60
31	days	45	Days	5.80
46	days	60	Days	6.10
61	days	90	Days	6.30
91	days	120	Days	6.55
121	days	179	Days	6.60
180	days	210	Days	6.85
211	days	270	Days	6.90
271,	days	364	Days	7.00
365	days	1 Year 2 Months		7.25

91022

		Yes Bank	IndusInd Bank
Escrow Account (Saving Account) (for 1 cr to 99 cr.)			
	1 Cr & above	6.25% p.a.	
Fixed Deposit Rates (for 5.1 to 10 Cr)			Callable
	121 to 150	7.25	6.65
	151 to 180	7.35	
	181 to 184	7.55	7
	185 to 210	7.55	7
	211 to 240	7.55	7.15
	241 to 270	7.6	7.15
	271 to 365	7.65	7.2
	366 days and more	7.75	7.3

96628

(964)

TP LUMINAIRE

Extracts of Resolution passed by the Board of Directors of TP Luminaire Private Limited on 17th July 2019

Authorisation for signing the Contract documents with Nashik Municipal Corporation

"RESOLVED THAT in supercession of earlier resolutions passed in this regard, pursuant to the terms and conditions of the following documents, viz.

1. Letter of Award vide Ref. No. 238 dated 06/03/2019 selecting Tata Projects as the Concessionaire for implementing Smart LED Street Lights Project issued by Nashik Municipal Corporation
2. Annexure - A to Corrigendum - 5 dated 18/01/2019 to the Tender Document issued by Nashik Municipal Corporation, clarifying that SPV Company of the Concessionaire is permitted to sign the Contract and execute the Project
3. Objects Clause of the Memorandum of Association of TP LUMINAIRE PRIVATE LIMITED

consent and approval of the Board of Directors be and is hereby accorded to get the Concessionaire Agreement and all other related documents signed with Nashik Municipal Corporation by TP Luminaire Private Limited (CIN No.: U45309TG2018PTC128877 dated 10/12/2018), which is a Wholly Owned Subsidiary Company of Tata Projects Limited formed as a SPV (Special Purpose Vehicle) Company to execute Smart Street Lighting Projects.

RESOLVED FURTHER THAT Mr. Arvind Chokhany failing him Mr Ravishankar Chandrasekaran failing him Mr Kishor Jha, Directors, be and are hereby severally authorized to sign the concessionaire agreement, letters, documents and do all such acts, things and deeds as may be required on behalf of TP Luminaire Private Limited in this regard."

Certified True Copy

For TP Luminaire Private Limited

Director

Email received on 22/7/2019 Sh. Bhosale Put up HR Dy Engr/Nodal offic + smart lighting

25/7/19

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

3796

9666

P. Narayan & Associates
advocates

P. NARAYAN
B.Sc., LL.M., Advocate
FICA
Member Indian Council of Arbitration (MICA)
Member Chartered Institute of Arbitration (London)

Ms. SATHYA NARAYAN
B.Sc., LL.M. (Int), LL.M. (Com.)
Advocate

RAJESH KADOLKAR
B.S.L., LL.B.
Advocate

KEDAR DHONGDE
B.Com, LL.M., D.T.L.
Advocate

Outward No. L/6/7/19

Date : 31.07.2019

To,
The Hon'ble Commissioner,
Nashik Municipal Corporation, Nashik.

Reference : Your letter bearing No. 530/2019 sent by Additional Engineer Electrical Department for my opinion.

Sir,

With reference to said letter in connection with the contract entered into with MIC Electronics following are my observations and opinion.

That in connection with said contract which was entered into with MIC Electronics there were lacunas on part of MIC. That in first place said MIC Electronics did not start work as contemplated, in the second place the LED lights which were supplied were not up to standard prescribed by agreement, in the third place material supplied was not accompanied by certificate issued by Government, in the fourth place the company has got the bank guarantees split into two bank guarantees at Rs. 20 Crores each and one bank guarantee of Rs. 40 Crores and has illegally assigned the bank guarantee worth Rs. 40 Crores in favour of Energy Efficiency Services Ltd. without consent of bank and against norms of Reserve Bank of India.

It is worth noting that in spite of default committed by MIC Electronics, the company itself issued notice of termination dated 20.05.2015 and therefore apprehending encashment of bank guarantee two proceedings were initiated one in form of application under section 9 of Arbitration Act and another by way of Special Civil Suit where in Energy Efficiency Service Ltd. was made a party who was not party to Arbitration

Chamber : 1 New Lawyer's Chamber, District Court Compound, Shivajinagar, Pune 411 005 ☎ 25534887 Time : 11 a.m. to 5 p.m.
Office : Block No. 3, Uberoi House, S. No. 67/2, Nal Stop, Karve Road, Pune 411 004 ☎ 25434758, 25435514 Fax No. : 25449564
Time : 9.30 to 11 a.m. / 6 to 8.30 p.m. E-mail : pnarayan001@gmail.com

agreement. The said suit was filed as per the existing provision of Arbitration Act.

It is also pertinent to note that said company MIC Electronics had filed Writ Petition No. 9873/17 before Hon'ble Bombay High Court seeking directions for implementation of LED project. The Hon'ble High Court by its order dated 12.10.2017 has rejected Writ Petition and has observed "that the notice dated 20.05.2015 and Writ Petition clearly show that the petitioner is approbating and reprobating in matter pertaining to agreement".

That in fact said act of approbating and reprobating is also evident from fact that the said company has been attempting to approach Corporation as well as Government to pressurize Corporation to again allot the work to them in spite of notice of termination.

According to me once the company has allegedly terminated the agreement only alternative left with the Corporation is to find some other supplier for supplying LED which is being done by the Corporation and make claim against company.

That as regards the query of the corporators which is annexed to letter sent to me I am of the opinion that the company itself has terminated the contract on 20.05.2015 and has not taken any action for recovery of alleged compensation after accrual of alleged cause of action and therefore according to me any claim if made prima facie would be beyond limitation.

That in light of what is stated above there is no impediment in way of Municipal Corporation floating another tender and allotting contract to any third party at cost and risk of MIC Electronics, I hope this satisfies your query.

Regards.

For Advocate P. Narayan

(9628)

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ५६८/२०१९
दिनांक ०९ / ०८/२०१९
NMC|ELECMECH|IWL|2019|280

प्रति,

१) मा.अतिरीक्त आयुक्त (शहर) सो. मनपा,नाशिक
२) मा.मुख्य कार्यकारी अधिकारी,NMSCDCL. ,नाशिक
३) मा.मुख्य लेखापरिक्षक,नाशिक
४) मा.मुख्य वित्त व लेखाधिकारी,नाशिक
५) मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी),नाशिक

विषय: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

संदर्भ : १)मा.महासभा ठराव क्र.१६१० दि.१८/०१/२०१८

२)मा. स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

महोदय,

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईटींग प्रकल्पाच्या निविदेबाबत निर्णय घेणेसाठी समितीची बैठक शुक्रवार दि.०२/०८/२०१९ रोजी सकाळी ११:३० वाजता मा.अतिरीक्त आयुक्त(शहर) यांचे दालनात आयोजीत करणेत आलेली आहे.

सदरचे बैठकीस आपण उपस्थित रहावे ही विनंती.

o/c

कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीस्तव सादर :

मा.आयुक्त सो., मनपा नाशिक. 9/8/19

2) मा. अति. आयुक्त (शहर) सो. 1/8/19

3) मा. मुख्य कार्य. अधि., NMSCDCL, ना.शहर 1/08/19

4) मा. मुख्य लेखापरिक्षक 9/8/2019

5) मा. मुख्य वित्त व लेखाधिकारी 1/8/19

6) ~~मा. आयुक्त सो. कार्यालय~~
7) मा. अधिक्षक अभियंता (वि.यां)

पुर्व
(१६५१)

सैय्यद मुशिर मुनिरोद्दीन

SAYED MUSHIR MUNIRODDIN

नगरसेवक : प्रभाग क्र. १४ (क)
मा. स्थायी समिती सदस्य
नाशिक महानगरपालिका, नाशिक

Corporator : Prabhag No. 14 ©
Member of Standing Committee
Nasik Mahanagarpalika.
Nasik. (Maharashtra)

पत्ता : १, साहील अपार्टमेंट, ड्रिम व्हॅली, शिंगाडा तलाव, नाशिक - ४२२ ००१. मो. : 9096199786

(१६३४)

DATE-31-07-2019

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. ०१/०८/१९

प्रति,

मा.आयुक्त साो.
नाशिक म.न.पा. नाशिक.

विषय : म.न.पा. नाशिक विद्युत विभागाद्वारे नवीन LED प्रकल्प निविदा प्रक्रिया संबंधी हरकत असणे बाबत.

महोदय,

वरील विषयानुसार आपणास कळवु इच्छीतो की, म.न.पा. नाशिक विद्युत विभागाने नवीन LED प्रकल्प साठी निविदा प्रक्रिया राबवलेली आहे. सदरील कामा करीता निविदा प्रक्रिया करारनाम्या पर्यंत पोहचलेली आहे परंतु सदरील नवीन निविदा प्रक्रिया राबवितांना अनेक गंभीर स्वरुपाचे चुका म.न.पा.विद्युत विभाग व प्रशासनने केलेले आहे. ज्याचा आर्थिक भुरदंड म.न.पा. च्या तिजोरीवर येवु शकतो.

मागील LED प्रकल्प मक्तेदार एम.आय.सी. कंपनी ला LED प्रकल्प मध्ये कार्यादेश देण्यात आलेला होता आणि या कंपनीने LED दिवे लावण्याचा काम सुरू ही केलेला होता. काही कारणास्तव एम.आय.सी. कंपनीकडुन म.न.पा. ने काम काढुन घेतले. एम.आय.सी. कंपनी नुकसान भरपाईसाठी मा. उच्च न्यायालयामध्ये अपीलाद्वारे दाद मागण्यासाठी गेलेली आहे. अद्याप मा.उच्च न्यायालयाचा या अपीला संदर्भात निर्णय येणे प्रलंबित आहे. या दरम्यान म.न.पा. विद्युत विभागाने नवीन LED प्रकल्प निविदा प्रक्रिया राबवुन करारनाम्या पर्यंत आणुन ठेवलेली आहे.

सदरील नवीन LED प्रकल्पाला स्थायी समिती मध्ये प्रस्तावीत करतांना प्रशासनाकडुन मागील न्यायालयीन प्रक्रिया बाबत स्थायी समितीला पुर्णपणे अंधारात ठेवण्यात आले होते. स्थायी समिती मध्ये आम्ही सदस्यांनी लोकांचे हित व शहराची गरज बघुन या प्रस्तावाला मंजुरी दिली होती. कालांतराने न्यायालयीन प्रक्रिया बाबत मला माहिती झाली आणि ही बाब अत्यंत गंभीर आहे हे लक्षात आल्यानंतर मी सदरील माझी हरकत नोंदवित आहे. जर या प्रकरणात एम.आय.सी. कंपनीच्या बाजुने मा.उच्च न्यायालयाचा निर्णय गेल्यास तर म.न.पा. ला मोठा आर्थिक भुरदंड सोसावा लागेल. यासाठी नवीन निविदा प्रक्रिया राबविणारे तत्कालीन आयुक्त, विद्युत विभागाचे अभियंता ज्यांनी नवीन प्रक्रियेला मंजुरी दिलेली आहे. त्यांना वैयक्तीक जवाबदार धरण्यात यावा. भविष्यात आर्थिक भुरदंड म.न.पा. च्या तिजोरीतुन न देता यांना वैयक्तीक जवाबदार धरून वसुल करण्यात यावा.

कळावे,

आपला

उपकार्यालय (पुर्व)
M. liscuos winfile
देवा
2/8/19

विद्युत विभाग
आवक नं. ...१४७...
दिनांक- 02/08/2019

9662

Finalization of Concessionaire Agreement for Smart Street Light Project in Nashik

Date: August 2, 2019
Time: 11.50 am to 1.30 pm
Place: Office of Additional Commissioner, Nashik Municipal Corporation (NMC), Nashik

S. No	Designation	Signature
1	Additional Commissioner, NMC	2/8/19
2	Chief Auditor, NMC	
3	CAFO	2/8/19
4	CEO, NMSCDCL	
5	Superintending Engineer, Electrical-Mechanical Department, NMC	
6	Executive Engineer, Electrical Department, NMC	2/8/19
7	Dy. Engineer, Electrical Department, NMC	
8	Dy. Engineer, Electrical Department, NMC	
9	PMC, NMSCDCL	
10	PMC, NMSCDCL	

(9654)

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ५६२/२०१९
दिनांक ०१/ ०८/२०१९

प्रति,

१) मा.अतिरीक्त आयुक्त (शहर) सो. मनपा,नाशिक
२) मा.मुख्य कार्यकारी अधिकारी,NMSCDCL ,नाशिक
३) मा.मुख्य लेखापरिक्षक,नाशिक
४) मा.मुख्य वित्त व लेखाधिकारी,नाशिक
५) मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी),नाशिक

विद्युत
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. १/८/१९

विषय: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

संदर्भ : १)मा.महासभा ठराव क्र.१६१० दि.१८/०१/२०१८
२)मा. स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

महोदय,

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईटींग प्रकल्पाच्या निविदेबाबत निर्णय घेणेसाठी समितीची बैठक शुक्रवार दि.०२/०८/२०१९ रोजी सकाळी ११:३० वाजता मा.अतिरीक्त आयुक्त(शहर) यांचे दालनात आयोजीत करणेत आलेली आहे.

सदरचे बैठकीस आपण उपस्थित रहावे ही विनंती.

१/८/१९

कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीस्तव सादर :
मा.आयुक्त सो., मनपा नाशिक.

9696

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- 0253 - 2222434 ई-मेल आयडी :- ee_electrical@nmc.gov.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९
	दिनांक :- / /२०१९.

OC:

Date – August 3, 2019

To,

The Vice President - Smart Cities
Tata Project Limited
One Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranandani Business Park,
Powai, Mumbai
Maharashtra - 400076

Reference:

1. Letter of Award (LoA) issued in favour of Tata Projects Limited (TPL) dated March 6, 2019
2. PBG amounting to Rs. 8,25,00,000/- (Rs. Eight crore twenty five lakhs only) issued by State Bank of India vide no. 1303919BG0000165
3. Submission of true copy dated March 25, 2019 of "minutes of 216th Meeting of Board of Directors of TPL held on March 22, 2019"
4. Email from TPLdated July 19, 2019 mentioning the submission of interest rates on initial deposit in Escrow by TPL's contracted bank – IndusInd Bank
5. Interest rate offer from TPL's contracted bank – IndusInd Bank on July 17, 2019
6. Request from TPL vide. reference number TPL-M/UI-SC/NSL/1968 dated June 24, 2019

Subject: Final copy of Contract agreement for signing

light of the request made by TPL on June 24, 2019vide. reference number TPL-M/UI-SC/NSL/1968 and ssurance from TPL of no financial loss to authority (NMC) in form ofsubmission of interest rate offer by TPL's contracted bank – IndusInd Bank on July 17, 2019 (or other bank as may be mutually agreed) and TPL's endorsement of the same on June 24, 2019, please find final draft of concession agreement for signing.

Concession agreement needs to be signed latest by August 7, 2019.

Regards
3/8/19
Engineer-in-charge, Electrical Department
Nashik Municipal Corporation

agreement. The said suit was filed as per the existing provision of Arbitration Act.

It is also pertinent to note that said company MIC Electronics had filed Writ Petition No. 9873/17 before Hon'ble Bombay High Court seeking directions for implementation of LED project. The Hon'ble High Court by its order dated 12.10.2017 has rejected Writ Petition and has observed "that the notice dated 20.05.2015 and Writ Petition clearly show that the petitioner is approbating and reprobating in matter pertaining to agreement".

That in fact said act of approbating and reprobating is also evident from fact that the said company has been attempting to approach Corporation as well as Government to pressurize Corporation to again allot the work to them in spite of notice of termination.

According to me once the company has allegedly terminated the agreement only alternative left with the Corporation is to find some other supplier for supplying LED which is being done by the Corporation and make claim against company.

That as regards the query of the corporators which is annexed to letter sent to me I am of the opinion that the company itself has terminated the contract on 20.05.2015 and has not taken any action for recovery of alleged compensation after accrual of alleged cause of action and therefore according to me any claim if made prima facie would be beyond limitation.

That in light of what is stated above there is no impediment in way of Municipal Corporation floating another tender and allotting contract to any third party at cost and risk of MIC Electronics, I hope this satisfies your query.

Regards.

For Advocate P. Narayan

9202

P. Narayan & Associates
advocates

P. NARAYAN
B.Sc., LL.M., Advocate
FICA
Member Indian Council of Arbitration (MICA)
Member Chartered Institute of Arbitration (London)

Ms. SATHYA NARAYAN
B.Sc., LL.M. (Int), LL.M. (Com.)
Advocate

RAJESH KADOLKAR
B.S.L., LL.B.
Advocate

KEDAR DHONGDE
B.Com, LL.M., D.T.L.
Advocate

Outward No. L/6/7/19

Date : 31.07.2019

To,
The Hon'ble Commissioner,
Nashik Municipal Corporation, Nashik.

Reference : Your letter bearing No. 530/2019 sent by Additional Engineer Electrical Department for my opinion.

Sir,

With reference to said letter in connection with the contract entered into with MIC Electronics following are my observations and opinion.

That in connection with said contract which was entered into with MIC Electronics there were lacunas on part of MIC. That in first place said MIC Electronics did not start work as contemplated, in the second place the LED lights which were supplied were not up to standard prescribed by agreement, in the third place material supplied was not accompanied by certificate issued by Government, in the fourth place the company has got the bank guarantees split into two bank guarantees at Rs. 20 Crores each and one bank guarantee of Rs. 40 Crores and has illegally assigned the bank guarantee worth Rs. 40 Crores in favour of Energy Efficiency Services Ltd. without consent of bank and against norms of Reserve Bank of India.

It is worth noting that in spite of default committed by MIC Electronics, the company itself issued notice of termination dated 20.05.2015 and therefore apprehending encashment of bank guarantee two proceedings were initiated one in form of application under section 9 of Arbitration Act and another by way of Special Civil Suit where in Energy Efficiency Service Ltd. was made a party who was not party to Arbitration

Chamber : 1 New Lawyer's Chamber, District Court Compound, Shivajinagar, Pune 411 005 ☎ 25534887 Time : 11 a.m. to 5 p.m.
Office : Block No. 3, Uberoi House, S. No. 67/2, Nal Stop, Karve Road, Pune 411 004 ☎ 25434758, 25435514 Fax No. : 25449564
Time : 9.30 to 11 a.m. / 6 to 8.30 p.m. E-mail : pnarayan001@gmail.com

9203

Strictly Private & Confidential

KPMG

Letter no: PMC/349 /2019-20

Date: 08th August 2019

To,

Executive Engineer (Electrical)
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road.

Subject: **Validation of Bank Gauarantee for Performance Security of M/s Tata Project, Hyderabad.**

Dear Sir,

Please find attached letter for validation of Bank Guarantee for Performance Security by M/s Tata Projects, Hyderabad for validation form State Bank of India, Hyderabad.

With regards

Harshade 8/8/19

Harshad Dhande,
Project Director, PMC
Nashik.

विद्युत विभाग
आवक ९३०
दिनांक ८/८/१९

B.M.
7/8/19

उपकार्यकारी (कुर्ग)
for n.a.
8/8/19

9704

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, Nashik – 422002

Visit us at: www.nmc.gov.in Email: se_mech@nmc.gov.in

O.No: NMC/VM(Mech)/SE/ /2019
Date: / /2019

To,

State Bank of India,
Commercial Clients Group Branch
Door No 8-2-684/2/A, Anand Banjara Colony,
Road No-12, Banjara Hills,
Hyderabad -500034

Subject: - Validation of Submission of Bank Guarantee for Performance Security submitted by M/s Tata Projects, Hyderabad.

Dear Sir,

The Nashik Municipal corporation with Nashik Municipal Smart City Development Corporation Limited (NMSCDCL) which is an Special Purpose Vehicle to execute the Smart city projects at Nashik for PAN City implementation of Street light project.

The Successful Bidder M/s TATA Projects Limited, Mumbai has submitted a Bank Guarantee for performance Security bearing Number 1303919BG0000165 dated 29-Mar-19 by your bank as attached in the Enclosure-1 for 6 Pages.

Request you to confirm that the Sanctity of correctness of certificate which has been issued by your bank. We would appreciate your early response so that we expedite our contract signing process.

Executive Engineer (Electrical)
Nashik Municipal Corporation

Enclosure: 1303919BG0000165 dated 29-Mar-19 from SBI Bank

Cc: PMC, KPMG for your information

(9206)



తెలంగాణ तेलंगाना TELANGANA

R 669944

S.No. 1946 Date 20/03/2019

Name:E. RAMAKRISHNA

S/o:Satyam

For Whom:STATE BANK OF INDIA

1303919BG0000165

1303919BG0000165

M. RAMADEVI
Licensed Stamp Vendor
Lic.No. 27-05-3/2017
Sanathnagar, Secunderabad.
Ph.No.8885278973

29 MAR 2019

As per the terms of the RFP, the Successful Bidder (ie. TATA Projects Limited) has formed a Special Purpose Vehicle (SPV) with the name "TP LUMINAIRE PRIVATE LIMITED (M/s TP Luminaire Private Limited), to carry out the activities awarded under Letter of Award NMC/ELECMECH/OWF/238/2019 dated 06/03/2019(hereinafter called "the Concessionaire") by entering into the concession agreement with NMC.

As per the terms of the RFP, the **State Bank of India at Commercial Clients Group Branch, Door No 8-2-684/2/A, Anand Banjara Colony, Road No 12, Banjara Hills, Hyderabad – 500 034** (hereinafter referred to as 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NMC forthwith on demand in writing from NMC or any officer authorized by it in this behalf, an amount up to and not exceeding **Rs 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only)**, on behalf of M/s TP Luminaire Private Limited.

This guarantee shall be valid and binding on this Bank up to and including **June 25, 2020** and shall not be terminable by notice or any change in the constitution of the Bank or the changes in the term of contract or by any other reasons whatsoever. Our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

9602

0C09



भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

S.No. 1047 Date 20/03/2019

Name:E. RAMAKRISHNA

S/o:Satyam

For Whom:STATE BANK OF INDIA

M. RAMADEVI

Licensed Stamp Vendor

No.23/98, R.No.15-07-[illegible]/2017

City Civil Court Compound,

East Marredpally, Secunderabad.

P.No.8885278973

R 669945

1 3 0 3 9 1 9 BG 0 0 0 0 1 6 5

Bank Guarantee for Performance Security

29 MAR 2019

To,

Nashik Municipal Corporation,

Nashik Electrical Engineering Department,

3rd Floor, Rajiv Gandhi Bhawan, Sharanpur Road,

Nashik, Maharashtra - 422 002.

In consideration of Tata Projects Limited, One Boulevard, 2nd, 3rd,4th Floor, Lake Boulevard street, Hiranandani Business Park, Powai, Mumbai 400 076 submitting the response to RFP no NMC/ELED/16/2017-18 dated 23.10.2018 issued by Nashik Municipal Corporation("NMC") and considering such response to the RFP of Nashik Municipal Corporation (Which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting Tata Projects Limited and issuing Letter of Award NMC/ELECMECH/OWF/238/2019 dated 06/03/2019. As per terms of RFP and the same having been accepted by Tata Projects Limited.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-1303

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
-Hyderabad-13039

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29 MAR 2019

1303919BG0000165

Our liability under this Guarantee is restricted to **Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only)**

Our Guarantee shall remain in force until **June 25, 2020**. NMC shall be entitled to invoke this Guarantee till ~~**June 25, 2020**~~. June, 25, 2020

The Guarantor Bank hereby agrees and acknowledges that NMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by TP Luminaire Private Limited. The Guarantor Bank shall not require NMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against M/s TP Luminaire Private Limited, the [insert the name of the Successful Concessionaire] to or make any claim or demand or give any notice to M/s TP Luminaire Private Limited; or enforce any security held by or levy any distress, diligence or other process against the M/s TP Luminaire Private Limited, before enforcing this BANK GUARANTEE

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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1303919BG0000165

29 MAR 2019

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NMC in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Nashik shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only).**
2. This Bank Guarantee shall be valid upto 25-June- 2020.
3. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 25-June- 2021.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

(Signature of the Authorized Signatory)(Official Seal)

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-1303

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

Witness:

1.	2. .....
Signature	Signature
Name and Address Abdul Rab, TATA PROJECTS LTD	Name and Address RAMCHARAN, TATA Projects LTD

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SWIFT

Main Reference NO:	1303919BG0000165	**Transaction Reference NO:**	1303919BG0000165
Unit Code:	13039	**Operator:**	5853230
Module Name:	BGIF	**Function Name:**	Inland_Issue_Bank_Guarantee
Transaction Date:	29-03-2019	**Transaction Time:**	15:49:14
Event Time:	1		

MT760COV ackFlag : notifyFlag :

B1:	**Outgoing SWIFT Header 1** F01SBIN001303950000000000
B2:	**Receiver's BIC Code** I760SBIN0010479N
7020:	**Transaction Referance Number (Issuing Bank Guarantee Number)** 1303919BG0000165
7024:	**Type of Bank Guarantee : Performance, Financial, Others** PERFORMANCE
7025:	**Amount of Guarantee Currency Code Amount** INR82500000,
7026:	**Guarantee Validity Guarantee From Date Guarantee To Date** 2019032920200625
7027:	**Guarantee Effective Date** 20190329
7029:	**End date for lodgement of claim** 20210625
7030:	**Place of lodgement of claim** STATE BANK OF INDIA
7031:	**Issuing Branch IFSC** SBIN0013039
7032:	**Issuing branch name and address** STATE BANK OF INDIA SBI, DOOR NO.8 ANAND BANJARA COLONY HYDERABAD
7033:	**Name of applicant and his details** TATA PROJECTS LIMITED MITHONA TOWERS-1,1-7-80 TO 87 PRENDERGHAST ROAD SECUNDERABAD 500003 INDIA

Chief Regional Manager
STATE BANK OF INDIA
Commercial Clients Group Br-13039
Door No. 8-2-684/2/A,
Anand Banjara Colony,
Road No. 12, Banjara Hills,
HYDERABAD-500 034.
Email: cmt.sd.ccghyd@sbi.co.in

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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7034: **Name of Beneficiary and his details**

NASHIK MUNICIPAL CORPORATION,
3RD FLOOR, RAJIV GANDHI BHAWAN,
SHARANPUR ROAD, NASHIK MAHARASHTRA
422002

7035: **Beneficiary IFSC**

SBIN0010479

7036: **Beneficiary branch name and address**

STATE BANK OF INDIA
NASIK MAHANAGAR PALIKA BR.
RAJIV GANDHI BHAWAN, SHARANPUR
NASIK

7038: **Purpose of Guarantee**

PERFORMANCE

7040: **Stamp Duty Electronically Paid (Y/N)**

N

7046: **Date of Payment**

20190329

7047: **Place of Payment**

COMMERCIAL CLIENT GROUP BRANCH

7048: **e-Bank Guarantee to be held in Demat Form(Y/N)**

N

20Z: **Transaction Reference Number**

NON-REGULAR

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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Ref: TPL-M/UI-SC/NSL/A19

Date: 20.08.2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:

1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 06.03.2019
3. PBG amounting to Rs. 8,25,00,000/- (Rs. Eight crore twenty five lakhs only) issued by State Bank of India vide no. 1303919BG0000165
4. Submission of true copy dated 25.03.2019 of the Board Resolution of Tata Projects Limited for novation of project to TP Luminaire Private Limited

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – **Submission of Contract Agreement.**

Dear Sir,

In reference to the above, we are pleased to submit the signed contract agreement between Nashik Municipal Corporation & TP Luminaire Private Limited (A wholly owned subsidiary of Tata Projects Limited)

Thanking you and assuring our best of services at all times.

Yours faithfully,

For TP Luminaire Private Limited

विद्युत विभाग
आवक नं. ....eey.
दिनांक- 20/८/२०१९

Ravishankar Chandrasekaran
Director

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard , 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

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TP LUMINAIRE

Circular Resolution No 01/ 2019-20 dated 17th July 2019 passed by the Board of Directors of TP Luminaire Private Limited

Authorisation for signing the Contract documents with Nashik Municipal Corporation

"RESOLVED THAT in supersession of earlier resolutions passed in this regard, pursuant to the terms and conditions of the following documents, viz.

1. Letter of Award vide Ref. No. 238 dated 06/03/2019 selecting Tata Projects as the Concessionaire for implementing Smart LED Street Lights Project issued by Nashik Municipal Corporation
2. Annexure - A to Corrigendum - 5 dated 18/01/2019 to the Tender Document issued by Nashik Municipal Corporation, clarifying that SPV Company of the Concessionaire is permitted to sign the Contract and execute the Project
3. Objects Clause of the Memorandum of Association of TP LUMINAIRE PRIVATE LIMITED

consent and approval of the Board of Directors be and is hereby accorded to get the Concessionaire Agreement and all other related documents signed with Nashik Municipal Corporation by TP Luminaire Private Limited (CIN No.: U45309TG2018PTC128877 dated 10/12/2018), which is a Wholly Owned Subsidiary Company of Tata Projects Limited formed as a SPV (Special Purpose Vehicle) Company to execute Smart Street Lighting Projects.

RESOLVED FURTHER THAT Mr. Arvind Chokhany failing him Mr. Ravishankar Chandrasekaran failing him Mr. Kishor Jha, Directors, be and are hereby severally authorized to sign the concessionaire agreement, letters, documents and do all such acts, things and deeds as may be required on behalf of TP Luminaire Private Limited in this regard."

For TP Luminaire Private Limited

Director

TP LUMINAIRE PRIVATE LIMITED

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

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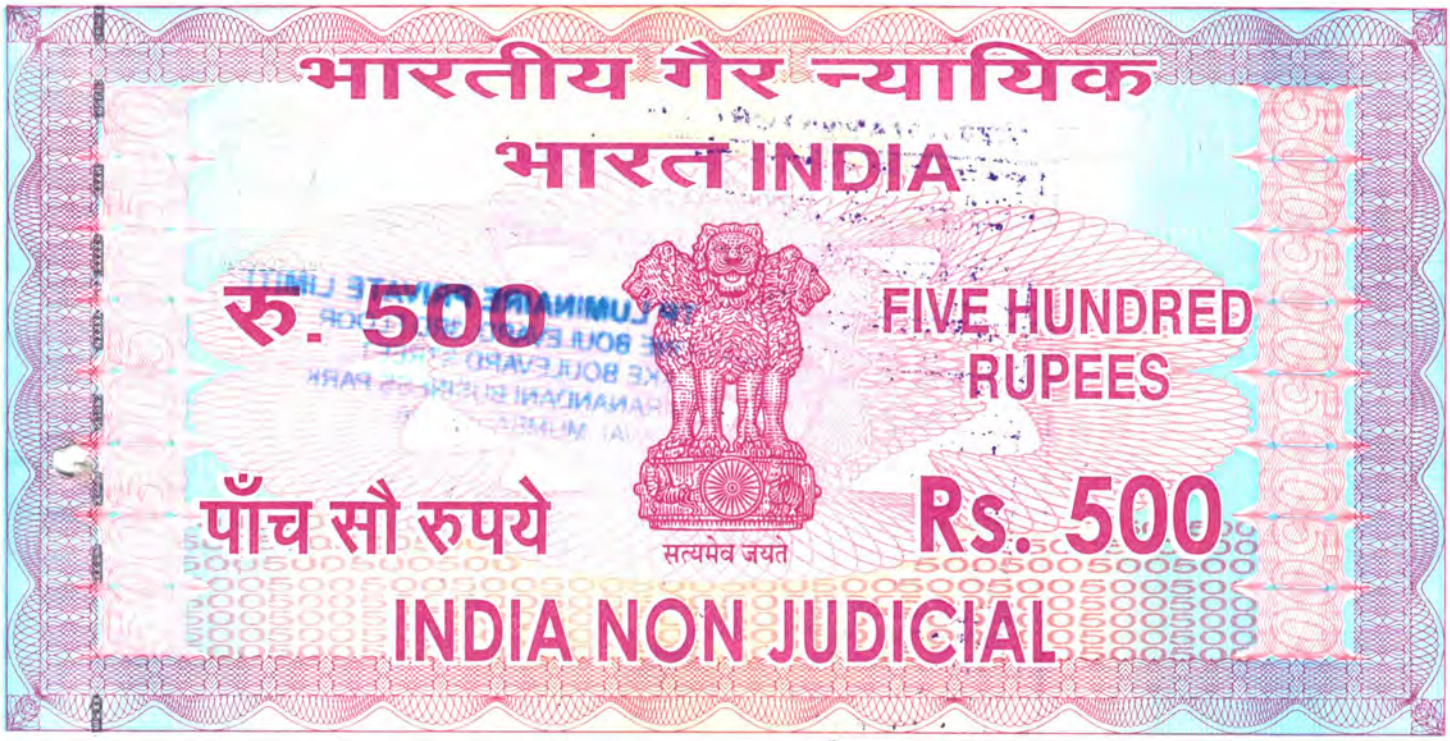

महाराष्ट्र MAHARASHTRA ◑ 2019 ◑ AT 810589

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.कि.क. / 000009
- 6 AUG 2019
सक्षम अधिकारी

श्री. सी. टी. आंबेकर

Concession Agreement

This energy savings performance contract (hereinafter called the Concession Agreement) is made on the 20th (twentieth) day of August, 2019 at Nashik by and amongst:

1 Nashik Municipal Corporation, having its headquarter at Rajiv Gandhi Bhavan, Sharanpur Road, Nashik – 422002 through its authorised signatory, hereinafter referred to as **"NMC"**;

And

2 TP Luminaire Private Limited , a company registered under Companies act 2013, having its registered office at Mithona Towers -1, 1-7-80 to 87,Prenderghast Road, Secunderabad 500003, herein after referred to as the **"Concessionaire"**

NMC and the Concessionaire are hereinafter referred to individually as a Party and collectively as the Parties.

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जोडपत्र-२/ANNEXURE - II

19 AUG 2019

मुद्रांक विक्री नोंद वही अनु. क्रमांक / दिनांक Serial No. / Date	
दस्ताचा प्रकार / अनुच्छेद क्रमांक (Nature of Document)	AGREEMENT
दस्त नोंदणी करणार आहेत का ? Whether it is to be Registered	
मिळकतीचे थोडक्यात वर्णन (Property Description in Brief)	TP LUMINAIRE PRIVATE LIMITED ONE BOULEVARD, 3RD FLOOR , LAKE BOULEVARD STREET , HIRANANDANI BUSINESS PARK , POWAI, MUMBAI 400076
मुद्रांक विकत घेणाऱ्याचे नाव व सही (Stamp Purchaser's Name & Sign)	
दस्त असल्यास त्याचे नाव व पत्ता व सही If through other person then Name, Add. & Signature)	
दुसऱ्या पक्षकाराचे नाव (Name of the other Party)	
मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	
परवानाधारक मुद्रांक विक्रेत्याची सही JYOTI P. DOOA LSV No. 8000009 6, Kondaji Bldg. No. 3, Nr. Tata Hospital, Parel, Mumbai - 400 012.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	

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WHEREAS:

a. Nashik Municipal Corporation (NMC) operates the street lighting infrastructure in the city of Nashik and wishes to enter into a Concession Agreement with the Concessionaire. The Concessionaire will undertake the work of replacement of existing street lights in the Pan City area of Nashik City, with energy efficient smart LED street lights, installation of control systems along with operation & maintenance for a Concession Agreement period of 7 Years 9 months and 15 days (the Project) including installation period of 9 months and 15 days (extendable by 3 months with prescribed penalty clause) and remaining for O&M and energy savings payment from the Effective Date. The concession period may be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration
b. The Project area has approximately 80685 street light poles and about 92014 fixtures on the existing street light poles which were operated by 1840 switching points/ feeder panels.
c. The Concessionaire had submitted a bid in response to the request for proposal issued by NMC. During technical evaluation the concessionaire has successfully demonstrated the proof of Concept as per the mentioned criteria in the RFP of smart LED lamps & proposed CSLMS system which has met the technical specifications.
d. NMC has issued LoA no. 238 dated 06.03.2019 and concessionaire has submitted the requisite PBG of
Rs. 8,25,00,000/- (Rs. Eight crore twenty five lakhs only) issued by State Bank of India vide no. 1303919BG0000165.
e. NMC has invited the Concessionaire to enter into this Concession Agreement.
f. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement.
    a. Conditions of Contract
    b. Scope of Services
    c. Technical Specifications of the Project
    d. Baseline energy consumption
    e. Format for weekly reporting of fixture replacement
    f. Service Level Agreement
    g. Letter of Award and
    h. Results of Live Demonstration
    i. All issued corrigenda and addenda

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Concession Agreement to be executed on INR 500 stamp paper by their duly authorized representatives on 20th (twentieth) day of August, 2019.

NOW THEREFORE, the Parties agree as follows:

1. Definitions and interpretations

In this Concession Agreement (including the recitals and schedules), the following words and expressions have the following meanings:

Authority - Municipal Commissioner, acting on behalf of Nashik Municipal Corporation (NMC)

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Commissioning Certificate will be issued by NMC against the installation, verification and testing of all the proposed street light technologies and infrastructure along with CSLMS panels.

Consent - means any permit, approval, authorization, agreement, no objection certificate, waiver or license which is required to be obtained by the Concessionaire in order to perform the Services.

Concession Agreement – this energy saving performance contract entered into between NMC and the Concessionaire on the date hereof, including the recitals and schedules, as may be amended from time to time by the Parties.

Concession Agreement Officer – An officer who has been dully authorized on behalf of NMC

Concessionaire –The Selected Bidder who is responsible for design, build, financing, operate, maintain, monetize and transfer of the Project.

Concessionaire Representative - the person appointed by the Concessionaire to represent the Concessionaire and communicate with NMC.

Corrupt Act – the act of promising, giving, receiving, or agreeing to receive money or some other item of value with a corrupt aim, or perceived aim, of influencing a public official in the discharge of his official duties; and acts giving rise to criminal liability under Indian Laws

Day- Day means a calendar day

Delay Liquidated Damages - means an amount per week of delay calculated in accordance with Section VII of the RFP in the event the Services are not completed in accordance with the Timeline.

Effective Date – the date on which this Concession Agreement and all of its schedules are signed by the duly empowered representatives of all the Parties.

Energy Baseline - has the meaning given in clause 4.9 of RFP.

Energy Conservation Measures (ECSLMS) – the installation of new equipment, modification or alteration of the Existing Lighting Infrastructure by the Concessionaire at the Concessionaire's cost, in the city of Nashik, or revised operation and maintenance procedures to reduce energy and maintenance costs by improving efficiency of use.

Energy Savings - Energy savings is a reduction of energy consumption or electrical demand resulting from the Concessionaire's ECSLMS taking into considerations quality of power supply.

Engineer In charge – Nominated authorized person of NMC.

Existing Lighting Infrastructure - all NMC owned street lighting equipment and apparatuses, including, but not limited to, poles, cables, wires, lighting fixtures, fittings, ballasts, lamps, tubes, switching devices and timers within the Project Area.

Force Majeure Event - has the meaning given in clause 28 of this agreement.

Laws – all current or future applicable Indian laws, administrative regulations, local regulations, regulations on the exercise of autonomy, special regulations, rules, judicial interpretations and other regulatory documents with legal binding force or any compulsory requirement.

Lender – any agency/ person providing financing to the Concessionaire in relation to this Project.

Nodal Officer: Authorized representative representing the Office of Authority

Operation and Maintenance (O&M) – all the activities required for operating and maintaining the street lighting fixtures handed over to the Concessionaire within the Project Area including, but not limited to, those required for meeting the lighting standards specified in this Concession Agreement.

Performance security – has described in Clause 30 of this agreement.

Project – has the described given in the Recitals.

Project Area – has the described given in the Recitals.

Services – the services to be performed by the Concessionaire pursuant to this Concession Agreement and described in Section IV of the RFP.

Term – the period starting on the Effective date and ending after a period of 7 Years 9 months and 15 days from the Effective date, as may be extended in accordance with section 4 of RFP, or on the Termination Date, whichever is earlier The concession period may be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration

Year- means the financial year beginning on the 1st day of April and ending on the 31stday of following March.

2. Interpretations

In this Concession Agreement, unless the context otherwise requires,

a) the words "include" and "including" are to be construed without limitation;
b) Energy Efficiency and EE will be used interchangeably in the document hereafter.
c) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
d) the Schedules to this Concession Agreement form an integral part of this Concession Agreement as though they were expressly set out in the body of this Concession Agreement;
e) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as executed, amended, varied, supplemented, modified or suspended at the time of such reference;
f) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Concession Agreement from or by any Party shall be

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valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

g) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

h) "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

i) The documents forming part of this Concession Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Concession Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order set out hereunder:
   - this Concession Agreement
   - all other documents forming part of this Concession Agreement

j) The tables of contents and any headings or sub-headings in this Concession Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Concession Agreement.

3. Concession Agreement Documents

This Concession Agreement is the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the Parties.

4. Term and commencement

4. 1. Effective Date and Term

This Concession Agreement comes into effect on the Effective Date and expires after 7 Years 9 months and fifteen days from the Effective Date (the "Term"), unless terminated earlier pursuant to Clause_10 of this agreement or extended in accordance with clause 4.3 of this agreement.

4.2. Conditions Precedent

The Parties shall ensure that the following conditions are met as soon as possible following the Effective Date:

a. The Concessionaire has paid a fee in Indian Rupees equivalent to INR 85,00,000/- (Rupees Eighty five lakhs only) as an Earnest Money Deposit (submitted at the time of RFP stage). The same shall be returned by the Authority within 15 (fifteen) days of receipt of Performance Security of Rs. 8,25,00,000/- (Rupees Eight Crores Twenty Five Lakhs Only) from the Concessionaire.
b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)
c. NMC shall provide the Concessionaire with an authorization letter granting the Concessionaire the access to the Existing Lighting Facilities/infrastructure.

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4.3. Extension of Term

NMC on receiving request from the Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement. The Concession Agreement Period would be 7 Years 9 months and 15 days including implementation period of 30 days of Survey + 8.5 months of installation (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment. After the end date of Concession Agreement, the Concessionaire will not be eligible for any payment except the pending payment of contract duration. The concession period may be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration

5. Services

5.1. Scope of Services

Without prejudice to any other provision of this Concession Agreement, the Concessionaire shall carry out the Services set out in Section 4 of RFP within the Project Area and undertake the other obligations to be performed by the Concessionaire as further described in this Concession Agreement from the Effective date and until the end of the Term.

5.2. Extension of the Scope of Services

In view of the continuous development of the city, the Concessionaire may be asked to install additional street lights and CSLMS panels and connect the same to overall CSLMS system. In case of such additions after commissioning of the project, the Concessionaire needs to provide fixture capex and cost for O&M per year wattage wise as per asked in the financial format.

Undertakings

The Concessionaire undertakes the following:

a) The provision of the Services shall not contravene any Law of the Country and shall comply with all Laws;
b) The Concessionaire shall perform and complete the Services in a professional, timely, safe and environmentally responsible manner and comply with the safety, health and security regulations in force in India and the State of Maharashtra;
c) The Concessionaire shall use appropriate, advanced and proven technology, software and information systems; and
d) The Concessionaire shall carry out its obligations under this Concession Agreement in a manner which is consistent with Indian standards, international best practices, methods, techniques, skills, diligence and prudence which are generally expected from a Concessionaire with similar obligations.

6. NMC's Responsibilities

6. 1. Access

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NMC shall be responsible for providing the Concessionaire with, free of charge, on and from the Effective Date, access to all the information and data with regards to, the Existing Lighting Infrastructure and all land in the Project Area whose access is required for the performance of Services and in respect of which NMC has control. Access to the Existing Lighting Infrastructure and the land within the Project Area shall confer on the Concessionaire a right to only use the Existing Lighting Infrastructure and the land necessary to enable the Concessionaire to carry out the Services.

The Concessionaire will be provided with a small place in each zone with basic infrastructure where the Concessionaire will make available a person with amenities like computer, printer, phone, complaint register, etc. during working shift timings to register complaints regarding street lighting. These complaint handling centers will be connected to NMC's existing Complaint Management System and such centers should become fully operational within 30 days of allocation of such space by Authority.

If NMC removes any particular pole or fixture after commissioning, the Concessionaire shall be entitled for the Energy Savings Fee that would have arisen out of the energy savings pertaining for such fixture for the remaining life of the Project. If access to any particular pole or fixture is not provided by NMC to the Concessionaire during O&M phase; the Concessionaire shall be entitled to the Energy Savings Fee for the fixtures that would have arisen out of the energy savings pertaining to such fixtures for the amount of time when access was not provided.

6.2. Assistance to Concessionaire

If requested by the Concessionaire, NMC shall facilitate the Concessionaire in a timely and expeditious manner with the following:

a. Obtaining all the consents necessary for the Services (excluding the qualifications that the Concessionaire should already possess) such as construction permits, permits for temporary suspension of water, power or traffic, etc.
b. Protecting underground pipelines, buildings and structures (including historic relics) and trees located on or close to the Project Area
c. Consulting with the Concessionaire if any construction or installation project implemented by NMC or other local public entity in the city of Nashik may have direct or indirect impact on the Concessionaire
d. Obtaining MSEDCL's full cooperation during the Term of the Concession Agreement.

However, the Concessionaire has to arrange all the machineries and equipment required for the implementation of the project at its own expense. Also the Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.3 Lux level measurements

At random during project operation, NMC official shall ask Concessionaire to demonstrate the lux level of operating LED fixture to check compliance with the data recorded during live demonstration. Under such case, Concessionaire will have to install the LED fixture at the site of live demonstration and verify the lux level. If, during such test it is found that lux level has fallen below the minimum required average lux level and uniformity ratio, Concessionaire at its own cost will have to replace all the LED fixtures with similar wattage as per the direction of Engineer In charge. Also, the average

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lux level and uniformity ratio measured, for the existing street light fixture, during the live demonstration will be binding throughout the project term.

6.4 Operation and maintenance

NMC shall be responsible for the O&M of all the identified switching points and street lighting fixtures until the same are handed over to the Concessionaire.

The Concessionaire's Responsibilities

7.1. Energy Baseline Determination

NMC has provided a snapshot of energy consumption baseline conditions of street lighting under its jurisdiction in clause 4.9 of the RFP. Assuming 100% of the street lights are in operation and the average operating hours of the street lights is 11 hours/ day.

The baseline defined in clause 4.9 of the RFP is for existing condition of street lighting system in Nashik. However, actual baseline during the installation period (i.e. from the start of project to complete installation) may vary by ± 15% in terms of number of light points as well as electricity consumption. The Concessionaire may be asked by NMC to install/ uninstall light points during the time of implementation and subsequently, the baseline will be modified on the completion of installation of LED lights. This modified baseline will be considered for assessment of energy savings throughout the concession period for verifying the actual saving.

The Concessionaire, immediately from the Effective date, shall undertake field survey of street lighting systems to identify the fixtures for replacement. The Concessionaire has to perform this task in parallel to other activities and no additional time will be provided for this activity.

7.2. Services

The Concessionaire shall execute the services to be provided in accordance with scope of work.

7.3. Timeline for implementation of the project

The Services to be performed by the Concessionaire has been classified into two tasks.

The Concessionaire has to adhere to the stipulated timelines as mentioned hereunder:

Survey Period: - 30 days Implementation Period: - 8.5 months O&M Period: - 7 Years

Task 1: Replacement of existing luminaires (within municipal boundary of Nashik Municipal Corporation) with LED luminaires (including LED lamp, driver and Luminaire) and installation of (CSLMS) – This activity shall be completed within 9(nine) months and (fifteen) 15 days from the date of signing of this Concession Agreement.

Task 2: Undertake comprehensive operation and maintenance of street lighting network – This activity shall commence from the date of issue of satisfactory Installation, Testing and Commissioning certificate of all LED Street lights from Engineer-in-charge (i.e. only after complete installation in

any particular zone) and shall continue for 7 (seven) consecutive years from the date of completion of Task 1.

7.4. Extension of Implementation Timeline

Notwithstanding the clause 4.3 of this Contract, if the Concessionaire does not have access to part or the whole of the Existing Lighting Infrastructure for any reason, including, but not limited, to a Force Majeure Event (as defined in clause 28 of this agreement) for any period of time during the Term, then the Concessionaire shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for such period of time when the Concessionaire does not have access to all the Existing Lighting Infrastructure in the Project Area. Also, the timeline shall be extended for an equal period of time during which the Concessionaire didn't have access to all the existing Lighting Infrastructure.

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7.5 Safety: Concessionaire has to take adequate measures for electrical safety of the systems.

Once the street light to system is handed over to Concessionaire, up to the end of the Concession period, Concessionaire will be solely responsible for any type of electrical accident (Fatal/non-fatal) and related legal and financial Consequence responsibilities shall be borne by Concessionaire.

8. Asset Ownership

8.1. Existing lighting fixtures

NMC shall at all times during the Concession Agreement period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

The Concessionaire will not be held liable for lighting infrastructure existing prior to the date of commissioning of LED luminaires and CSLMS panels or arising from any event or circumstance that occurred prior to the date of commissioning.

The Concessionaire shall ensure the proper recording of the dismantled conventional fixtures, as per format attached at Annexure V, to office of Authority at least on weekly basis.

8.2. Newly installed equipment and systems

The Concessionaire shall remain the owner of the LED luminaires and CSLMS panels installed by it during the term. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. This LED luminaires and CSLMS panels installed by Authority under this contract shall be free of any lien and should have paid all applicable taxes. At the end of the Term, the Concessionaire shall submit to Authority a list of all the equipment, fittings or other items that were replaced during the Terms.

The essence of this Concession Agreement is to keep all the street lights 'ON' and as such any non-functioning of street light fixtures/feeder panels/poles will be adversely reflected on the performance of the Concessionaire. Hence it will be in the interest of the Concessionaire to identify & attend to the

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faults & keep the lights 'ON' in a safe manner. The Concessionaire should employ only qualified and experienced personnel, use proper instruments, take adequate precautions, use good quality material, have proper supervision and maintain proper complaint management and public relations.
The Concessionaire should monitor the electrical load on each phase and each circuit in the panel & also maintain load balance equally on all the phases. He should never allow any circuit to be overloaded.

The material used for the work shall be new & of best quality available and work should be carried out with best workmanship. The material used and works carried out shall conform to the relevant Electricity Act 2003 as amended and rules of Bureau of Indian standards.

At the expiry of the Term/termination of the concession agreement, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed shall be vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS panels, along with CSLMS bill of material, to NMC.

10. Termination

10.1. Termination events
This Concession Agreement shall terminate:
a. due to a Force Majeure Event in accordance with clause 28;
b. due to a NMC/ Event of Default in accordance with clause 11 and
c. due to a Concessionaire Event of Default in accordance with clause 12;

11. NMC Event of Default

The following events, provided that they are not caused by a Concessionaire Event of Default or a Force Majeure Event and are not cured within sixty (60) days following the issuance of a notice from the Concessionaire, shall constitute a "NMC Event of Default" and the Concessionaire shall be entitled to terminate this Concession Agreement:

a) NMC fails to deposit monthly electricity bill or any other payment in the Escrow Account, for more than 1 months from its collection;

12. Concessionaire Event of Default

The following events, provided that they are not caused by a NMC or a Force Majeure Event and are not cured within sixty (60) days or within specified timelines, following the issuance of a notice from NMC, shall constitute a "Concessionaire Event of Default" and Authority shall be entitled to terminate this Concession Agreement:

a) The Concessionaire made any representation or warranty that was incorrect when made in the bid or during the Concession Period;
b) Liquidation or insolvency of the Concessionaire
c) Transferring the Services in violation of this Concession Agreement;
d) The Concessionaire has been convicted of a fraud and corrupt practices ;
e) The Concessionaire is in material breach of any of its obligations under this Concession Agreement;

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Agreement;

f) NMC or Authority determines that the Concessionaire has, directly or indirectly, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the bidding process for this Project; and
g) The Concessionaire's failure to pay the Delay Liquidated Damages as per Section VII of the RFP.

Notwithstanding the above provisions, failure by the Concessionaire to issue monthly reports, daily reports and annual electrical safety energy audit report in accordance with clause_31 of this Concessionaire agreement shall automatically constitute a Concessionaire Event of Default without having to wait for the end of the sixty (60) days cure period.

13. Termination Procedure

13.1 Termination of this Concession Agreement by Authority

Authority may terminate this Concession Agreement by giving a termination notice to the Concessionaire if a Concessionaire Event of Default has occurred and continued for more than sixty (60) days or within specified timelines after Authority notified the Concessionaire of such Concessionaire Event of Default.

13.2 Termination of this Concession Agreement by Concessionaire

The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days after Authority has received a notice from the Concessionaire mentioning the Authority Event of Default and requesting Authority to remedy such Authority Event of Default.

14. Termination Payments

14.1 In Case of Force Majeure Event

Post the Force Majeure Event, the parties will have two options:

(a) Continuation of the Contract: After a Force Majeure event, both parties may mutually agree for continuation of the Contract. The Concessionaire shall have the right to two remedies under this option. 1) Recovery of costs of damaged assets through insurance claim, and, 2) equal sharing of costs of restoration of damaged assets between the Authority and the Concessionaire as duly certified by a reputed auditor appointed by the Authority. No additional compensation may be payable by the Authority on any account including loss of income.

(b) Termination of the Contract: After a Force Majeure event, both parties may mutually agree r termination of the Contract. Both parties shall have the right to a remedy under this option. 1) Equal sharing of the recovery of costs of damaged assets through insurance claim, and, 2) payment of 50% of the Book value of the surviving assets by the Authority to the Concessionaire as duly certified by a reputed auditor appointed by the Authority. The Concessionaire agrees and undertakes to transfer the title and ownership of the assets including the equipment constructed or systems installed up to the Termination Date, utilized by it for provisioning of Services under this Agreement within a period

of 30 days. No additional compensation may be payable by the Authority on any account including loss of income.

14.2 In case of Concessionaire Event of Default

If transfer of Assets happens before the expiry of term due to a Concessionaire Event of Default, then no payment will made to Concessionaire and all the equipment constructed or systems installed by Concessionaire up to the Termination Date will be forfeited.

14.3 In case of NMC's Event of Default

(a) If transfer of Assets happens before the expiry of term due to a NMC Event of Default, the Authority shall pay the Concessionaire 100 percent of the book value in relation to such assets including the equipment constructed or systems installed up to the Termination Date, as duly certified by a reputed auditor appointed by the Authority.

15. Transfer

Minimum six (6) months before the end of Authorisation Period, the Parties shall discuss whether this Concession Agreement shall be renewed or not. If the Parties decide not to renew the Concession Agreement, then all the then Existing Lighting Infrastructure as may have been upgraded and maintained by the Concessionaire shall be transferred to NMC free of charge on the day immediately following the end of the Term.

During the Exit Management Period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the clause 33 of this Concession agreement including the ones being upgraded.

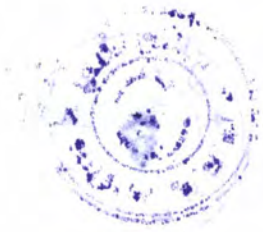
The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of term, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide notice in writing on the Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

16. Employees and training

NMC shall remain the principal employer of the Nashik Municipal Corporation employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions



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to be agreed upon between the Parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

The Concessionaire will organize training program at NMC office wherein the Concessionaire will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of Concession Agreement period on the operation, maintenance and repair of the equipment and systems installed by the Concessionaire

The Concessionaire's personnel, representatives or other members of the Consortium shall be under the complete control of the Concessionaire and shall not be deemed to be employees of NMC in any case.

17. Delay liquidated damages

Where the Concessionaire fails to complete the Services within the Timeline provided under clause 7.3 and 7.4 of this agreement, Authority shall be entitled to apply Delay Liquidated Damages as per Section VII.

18. Limitation of Liability

Neither NMC nor the Concessionaire shall be liable to the other under this Concession Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the other Party unless otherwise specified in this Concession Agreement.

Unless this Concession Agreement provides otherwise, no approval, expression of satisfaction, comment, review, payment or certificate whatsoever made or given (or any failure to make or give the same) by NMC/Authority its employees under this Concession Agreement, shall relieve the Concessionaire of any of its obligations, risks or liabilities under this Concession Agreement.

19. Third party claims
19.1 Indemnification

The Concessionaire shall indemnify and hold NMC and Authority and its employees harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or wilful misconduct of the Concessionaire, any Sub Concessionaire or their employees, in respect of the following:

a) the death or injury of any person;
b) loss or damage to any property, real or personal; and
c) Third party losses and claims.

19.2. Handling of Claims

If any proceedings are brought or any claim is made against NMC or Authority in relation to the performance of the Services by the Concessionaire, or any of its employees, NMC or Authority shall promptly notify the Concessionaire and set out full particulars of the claim. The Concessionaire shall

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conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims at its own expense and on behalf of NMC or Authority and with Authority's assistance.

20. Settlement of disputes 20. 1 Consultation

Both Parties must agree that in the event any dispute, controversy or claim arising between the Parties out of, under or in connection with this Concession Agreement, or in the interpretation of any of its provisions, including any question regarding its existence, validity or termination, the Parties shall meet promptly on the request of either Party in an effort to resolve such dispute, controversy or claim through consultation in an amicable manner. If a settlement is not reached then the matter shall be referred to NMC, Nashik for seeking their advice. Pursuant to this clause within thirty (30) days of the said request, the Parties shall refer their dispute to Arbitration.

20.2 Arbitration

Any dispute or difference whatsoever arising between the Parties to this Contract arising out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator i.e. "The Commissioner of NMC". The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, India. The language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

21. Taxes and duties

Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement.

22. Confidentiality

The Parties shall treat as confidential the existence and contents of this Concession Agreement (including its Schedules), all the information and documents obtained in relation to this Concession Agreement, the Services, as well as all other aspects of the Project contemplated under this Concession Agreement. The duration of the confidentiality obligation shall last for two (2) years following the end of the Term.

The above clause shall not apply in following cases:

a) Information already published or otherwise publicly available;
b) Information already obtained by one Party in a manner which does not breach a confidentiality obligation;
c) Information obtained from a third party in a manner which does not breach a confidentiality obligation;
d) Information required to be disclosed in accordance with Indian Laws; and
e) Information disclosed for the purpose of the performance by either Party of its obligations under this Concession Agreement.

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23. Notice

23. 1 Notice

Any notice under this Concession Agreement shall be in writing and in English, and shall be delivered in person or sent by registered post, fax or email to the following addresses: For Authority: Engineer in-Charge (Electrical), Electrical Department, Third Floor, Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik.

For Concessionaire: Ravishankar Chandrasekaran, Director, TP Luminaire Private Limited,
One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai , Mumbai 400076

23.2 Change of Information

Should either Party need to change its contact information, it shall inform the other Party in writing fifteen (15) days in advance. The change takes effect immediately upon receipt of such notice by the other Party.

24. Insurance

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

25. Representations and warranties

25.1 The Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to NMC that:

a) The Concessionaire is an independent company duly incorporated, validly existing and of good standing under Indian Laws;
b) The Concessionaire is financially solvent, is able to pay its debts as they mature, and has sufficient capital and resources to complete its obligations under this Concession Agreement;
c) The Concessionaire is not a party to any legal, administrative, arbitral, investigation or other proceedings or controversy, pending or (to the best of the Concessionaire's knowledge) threatened, that would adversely affect its ability to perform its rights and obligations under this

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Concession Agreement;

d) Without NMC's or Authority's written permission, the Concessionaire shall not engage in any related activities in the city of Nashik that may impinge upon this Project, other than the Services;
e) The execution and performance of this Concession Agreement will not result in a breach or violation of, or constitute a default under, any agreement to which the Concessionaire is a party; and
f) The execution and performance of this Concession Agreement has been duly authorized, and this Concession Agreement has been duly executed by the signatories and constitutes a legal valid and binding obligation.

25.2 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

a) Authority has the power and authority to enter into and perform its obligations under this Concession Agreement;
b) The execution of this Concession Agreement will not result in a breach or violation of or constitute a default under any agreement to which it is a party.

26. Representatives

26.1. Authority's representative

Authority may from time to time replace its Representative by notifying the Concessionaire (to be effective upon receipt by the Concessionaire).

The Authority Representative shall have full authority and power to represent and act for Authority at all times during the Term. All notices, instructions, orders, certificates, approvals and all other communications under this Concession Agreement shall be given by, and to, the Authority Representative unless Authority notifies the Concessionaire otherwise.

26.2 The Concessionaire's Representative

The Concessionaire Representative shall have full authority and power to represent and act on behalf of the Concessionaire at all times during the Term, including for sending or receiving notices, instructions, information and all other communication in relation to this Concession Agreement.

The Concessionaire shall not revoke the appointment of the Concessionaire Representative without notifying Authority of the new Concessionaire Representative.

27. Governing Law and Language

27. 2 Governing Law

This Concession Agreement is governed by and construed in accordance with the Laws of India and the State of Maharashtra.

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27.3 Language

This Concession Agreement is written in the English language. All communications and information provided should be in writing and in the English language only.

28. Force Majeure

A "Force Majeure Event" shall mean any event or combination of events occurring inside or directly involving the city of Nashik that is beyond the reasonable control of Authority or the Concessionaire, as the case may be, occurring or subsisting after the Effective Date and which (or the effects of which) is unavoidable, notwithstanding the reasonable care of the Party affected, including, in the case of the Concessionaire, any Sub Concessionaire, and, in the case of the Concessionaire only, such event(s) could not have been foreseen by an experienced Concessionaire, or to the extent that the event(s) could have been foreseen by an experienced Concessionaire, such Concessionaire could not have reasonably mitigated against the effects of such events. Such Force Majeure Events include, but are not limited to:

a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
b) Rebellion, sabotage, act of terrorism, revolution, insurrection, civil war or epidemic (excluding vandalism);
c) Lightning, earthquake, flood, hurricane, typhoon, tornado or volcanic activity.

Such events cannot be caused or contributed to by an act or omission of the Party relying on it or persons for whom that Party is responsible.

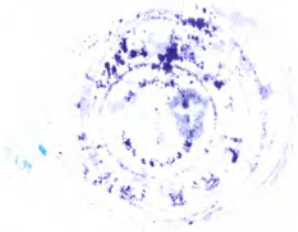
If either Party is prevented, hindered or delayed from performing any of its obligations under this Concession Agreement by a Force Majeure Event, then it shall notify the other Party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for so long as the relevant Force Majeure Event continues and to the extent that such Party's performance is prevented, hindered or delayed. The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effects thereof upon its/their performance of this Concession Agreement and to fulfil its/their obligations under this Concession Agreement, but without prejudice to either Party's right to terminate this Concession Agreement.

No delay or non-performance by either Party caused by the occurrence of any Force Majeure Event shall:

a) constitute a breach under this Concession Agreement;
b) extend the Term; or
c) Give rise to any claim for damages or additional cost or expenses occasioned thereby.

If the performance of the Services is substantially prevented, hindered or delayed for more than one hundred and twenty (120) consecutive days on account of one or more Force Majeure Events during the Term, either Party may terminate this Concession Agreement by giving a notice to the other. If this Concession Agreement is terminated pursuant to this clause, NMC shall pay to the Concessionaire the part of the Energy Savings Fee payable for the Energy Savings performed prior to the Termination Date and the part of the O&M Fee payable for the operation and maintenance services performed prior to the Termination Date. The Concessionaire shall not be entitled to any further compensation.



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Notwithstanding this clause, Force Majeure Events shall not apply to any NMC's or Authority's obligation to make payments to the Concessionaire hereunder.

29. Material Adverse Government Action

A "Material Adverse Government Action" ("MAGA") shall mean any act or omission, after the Effective Date, by NMC or Authority or any other public entity, which has a Material Adverse Effect.

A MAGA shall include the following circumstances:

a) Any imposition or change of Law that is directly targeted at the Project and/or projects similar to the Project and/or that is discriminatory against the Concessionaire.
b) Any imposition or change of Law of an environmental or technical nature which would have the effect of making the Laws more stringent than the Law in force at the Effective Date
c) Expropriation or compulsory acquisition, or seizure of the Existing Lighting Infrastructure by a public entity with respect to substantially the same subject matter

d) Any material breach by Authority of its obligations, including, but not limited to, failure to supply electricity within the whole or part of the Project

e) Any regulator's decision having the effect of decreasing the Concessionaire's remuneration under this Concession Agreement.

Within 30 days of notice to Authority of a MAGA, Authority shall procure the remedy of the MAGA in question. Should Authority fail to procure a remedy prior to the expiry of 30 day period, the Parties shall discuss the issue in an attempt to reach a mutually satisfactory solution that restores the Concessionaire to the position it would have been in had such MAGA not occurred (including compensation for costs and loss of profits). If the Parties fail to reach an agreement on a satisfactory solution, the Concessionaire shall have the right to terminate this Concession Agreement.

The Concessionaire shall not be excused for performing its obligations under this Concession Agreement upon the occurrence of a MAGA, unless the Material Adverse Effect caused the Concessionaire to fail to perform its obligations.

30. Performance Security

30.1. Performance Security

The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Annexure VI issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/-("Performance Bank Guarantee"). The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation, then BG needs to be extended accordingly. One time PBG for O&M amounting to Rs. 2,00,00,000 (Rupees Two Crores only) shall be submitted separately for the duration of O&M period. PBG for O&M needs to be submitted before the release of PBG meant for installation period. The Performance Bank Guarantee for installation works shall be returned to concessionaire after 100% installation + six months and any delay in installation. The Performance Bank Guarantee for O&M work shall be returned to the Concessionaire after the expiry of the Term.

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Authority shall invoke Performance Security in case the Concessionaire fails to discharge their Concession Agreement obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall secure the proper and timely performance of the Concessionaire's obligations as from the Effective date until the end of the Term, including the payment of Delay Liquidated Damages pursuant to clause 17 of the Contract. In case the performance Bank Guarantee is partly encashed on account of Liquidated Damages, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. In case the Concessionaire doesn't maintain the required PBG amount then same shall be recovered from his share (energy saving) from escrow account.

All fees, taxes, costs and expenses associated with procuring, preparing, completing and stamping (if applicable) the Performance Bank Guarantee shall be the responsibility of and paid by the Concessionaire.

30.2 Notice

Authority shall, prior to making any demand under the Performance Bank Guarantee, send a written notice to the Concessionaire mentioning the existence of a Concessionaire Event of Default and providing a cure period of fifteen (15) days. If the Concessionaire does not remedy its Concessionaire Event of Default within these fifteen (15) days, then Authority shall be entitled to call part or full, as relevant, of the Performance Bank Guarantee.

30.3 Replacement

Where the Performance Bank Guarantee is subject, pursuant to its terms, to a fixed expiry date, the Concessionaire shall, not less than thirty (15) days prior to such expiry date, amend or replace the Performance Bank Guarantee, as the case may be, with a duly executed amended or replacement guarantee. Any replacement Performance Security must be issued for at least one (1) year by any Scheduled Bank having a branch at Nashik city, and should be on identical terms as original Guarantee issued. If the Concessionaire fails to provide an amended or replacement Performance Bank Guarantee as required, Authority may issue a demand under the Performance Bank Guarantee for the full amount available and shall be entitled to hold such amount as security for the performance of the Concessionaire's obligations under this Concession Agreement until a replacement Performance Bank Guarantee is provided (whereupon such amounts shall be returned to the Concessionaire without any obligation to account for interest).

If the Concessionaire is unable to provide new Performance Bank Guarantee for a period of more than a month from its expiry date, the Authority has the right to terminate the Concession Agreement.

31. Reporting

During the Term, the Concessionaire shall provide monthly reports to Authority with a separate copy to NMC about the following matters:

a) Energy saving report including CSLMS data
b) Operation and maintenance services;

c) Load reduction
d) Update on the assets;
e) Any other relevant as said by NMC or Authority.

If the Concessionaire does not issue monthly reports within ten (10) days of the end of the relevant month for any three (3) consecutive months or there is major false information in more than three (3) reports during the Term of the Concession Agreement, this breach shall constitute a Concessionaire Event of Default.

32. Miscellaneous

32. 1 Assignment
Neither NMC or Authority nor the Concessionaire shall without the expressed written consent of the other Party assign or charge to any third party this Concession Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

32.2 Entire Agreement
This Concession Agreement constitutes the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing and approved by both Parties. This Concession Agreement supersedes all communication, negotiations and agreements (whether written or oral) between the Parties made prior to the Effective Date with respect to the Services.

32.3 Amendments
Any amendment, addition or variation to this Concession Agreement shall be valid and binding only if in writing and only if signed by the authorized representatives of both Parties.

32.4 Severability
Should any provisions in this Concession Agreement be invalid, illegal or unenforceable or be held invalid, illegal or unenforceable by any competent tribunal or court, the remaining provisions of this Concession Agreement shall remain valid and enforceable.

32.5 No Partnership
This Concession Agreement does not constitute a joint operation or partnership in the legal sense between the Parties. The Concessionaire is a service provider to Authority.

33. Exit Management

33. 1 Purpose

i. This clause sets out the provisions which shall apply on expiry or termination of the "Contract Agreement" on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, NMC shall have the right to, at its sole discretion, apply this clause.
ii. The Parties shall ensure that their respective associated entities, in case of NMC or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

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33.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to NMC.

- During this period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the bidding document including the ones being upgraded to NMC. The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract Period, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.
- The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to NMC on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.
- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand overall Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide comprehensive maintenance of all the hardware/Software as detailed in RFP during the concession period, Concessionaire must ensure that all the items are in working condition with support of OEM related to repair/replacement/availability of spare parts for at least 03 years at the time of exit.
- From the first day of last month of the concession period, testing phase of overall system installed by the Concessionaire will be started in phases so that all the equipment are proved to be in working conditions and handed over to NMC on the last date of the concession period and before issuing completion certificate and PBG.

33.3 Cooperation and Provision of Information

During the exit management period:

a) The Concessionaire shall permit NMC or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to assess the existing services being delivered.
b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by NMC or its nominated agencies, the selected Concessionaire shall provide access

9237

to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the Concession Agreement. The Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). NMC or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit NMC or its nominated agencies and/or any entity nominated by NMC to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

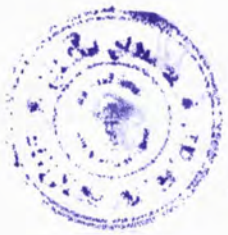
33.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to NMC the following:

    - Information relating to the present services provided and customer satisfaction surveys.
    - Documentation pertaining to Project related data and confidential information.
    - All current and updated data as is needed for purposes of NMC or its nominated agencies for transitioning the services either to NMC or the entity nominated by NMC.
    - All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable NMC or its nominated agencies, or to the entity nominated by NMC to carry out due diligence in order to transition the provision of the Services to NMC or its nominated agencies, or to any entity nominated by NMC (as the case may be).

Before the exit management period expire, the selected Concessionaire shall deliver to NMC or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.

- Before the exit management period expire, unless otherwise provided under the Concessionaire Agreement, NMC or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of NMC or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating to privacy) provide to NMC or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.



3376

33.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Concessionaire to the department or its nominees, or an entity nominated by NMC applies to any or all of the employees of the Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of the Concessionaire or its nominated agencies or its entity nominated by NMC may make an offer of employment or contract for services to such employee of the Concessionaire and the Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by NMC or its nominated agencies or any Replacement Concessionaire.

33.6 Transfer of Certain Agreements

On request by NMC or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favour of NMC or its nominated agencies, or its entity nominated by NMC in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

33.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to NMC or its nominated agencies, and/or any entity nominated by NMC in order to inventory the assets or Assets.
- The Concessionaire shall also give NMC or its nominated agencies, or any entity nominated by NMC right of reasonable access to the Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by NMC rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Concession Agreement as is reasonably necessary to migrate the services to NMC or its nominated agencies, or a Replacement Concessionaire.

33.8 General Obligations of the Concessionaire

- The Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to NMC or its nominated agencies or any entity nominated by NMC and which the Concessionaire has in its possession or control at any time during the exit management period.

- For the purposes of this Clause, anything in the possession or control of any Concessionaire or associated entity is deemed to be in the possession or control of the Concessionaire.

7376

- The Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

33.9 Exit Management Plan

The Concessionaire shall provide NMC or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with Concession Agreement as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

33.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years. It shall be part of exit plan to submit letter from OEMs in this regard.

Concessionaire

TP LUMINAIRE PRIVATE LIMITED

Director - TP Luminaire Private Limited

Deputy Engineer (Electrical)
Nashik Municipal Corporation

Executive Engineer (Electrical)
Nashik Municipal Corporation

Witness:

1. Signature:
Name: ABHISHEK DAS
Address: 7506067471

For Shakti Fixtures Pvt. Ltd.

2. Signature:
Name: Auth. Sign./Director
Address:

T. G. Gandhi
9324042517

0976

9669

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

☎ P.B.X. : 2575631, 2575632, 2577952, 2577921, 2577923
2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Work Order

Nashik Municipal Corporation, Nashik
Electrical - Mechanical Department,
Outward No.: H.O. 03,
Date: August 20, 2019

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Subject: Appointment of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis

Reference:

1. State Government policy on non-renewable energy vide circular number: 2015/Pr.Kr. 387/energy-7 dated June 22, 2017
2. General Body resolution number 1380 dated January 10, 2018
3. e-Tender ID: 2018_NMC_365389_1
4. RfP document reference number: MAH-NAS-060-RFP-01
5. Commercial bid opened on February 20, 2019
6. Standing committee resolution number 314 dated February 28, 2019
7. Letter of Award (LoA) bearing number 238 issued to Tata Projects Limited (TPL) on March 6, 2019
8. Submission of true copy dated March 25, 2019 of "minutes of 216th Meeting of Board of Directors of TPL held on March 22, 2019" regarding designating TP Luminaire Private Limited to execute work in Nashik
9. Request from TPL vide. reference number TPL-M/UI-SC/NSL/1968 dated June 24, 2019
10. Interest rate offer from TPL's contracted bank on July 17, 2019
11. Email from TPL dated July 19, 2019 mentioning the submission of interest rates on initial deposit in Escrow by TPL's contracted bank
12. Signed Concession Agreement submitted by TP Luminaire on August 20, 2019

In concurrence with the following conditions, this Work Order is awarded in your favour to commence works of Implementing Smart LED Street Lights as per reference 3.

1 You have submitted performance bank guarantee with Bank Guarantee 1303919BG0000165 from State Bank of India amounting to Rs. 8,25,00,000 dated March 29, 2019 valid till June 2020 and which will be extended as per tender conditions.
2 Bank guarantee shall be renewed as per RFP conditions and will be returned in accordance with the conditions mentioned in tender.
3 Nashik Municipal Corporation (NMC) shall make payment to Escrow account in accordance with RFP conditions.

4 Concessionaire shall take out necessary insurance policy/policies so as to provide adequate insurance cover for execution of the awarded contract work from the directorate of insurance "Maharashtra State Mumbai". Its postal address for correspondence is 264, MHADA, 1st Floor, Opposite Kalanagar, Bandra (East), Mumbai-400051. (Telephone Number: 6438690/6438746, Fax Number: 6438461)

5 The duration of award of work is for Financial year 2019 to 2027 and shall commence on the date of signing of this Work Order.

6 All conditions and clauses as mentioned in tender document, corrigendum (if any), addendum (if any) and concession agreement will prevail during the tenure of project.

7 You are suggested to start execution work with immediate effect.

30/8/19

Engineer-in-charge (Electrical)
Nashik Municipal Corporation

OIC

Copy to:

1. Hon'ble Commissioner, Nashik Municipal Corporation
2. CEO, Nashik Municipal Smart City Development Corporation Limited
3. Superintending Engineer (Electrical-Mechanical Department), Nashik Municipal Corporation
4. Vice-President, Smart Cities, Tata Projects Limited, Mumbai

Received for
TP Luminaire Pvt Ltd &
Tata Projects Limited

21/08/19
5PM.

(9(61)

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Work Order

Nashik Municipal Corporation, Nashik
Electrical - Mechanical Department,
Outward No.: H.O. 03,
Date: August 20, 2019

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Subject: Appointment of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis

Reference:

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4. RfP document reference number: MAH-NAS-060-RFP-01
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2 Bank guarantee shall be renewed as per RFP conditions and will be returned in accordance with the conditions mentioned in tender.
3 Nashik Municipal Corporation (NMC) shall make payment to Escrow account in accordance with RFP conditions.

4 Concessionaire shall take out necessary insurance policy/policies so as to provide adequate insurance cover for execution of the awarded contract work from the directorate of insurance "Maharashtra State Mumbai". Its postal address for correspondence is 264, MHADA, 1st Floor, Opposite Kalanagar, Bandra (East), Mumbai-400051. (Telephone Number: 6438690/6438746, Fax Number: 6438461)

5 The duration of award of work is for Financial year 2019 to 2027 and shall commence on the date of signing of this Work Order.

6 All conditions and clauses as mentioned in tender document, corrigendum (if any), addendum (if any) and concession agreement will prevail during the tenure of project.

7 You are suggested to start execution work with immediate effect.

20/8/19
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

Copy to:

1. Hon'ble Commissioner, Nashik Municipal Corporation
2. CEO, Nashik Municipal Smart City Development Corporation Limited
3. Superintending Engineer (Electrical-Mechanical Department), Nashik Municipal Corporation
4. Vice-President, Smart Cities, Tata Projects Limited, Mumbai

Received for
TP Luminaire Private Limited &
Tata Projects Limited

21/08/19
5PM.

9C64

Subject **Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC**

From <ee_electrical@nmc.gov.in>

To <amolnisal@tataprojects.com>

Cc Abhishek Das <abhishekdas@tataprojects.com>, <se_mech@nmc.gov.in>, Project Coordinator <pmc@nashiksmartcity.in>, shubhamsodhani <shubhamsodhani@kpmg.com>, Jain, Abhishek <abhishekjain24@kpmg.com>, Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>

Date 2019-05-16 15:41

Assistant General Manager - Smart Cities,
Tata Power Projects

Date: May 16, 2019

For kind attention of: Mr. Amol Nisal

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

This is in reference to several requests and reminders both verbally as well as through mail regarding signing of contract in accordance with RfP and subsequent corrigendum conditions. Furthermore, we have given timely response to any of the queries you'd raised. Delay in contract singing from your end is spilling over on the overall execution of project.

Therefore, once again you are suggested to sign the contract with any further delay and latest by May 20, 2019.

Regards
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

EE (Electrical).
pl. check on final draft Aggreement & get it checked from NMC's legal Advisor urgently so that contract can be signed by Monday or Tuesday. This is impt.
17/5/19

On 2019-05-13 17:54, ee_electrical@nmc.gov.in wrote:

To,

Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 13, 2019

Reference: Your email at 5.58 pm dated May 10,2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Per your previous mail, please find revised contract agreement. Further please note following observations on the three points highlighted by you in last mail.

1) CLAUSE 4.2 B - CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Response from NMC: This is not a modification, but correction in line with RfP condition mentioned on page 53 under "Deposit and Replenishment Request". It may be noted, that whatever is mentioned in RfP is of paramount importance and must necessarily be adhered to.

2) Clause 12 - New points added in Concessionaire Event of Default.

Response from NMC: May be removed and made according to original version.

3) Clause 13.2 - Clause for Termination of Concession Agreement by Concessionaire modified

Sh Patil H.K
Dy E (East)
Pl. take contract agreement verification from more legal advisor
17/5/2019

Sh Patil
pl. expe urgently
21/5

9L02

Response from NMC: A slight change has been made for the purpose of clarity for both sides. This provision needs to be retained for clarity in future.

After these clarifications, you are requested to execute the contract agreement at the earliest.

Regards
Engineer-in-charge, Electrical Department
Nashik Municipal Corporation

On 2019-05-10 17:58, Abhishek Das wrote:

Dear Sir ,

With reference to your mail yesterday regarding the draft Contract agreement sent to us , our internal team have reviewed the agreement and the comments put forth .

However, it has been observed that the clauses given below have been inadvertently added or modified. These modifications are not being accepted by our internal team and hence we request you that the original clauses should be retained during signing of agreement.

1) CLAUSE 4.2 B -

CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Original clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _within 1 month of the signing of Energy Savings and Performance Contract (ESPC)'._

Modified clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _after successful installation._

2) CLAUSE 12 -

NEW POINTS ADDED IN CONCESSIONAIRE EVENT OF DEFAULT.

h) If the Concessionaire places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMC

i) If the Concessionaire fails to provide the quality services as envisaged under this Contract, NMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. NMC may decide to give one chance to the Successful Bidder to improve the quality of the services.

j) If the Concessionaire fails to comply with any final decision reached as a result of dispute resolution or arbitration proceedings

3) CLAUSE 13.2 -

CLAUSE FOR TERMINATION OF CONCESSION AGREEMENT BY CONCESSIONAIRE MODIFIED

Original Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

Modified Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice _of at least 30 days_ to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

9CGG

The draft agreement with comments is enclosed for your needful action.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----

From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Sent: 09 May 2019 17:31

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; swapnildeshmukh@kpmg.com

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Mr. Abhishek Das

Manager - Business Development,

Smart Cities Tata Power Projects

Date: May 9, 2019

Reference: Your reply received through email at 2.56 pm dated May 8, 2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Please note that contract agreement should be signed at the earliest.

This would enable signing of Escrow agreement. Hence, you are requested to come to Nashik tomorrow i.e. May 10, 2019 for signing of contract without any further delay.

Further, please find revised draft of contract agreement with a single correction made (in clause 4.2.b in accordance with RfP condition) over the reviewed draft of contract shared by us with you yesterday i.e. May 8, 2019 at 2.02 PM.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-08 14:56, Abhishek Das wrote:

Dear Sir,

We thank you for sharing your comments on the Draft Energy Savings &

Performance Contract .

We had also shared our Project Finance team's version of Draft Escrow

Agreement .

Request you to share your comments on the Draft Escrow Agreement at

the earliest .

We shall share your comments with our internal teams for their

approval and further action .

As a process, we need our internal team's vetting to enter into any

contract . Only after approval of both the agreements by our

respective teams , we would be able to travel to Nashik for signing

the contract

So we request you again to share us the Draft Escrow Agreement at the

earliest .

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani

Business Park ,Powai , Mumbai 400076 Email :

abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91

7506067471

9265

-----Original Message-----

From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Sent: 08 May 2019 14:02

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

Dear Mr. Abhishek Das

Manager - Business Development, Smart Cities Tata Power Projects

Further to your last mail regarding contract agreement for Smart Street Light project, please find attached herewith reviewed contract with review points highlighted in yellow. Also, attached is the reason sheet.

You are requested to come to Nashik tomorrow i.e. May 9, 2019 for signing the contract.

Subsequent to signing of contract agreement, Escrow agreement would be executed.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-04-04 16:56, Abhishek Das wrote:

Dear Sir ,

9200

With reference to the Draft contract agreement attached herewith -

which has been cleared by our contracts team , please provide your

comments for further action .

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471 Notice:
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9603

TATA

Ref: TPL-M/UI-SC/NSL/1968 Date: 24.06.2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:

1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 06.03.2019
3. NMC letter dated 15.06.2019 vide email
4. TPL letter dated 20.06.2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis **– Signing of Contract Agreement**

Dear Sir,

In reference to the subject matter and in continuation to TPL's letter cited at Sr. No 4, we further clarify the following for your kind consideration:

1. Your good self may please acknowledge that the draft Contract Agreement at Annexure-IV, Page 126 of Concessionaire document, provides the provision of funding of Escrow account by NMC within one month of signing of Energy savings and Performance Contract (ESPC).

2. Accordingly, we have proposed to sign the ESPC as per the aforesaid provision vide E-mail dated 04.05.2019 which was also acknowledged by NMC vide E-mail dated 08.05.2019.

3. Subsequently, NMC vide E-mail dated 09.05.2019 has informed that they propose to modify the above existing provision of the draft Concession Agreement which led to the current lack of consensus on the contents for signing of Agreement.

4. NMC has informed that they intend to rely on the provisions mentioned in RFP and draft Escrow agreement format which state that Escrow agreement shall be funded after 9 month implementation period.

5. In the above regard, TPL invites attention to clause 2.1 of draft Contract Agreement which clarifies that the Concessionaire Agreement has the highest priority in event of any conflict / ambiguity.

Sh. Patil H.K. As per discussion with Hon S.K. Sir Take legal opinion regarding ESPC
24/6/19

विद्युत विभाग
आवक नं. 9603.
दिनांक- 28/ 6/2019

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com

Registered Office Mithona Towers -1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

9LL3

6. Accordingly, the funding of Escrow account by NMC is to be done within one month of signing of ESPC as per clause 2.1 of draft Concession Agreement.

7. Notwithstanding the above, if NMC still considers that there exists an ambiguity regarding the funding of Escrow account, TPL informs that such ambiguity is to be dealt as per the rule of "Contra Proferentem" in the Contract law. The said principle states that, where a promise, agreement or term is ambiguous, the preferred meaning should be the one that works against the interests of the party who provided the wording i.e., the contract draftsmen is to bear the consequences of any ambiguity under the Contract.

In view of above, TPL requests NMC to consider the acceptance of provision regarding the funding of Escrow Agreement as mentioned in the draft Concessionaire Agreement for earliest signing of Contract. Notwithstanding the aforesaid, TPL informs its readiness to resolve the issue amicably and looks forward for earliest signing of the Contract.

Thanking you and assuring our best of services at all times.

Yours faithfully,

For Tata Projects Ltd.

TATA PROJECTS LIMITED

Ravishankar Chandrasekaran
Vice President & SBG Head – Urban Built Form

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com

Registered Office Mithona Towers -1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

Electric Dept.
दि. 20/6/19
CD/IWL/6052
9224
आयुक्त

Gmail Commissioner Nashik <commissionernmc@gmail.com>

RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

1 message

Abhishek Das <abhishekdas@tataprojects.com> Thu, Jun 20, 2019 at 6:07 PM
To: "ee_electrical@nmc.gov.in" <ee_electrical@nmc.gov.in>
Cc: "commissioner@nmc.gov.in" <commissioner@nmc.gov.in>, "commissionernmc@gmail.com" <commissionernmc@gmail.com>, "se_mech@nmc.gov.in" <se_mech@nmc.gov.in>, "ceo@nashiksmartcity.in" <ceo@nashiksmartcity.in>, "pmc@nashiksmartcity.in" <pmc@nashiksmartcity.in>, "shubhamsodhani@kpmg.com" <shubhamsodhani@kpmg.com>, "harshaddhande@kpmg.com" <harshaddhande@kpmg.com>, "swapnildeshmukh@kpmg.com" <swapnildeshmukh@kpmg.com>, "amitpatjoshi@kpmg.com" <amitpatjoshi@kpmg.com>, Amol Nisal <amolnisal@tataprojects.com>

Ref: TPL-M/UI-SC/LED/NMC/JN2Date: 20th June 2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Arrange meeting and solve issue as per RFP.

Ref: 1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 6th March 2019
3. Your letter dated 15th June 2019 vide email

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – Signing of Contract Agreement

Dear Sir,

We acknowledge receipt of your letter referred above at S.No.(3) and equally appreciate your concern over delay in signing of agreement.

However, we differ with the contentions of NMC in the said letter and wish to clarify the following for your consideration:

1)The draft agreement was first initiated by TPL vide email dated 4th May 2019 with proposed changes which were majorly forming part of Corrigendum.
2)NMC shared the revisions to the above mentioned draft agreement on 8th May 2019 which were acceptable to TPL.
3)However, NMC shared another draft agreement (ver.3) vide email dated 9th May 2019 in which clause 4.2(b) of Annexure IV of draft agreement related to funding of Escrow Agreement was revised from "within 1 month of signing of Energy Savings and Performance Contract (ESPC)" to "after successful installation". Also the clause for opening of Escrow account within 1 month of contract signing was deleted. These change were not acceptable to us and hence we have conveyed our disagreement to the same vide our email dated 10th May 2019 and during our various meetings held with NMC.
Further, clarification on opening of Escrow account within 1 month of contract signing was conveyed by NMC on 10th June 2019 vide draft agreement (ver.4) but there was no change in funding of Escrow account.

In view of above, the delay in contract signing is not due to reasons attributable to TPL and hence TPL shall not be held solely responsible for the delay.

Notwithstanding the above, we confirm our readiness to close issues for signing of contract amicably in accordance to conditions of the RFP. We request you to convene a meeting at the earliest where issues can

विद्युत विभाग
आवक नं. ....४०४..
दिनांक- २४/ ६/२०१९

9266

TATA

Ref: TPL-M/UI-SC/LED/NMC/JN2 Date: 20th June 2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
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Nashik - 422002

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Notwithstanding the above, we confirm our readiness to close issues for signing of contract amicably in accordance to conditions of the RFP. We request you to convene a meeting at the earliest where issues can be resolved and agreement can be signed.

With best regards,

Yours Sincerely

TATA PROJECTS LIMITED

ABHISHEK DAS
Manager – Business Development (Smart Cities)
Tata Projects Limited
Contact @ +91 9007899321

NMC/Acc.T/ JWL/3/2/2019

९८८९

नाशिक महानगरपालिका,नाशिक.
जा.क्र.मनपा/लेखा/ ६७८/२०१९.
दिनांक-०१.०७.२०१९.

प्रति,
मा. अधिक्षक अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक.

विषय- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानीबाबत.

संदर्भ- १. मा. श्री. सलीम (मामा) शेख, गटनेता महाराष्ट्र नवनिर्माण सेना, नगरसेवक प्र.क्र..११ क नाशिक महानगरपालिका यांचेकडील दि. २१.०६.२०१९ चे पत्र.

२. मा. श्री. शेलार गजानन दामोदर, नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी यांचे दि. २९.६.२०१९ चे पत्र.

उपरोक्त संदर्भिय विषयान्वये कळविणेत येते की, प्रस्तुत विषय आपले विभागाशी संबंधित असल्याने सदर पत्रातील आशय लक्षात घेऊन, त्याबाबत दखल घेऊन उचित कार्यवाही करण्यात यावी. तसेच त्यासंदर्भात सन्माननीय नगरसेवक श्री. सलीम (मामा) शेख व श्री. शेलार गजानन दामोदर यांना अवगत करणेत यावे.

सोबत: संदर्भिय पत्र.

उपमुख्य लेखाधिकारी,
नाशिक महानगरपालिका, नाशिक.

प्रत-

१. मा. श्री. सलीम (मामा) शेख
गटनेता,महाराष्ट्र नवनिर्माण सेना
नगरसेवक प्र.क्र. ११ क
नाशिक महानगरपालिका, नाशिक.

२. मा. श्री. शेलार गजानन दामोदर
नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक.

विद्युत विभाग
आवक नं. ७५६
दिनांक- ०१/०७/२०१९

उपअभियंता (पुर्व)
मनपाचे वकिल श्री V. V. Parsadeu
मायेशी चर्चा करून Reply
तयार करणे
1/7/2019

सलिम (मामा) शेख (१८९७)

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

दिनांक : २९/६/२०१९

प्रति,
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डे देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

नाशिक महानगरपालिका
लेखा विभाग
जावक क्र. ९०८
दिनांक- २९/६/२०१९
स्वाक्षरी-

आपले स्नेहांकीत
NKBodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

9Leq

०८९३

शेलार गजानन दामोदर

नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक
माजी शहर जिल्हा अध्यक्ष राष्ट्रवादी काँग्रेस पार्टी, नाशिक
सदस्य : नामको बँक, नाशिक

निवास :
३२५४, कमोद रोड, बागवानपुरा,
नाशिक ४२२ ००१
निवास : ०२५३-२५९७९९७

नाशिक महानगरपालिका
ठेका विभाग
जावक क्र. ९०७
दिनांक- २९/ ६/२०१९
स्वाक्षरी-

जा. क्र.: ३९

दिनांक : २९।६।२०१९

प्रति, ३
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

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तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

गुरुमितसिंग बग्गा
नगरसेवक, मनपा नाशिक

गजानन दामोदर शेलार
गटनेता राष्ट्रवादी काँग्रेस पक्ष,मनपा

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

पुर्ण

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 21/8/2019
आयुक्त

CD/IWL/8310
(१८५५)

Gmail Commissioner Nashik <commissionernmc@gmail.com>

Re: Contract Agreement // Smart Street Lighting project - NMC

1 message

ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in> Wed, Aug 21, 2019 at 6:03 PM
To: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: commissioner@nmc.gov.in, ceo@nashiksmartcity.in, se_mech@nmc.gov.in, Abhishek Das <abhishekdas@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, harshaddhande@kpmg.com, sw[illegible]nildeshmukh@kpmg.com, amitpatjoshi@kpmg.com, shubhamsodhani@kpmg.com

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Reference:

1. Signed Concession Agreement submitted by TP Luminaire on August 20, 2019
2. Work Order vide out ward number HO.03 dated August 20, 2019

Please plan to visit Nashik with your larger team on August 23, 2019 at Rajiv Gandhi Bhavan, Nashik Municipal Corporation at 4 pm for kick off meeting. Accordingly the team needs to be deputed.

Regards
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

नाशिक महानगरपालिका, नाशिक
[illegible]
9046 [illegible] 23/8/19
[illegible] 1 [illegible]

विद्युत विभाग
आवक नं. ...१०१९
दिनांक- 23/८/२०१९

(East)
Sh Bhosale
Put up this file
23/8/19

[illegible] with file pl
23/8

9296

TATA

Ref: TPL-M/UI-SC/062/NASHIK-LED/A23 **Date: 23rd August 2019**

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:
1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 6th March 2019
3. PBG no. 1303919BG0000165 of amount INR 8,25,00,000 submitted on 5th April 2019
4. TPL Letter – Ref TPL-M/UI-SC/062/NASHIK-LED/05/18 dated 3rd May 2019
5. Signed contract agreement between NMC & TP Luminaire Private Limited on 20.08.2019
6. Work order issued by Nashik Municipal Corporation – H.O.03 dated 20.08.2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – Return of Earnest Money Deposit submitted along with online bid.

Dear Sir,

With reference to the above mentioned subject and the reference tender no. 2018_NMC_365389_1,we wish to inform you that as per the tender requirements we have submitted Earnest Money Deposit in the form of Online Payment of amount INR 85, 00,000 (Indian Rupees Eighty Five Lakhs only) .
On receipt of LOA, bearing 238 dated 6th March 2019, we had submitted PBG no. 1303919BG0000165 of amount INR 8,25,00,000 (Indian Rupees Eight Crores Twenty Five Lakhs only) to your good self in accordance with the requirements of the RFP on 5th April 2019 .
Post that the contract has been signed on 20th August 2019 and work order has been issued to TP Luminaire Private Limited (A wholly owned subsidiary of Tata Projects Limited) as per Tender Clause (Corrigendum 5 Annexure A)
Further we wish to bring to your attention that as per tender clause 3.13, EMD of successful concessionaire will be returned after the award of the contract and submission of the PBG.
In view of the above, we request you to please approve and refund the EMD amount to Tata Projects Limited at the earliest.

Thanking you,

For **TATA Projects Limited**

Abhishek Das
Manager – Business Development (Smart Cities)
Contact : +91 7506067471 (Mobile)
Email : abhishekdas@tataprojects.com

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers -1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6617 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

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नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ EE०/२०१९
दिनांक 30/0C/२०१९
NMC/ELECMECH/WL/2019/368

प्रति,
संचालक, माहिती व तंत्रज्ञान विभाग,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक महानगरपालिका क्षेत्रात विभागनिहाय प्रस्तावीत कामकाजांचे छायाचित्र व व्हिडीओ मोबाईल ॲप्लीकेशनव्दारे करणे बाबत...

संदर्भ: मा.आयुक्त सो. यांचा आदेश.

कामाचेनाव: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे.

Department : Electrical Department
Division :- All Divisions.
Name of Executive Engineer: 1) D.B.Vanmali - EMP ID - 5169
Name of Deputy Engineer 1) H.K.PATIL - EMP ID - 5168 2) A.S.Gaikwad- EMP ID - 4964 3)S.V.Vaikar EMP ID -43614) B.R.Bagul EMP ID -3536

Sr. No	Name of Work	Ward Number	Detail address of work	Lacation/ landmark	Details of Work			Estimated cost	Tendered cost	Name of agency	Name of Jr. Engr.	Employee ID
					Type of work	Status of work						
						Yet to be started	In progress					
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	Gen.	All Divisions, NMC	All Divisions, NMC	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	--	Yes	On PPP Basis	On PPP Basis	M/s.Tata projescts Luminiors Ltd.	[redacted], S.J.Belgaonkar Dhamne N..R Gite M.V. Kulkarni S.I. Gaikwad V.A. Zade S.R.	[redacted] 5636 6915 9254 7520 8166 6986

Deputy Engineer (Ele.)
Nashik Municipal Corporation

Executive Engineer (Ele.)
Nashik Municipal Corporation

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नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ /२०१९
दिनांक / /२०१९
NMC/ELECMECH/IWL/2019/

प्रतिं,
संचालक, माहिती व तंत्रज्ञान विभाग,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक महानगरपालिका क्षेत्रात विभागीय सहाय प्रस्तावीत कामकाजांचे छायाचित्र व व्हिडीओ सोबाईल अप्लीकेशनव्दारे करणे बाबत...

संदर्भ: मा.आयुक्त सो. यांचा आदेश.

कामाचेनाव: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे.

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Name of Deputy Engineer 1) H.K.PATIL EMP ID - 5168 2) A.S.Gaikwad EMP ID - 4964 3) S.V.Vaikar EMP ID -43614) B.R.Bagul EMP ID -3536

Sr. No	Name of Work	Ward Number	Detail address of work	Location/ landmark	Details of Work: Type of work	Status of work: Yet to be started	Status of work: In progress	Estimated cost	Tendered cost	Name of agency	Name of Jr. Engr.	Employee ID
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Request for proposal for selection of processing for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	Gen.	All Divisions	All Divisions	Request for proposal for selection of processing for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.		Yes	On PPP	On PPP Basis	M/s.Tata projescts Luminiors Ltd.	J.K.Kahane, S.J.Belgaonkar Dhamne N..R Gite M.V. Kulkarni S.I. Gaikwad V.A.	4364 5636 6915 9254 7520 8166

Executive Engineer (Ele.)
Nashik Municipal Corporation

Deputy Engineer (Ele.)
Nashik Municipal Corporation

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ /२०१९
दिनांक / /२०१९
NMC/ELECMECH/IWL/2019/

प्रति,
संचालक, माहिती व तंत्रज्ञान विभाग,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक महानगरपालिका क्षेत्रात विभागीय सहाय प्रस्तावीत कामकाजांचे छायाचित्र व व्हिडीओ सोबाईल अप्लीकेशनव्दारे करणे बाबत...

संदर्भ: मा.आयुक्त सो. यांचा आदेश.

कामाचेनाव: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे.

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Name of Executive Engineer: 1) D.B.Vanmali EMP ID - 5169
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Sr. No	Name of Work	Ward Number	Detail address of work	Location/ landmark	Details of Work: Type of work	Status of work: Yet to be started	Status of work: In progress	Estimated cost	Tendered cost	Name of agency	Name of Jr. Engr.	Employee ID
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1	Request for proposal for selection of processing for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	Gen.	All Divisions	All Divisions	Request for proposal for selection of processing for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.		Yes	On PPP	On PPP Basis	M/s.Tata projescts Luminiors Ltd.	J.K.Kahane, S.J.Belgaonkar Dhamne N..R Gite M.V. Kulkarni S.I. Gaikwad V.A.	4364 5636 6915 9254 7520 8166

Executive Engineer (Ele.)
Nashik Municipal Corporation

Deputy Engineer (Ele.)
Nashik Municipal Corporation

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9909

Subject **Request for change of OEM - Nashik Smart Street Lighting Project**

roundcube

From Amol Nisal <amolnisal@tataprojects.com>

To se_mech@nmc.gov.in <se_mech@nmc.gov.in>, ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Cc commissioner@nmc.gov.in <commissioner@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Abhishek Das <abhishekdas@tataprojects.com>, harshaddhande@kpmg.com <harshaddhande@kpmg.com>, swapnildeshmukh@kpmg.com <swapnildeshmukh@kpmg.com>, amitpatjoshi@kpmg.com <amitpatjoshi@kpmg.com>, shubhamsodhani@kpmg.com <shubhamsodhani@kpmg.com>, Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>

Date 2019-09-06 12:54

Dear Sir,

This has reference to our discussion regarding change of OEM for Nashik Smart Street Lighting Project (WO outward No. HO 03 Dt 20th Aug 2019)

TPL has a global alliance with Signify (erstwhile Philips) & Tata Communications Ltd (TCL) for smart street lighting solutions.
We are also working together on some of the international opportunities.
In India, we have successfully deployed Signify/TCL solutions+ services in pune/noida smart street lighting projects.
This solution is deemed to be best in class & our customers are totally satisfied with Signify/TCL solution.
As TPL, we have time tested working relation with both of them & found their product/services at par with best in the world.

For Nashik, both Signify and TCL had minor technical compliance issues due to which TPL could not propose their solution at the bidding stage.
We had asked both of them to rework their solution and make it completely RFP compliant.
Now, RFP compliant products are available with them & can be used in Nashik, subject to your permission.

With the compliance issues out of the way, we hereby propose Signify + TCL solution for Nashik Smart Street Lighting project.
TPL assures you that this change, will not have any impact on TPLs deliverables.
We request your approval to change the OEM for this project &
in order to demonstrate the solution as per RFP guidelines, we seek your permission to conduct POC once again with Signify + TCL.

Request you kindly allow us this change in OEM & provide us sites to conduct POC.
Look forward to your positive response.

Regards,

Amol Nisal | Assistant General Manager - Smart Cities

TATA PROJECTS Simplify.Create
Transocean House, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai, Mumbai - 400 076.
Mob.: +91 9967414465 Tel.: +91 2266255610
Website: www.tataprojects.com

sh Bhaosale
smart lighting file
9/9/19
2016 hrs

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: Wednesday, August 21, 2019 6:03 PM

To: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: commissioner@nmc.gov.in; ceo@nashiksmartcity.in; se_mech@nmc.gov.in; ceo@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; harshaddhande@kpmg.com; swapnildeshmukh@kpmg.com; amitpatjoshi@kpmg.com; shubhamsodhani@kpmg.com
Subject: Re: Contract Agreement // Smart Street Lighting project - NMC

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Reference:

1. Signed Concession Agreement submitted by TP Luminaire on August 23, 2019
2. Work Order vide out ward number HO.03 dated August 20, 2019

Please plan to visit Nashik with your larger team on August 23, 2019 at Rajiv Gandhi Bhavan, Nashik Municipal Corporation at 4 pm for kick off meeting. Accordingly the team needs to be deputed.

Regards
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender. Tata Projects does not enter into any binding agreement with any party by e-mail. Any views expressed by an individual do not necessarily reflect the view of Tata Projects. Tata Projects is not responsible for the consequences of any actions taken on the basis of the information provided. While this e-mail has been checked for all known viruses the addressee should also scan for viruses. For TPL Policies & Business opportunities, please visit https://www.tataprojects.com. Register your company on our B2B Tender Portal to render alerts. Tata Projects Ltd conducts all its business dealings in a fair, transparent and ethical manner and does not encourage giving or receiving any favors, gifts, money for services to / business with TPL. In case you want to report any instance of violation, please write to us at ecounsellor@tataprojects.com or tpl.whistleblower@tataprojects.com."

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmc.gov.in	**कार्यालय** विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWL/2019/	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

अत्यंत तातडीचे

प्रति,

मा.अतिरिक्त कार्यकारी अभियंता
महाराष्ट्र राज्य विज वितरण कंपनी,
व्दारका, नाशिक.

विषय :- विल्होळी जकात नाका येथील १००के.व्ही.ए. क्षमतेचा ट्रान्सफॉर्मर दुरुस्ती करणे बाबत.

संदर्भ :- या कार्यालयाचे पत्र जा.क्र.मनपा/विद्युत/वशि/डेस्क- /७००/२०१९ दि.०३/०९/२०१९.

महोदय,

विल्होळी जकात नाका येथे पाणी पुरवठा यांत्रिकी विभागामार्फत जलशुधिकरण केंद्र बांधणेच्या कामासाठी मक्तेदार मे.एल ॲण्ड टी कंपनीयांनी सन २०१६-१७ मध्ये १०० के.व्हीए क्षमतेचा ट्रान्सफॉर्मर बसवून आपल्या विभागाकडूनवीज कनेक्शन घेतले आहे. सदर ट्रान्सफॉर्मर आपल्या कंपनीकडे सुपूर्त केल्याचे समजते.

तथापी सुमारे १५ दिवसापूर्वी सदर ट्रान्सफॉर्मर बंद झाल्यामुळे मनपाचे श्वान निबिजीकरण केंद्र आणि सार्व.बांधकाम वाहतुक कक्षाकडील वीज पूरवठा बंद झाला आहे. त्यामुळे तेथील दैनंदिनकामात अडचणी निर्माण झाल्या आहेत.

तथापी विल्होळी जकात नाका येथील फायटर प्लेनचे उद्घाटन मा.मुख्यमंत्री महोदयांचे हस्ते दि.०८/०९/२०१९ रोजी आयोजीत केलेला आहे. त्यामुळे सदर ठिकाणी वीज पुरवठा तातडीने सुरु करणे अत्यंत आवश्यक आहे.

तथापी सदर ट्रान्सफॉर्मर आपल्या विभागाचा असल्यामुळे आणि ट्रान्सफॉर्मर बसविणे बाबतचा करारनामा अेल ॲण्ड टी कंपनीशी झालेला आहे. त्यामुळे वरील कार्यक्रमाची गंभिरता लक्षात घेवून सदर ठिकाणचा वीज पुरवठा त्वरीत सुरळीत करणेची कारवाई करणेस विनंती आहे.

कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक

प्रत :

१. मा.आयुक्त नाशिक महानगरपालिका, नाशिक
२. मा.शहर अभियंता,मनपा, नाशिक
३. मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी),मनपा, नाशिक

9903

Subject	**Re: Request for change of OEM - Nashik Smart Street Lighting Project**
From	<ee_electrical@nmc.gov.in>
To	Amol Nisal <amolnisal@tataprojects.com>
Cc	<se_mech@nmc.gov.in>, <commissioner@nmc.gov.in>, <ceo@nashiksmartcity.in>, Abhishek Das <abhishekdas@tataprojects.com>, <shubhamsodhani@kpmg.com>, Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Bcc	<harshaddhande@kpmg.com>
Date	2019-09-06 17:46

To,
Assistant General Manager - Smart Cities
Tata Projects Limited, One Boulevard,
[illegible], 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai- 400076

Kind Attention: Amol Nisal

Further to you last email dated September 6, 2019, please note that according to RfP condition(s), earlier POC conducted was a part of Technical Evaluation, on the basis of which tender was awarded to Tata Projects Limited.

Therefore, in accordance with RfP conditions your request in last email is unacceptable and you are directed to undertake execution without any further delay and citing the requests which are incongruous to RfP conditions. Work Order issued on dated August 20, 2019 also suggested to undertake execution with immediate effect.

Engineer-in-charge
Electrical Department
Nashik Municipal Corporation, Nashik

On 2019-09-06 12:54, Amol Nisal wrote:

> Dear Sir,
>
> This has reference to our discussion regarding change of OEM for Nashik Smart Street Lighting Project (WO outward No. HO 03 Dt 20th Aug 2019)
>
> TPL has a global alliance with Signify (erstwhile Philips) & Tata Communications Ltd (TCL) for smart street lighting solutions.
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> We had asked both of them to rework their solution and make it completely RFP compliant.
>
> Now, RFP compliant products are available with them & can be used in Nashik, subject to your permission.
>
> With the compliance issues out of the way, we hereby propose Signify + TCL solution for Nashik Smart Street Lighting project.
>
> TPL assures you that this change, will not have any impact on TPLs deliverables.

DFA

geor

We request your approval to change the OEM for this project &

in order to demonstrate the solution as per RFP guidelines, we seek your permission to conduct POC once again with Signify + TCL.

Request you kindly allow us this change in OEM & provide us sites to conduct POC.

Look forward to your positive response.

Regards,

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: Wednesday, August 21, 2019 6:03 PM
To: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: commissioner@nmc.gov.in; ceo@nashiksmartcity.in; se_mech@nmc.gov.in; ceo@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; hanamsodhani@kpmg.com; swapnildeshmukh@kpmg.com; amitsatrioshi@kpmg.com; shubhamsodhani@kpmg.com
Subject: Re: Contract Agreement // Smart Street Lighting project - NMC

To,

The Director
TP Luminaire Private Limited

One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai

Mumbai 400076

Kind attention: Mr. Ravishankar Chandrasekaran

Reference:

1. Signed Concession Agreement submitted by TP Luminaire on August 20, 2019

2. Work Order vide out ward number HO.03 dated August 20, 2019

Please plan to visit Nashik with your larger team on August 23, 2019 at Rajiv Gandhi Bhavan, Nashik Municipal Corporation at 4 pm for kick off meeting. Accordingly the team needs to be deputed.

Regards

Engineer-in-charge (Electrical)

Nashik Municipal Corporation Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender. Tata Projects does not enter into any binding agreement with any party by e-mail. Any views expressed by an individual do not necessarily reflect the view of Tata Projects. Tata Projects is not responsible for the consequences of any actions taken on the basis of information provided. While this e-mail has been checked for all known viruses the addressee should also scan for viruses. For TPL Policies & Business opportunities, please visit https://www.tataprojects.com. Register your company on our B2B Tender portal for tender alerts. Tata Projects Ltd conducts all its business dealings in a fair, transparent and ethical manner and does not encourage giving or receiving any favors, gifts, money for services to / business with TPL. In case you want to report any instance of violation, please write to us at ecounsellor@tataprojects.com or tpl-whistleblower@tataprojects.com."

To,
Assistant General Manager - Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai, 400076

Kind Attention: Amol Nisal

Further to you last email, please note that according to RfP condition(s), earlier POC conducted was a part of Technical Evaluation, on the basis of which tender was awarded to Tata Projects Limited.

In the light of this your request is unacceptable and you are directed to undertake execution without any further delay and citing the requests which are incongruous to RfP conditions. Work Order issued on dated August 20, 2019 also suggested to undertake execution with immediate effect.

Engineer-in-charge
Electrical Department
Nashik Municipal Corporation, Nashik

1561 १९०५

सलिम (मामा) शेख

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

प्रति,
जा. क्र. मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

दिनांक : २९/६/२०१९

विद्युत
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि.
आयुक्त

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

विद्युत विभाग
आवक ... १०४ ...
दिनांक- १ . ७ / २०१९

आपले स्नेहांकीत
NK Bodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

नयाळणी करून
समर्थक उत्तर दयावे
२९/६

3026

1560 9506

शेलार गजानन दामोदर

नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक
माजी शहर जिल्हा अध्यक्ष राष्ट्रवादी काँग्रेस पार्टी, नाशिक
सदस्य : नामको बँक, नाशिक

निवास :
३२५४, कमोद रोड, बागवानपुरा,
नाशिक ४२२ ००१
निवास : ०२५३-२५९७९९७

जा. क्र.: ३९ दिनांक : २८।६।२०१९

प्रति,
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विद्युत आयुक्त कार्यालय नाशिक महानगरपालिका दि. / / आयुक्त

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

गुरुमितसिंग बग्गा
नगरसेवक, मनपा नाशिक

विद्युत कार्यालय
जा.क्र. १०५
दिनांक: १ / ७ / २०१९

गजानन दामोदर शेलार
गटनेता राष्ट्रवादी काँग्रेस पक्ष,मनपा

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

याबाबत वारंवार स्मरणपत्र देऊनही काम झाले नाही.
29k.

geol

श्री. भोसले

आयुक्त विद्युत विभाग
नाशिक महानगरपालिका
दि. 13/9/2019
आयुक्त

CE/IWL/9237 9905

Gmail

Commissioner Nashik <commissionernmc@gmail.com>

RE: FW: Our Confirmation on fixtures supply/installation : TPL version of Kick off points

1 message

Suryanarayanan Sriram <ssriram@tataprojects.com> Fri, Sep 13, 2019 at 5:08 PM
To: "ee_electrical@nmc.gov.in" <ee_electrical@nmc.gov.in>
Cc: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>, Commissioner Nashik <commissionernmc@gmail.com>, se_mech <se_mech@nmc.gov.in>, PRAKASH THAVIL <ceo@nashiksmartcity.in>, "Dhande, Harshad" <harshaddhande@kpmg.com>, Amol Nisal <amolnisal@tataprojects.com>, Abhishek Das <abhishekdas@tataprojects.com>, "shubhamsodhani@kpmg.com" <shubhamsodhani@kpmg.com>

Dear Sir,

Please find enclosed confirmation on deliveries from Lighting OEM.

Trust your good selves would appreciate the same.

With Best Regards

S.Sriram
DGM-Smart Cities,
M/s TATA PROJECTS LTD,
Transocean House,
3rd Floor, Hiranandani Business Park,
Powai, Mumbai-400 076.
Tel: 02267402900
Present mob no: 8291914324
All is well

-----Original Message-----
From: ee_electrical@nmc.gov.in [mailto:ee_electrical@nmc.gov.in]
Sent: 13 September 2019 16:56
To: Suryanarayanan Sriram <ssriram@tataprojects.com>; Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: Commissioner Nashik <commissionernmc@gmail.com>; se_mech <se_mech@nmc.gov.in>; PRAKASH THAVIL <ceo@nashiksmartcity.in>; Dhande, Harshad <harshaddhande@kpmg.com>; Amol Nisal <amolnisal@tataprojects.com>; Abhishek Das <abhishekdas@tataprojects.com>; shubhamsodhani@kpmg.com
Subject: Re: FW: Our Confirmation on fixtures supply/installation : TPL version of Kick off points

To,
The Operations Head
TP Luminaire Private Limited (TPLPL)
One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Sriram

Please note that the fact is contrary to reason you have cited for denial - 'short notice'.

During the kick off meeting held on August 28, 2019, minutes for which were shared; it was decided that 1000 fixtures would be installed across 6 divisions by September 5. Despite this till date no action has been taken. Kindly ensure installation of said fixtures at the earliest without any delay.

नाशिक महानगरपालिका, नाशिक
नोंदणी व अनुज्ञापन विभाग
प्राप्त क्र. 9761/9E दि. 993
विषय विभाग

9738
96 E 9E

Sh. Bhosale
smart lighting

13-09-2019, 17:19

Minutes of meeting from discussion held to expedite the progress of Smart Street Light Project in Nashik

Agenda: Kick off meeting for Smart Street Light Project in Nashik
Date: August 28, 2019
Time:

Slot 1: 12.00 pm to 1.30 pm
Slot 2: 3.45 pm to 4.40 pm

Place:

Slot 1: Office of Executive Engineer (Electrical), Rajiv Gandhi Bhavan, Nashik Municipal Corporation
Slot 2: Office of Superintending Engineer (Electrical and Mechanical), Rajiv Gandhi Bhavan, Nashik Municipal Corporation

Participants:

Slot 1:
Authority (NMC): Mr. Vanmali (Executive Engineer – Electrical), Mr. Patil (Deputy Engineer – Electrical), Mr. Wiakar (Deputy Engineer – Electrical), Mr. Gaikwad (Deputy Engineer – Electrical), Mr. Bagul (Deputy Engineer – Electrical) and Mr. Kane (Deputy Engineer – Electrical)
PMC: Shubham Sodhani
Vendor (TPL/ TP Luminaire Pvt. Ltd.): Amol Nisal, Abhishek Das, S. Sriram, Sachin Tandon and Shishir Singh

Slot 2:
Authority (NMC): Mr. Chavanke (Superintending Engineer – Electrical & Mechanical), Mr. Vanmali (Executive Engineer – Electrical), Mr. Patil (Deputy Engineer – Electrical) and Mr. Wiakar (Deputy Engineer – Electrical)
PMC: Shubham Sodhani
Vendor (TPL/ TP Luminaire Pvt. Ltd.): Amol Nisal, Abhishek Das, S. Sriram, Sachin Tandon and Shishir Singh

Main discussion points:

1 Discussion was centered on the implementation plan and immediate tasks which need to be accomplished

2 **Division wise implementation**
   i. It was decided that work at all 6 six municipal divisions would be undertaken simultaneously
   ii. For this NMC would share division wise information related to number of switching points with vendor by August 29. Vendor needs to coordinate with concerned divisional officers for the same

3 **Immediate requirements:**
   i. It was decided to install fixtures at least 1000 poles across the six divisions by September 5
   ii. Installation needs to be first done at main roads. Vendor needs to coordinate with concerned divisional officers for getting the list of such stretches
   iii. Therefore, survey report needs to be prepared in phased manner, first for these 1000 poles

EE (Elect)
को मोफत
Smart light fire
19/9/19

9e92

iv. In addition to the 1000 poles mentioned above, installation work needs to be carried out immediately at 5000-6000 new poles, list of which needs to be obtained by vendor from concerned divisional officers

4 Implementation Plan:

i. Vendor would share detailed consolidated implementation plan by August 31
ii. Detailed implementation plan would be revised at division level and shared by September 4

5 Deployment of team, Organogram and Communication Matrix

i. Vendor needs to appoint a resource as SPOC. SPOC should be deployed full-time in Nashik, available for discussion with authority and PMC at any time, should have complete knowledge of the project, should be able to take necessary decisions, should be able to coordinate with all stakeholders involved in the project and must be available for weekly review meeting. SPOC needs to be appointed immediately after the kick-off meeting
ii. Vendor need to share organogram of the project implementation team by September 3
iii. Vendor need to share a clearly laid out communication matrix by September 3

6 Quality test

i. Vendor needs to facilitate inspection of site(s) wherein installation material is procured and arrange for quality test(s) of sample chosen by NMC officials or officials designated by NMC. All tests should comply with NABL requirements
ii. Tests would be done in conformity with RfP requirements, particularly Clause 5 of RfP

7 Others

i. Vendor needs to ensure that all installed fixtures have NMC logo on it
ii. NMC would share GIS data pertaining to street lights with vendor by August 29. For this vendor, needs to coordinate with concerned divisional officers
iii. Vendor may contact ward specific wire-man/ line-man appointed by NMC for necessary inputs during the project implementation period

end of document

TPLL-NMC-SC/08-002

Date: 23.09.2019

To,

Superintending Engineer,

Nashik Municipal Corporation.

Nashik.

Kind Attn: Mr. S. CHAVANKE (S.E ELECTRICAL).

Subject: Design, Build, Finance, Operate, Maintain & Transfer the Project of Implementation of high impact street light by installing Energy Efficiency dimmable and non-dimmable LED Street Lights along with Feeder based SCADA system – Escalation Matrix.

Reference: Work Order No. H.O.03 Dated 20th Aug 2019

Dear Sir,

Please be noted that we have setup the following communication matrix & Escalation matrix for smooth delivery of the Project.

Communication Matrix:

Sr. No.	Issue	Person	Email ID	Mobile
1	Electrical Related	Viral Parekh/Aman Gupta	amangupta@tataprojects.com	8962224677 9601356019
2	Project Related	Sachin Tandon	sachintandon@tataprojects.com	7741910000
3	Corporate Office	S. Sriram	ssriram@tataprojects.com	8291914324
4	Executive Level	Rajendra Inani	rajendrai@tataprojects.com	

Escalation Matrix:

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers -I 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

Sr. No.	Level	Severity	Person
1	First Level	Low	Aman Gupta/Viral Parekh
2	Second Level	Medium	Sachin Tandon
3	High	High	S. Sriram
4	Very High	Very High	Rajendra Inani

This is for your kind information & record please.

Assuring our Best of Services at all the Times.

Your's faithfully,

TATA PROJECTS LIMITED

9/23/2019

X

Mr. Ravishankar Chandrasekaran
SBUH UBF
Signed by: RAVISHANKAR CHANDRASEKARAN

Signature of Authorized Signatory (With Official Seal)

Date:	23-09-19
Name:	Mr. Ravishankar Chandrasekaran
Designation:	SBU Head - Urban Built Form
Telephone:	+917893332270
Fax:	+912267402960
Email address:	ravishankarc@tataprojects.com
Place:	Mumbai

विभाग

दिनांक 26/9/2019

3626

9596

TATA

TPLL-NMC-SC/08-003

Date: 24.09.2019

To,
Superintending Engineer,
Nashik Municipal Corporation.
Nashik.

Kind Attn: Mr. S. CHAVANKE (S.E ELECTRICAL).

Subject: Design, Build, Finance, Operate, Maintain & Transfer the Project of Implementation of high impact street light by installing Energy Efficiency dimmable and non-dimmable LED Street Lights along with Feeder based SCADA system – Escalation Matrix.

Reference: Work Order No. H.O.03 Dated 20th Aug 2019

Dear Sir,

This refers to above mention your Work Order, As per Terms of Tender Clause, we here by officially submitting Organogram of Tata Projects Luminaire Ltd as enclosure.

This is for your kind information & record please.

Assuring our Best of Services at all the Times.

Your's faithfully

TATA PROJECTS LIMITED

9/23/2019

Sh Bhosale
Smart light-file
26/9/19

X

Mr. Ravishankar Chandrasekaran
SBU Head - Urban Built Form
Signed by: RAVISHANKAR CHANDRASEKARAN

Authorized Signatory

निरस्त विभाग
आवक - ११७५
दिनांक - २६/९/२०१९

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
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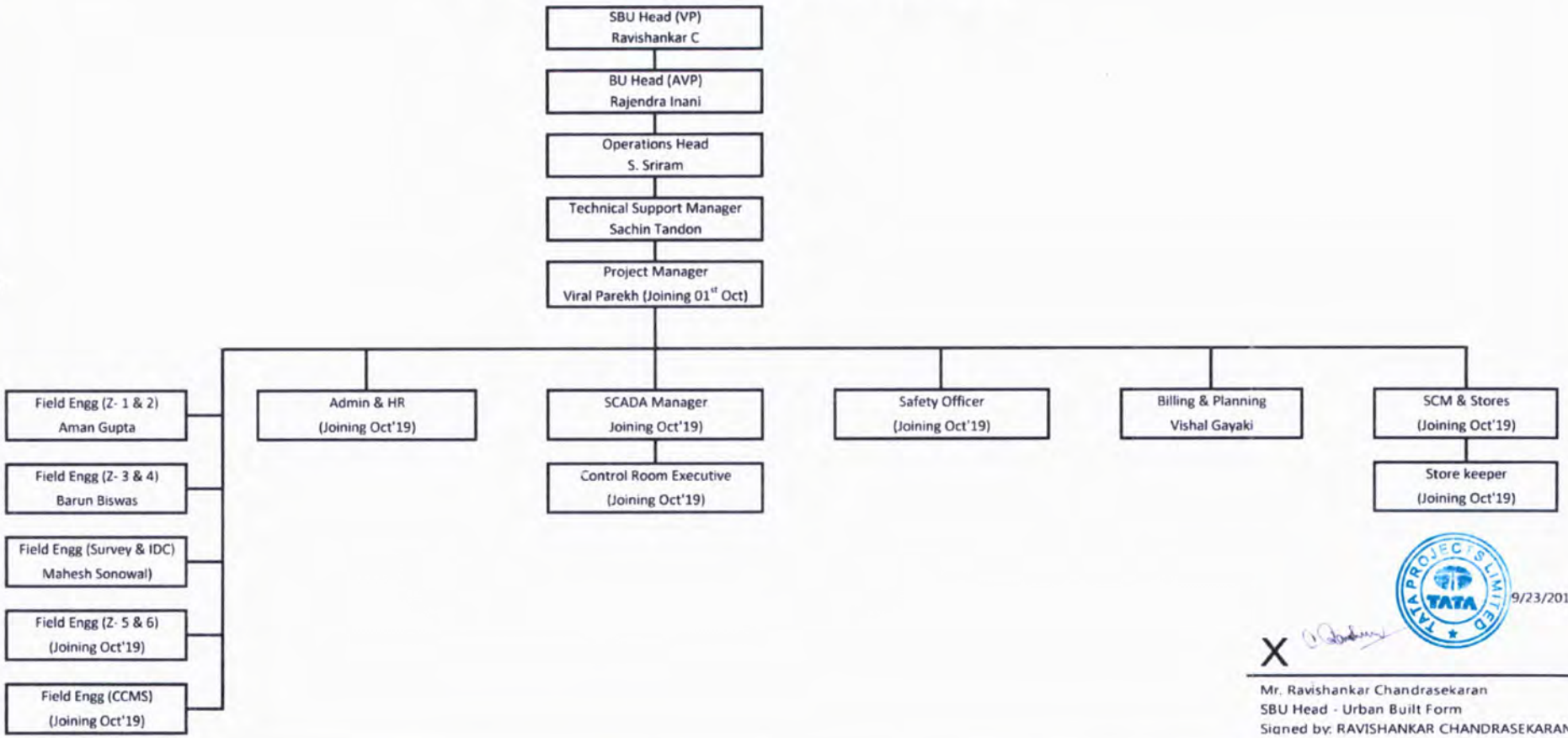
TPLL Organogram of Nashik Project



TATA PROJECTS LIMITED

9/23/2019

X

Mr. Ravishankar Chandrasekaran
SBU Head - Urban Built Form
Signed by: RAVISHANKAR CHANDRASEKARAN

आवक X
दिनांक २४/५/२०१९

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NASHIK MUNICIPAL CORPORATION

Attendance sheet

Smart lighting project

Thursday Date : 14/11/2019

Sr. No.	Name	Orgnisation	Sign
1	MANU BHARDWAJ	Bajaj Electricals Ltd.	Manu Bhardwaj
2.	SAROJ KUMAR	— do —	
3.	VIRAL PAREKH	Tata Projects Ltd.	
4.	Sugato Mukherjee	Bajaj Electricals	
5.	Amol Nisal	TPL	
6.	Abhishek Das	Tata Projects Ltd.	
7.	Shubham Sodhani.	PMC, NMSCDCL	
8	Aman Gupta	TPL	
9	Tushar Patil	Bajaj Electricals Ltd	
10.	Saroj Patasahani	Bajaj Electricals Ltd	
11	SANJAY BARDE	Bajaj Electricals Ltd	
12	Ranjit Shajiwalkal	Bajaj Electricals Ltd	
13	Subhabrata Dutta	Bajaj Electricals Ltd	

9E22

Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel: +91-22-6244 6601 / 6244 6613
Primary Email : lab_absquare@bajajelectricals.com
www.bajajelectricals.com

923

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Bajaj Electricals Ltd.
Inspiring Trust

Joint Inspection Report

Date: 26.11.2019

Customer's Name : Tata Project Ltd
Project : Nashik Smart City
LOI No. : TPL/UI/SCM/NASHIK/02 Dt 17.9.2019

Type of Luminaries with ballast/driver

Sr. No.	Bajaj Cat. Ref.	Quantity
1.	BRLEP 85W LED WH E N	1000 nos

Test conducted as per QAP	Observation
1. Visual	Satisfactory
2. Insulation resistance	>60 M Ohms
3. Protection against Dust & Moisture (IP 66 Test)	Satisfactory
4. Photometry test	Satisfactory (Report attached)
5. Functional test	Satisfactory (Readings attached)
6. Operating voltage range	Operates 120 to 300 V AC

For Bajaj Electricals Limited

Nitin Agrawal
Chief Manager (QA)

Witnessed By

Hemant Patil
Dy. Engineer NMC

Ayushyaman Mahapatra
KPMG

Prakash Patil
Dy. Manager (QA)

Vishal Gayaki
TPL

9E28

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INVENTFINE™
创惠仪器

Ritesh Electricals
www.inventfine.com.cn
Tel: 86-571-88091262
Fax: 86-571-88262100

Lightsource Test Report

Product Infomation

Product Category: STREET LIGHT
Product Spec: BRLEP 85 W LED WH EN
Manufacturer: BAJAJ ELECTRICLAS LTD
Remark: SAMPLE

Product Type: STREET LIGHT
Product Number: 18
Buyer: NMC

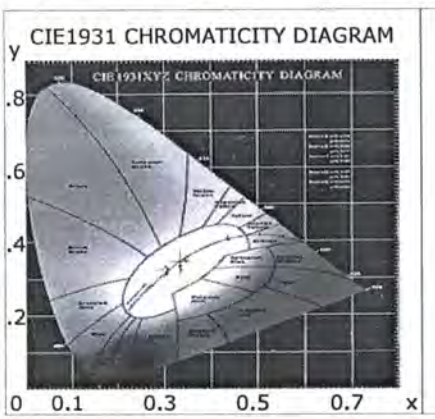
CIE Colorimetric Parameters

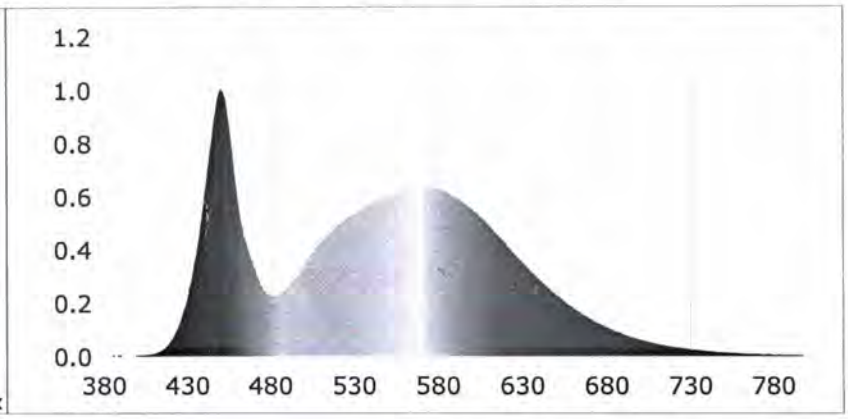
Chromaticity coordinates: x=0.3326 y=0.3488 u(u')=0.2041 v=0.3210 v'=0.4815
CCT: Tc=5494K (duv=0.00385)
Color Ratio: R=0.137 G=0.819 B=0.044
Peak Wavelength: 450.4nm
Half Bandwidth: 24.5nm
Dominant Wavelength: 552.4nm
Color Purity: 0.045
CRI: Ra= 77.0
TM30: Rf= 76, Rg= 93

R1 =74	R2 =82	R3 =88	R4 =76	R5 =75	R6 =76	R7 =84	R8 =60
R9 =-20	R10=58	R11=74	R12=54	R13=75	R14=94	R15=68	

Color Quality Scale: Qa= 75.9, Qf= 75.9, Qp= 76.5, Qg= 89.6

Q1 =80	Q2 =97	Q3 =72	Q4 =67	Q5 =74	Q6 =77	Q7 =80	Q8 =86
Q9 =95	Q10=81	Q11=75	Q12=74	Q13=75	Q14=62	Q15=69	





Photometric Parameters

Luminous Flux: 9957.24 lm
Efficiency: 124.84 lm/W
Radiant Power: 30.488 W
EEI: 0.11
Energy Efficiency Class: A++ (EU 874-2012)

Electric Parameters

Voltage: 240.20V
Current: 0.3350A
Power: 79.76W
Power Factor: 0.9930
Frequency: 50.00Hz

Test Infomation
Scan Range: 380~800:1nm
Stabilization Time: 15 Min
Max of Signal: 43647 (2789)

Photometric Method: sphere-photometer (spec_rev)
Photometric Condition: Sphere diameter: 1.50m, 4PI
CCD Integration Time: 40.49 ms

Condition: Tx:28.6'C, Ti:27.6'C, R.H.:60%
Test Lab: RITESH ELECTRICLAS
Operator: DATTA

Test Device: Inventfine CMS-3000S
Test Time: 2019-11-26 14:17:51
Inspector:

Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

0926 1927

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Inspiring Trust

Functional Test Report

Item Name : BRLEP 85W LED WH E N

Sr. No.	Power (W)	Voltage (V)	Current (mA)	PF	Vthd	Athd
1	81.97	240.3	341	0.991	6.9	5.3
	81.52	120.3	649	0.983	8.9	8.1
	82.02	280.1	289	0.993	4.9	4.2

For Bajaj Electricals Limited

Witnessed By

26/11

9E2L

Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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Routine Test Report

Customer's Name : M/s. TATA PROJECT LTD

Project name: Nashik Smart City

LOI No.: TPL/UI/SCM/NASHIK/02 Dt 17.9.2019

Type of Luminaries with Lamps and Ballast/Driver

Sr. No.	Bajaj Cat. Ref.	Quantity (Nos)
1.	BRLEP 85W LED WH E N	1000

Tests conducted as per IS 10322 on 100%basis	Observation
1. Visual	Satisfactory
2. Dimensional Check	Within Limit
3. Insulation resistance at 500 V dc	>50 Mega Ohms
4. Functional / Electrical Test	Satisfactory

For Bajaj Electrical Ltd.

EMP CODE P703

Prakash Patil
Dy. Manager QA

9E30

9979

Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel: +91-22-6244 6601 / 6244 6613
Primary Email : lab_absquare@bajajelectricals.com
Secondary Email : priya.jain@bajajelectricals.com
www.bajajelectricals.com

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Inspiring Trust

Joint Inspection Report

Date 21.12.2019

Customer's Name : NMC.

Type of Luminaries.

Sr. No.	Bajaj Cat Ref.	Quantity (Nos)
1	BRLEP 40 W LED WH II	3850

Acceptance Tests conducted as per approved QAP & approved Data sheet.	Observation
1. Visual inspection (Marking, Dimensions & Packing)	Satisfactory
2. Insulation resistance at 500 V dc	>100 Mega Ohms
3. Functional & Electrical Test	Satisfactory (Annexure attached)
4. IP X6 Test for Moisture protection	Pass (Fitting found healthy after Test)

Note: One No random sample signed and sealed by undersigned representative of NMC for Third Party Testing.

For Bajaj Electricals Ltd.

Witnessed By

Binit Patel

Hemant Patil
Dy. Engineer
NMC

Shyam Vaikar
Dy. Engineer
NMC

21.12.2019
A Mohpatra
Consultant
PMC

Akshay Gawade

21/12/2019
Kundan Kumar
TPI Site Engineer

9632

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Annexure
Electrical Readings

Sr No	Voltage (V)	Current (Amp)	Wattage (W)	PF	% Athd
1	240	0.150	35.99	0.98	4.6
2	240	0.151	35.87	0.984	4.8
3	240	0.151	35.82	0.983	4.7

21/12

21/12/2023

BAJAJ ELECTRICALS LIMITED EMP CODE P500 QUALITY ASSURANCE

9E38

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Bajaj Electricals Ltd.
Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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Routine Test Report

Customer's Name : NMC.

Type of Luminaries.

Sr. No.	Bajaj Cat Ref.	Quantity (Nos)
1	BRLEP 40 W LED WH E	3850

Tests conducted on 100% as per IS 10322	Observation
1. Visual inspection	Satisfactory
2. Insulation resistance test at 500V DC	>100 Mega Ohms
3. Operational Electrical Test	Satisfactory

For Bajaj Electrical Ltd.

Binit Patel

Asst. Manager QA

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9E36

LED STREET LIGHT

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-12)

Issued by : Bajaj Electricals Limited
Date : 25-10-2019

Certificate No.: TC-7704

BAJAJ LUMINAIRES
Making the difference

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AB SQUARE, BAJAJ ELECTRICALS LTD.
Plot No. 27/PT-2 TTC Industrial Area,
Millennium business Park,
Mahape, Navi Mumbai,Maharashtra .
E- mail- lum_absquare@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
Making the difference

Certificate No.: TC-7704

Electrical & Photometric Test Report

Testing agency:	BAJAJ ELECTRICALS LIMITED		
Test date:	24-10-2019		
Type of equipment used:	Mirror Gonio Photometer (Type C) & (Spectroradiometer) color Measurement System		
Mirror goniophotometer make:	LMT		
Power meter make:	YOKOGAWA WT3000		
Power supply make:	CHROMA		
Measurement uncertainty:	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric distance:	25.32m		
Test Condition			
Ambient temperature (°C):	25±1	**Relative humidity (%):**	50±15
Test voltage (V):	240	**Frequency (Hz):**	50
Stabilisation time (HH:MM:SS):	02:00:00	**Total operating time (HH:MM:SS):**	01:00:00
Rated Performance Parameters (at 240 V AC & 50 Hz)			
Electrical Data		**Photometric / Colour Data**	
Rated wattage (W):	36	**Rated luminaire efficacy (lm/W):**	100
Rated mains current (A):	0.170	**Nominal CCT (K):**	5700 ± 300
Power factor:	>0.95	**Nominal CRI:**	>70
Harmonic distortion Athd (%):	<10	**Throw and spread (°):**	--
Measured Performance Parameters			
Electrical Data		**Photometric / Colour Data**	
Supply voltage (V) & freq. (Hz):	240 V & 50 Hz	**Total measured lumen (lm):**	4265.9**
Total wattage (W):	35.50**	**Luminaire efficacy (lm/W):**	120.2*
Mains current (A):	0.149	**CCT (K):**	5706
Power factor:	0.983	**CRI:**	78
Harmonic distortion Athd (%):	4.9	**Throw and spread (°):**	49° and 19°
Photometric Measurement Data:			
Light Intensity Distribution Diagram (cd)-		Refer to Page No. 3	
Colour		Refer to Page No. 4	
Approved By:		**Tested By:**	
Hrishikesh Ta		Akshay Mitna	

Note - * As per the IS 16107 part 2- sec1 clause no. 8.3, measured luminaire efficacy shall not be less than 90% of rated value.

** As per the IS 16107 part 2- sec1 and 16103 part 2, clause no. t and 8.1 respectively, measured luminaire wattage and luminaire lumen shall not vary by more than ±10% of rated value.

BAJAJ ELECTRICALS LIMITED EMP CODE P600 QUALITY ASSURANCE

AB SQUARE, BAJAJ ELECTRICALS LTD.
Plot No. 27/PT-2 TTC Industrial Area,
Millennium business Park,
Mahape, Navi Mumbai,Maharashtra .
E- mail- lum_absquare@bajajelectricals.com
Web- www.bajajelectricals.com

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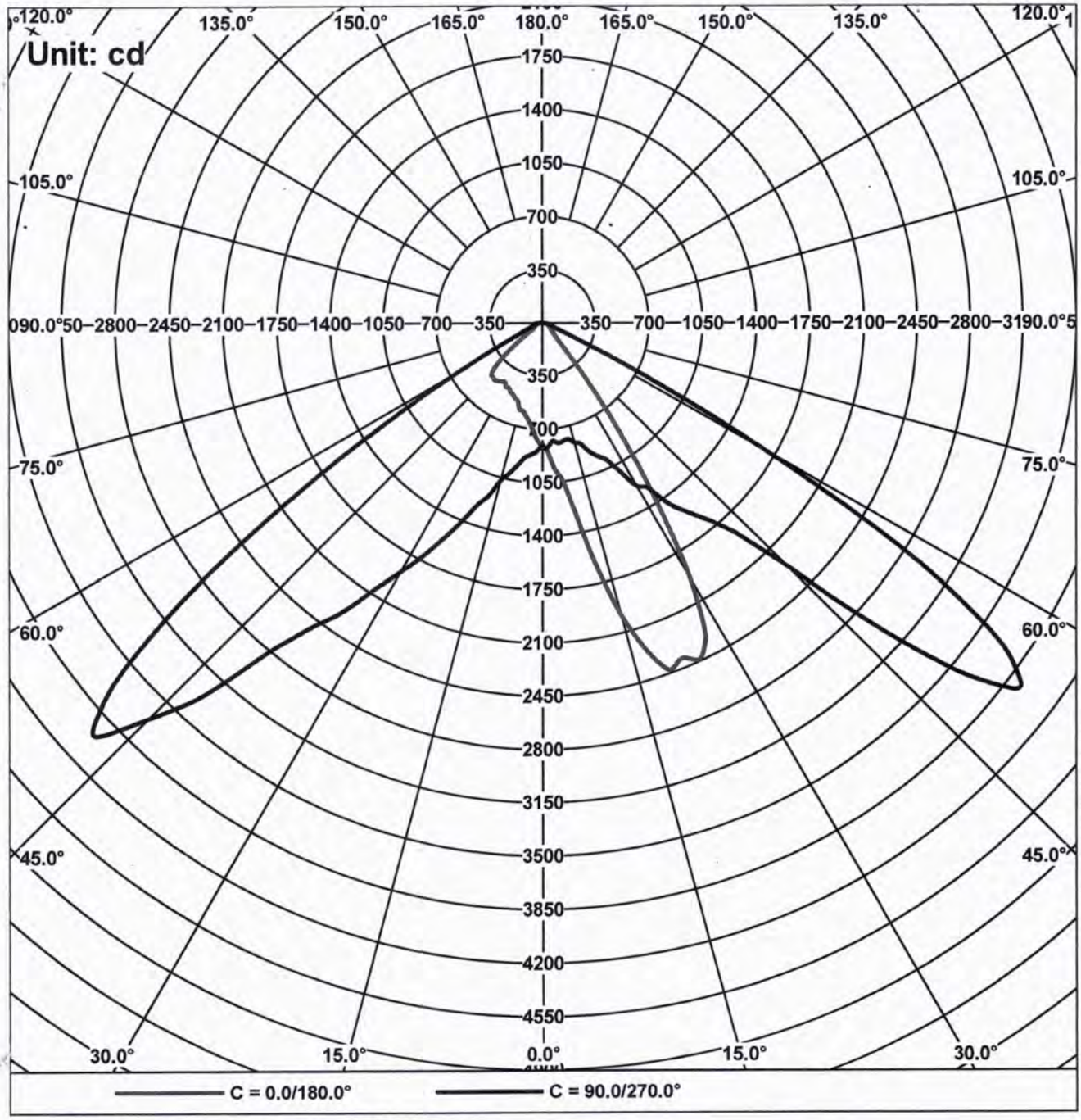
Certificate No.: TC-7704

Light Intensity Distribution Diagram (cd)-



Luminous intensity values are shown radially from centre.
Elevation angle values are shown around the outside of the graph.

Product Code	BRLEP 40W LED WH E N	Sample ID	K191025

9E82

9983

AB SQUARE, BAJAJ ELECTRICALS LTD.
Plot No. 27/PT-2 TTC Industrial Area,
Millennium business Park,
Mahape, Navi Mumbai,Maharashtra .
E- mail- lum_absquare@bajajelectricals.com
Web- www.bajajelectricals.com

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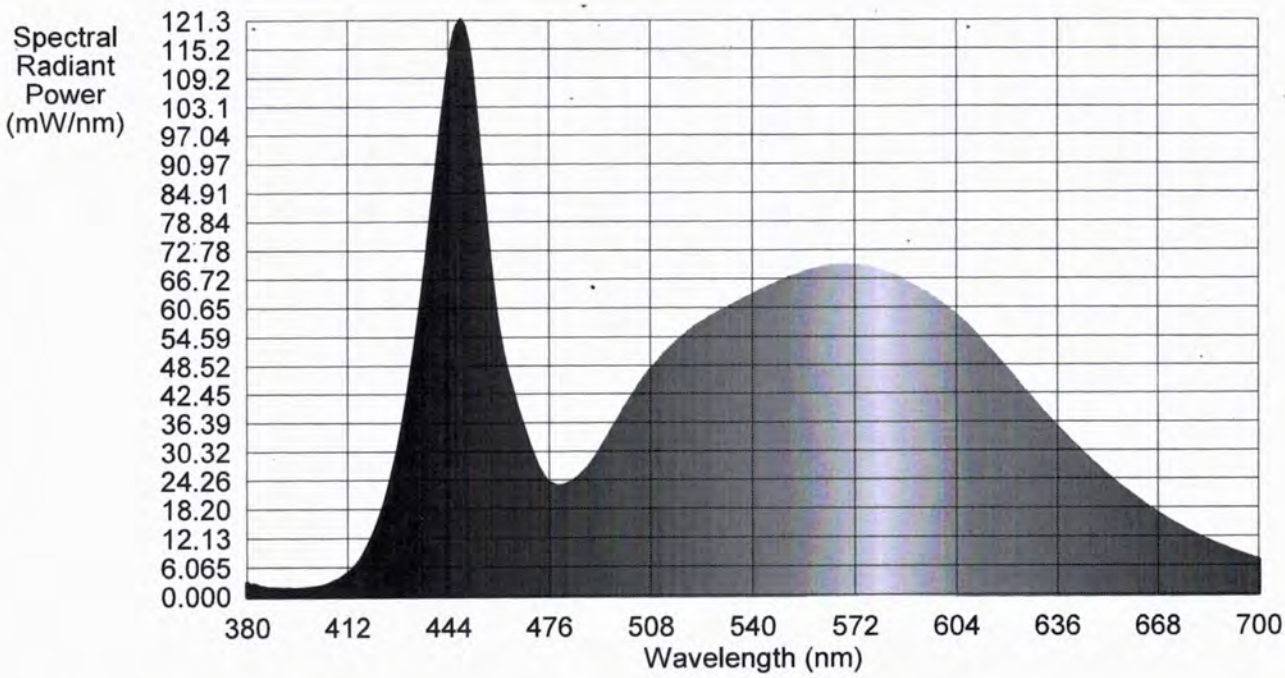
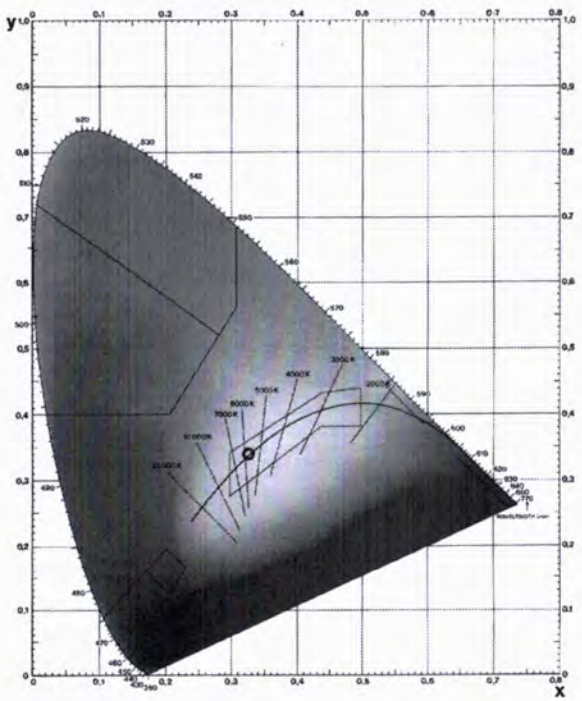
Certificate No.: TC-7704

Colour



CIE 1931 Chromaticity Diagram:



Chromaticity:

x:	0.32790
y:	0.33886
u:	0.20460
v:	0.31716
u':	0.20460
v':	0.47574
CCT:	5706.3 K
Duv:	0.00094
S/P-ratio:	1.9970
CRI:	78.0

Product Code	BRLEP 40W LED WH E N	Sample ID	K191025

BAJAJ ELECTRICALS LIMITED * EMP CODE P600 * QUALITY ASSURANCE

9984

Bajaj Electricals Ltd.
Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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Type Test Report

Item Description: BRLEP 40W LED E **Date:09.02.2019**

Quantity: 1 No. **Ref No.: QA/TTC/LED/~~FTL/CFL~~**

Reference Standard: IS 10322 (part 5/Sec.3)-2012(Specification for luminaires for Road and Street Lighting)

Sr. No.	Name of the Test	Standard Specification	Observation	Remarks
1.	**MARKING (Cl. 6)**	Luminaire should be marked with: -		
		a) Mark of Origin	Bajaj	
		b) Rated Voltage	240VAC	Satisfactory
		c) Rated Maximum ambient temp. ta if other than 25°C	60°C	
		d) Marking of Ingress protection	IP 66	
		e) Model or type reference	BRLEP 40W LED E	
		f) Rated wattage of lamp	40 W	
		g) Marking of Termination	L-E-N	
1.2	Test for Marking (Cl 3.4 of IS 10322 (Part 1) : 2014	After the test marking should legible, marking labels shall not be easily removable.	Marking legible after the test	Satisfactory
2	**CONSTRUCTION (Cl.7)**			
2.1	**Replaceable Components** (Cl 4.2) of IS 10322 (Part 1) 2014.	The luminaire shall be designed that there is sufficient space for replacement of components or parts without difficulty and without impairing safety.	Provided sufficient space to permit replacement of component or parts without difficulty and without impairing safety.	Satisfactory
2.2	**Wireways** (Cl 4.3 of IS 10322 (Part 1) 2014.	Wireways shall be smooth and free from sharp edges, burrs, flashes and the like, which might cause abrasion of the insulation of the wires.	Wireways provided is smooth and free from sharp edges, burrs, flashes and the like, which might cause abrasion of the insulation of the wires.	Satisfactory
2.3	**Mechanical Strength** (Cl 4.13 of IS 10322 (Part 1) 2014.	Sample shall not show damage after application of 3 blows by means of spring operated impact test apparatus with impact.	No sign of damage observed	Satisfactory
2.4	**Resistance to corrosion** (Cl 4.18 of IS 10322 (Part 1) 2014. Test conducted of ferrous parts of luminaire as per Cl. 4.18.1	After the test surface shall not show any sign of rust.	No sign of rust observed.	Satisfactory
2.5	**Mechanical Hazard.** (Cl 4.25 of IS 10322 (Part 1) 2014.	Luminaries shall have no sharp point or edges that could, during installation, normal use or maintenance create hazard to the user.	No Sharp point or edges observed.	Satisfactory

bajaj group

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Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

3	**PROVISION FOR EARTHING** (Cl. 9)	Metal parts of class I luminaires should be permanently and reliable connected to an earthing terminal or earthing contact. Earthing resistance should be not excessed 0.5 ohms.	0.041 Ohms.	Satisfactory
4	**EXTERNAL AND INTERNAL WIRING** (Cl.5)	1.Luminaire should be provided with one of the following means of connections to the supply.		
4.1	**Supply Connection and Other External Wiring**	Terminals, plug for engagement with socket outlets, connecting leads, non-detachable flexible cables or cords adapter for engagement with supply tracks, appliance inlet.	Mains Cable Provided. More than 0.75 sq. mm	Satisfactory
		If flexible cable or cord supplied with luminaire, the nominal cross-sectional area of the conductor shall not be less than 0.75 sq. mm for ordinary luminaire.	More than 0.75 sq. mm	Satisfactory
4.2	**Internal Wiring**	I) Nominal cross-sectional area 0.40 sq.mm minimum.	More than 0.40 sq. mm	Satisfactory
		II) Nominal insulation thickness 0.50 sq.mm minimum.	More than 0.5 sq. mm	Satisfactory
5	**PROTECTION AGAINST ELECTRIC SHOCK (Cl. 8)** Test finger is applicable on every possible positions accessible to the live parts of luminaires.	Test finger should not touch to any live parts.	Test finger were not accessible to any live parts.	Satisfactory
6	**ENDURANCE TEST AND THERMAL TEST (Cl.13):**	No part should have become unserviceable and unsafe. The marking should be legible.	No part become unserviceable and unsafe. The marking found legible.	Satisfactory
6.1	**Endurance Test** (Cl.12.3 of IS 10322 (Part 1) 2014 Luminaire kept in drought free enclosure at ambient temp. (37± 2) °C for total duration of 168 hrs. made up to 7 successive cycles of 24 hrs. Supply voltage of 1.10 + 0.015 times rated voltage applied during for 21 hrs. and disconnected for the remaining 3 hrs. of each cycle as per Cl. 12.3.1. of IS 10322 (Part 1) 2014.			

Bajaj Electricals Ltd.

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Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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6.2	**Thermal Test (Normal Condition):** Cl 12.4 of IS 10322 (part 1) 2014. Luminaire kept in drought free enclosure at ambient temp. and supply voltage of 1.06 times rated voltage applied. Temp. measured on various parts after the luminaire has stabilized.	The Temp. should not exceed the limit as per table no. 12.1 & 12.2 on 1) **Ballast Winding:** tw ° C 2) **Capacitor Case: tc** ° C 3) **Insulation of wiring:** 90° C 4) **Mounting Surface:** 60 ° C	 Not applicable for electronic ballast 52 ° C 56 ° C	 Satisfactory Satisfactory
6.3	**Thermal Test (Abnormal Condition):** Cl 12.5 of IS 10322 (part 1) 2014. Luminaire kept in drought free enclosure at ambient temp. and supply voltage of 1.10 times rated voltage or maximum rated voltage range is applied. Temp. measured on various parts after the luminaire has stabilized.	The Temp. should not exceed the limit as per table no. 12.1 & 12.2 on **1) Ballast Winding:** tw ° C **2) Capacitor Case: tc** ° C **3) Mounting Surface:** - 85° C	 Not applicable for electronic ballast 67 ° C	 Satisfactory
7 7.1	**RESISTANCE TO DUST AND MOISTURE (Cl.14):** **Test for Dust Tight (IP 6X)** Luminaire is tested in dust chamber as per Cl.9.2.2 of IS 10322 (Part 1) 2014.	There should be no deposit of talcum powder inside enclosure of dust tight luminaire.	No trace of talcum powder inside enclosure of dust tight luminaire.	Satisfactory
7.2	**Powerful Jet Proof Test (IP X6)** Jet proof Luminaire is subjected to a water by means of a jet as per Cl.9.2.7 of IS 10322 (Part 1) 2014.	No trace of water on current carrying parts or SELV parts or on insulation where it could become a hazard for the use of surrounding.	No trace of water observed on current carrying parts.	Satisfactory
7.3	**Humidity Test:** Luminaire kept in a humidity chamber at between 25 ° C to 30 ° C shall be maintained with in 1° C. 91 to 95% RH for a period of 48Hrs. as per Cl. 9.3 of IS 10322 (Part 1) 2014.	The sample should not show any damage affecting the compliance within the requirement of the standard.	No sign of any damage observed.	Satisfactory
8 8.1	**INSULATION RESISTANCE AND ELECTRIC STRENGTH (Cl.15)** **Insulation Resistance** At 500 V DC between current carrying parts and metal parts of the luminaire as mentioned in Table 10.1 of IS 10322 (Part 1) 2014.	Should not less than 2M Ohms.	100 M Ohms.	Satisfactory
8.2	**Electric Strength** A test voltage 1500 ac rms 50 Hz is applied between current carrying parts and metal parts of	Should not occur flashover or breakdown during the test.	No occur flashover or breakdown during the test.	Satisfactory

Regd. Office : 45/47, Veer Nariman Road, Mumbai 400 001, India
Email : legal@bajajelectricals.com | CIN : L31500MH1938PLC009887

bajaj group

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Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

	the luminaire parts mentioned Table 10.2 of IS 10322 (Part 1) 2014.			
8.3	**Leakage Current** Cl.10.3 of IS 10322 (Part 1) 2014.	Should not exceed 1mA for class I luminaire.	0.330 mA	Satisfactory
9	**RESISTANCE HEAT, FIRE AND TRACKING (Cl.16)**	The Dimeter of impression should not exceed 2 mm.	0.32 mm	Satisfactory
9.1	**Resistance to Heat:** Test conducted as per Cl.13.2.1 of IS 10322 (Part 1) 2014 on external insulating material at temp. 75 ° C.			
9.2	**Resistance to Flame and Ignition.** Glow wire test conducted as per Cl 13.3.2. of IS 10322 (Part 1) 2014 on insulating material which do not retain live parts in position at temp. 650 ° C.	Any flame or glowing should extinguish within 30 sec. of withdrawing the glow wire.	Did not observe any flame.	Satisfactory
		Any burning or molten drop should not ignite the tissue paper.	No Ignition of tissue paper observed.	Satisfactory
10	**Creepage Distances and Clearances (Cl 11).**	1-Beteewn live parts of different polarity (3mm min.)	Observed 5 mm	Satisfactory
10.1	**1-Creepage Distances**	2-Between live parts and other accessible metal parts or between live parts & outer insulating parts (4 mm min.)	More than 6 mm	Satisfactory
		3-Between live parts & other metal parts between them (6 mm min)	More than 8 mm	Satisfactory
10.2	**2- Clearances**	1-Beteewn live parts of different polarity (3mm min.)	Observed 6.1 mm	Satisfactory
		2-Between live parts and other accessible metal parts or between live parts & outer insulating parts (3 mm min.)	More than 4 mm	Satisfactory
		3-Between live parts & other metal parts between them (6 mm min)	More than 7 mm	Satisfactory

General Remarks: - The Sample meets the requirement of IS 10322 (Part 5/Sec.3) -2012 specification with respect to test carried out.

For Bajaj Electricals Ltd.

Nitin B Agrawal
Chief Manager (QA)

BAJAJ ELECTRICALS LIMITED EMP CODE POOP QUALITY ASSURANCE

bajaj group

9e42

9643

CALIBRATION CERTIFICATE

Certificate No.:
CC-2634

LAWKIM MOTORS GROUP
Calibration & Inspection
Plant 18 B, First Floor, Pirojshanagar,
Vikhroli, Mumbai 400 079, India
Dir : +91-22-6796 5914-26
Fax : +91-22-6796 1527

FR-QT-21

Certificate No.	: M-190814-23-1	Date of Issue	: 21/08/2019
Date of Calibration	: 20/08/2019	Recom.Due Date	: 20/08/2020

Customer Details :
BAJAJ ELECTRICALS LTD.
DIVISION CHAKAN TALEGAON ROAD,
CHAKAN MIDC, PUNE-410501

Challan No.	: DCRC8119000093
Challan Date	: 14/08/2019
Date of Receipt	: 14/08/2019
Cond.on Receipt	: Satisfactory
Receipt No.	: M-190814-23

Through : GODREJ & BOYCE MFG.CO.LTD.,BHOSARI

Details of Unit Under Calibration Instrument:

Name	: MEASURING TAPE	Model	: --
Range	: 0 TO 3000 mm	ID No.	: MT - 01
Least Count	: 1 mm		
Make	: MAX		

Details Of Master Equipment :

Name	Sr.No.	Valid upto	Traceable to
TAPE & SCALE CALIBRATOR	LQM638	08/01/2020	GODREJ & BOYCE - Mumbai

Work Instruction/IS No. : WI-DM-16 / IS:1269

Environmental Details : Temperature : (20±1)°C Relative Humidity : (40 to 60)% rh.

REMARK :- ALL RESULTS ARE AVERAGE OF THREE READINGS.
UNCERTAINTY OF MEASUREMENT AT(95.45% C.L.) : ± 401.83 µm WITH COVERAGE FACTOR K=2

NOTE :- THE CERTIFICATE IS ISSUED SUBJECT TO CONDITIONS STATED OVERLEAF.

OBSERVATIONS ALL DIMENSION ARE IN mm

SR. NO.	PARAMETER	OBSERVATION
	Deviation from nominal length between,	
1	Outer edge of ring/ latch to first graduation line in push condition	-0.055
2	Inner edge of ring/ latch to first graduation line in pull condition	-0.060
3	End face to first graduation line	0.100
4	Any two adjacent mm graduation marks (1 mm)	0.010
5	Any two adjacent cm graduation marks (10 mm)	0.020
6	Any two adjacent dm graduation marks (100 mm)	0.030
7	0 - 1000 mm	0.080
8	1000 - 2000 mm	0.085
9	2000 - 3000 mm	0.095
10	**Cumulative Error in Full Range**	0.260

AUTHORIZED SIGNATORY : PU Mathane/ BH Kumbhar/OB Pendse/PS Gundaye/ SA Bhatle/ Fenil shah/Kaviraj Kharat
DESIGNATION : MANAGR / D M / A M / A M / A M / A C M /SR EXE
CALIBRATED BY : Lab Engineer : S.A.BHATLE
(ULR NO. : CC263419000032395F)

BAJAJ ELECTRICALS LIMITED EMP CODE P600 QUALITY ASSURANCE

Godrej

9e42

9544

CALIBRATION CERTIFICATE

Certificate No.:
CC-2495

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

ELECTRO-TECHNICAL

Format No : FR-QT-21	Page 1 of 2		
Certificate No : P-190718-4-15			
Date Of Calibration : 18-07-2019	**Date Of Issue**	:	22-07-2019
	Recom.Due Date	:	18-07-2020
CUSTOMER DETAILS :			
BAJAJ ELECTRICALS LTD.	**Challan No**	:	ON SITE
LED DIVISION.	**Challan Date**	:	18-07-2019
CHAKAN TALEGAON ROAD.	**Date Of Receipt**	:	18-07-2019
CHAKAN MIDC.	**Cond. On Receipt**	:	SATISFACTORY
PUNE-410501.	**Receipt No**	:	P-190718-4
Details Of Unit Under Instrument :			
Name : DIGITAL AC POWER SOURCE			
Range : AS PER REPORT	**Sr.No**	:	--
Make : EVERFINE	**Least Count**	:	AS PER REPORT
Id.No : PT-APS-01	**Model**	:	--
Accuracy : AS PER MANUAL	**Instrument Location**	:	LED DIVISION

Details Of Master Equipment :

NAME	SR.NO	Valid Upto	Tracebility
DIGITAL 6.5 MULTIMETER	1613012	19-01-2020	Godrej & Boyce Mfg.Co.Ltd.Mumbai

Work Instruction No	:	WI-ET-11	**Reference Standard No**	:	IS:1248:2003
Environmental Details	:	Temperature : (25 ± 10)°C	Relative Humidity	:	(50 ± 15) % rh

Remarks : ALL RESULT ARE AVERAGE OF THREE READINGS
NOTE : THE CERTIFICATE IS ISSUED SUBJECTS TO CONDITIONS STATED OVERLEAF

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
AC VOLTAGE (0 TO 150 Vac)	(V ac)	(V ac)	(V ac)	
	0.0000	0.0	0.000	--
	30.0063	30.0	-0.006	1.22%
	60.0461	60.1	0.054	1.22%
	90.0306	90.1	0.069	1.22%
	120.014	120.1	0.086	1.22%
	149.987	150.1	0.113	1.22%

* THE UNCERTAINTY STATED IS THE EXPANDED UNCERTAINTY OF MEASURENMENT OBTAINED BY MULTIPLYING THE STANDARD UNCERTAINTY BY THE COVERAGE FACTOK **k**=2 CORRESPONDANCE LEVEL OF 95.45%

AUTHORIZED SIGNATORY : S.N.JADHAV / S.D.SANDBHOR / P.K.DAS / S.P.LOHAR / H.R.DHORJE
DESIGNATION : MANAGER / AM / SR.EXE / SR.OFFICER / AM

CALIBRATED BY : Lab Engineer : SANDEEP P LOHAR
ULR NUMBER : **CC249519000017031F**

BAJAJ ELECTRICALS LTD. EMP CODE P600 QUALITY ASSURANCE

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9946

CALIBRATION CERTIFICATE

Certificate No.:
CC-2495

LAWKIM
MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

Format No : FR-QT-21
Certificate No : P-190718-4-15

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
AC VOLTAGE (0 TO 300 Vac)	(A ac)	(A ac)	(A ac)	
	0.00000	0.0	0.0000	--
	59.9945	60.0	0.0055	1.22%
	119.890	120.0	0.110	1.22%
	179.988	180.0	0.012	1.22%
	239.997	240.0	0.003	1.22%
	299.985	300.0	0.015	1.22%
AC CURRENT (0 TO 10 Aac @ 50 Hz)	(A ac)	(A ac)	(A ac)	
	0.00000	0.000	0.0000	--
	0.10019	0.100	-0.0002	1.42%
	0.50015	0.500	-0.0001	1.42%
	1.00089	1.000	-0.0009	1.42%
	2.00128	2.000	-0.0013	1.42%
	4.00321	4.000	-0.0032	1.42%
	5.00355	5.000	-0.0035	1.42%
FREQUENCY (30 TO 100 Hz)	(Hz)	(Hz)	(Hz)	
	40.0009	40.000	-0.0009	0.09%
	49.9986	50.000	0.0014	0.09%
	59.9987	60.000	0.0013	0.09%

AUTHORIZED SIGNATORY : S.N.JADHAV / S.D.SANDBHOR / P.K.DAS / S.P.LOHAR / H.R.DHORJE
DESIGNATION : MANAGER / AM / SR.EXE / SR.OFFICER / AM

CALIBRATED BY : Lab Engineer : SANDEEP P LOHAR
ULR NUMBER : **CC249519000001703 1F**

BAJAJ ELECTRICALS LIMITED EMP CODE P600 QUALITY ASSURANCE

Godrej

ilac-MRA

Certificate No.:
CC-2495

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CALIBRATION CERTIFICATE

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MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

ELECTRO TECHNICAL

Format No	: FR-QT-21	Page 1 of 1	
Certificate No	: P-190729-4-4		
Date Of Calibration	: 29-07-2019	**Date Of Issue**	: 30-07-2019
		Recom.Due Date	: 29-07-2020

CUSTOMER DETAILS :
BAJAJ ELECTRICAL LTD.
Gat No.603 to 607,392&426 Village Mahalunge,
Chakan Talegaon Road, Tal-Khed,Dist-Pune-410501
Maharashtra India

Challan No	: ON SITE
Challan Date	: 29-07-2019
Date Of Receipt	: 29-07-2019
Cond. On Receipt	: SATISFACTORY
Receipt No	: P-190729-4

Details Of Unit Under Instrument :

Name	: DIGITAL VAW METER	**Sr.No**	: 51706117
Range	: AS PER REPORT	**Least Count**	: AS PER REPORT
Make	: SCR ELEKTRONKS	**Model**	: VARIABLE VOLTAGE SOURCE
Id.No	: -	**Instrument Location**	: --
Accuracy	: AS PER MANUAL		

Details Of Master Equipment :

NAME	SR.NO	Valid Upto	Tracebility
6.5 DIGITAL MULTIMETER	1613012	19-Jan-20	GODREJ & BOYCE MFG CO.LTD.MUMBAI

Work Instruction No : WI-ET-11 **Reference Standard No** : IS 1248:2003

Environmental Details : Temperature : (25 ± 10)°C Relative Humidity : (50 ± 15) % rh

Remarks : ALL RESULT ARE AVERAGE OF THREE READINGS
: ***Marked readings Are not cover Under NABL SCOPE**

NOTE : THE CERTIFICATE IS ISSUED SUBJECTS TO CONDITIONS STATED OVERLEAF

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
	(Vac)	(Vac)	(Vac)	
AC VOLTAGE 0 TO 270 Vac	100.55	100	-0.55	1.20%
	150.60	150	-0.60	1.20%
	200.71	200	-0.71	1.20%
	240.75	240	-0.75	1.20%
	270.80	270	-0.80	1.20%

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
	(Aac)	(Aac)	(Aac)	
AC CURRENT	0.5014	0.50	-0.0014	1.40%
	1.0039	1.00	-0.0039	1.40%
	1.5074	1.50	-0.0074	1.40%
	2.0050	2.00	-0.0050	1.40%
	3.0091	3.01	0.0009	1.40%

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
	(Wac)	(Wac)	(Wac)	
* AC WATTAGE	150.28	150	-0.28	0.70%
	300.44	301	0.56	0.70%
	651.70	650	-1.70	0.70%

* The uncertainty stated is the expanded uncertainty of measurement obtained by multiplying the standard uncertainty by the coverage factor ***k*** = 2 correspondes to confidence level of 95.45 %

AUTHORIZED SIGNATORY : S.N.Jadhav/ S.D.Sandbhor/ P.K.Dash/ H.R. DHORJE
DESIGNATION : MANAGER / AM / A M / SR.EXE./ A M
CALIBRATED BY : Lab Engineer : S.D.SANDBHOR
(ULR NO. : CC249519000017970P)

BAJAJ ELECTRICALS LIMITED EMP. COD. P.G.CO. QUALITY ASSURANCE

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Certificate No.
CC-2495

CALIBRATION CERTIFICATE

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

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Format No	: FR-QT-21	Page 1 of 1	
Certificate No	: P181227-1-3		
Date Of Calibration	: 27-12-2018	**Date Of Issue**	: 29-12-2018
		Recom.Due Date	: 27-12-2019
CUSTOMER DETAILS :			
BAJAJ ELECTRICALS LTD.		**Challan No**	: ON SITE
LED DIVISION		**Challan Date**	: 27-12-2018
TALEGAON CHAKAN ROAD.		**Date Of Receipt**	: 28-12-2018
CHAKAN MIDC.		**Cond. On Receipt**	: SATISFACTORY
PUNE-410501		**Receipt No**	: P-181228-4
Details Of Unit Under Instrument :			
Name	: DIAL PRESSURE GAUGE		
Range	: 0 TO 2.5 kg/cm²	**Sr.No**	: --
Make	: WIKA	**Least Count**	: 0.1 kg/cm²
Id.No	: IP-PG-01	**Model**	: --
Accuracy	: ± 2.5 % FSD	**Instrument Location**	: IP SETUP

Details Of Master Equipment :

NAME	SR.NO	Valid Upto	Tracebility
DIGITAL PRESSURE GAUGE	0808200/LMGP-17	07-02-2019	Godrej & Boyce Mfg.Co.Ltd.Mumbai

Work Instruction No	:	WI-PS-01	**Reference Standard No**	:	DKD-R-6-1
Environmental Details	:	Temperature : (25 ± 10)°C	Relative Humidity	:	(50 ± 15) % rh

Remarks : PLEASE REFER CALIBRATION VALUE
NOTE : THE CERTIFICATE IS ISSUED SUBJECTS TO CONDITIONS STATED OVERLEAF

OBSERVATION

ALL READINGS ARE IN kg/cm²
0 TO 2.5

SR.NO	TEST READINGS	STANDARD READINGS		MEAN VALUE	ERROR	HYSTERESIS	UNCERTAINTY (±)
		M1 Up	M2 Down				
1	0.0	0.00	0.00	0.00	0.00	0.00	--
2	0.5	0.509	0.503	0.506	-0.006	-0.006	0.05
3	1.0	1.013	1.009	1.011	-0.011	-0.004	0.05
4	2.0	2.019	2.016	2.018	-0.018	-0.003	0.05
5	2.5	2.529	2.529	2.529	-0.029	0.000	0.05

MEAN VALUE=(M1+M2) / 2. ERROR= TEST READING - MEAN VALUE,
HYSTERESIS = M2-M1

Uncertainty is Calculated At 95.45% C.L With Coverage Factor k=2

AUTHORIZED SIGNATORY : S.N.JADHAV / S.D.SANDBHOR / V.A.SONAWANE / A.S.PATIL / K.A.PASCHAPURE
DESIGNATION : MANAGER / AM / AM / SR.EXE / AM

CALIBRATED BY : Lab Engineer : SANDEEP P LOHAR
ULR NO :- CC249518000006633F

Godrej

Godrej & Boyce Mfg. Co. Ltd.

9923

CALIBRATION CERTIFICATE

Certificate No.:
CC-2495

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

FR-QT-21				Page 1 of 2
Certificate No	: P-190821-5-1	Date of Issue	:	27/08/2019
Date of Calibration	: 27/08/2019	Recom. Due Date	:	27/08/2020
Customer Details	:	SRF No.	:	P-190821-5
Bajaj Electrical Limited		Calibrated at	:	Onsite
Gat No. 603 to 607, 392 & 426 Village Mahalunge,		Date of Receipt	:	21/08/2019
Chakan Talegaon Road, Tal - Khed,		Cond. On Receipt	:	Satisfactory
Dist.- Pune .410501				

Details of Test Instrument:

Description	: LED POWER DRIVER TESTER			
Range	: AS PER REPORT	Serial No	:	--
Least Count	: AS PER REPORT	Model No.	:	VI 2058E
Make	: VOLNIC	Accuracy	:	As per Manual
Identification No.	: 2017FD06037			

Details of Standard Used :

Name	Sr.No.	Valid upto	Traceability
6.5 DIGITAL MULTIMETER	1613012	19/01/2020	G&B, Mumbai
Multi product Calibrator	4444802	06/01/2020	G&B, Mumbai

Work Instruction /IS No.: WI-ET-03, 11 / 1248-2003

Environmental Details: Temperature: 25±10°C Relative Humidity: 50±15%

Remarks

1 Test reading given is the average of 3 Measurements.
2 The reported Expanded Uncertainty is calculated at 95.45 % C.L with coverage factor k=2
3 Equipment used for Calibration were Calibrated & Traceable to National & International standard.
4 *Marked Reading Are Not Cover Under NABL SCOPE

AUTHORIZED SIGNATORY : S.N.Jadhav/ S.D.Sandbhor/ P.K.Dash
DESIGNATION : Manager / A M / SR.Exe.
CALIBRATED BY : Lab Engineer : P.K.DASH
(ULR NO. : CC249519000019546P)

Godrej

Certificate No.:
CC-2495

CALIBRATION CERTIFICATE

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

Certificate No:P-190821-5-1

S.No.	Parameter/ Range	Standard Reading	Test Reading	Error	Uncertainty
		Aac	Aac	Aac	± %
1	AC CURRENT	0.10046	0.1005	0.00004	1.45
2	0 TO 5 Aac	0.21450	0.2103	-0.0042	1.45
3	@ 50 Hz	0.51645	0.5040	-0.0125	1.45
4		1.14550	1.1030	-0.0425	1.45
5		2.51060	2.5015	-0.0091	1.45
6		3.01340	3.01340	0.0000	1.45
		Wac	Wac	Wac	± %
7		50.13	49.95	-0.1800	0.7
8	* AC WATTAGE	100.10	100.34	0.2400	0.7
9	230V / 5Aac	200.14	200.30	0.1600	0.7
10	@ 50 Hz/UPF	300.52	300.90	0.3800	0.7
11		499.64	500.20	0.5600	0.7
		Vac	Vac	Vac	± %
12		0.00	0.00	0.0000	0.1
13	AC VOLTAGE	50.00	50.00	0.0000	0.1
14	0 - 300 Vac	100.00	99.99	-0.0100	0.1
15		200.00	199.99	-0.0100	0.1
16		300.00	300.01	0.0100	0.1

AUTHORIZED SIGNATORY : S.N.Jadhav/ S.D.Sandbhor/ P.K.Dash
DESIGNATION : Manager / A M / SR.Exe.
CALIBRATED BY : Lab Engineer : P.K.DASH
(ULR NO. : CC249519000019546P)

TP LUMINAIRE

TPLL-NMC-SC/08-035 **Date: 19/12/2019**

To,
Executive Engineer,
Nasik Municipal Corporation.
Nasik

Kind Attn: Sh. Devendra Vanmali (E.E. - Electrical)

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system. **Regarding Completion of Survey in Nasik City.**

Reference-

1. Email submission of survey reports.

Dear Sir,

With reference to the subject mentioned above, we hereby submit the final Summary of the Division wise switching panels found in survey. The details of switching panel wise summary is attached as annexure-A for your reference and tabulated as below.

Sr. No.	Division	No. of Panels	No. of Poles	Light Fittings Nos.
1	Nashik West	117	6599	7456
2	Nashik East	150	8720	9791
3	Nashik Road	276	11962	13952
4	New Nashik- CIDCO	304	16050	18167
5	Panchvati	359	19825	20451
6	Satpur	209	11158	12382
Total		**1415**	**74314**	**82199**

All the panels as shown by NMC field team have been covered under the survey and we have already shared the same with division team and the final survey summary is as above. Also, we request if any additional poles are erected by NMC, it shall be informed to us for further survey and installation thereon.

For TP Luminaries Pvt. Ltd

Authorized Signatory

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

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Nashik West Survey Summary Sheet

SR NO.	DIV	LOCATION	No. of Poles	Total Fixtures
1	NASHIK WEST	Mahatma Nagar B Road Oppoiste	46	49
2	NASHIK WEST	COLLAGE ROAD CYCLE CIRCLE	62	64
3	NASHIK WEST	JEHAN CIRCLE TO ABB CIRCLE	93	145
4	NASHIK WEST	Balasaheb Thakare Smarak	52	69
5	NASHIK WEST	MANGALWADI RATHI AAMRAI RD	31	59
6	NASHIK WEST	Kalika Nagar Mumbai Naka	127	127
7	NASHIK WEST	JOGING TRACK GOLF CLUB BACK SIDE CBS	85	111
8	NASHIK WEST	DAMODAR CHOWK,KALYANI GARDEN,CANADA CORNER	113	140
9	NASHIK WEST	GAIKWAD NAGAR - MUMBAI NAKA	39	40
10	NASHIK WEST	GANESH COLONY / MUMBAI NAKA	76	76
11	NASHIK WEST	GANESH COLONY MUMBAI NAKA FRONT OF OXYGEN PLAZA	60	80
12	NASHIK WEST	GOLF CLUB GROUND (CBS)	39	45
13	NASHIK WEST	MALHAR KHAN ASHOK STAMBH	43	49
14	NASHIK WEST	TIDKE COLONY S.T.FRANCIS SCHOOL ST. ROAD	69	88
15	NASHIK WEST	PANCHAVATI PANCHASHIL NAGAR NEAR GARDEN	50	52
16	NASHIK WEST	SHARANPUR ROAD NEAR LINA PINCHA HOSPITAL	47	47
17	NASHIK WEST	VISE CHOWK,THAKKAR RD	108	132
18	NASHIK WEST	GAJANAN COLONY,KALIKA NAGAR,AABAJI NAGAR	180	180
19	NASHIK WEST	PANCHASHIL NAGAR MHASOBA WADI NEAR GARDEN	36	38
20	NASHIK WEST	TILAK WADI BACK SIDE RAJIV GANDHI BHAWAN	96	108
21	NASHIK WEST	POLICE HEAD QUARTERS / SARAKAR WADA	71	77
22	NASHIK WEST	PETHE VIDYALAY RK.	54	54
23	NASHIK WEST	TRIWANDE LANE BEHIND SAKSHI GANPATI MANDIR	46	46
24	NASHIK WEST	NEW TIDKE COLONY/ TIDKE ROAD	54	60
25	NASHIK WEST	DENA VIJAY COLONY FRONT OF CITY CENTRE MALL	52	52
26	NASHIK WEST	NEHRU GARDAN/SUNNY GIFT HOUSE/SHALIMAR	56	56
27	NASHIK WEST	SHANTI NIKETAN SOC. , CHAITANYA NAGAR , SAI NAGAR ,SHIVAI NAGAR	108	109
28	NASHIK WEST	CHAVAN COLONY	87	99
29	NASHIK WEST	SUNDHAR NARAYAN MANDIR	46	57
30	NASHIK WEST	KASTURBHA NAGAR	50	57
31	NASHIK WEST	URDU SCHOOL SARDA CIRCLE	42	53
32	NASHIK WEST	MANGAL WADI /SWAMI VIVEKANAND MARG SHREE SHREEMANT VARAD VINAYAK MANDIR	72	72
33	NASHIK WEST	MADINA CHOWK MUMBAI NAKA	36	36
34	NASHIK WEST	FRONT OF KITKAT WINE SHOP	52	76
35	NASHIK WEST	RED CROSS SIGNAL M.G.ROAD	58	58
36	NASHIK WEST	SHREE TIRUMALA PARAS	72	72
37	NASHIK WEST	AJMERI CHOWK / NAIKWADI / DUDH BAJAR	144	144
38	NASHIK WEST	SILVER TOWER SHALIMAR	54	61
39	NASHIK WEST	SAMBHAJI CHOWK CCM	23	24
40	NASHIK WEST	MUMBAI NAKA TO MANAS HOSPITAL	85	85
41	NASHIK WEST	SARASVATI LANE	62	79
42	NASHIK WEST	GURUDWARA ROAD SHINGADA TALAV	60	62
43	NASHIK WEST	KHADKALI SHALIMAR AREA	40	40
44	NASHIK WEST	SAMBHAJI CHOWK	36	38
45	NASHIK WEST	POLICE HEADQUARTER /SARKAR WADA/GANGAPUR ROAD	36	36
46	NASHIK WEST	GAIKWAD NAGAR MUMBAI NAKA	39	40
47	NASHIK WEST	GANGAPUR ROAD AAKASHWANI TOWER	31	31
48	NASHIK WEST	SARASWATI LANE MAIN ROAD	35	35
49	NASHIK WEST	NW/FRONT OF OXYGEN PLAZA/GANESH COLONY ROAD /BOMBAY NAKA	60	80
50	NASHIK WEST	CBS COURT	18	34
51	NASHIK WEST	THAKRE ROAD HAWA PURA SHALIMAR	21	21
52	NASHIK WEST	DON BOSCO SCHOOL	62	69
53	NASHIK WEST	BACK SIDE KATHIYAWAD/UNTHAWADI ROAD	21	27
54	NASHIK WEST	MAIN ROAD	18	21
55	NASHIK WEST	SHIVO TOWER AARTI DISTRUBUTER	24	24
56	NASHIK WEST	ASHOK STAMB TO RAVIVAR KARANJA	144	147
57	NASHIK WEST	CHITRANGAN SOCIETY , BAKSHI NAGAR	72	72
58	NASHIK WEST	FRONT OF NEW MARATHA HIGH SCHOOL	110	150
59	NASHIK WEST	HOLARAM COLONY	104	104
60	NASHIK WEST	RACHANA VIDHYALAY HOLARAM COLONY	174	187
61	NASHIK WEST	HDFC BANK TO CANADA CORNER SIGNAL	48	81
62	NASHIK WEST	ASHOK STAMBH TO MG ROAD STREET ROAD	15	22

63	NASHIK WEST	CBS TO DESHDHUT CIRCLE STREET ROAD	17	34
64	NASHIK WEST	CCM TO ABB CIRCLE	20	26
65	NASHIK WEST	SHIVAJI MAHARAJ UDYAN SHALIMAR	17	26
66	NASHIK WEST	SWAMI VIVEKANAND MARG	11	11
67	NASHIK WEST	SAHAJEEVAN COLONY	29	38
68	NASHIK WEST	NASHIK WEST/ PANDIT COLONY	164	190
69	NASHIK WEST	NASHIK WEST/ TIDKEY COLONY	155	192
70	NASHIK WEST	NW/CANDA CORNER TO VISE MALA	31	42
71	NASHIK WEST	ANANDVAN COLONY BOY'S TOWN SCHOOL	47	63
72	NASHIK WEST	NW/DADA SAHEB VADGARE ROAD /COLLEGE ROAD	49	62
73	NASHIK WEST	NW/CANDA CORNER TO RAJIV GANDHI BHAVAN	41	47
74	NASHIK WEST	SIX SIGMA TO BHOSALA CENTERLINE/MAHATMA NAGAR	47	75
75	NASHIK WEST	NW/P & T COLONY	57	61
76	NASHIK WEST	NW/ NEAR RYK COLLEGE/COLLEGE ROAD	46	70
77	NASHIK WEST	NW/P & T COLONY / WATER TANK ROAD	39	45
78	NASHIK WEST	NW/VIJUS DABELI/ COLLEGE ROAD	77	89
79	NASHIK WEST	SHIVSMURTI YASH GARDEN	47	47
80	NASHIK WEST	NW/ HANS BUNGLOW CHOPRA LAWNS	22	22
81	NASHIK WEST	NW/VISE MALA/CANADA CORNER	32	38
82	NASHIK WEST	NW/SUBHSHA CHANDRA BOSE CHOWK/SANDIP HOTEL TO CHANDAK CIRCLE	95	95
83	NASHIK WEST	NW/PRASAD MANGAL KARYALAY G.P.O. ROAD	13	13
84	NASHIK WEST	NW/CITY CENTER BACK SIDE HILL TOP	54	54
85	NASHIK WEST	NW/TRAFFIC SIGNAL /MAHATMA NAGAR	13	26
86	NASHIK WEST	NW/B-ROAD MAHATMA NAGAR GROUND	47	50
87	NASHIK WEST	KETAN SOCITY M.D.CAFE	54	54
88	NASHIK WEST	VASANT MARKET	45	59
89	NASHIK WEST	YASHAWANT COLONY COLLAGE ROAD	22	22
90	NASHIK WEST	PATIL PRESTIGE 6B.NO.4 APARTMENT	28	29
91	NASHIK WEST	NEAR ARIHANT NNURSING HOMENIRANT	59	62
92	NASHIK WEST	MAHATMA NAGAR GROUND BACK SIDE JODHRAJ MAHAL	85	85
93	NASHIK WEST	LAVKUSH APARTMENT	36	36
94	NASHIK WEST	BOYS TOWN ROAD POINT	72	87
95	NASHIK WEST	PRASAD MANGAL KARAYALAY	24	24
96	NASHIK WEST	K.B.H SCHOOL	48	48
97	NASHIK WEST	DADAJI KONDEV NAGAR	54	54
98	NASHIK WEST	PARIJAT NAGAR SIDE OF HONDA SHOWROOM	72	79
99	NASHIK WEST	GITANJALI SOCITY GANGAPUR ROAD	44	44
100	NASHIK WEST	NW/MANIK NAGAR/GANGAPUR RAOD	67	72
101	NASHIK WEST	ARCHIT NAGAR/ NEAR NIRMALA CONVENT	63	64
102	NASHIK WEST	NW/CYCLE CIRCLE /KRUSHI NAGAR/JOGGING TRACK	30	33
103	NASHIK WEST	NW/VIKAS COLONY	36	36
104	NASHIK WEST	NW/MAMA MUNGI CHOWK	16	32
105	NASHIK WEST	ABB CIRCLE TO SIXSIGMA CENTERLINE	22	44
106	NASHIK WEST	NEAR AAKASHWANI TOWER VITTHAL MANDIR	35	49
107	NASHIK WEST	NW/PIMPAL CHOWK BHADRAKALI	28	28
108	NASHIK WEST	GADGE MAHARAJ BRIDGE	24	24
109	NASHIK WEST	NW/BALAJI KOT/NEAR GADGE MAHARAJ PULL	26	26
110	NASHIK WEST	NW/TIVHANDA	126	126
111	NASHIK WEST	NW/SHIRISHKUMAR CHOWK/PATIL GALI	6	6
112	NASHIK WEST	BHADRAKALI TAXI STAND	2	2
113	NASHIK WEST	ABDUL HAMIT CHOWK	33	33
114	NASHIK WEST	BADI DARGA	15	19
115	NASHIK WEST	TRAMBAK DARWAJA	90	90
116	NASHIK WEST	DINGRALI	115	118
117	NASHIK WEST	DEVI MANDIR CHAVATA OLD NASHIK	108	108
Total			**6599**	**7456**

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Nashik East Survey Summary Sheet					
Sr. No.	Division	Location	Meter No.	No. of Poles	Total Fitings
1	Nashik East	Ganesh Nagar	347082	51	53
2	Nashik East	Vinay Nagar Garib Nawab Super Market	14822259	20	28
3	Nashik East	Jaimalhar colony wadala gaon	14822058	123	124
4	Nashik East	Khande Wal Nagar	2079358	96	96
5	Nashik East	Wadala Ganesh Nagar Ravishankar Marg (Maya Nagar)	18175789	20	34
6	Nashik East	Ajiknkya Nagar- Bank of India Colony	14823926	40	64
7	Nashik East	(Akshardham Ganpati Mandir)Anum Colony	20995889	55	57
8	Nashik East	Bhau Saheb Hire nagar	3102671	31	34
9	Nashik East	Kalpataru Nagar- Ashoka Mithai	NOT FOUND	144	155
10	Nashik East	Kalpataru Nagar	5432521	48	50
11	Nashik East	Khole Mal Maruti Mandir	1422082	54	55
12	Nashik East	Rajsharthi Bus Stop Indiranagar	3167210	13	23
13	Nashik East	Aditya nagar Chowk	14823715	33	66
14	Nashik East	Chintamani Colony Indira Nagar	1732222	37	37
15	Nashik East	Dipali nagar Opptosite Ganpati Mandir	1925625	129	129
16	Nashik East	Suchita Nagar	14822079	74	75
17	Nashik East	Dream City Krushna Nagar	3257918	17	18
18	Nashik East	Gharkul Peti Ravishankar marg	NOT FOUND	20	39
19	Nashik East	Indiranagar Satyam Society	14822180	100	100
20	Nashik East	Kurudenagar Ravishankar marg	5008933	67	74
21	Nashik East	Sainath nagar	40013364	95	112
22	Nashik East	Tagore Road Narhar nagar	NOT FOUND	32	32
23	Nashik East	Tirumala Khode Nagar	14823856	73	73
24	Nashik East	Vaibhav Colony	20997442	54	58
25	Nashik East	Ambedkar Nagar kaman	9013140	41	47
26	Nashik East	BajrangWadi	14821878	96	96
27	Nashik East	Bhadrakali Police Station	95869608	46	65
28	Nashik East	DGP nagar Devi Mandir	895748	49	58
29	Nashik East	EVA LAXURY TAKLI ROAD(PANCHKRUPAN)	32579191	46	48
30	Nashik East	NEW PRAKASH BEKARI	14823716	51	55
31	Nashik East	SADAFULE BABA TAKLI ROAD(MAHATMA FULE STATUE)	14823223	24	35
32	Nashik East	TAKLI ROAD JAIL MARG	14823339	59	59
33	Nashik East	TAKLI GAON (BOUDH WADI)	8291378	72	73
34	Nashik East	PODAR SCHOOL	5010724	87	99
35	Nashik East	UTTARA NAGAR LANE NO.2 (TAPOVAN ROAD PRAGATI PARK)	3095349	23	24
36	Nashik East	UTTARA NAGAR LANE NO.1 (TAPOVAN ROAD PRAGATI PARK)	3257917	35	35
37	Nashik East	AMBEDKAR WADI (BODHALE NAGAR)	2209936	37	40
38	Nashik East	PUNE HIGHWAY BOX (AMBEDKAR ROAD)	2K40808952	9	19
39	Nashik East	DATT MANDIR SHIVAJI NAGAR	5095691	88	94
40	Nashik East	PANCHSHIL NAGAR (SHIVAJI NAGAR DUTT MANDIR)	3381449	100	101
41	Nashik East	SAMTA NAGAR VYAYAM SHALA	B30123	44	57
42	Nashik East	SAMTA NAGAR SONAWNE BABA CHOUK	B30798	140	140
43	Nashik East	N K NAGAR (NEAR JANATA VIDYALAYA SAHKAR NAGAR)	3381910	63	67
44	Nashik East	SALVE MALA (SAHYOG COLONY)	86000114	44	45
45	Nashik East	RAMDAS SWAMI NAGAR LANE 2	104355	39	41
46	Nashik East	RAMDAS SWAMI NAGAR LANE 1	76185650	59	61
47	Nashik East	DATT MANDIR FULE ESTATE	14824000	56	57

48	Nashik East	SHRAM NAGAR BHAJI MANDAI(BHIM CHOUK UPNAGAR)	5265934	96	109
49	Nashik East	SHRAM NAGAR LANE 2	14823060	105	114
50	Nashik East	MA NA PA DAWAKHANA(UPNAGAR)	14823123	28	31
51	Nashik East	SHANTI PARK UPNAGAR	19178587	97	101
52	Nashik East	GANDHI NAGAR WATER TANK	14823348	25	44
53	Nashik East	GANDHI NAGAR GANPATI MANDIR	3351618	8	12
54	Nashik East	RTO COLONY BODHALE NAGAR PUNA ROAD	3292932	97	98
55	Nashik East	SHANTI PARK AYODHYA NAGAR	30121	90	104
56	Nashik East	RAMDAS SWAMI NAGAR UPNAGAR	40828468	18	23
57	Nashik East	ASHOKA AUTO TO PUNA ROAD TAKLI ROAD	14823125	56	68
58	Nashik East	MANJI BHAI TIMBER	159899	16	32
59	Nashik East	BUDHA VIHAR TAKLI GAON	3498902	12	12
60	Nashik East	SAMTA NAGAR TAKLI ROAD PRERNA SOCIETY	5320297	59	76
61	Nashik East	milat nagar jaydeep nagar	5268852	66	95
62	Nashik East	Kanipnath nagar (priti criyeshn)	3348399	61	78
63	Nashik East	Mehbub Nagar	5267884	104	105
64	Nashik East	Nisarg colony	5268853	98	101
65	Nashik East	Rehunuma Nagar	51875	81	82
66	Nashik East	Wadala chophnil maruti mandir	14823849	42	61
67	Nashik East	Vidhate nagar	5267850	64	64
68	Nashik East	wadala naka bus stop	NOT FOUND	21	45
69	Nashik East	Sambak police station	47570	9	14
70	Nashik East	sant kabir nagar	3381196	73	73
71	Nashik East	Ganesh nagar o.p kismat deshi daru	1930406	34	52
72	Nashik East	kala nagar ravishankar marg	526726	111	120
73	Nashik East	Bagwan pura	76191285	2	7
74	Nashik East	SBI COLONY	14823848	77	86
75	Nashik East	Manur road famous bakry	16029769	55	61
76	Nashik East	Indira nagar udyan colony	20921537	21	21
77	Nashik East	Day care school rajiv nagar	5062	33	33
78	Nashik East	doodh Bagar Peti	76190733	51	63
79	Nashik East	Rajwada	NOT FOUND	5	9
80	Nashik East	Dingradi phase 1	16005487	49	51
81	Nashik East	Shrijay nagar	14822253	121	140
82	Nashik East	Bharat Nagar Madarsa	18122804	90	93
83	Nashik East	Bharat Nagar gharkul	3039418	30	30
84	Nashik East	Trikoni garden Kathe galli	17613	1	6
85	Nashik East	madina chowk hanuman nagar	84901600	66	77
86	Nashik East	Amar dhan gate	16007439	36	42
87	Nashik East	Azad nagar vajan kata	16004821	32	32
88	Nashik East	Multanpura	10030221	110	121
89	Nashik East	Ashoka marg new feeder -2	NOT FOUND	33	66
90	Nashik East	Ashoka marg new feeder -1	NOT FOUND	14	28
91	Nashik East	Doodh Bagar MSEB	6267601	86	86
92	Nashik East	Tikapuri phase 1	NOT FOUND	38	42
93	Nashik East	Kathada Vadachi Peti	5093259	47	57
94	Nashik East	Mandai Chowk	3675181	134	174
95	Nashik East	Kokani pura	10030222	73	89
96	Nashik East	Dwarka kathade hospital	338119408	67	67
97	Nashik East	Kamod nagar (sidhhi prid)	16007153	29	32
98	Nashik East	Kathe Nagar	13187752	15	18
99	Nashik East	Ganesh Nagar SBI	3293284	35	39
100	Nashik East	Hari anand Society	14822259	28	35
101	Nashik East	Wadala naka naksen nagar	10030220	78	83
102	Nashik East	Mamta nagar	3480282	42	46

103	Nashik East	National Urdu School	10089335	120	129
104	Nashik East	Dwarka nagri wadala road	13186438	43	63
105	Nashik East	kathi galli bankar chowk	13157836	83	91
106	Nashik East	virdhavan colony	3476589	34	34
107	Nashik East	APRPANA SOCIT.	5266129	114	115
108	Nashik East	GAYAKWAD SABHAGRUH BHABHA NAGAR	14822632	51	60
109	Nashik East	Gode Baba Near Pani Tanki	3292287	40	45
110	Nashik East	Lucky Society	B-16939	35	41
111	Nashik East	Nasardi city care hospital	15380291	46	53
112	Nashik East	NASARDI BRIGE PUNE RODE	8290580	15	21
113	Nashik East	SHANKAR NAGAR NEAR HIGHMAST	14822995	68	73
114	Nashik East	Trikoni garden	5010178	60	62
115	Nashik East	Vakrtund Kathe kalli	3293281	38	38
116	Nashik East	MANEKSHA NAGAR SHIVASHENA OFFICE	B168839	100	105
117	Nashik East	TAKALI PHATA	5383203	31	40
118	Nashik East	NAV SHAKTI FADAKE ROAD	3476589	108	113
119	Nashik East	Bhangar bazar	NOT FOUND	14	15
120	Nashik East	Gurudwara Road	3516004	75	75
121	Nashik East	kamod nagar 2	NOT FOUND	55	59
122	Nashik East	kala nagar garden	5128784	94	97
123	Nashik East	kanade garden	15380207	60	75
124	Nashik East	Sagar samrtat chowk	5010180	92	108
125	Nashik East	Maruti wefars	3498901	72	72
126	Nashik East	Godavari midc bhangar bazar	3498901	19	19
127	Nashik East	Bhabhanagar purandar hospital	1135107	33	34
128	Nashik East	khathe gali signal	3498903	6	16
129	Nashik East	NAVINYA SANGRAH SOCIETY	13187744	52	52
130	Nashik East	shree ram punj society	D68-2K40807255	47	47
131	Nashik East	Gita vachanalay	DGB-2K40829440	96	99
132	Nashik East	Samata nagar	3480685	30	30
133	Nashik East	SAKSHI HEIGHTS ANUSAYA NAGAR	5318653	60	62
134	Nashik East	Tagor nagar near anamika apartment	86000033	94	106
135	Nashik East	BANKAR CHOWK HIGHMAST PETI	13157836	6	16
136	Nashik East	SARALA CRICLE	1489361	1	6
137	Nashik East	RAJIV NAGAR	14821989	141	159
138	Nashik East	PANCH KRUSHN BANGLO	3257919	72	72
139	Nashik East	FADKE ROAD	60054911	192	224
140	Nashik East	CHAVHATA PETHI	NOT FOUND	79	81
141	Nashik East	Khadkadi peti	1901248	55	65
142	Nashik East	DGP Nagar Jogging Track	3043640	31	31
143	Nashik East	DGP Nagar Ganpati Mandir	5093117	136	163
144	Nashik East	Maula Baba talim peti	76190822	36	58
145	Nashik East	Nanwali chowk	94901600	121	130
146	Nashik East	Jain Stanak Tapwan Road	5170823	81	87
147	Nashik East	Church	14822876	14	21
148	Nashik East	Sriram Nagar	NOT FOUND	44	45
149	Nashik East	Indira Nagar Jogging Track	NOT FOUND	60	63
150	Nashik East	Singapur Baglow	13157836	63	71
Total				**8720**	**9791**

Nashik Road Survey Summary Sheet

Sr. No.	Division	Switching Point/ Area	No. of Poles	No of Fittings
1	Nashik Road	BHIM NAGAR JAIL ROAD	81	91
2	Nashik Road	NALANDA SOCIETY	62	69
3	Nashik Road	KAILAS SOCIETY	47	62
4	Nashik Road	OVERHEAD WARET TANK SIGNAL	48	75
5	Nashik Road	OVERHEAD WARET TANK INTER CONNECTED WITH SP NO 4	0	0
6	Nashik Road	HARIVIHAR , GODAVARI NO-2	47	47
7	Nashik Road	GODAVARI NO-1	73	74
8	Nashik Road	NARAYAN BAPU NAGAR BEHIND SP NO-7 AND INTERCONNECTAD SP NO- 7	0	0
9	Nashik Road	NARAYAN BAPU CHOWK HIGHMAST	1	7
10	Nashik Road	KOYANA SOCIETY	12	16
11	Nashik Road	MSEB COLONY	83	92
12	Nashik Road	SAVARKAR NAGAR	45	59
13	Nashik Road	DURGAMATA MANDIR	31	54
14	Nashik Road	HANUMAN NAGAR NEAR DATTA MANDIR	91	94
15	Nashik Road	RUKMINI NAGAR TAKALI ROAD	77	80
16	Nashik Road	SHIVRAM NAGAR INFRONT OF SHIVRAM SOCIETY GATE	78	82
17	Nashik Road	SHRIRAM NAGAR, NEAR HOLI FLOWER SCHOOL	32	41
18	Nashik Road	SAPTSHRUNGI NAGAR	48	48
19	Nashik Road	PARIJAT NAGAR	48	48
20	Nashik Road	CHAMPA NAGARI NEAR HOLARAM SHOP	52	56
21	Nashik Road	MANGAL MURTI NAGAR	71	85
22	Nashik Road	GOSAVI NAGAR PETI NO-1	55	69
23	Nashik Road	GOSAVI NAGAR PETI NO-2	51	60
24	Nashik Road	AAMRAPALI ZOPADPATTI	50	52
25	Nashik Road	ECCHAMANI MANDIR, NEAR ECCHAMANI DIVYA APARTMENT	47	53
26	Nashik Road	JOGING TRACK NEHIND DEVI MANDIR	42	55
27	Nashik Road	INDRAPRASTH SOCIETY NEAR BOBMAY HOUSE	70	71
28	Nashik Road	ECCHAMANI OVERHEAD WATER TANK, INFRONT OF DATTA MANDIR	75	87
29	Nashik Road	VITTHAL MANGAK KARYALAY	16	32
30	Nashik Road	SHIVRAM NAGAR/APROVE COLONY	44	44
31	Nashik Road	PINTO HOUSE MADHUBAN ROW HOUSE	56	58
32	Nashik Road	SIDDHESWAR NAGAR	83	86
33	Nashik Road	VAISHALI NAGAR D P ROAD	120	121
34	Nashik Road	SATBHAI NAGAR NEAR AADHAV CHAL	89	95
35	Nashik Road	DASAK GAON SIDDHARTH SAMARAT MITRA MANDAL CHOWK	58	115
36	Nashik Road	DASAK 40 KHOLYA	63	86
37	Nashik Road	MAHALAXMI NAGAR, HARI OM SOCIETY	55	64
38	Nashik Road	TAKALI ROAD INFRONT OF ANURADHA DHARMADHIKARI RHUDHASHRAM	32	32
39	Nashik Road	INDIRA GANDHI CHOUK	34	48
40	Nashik Road	TRIVENI PARK, SHIVAJI NAGAR	64	73
41	Nashik Road	SHIVAJI NAGAR , NEAR MHASOBA MANDIR	54	62
42	Nashik Road	OVERHEAD WATER TANK TO SAILANI BABA CENTRAL LINE (MSEB COLONY)	26	104
43	Nashik Road	MODEL COLONY BEHIND GANAPATI MANDIR	64	71
44	Nashik Road	SHIVSHAKTI NAGAR, NEAR GARDEN	31	36
45	Nashik Road	GOKUL NAGAR, BILAVAJA SOCIETY	65	65
46	Nashik Road	ECCHAMANI NAGAR, CANOL ROAD	26	30
47	Nashik Road	KERU PATIL NAGAR INFRONT OF MSEB SUB-STATION	59	62
48	Nashik Road	JAIHIND NAGAR, NEAR MSEB GODOWN ,BEHIND RAM MANDIR	74	85
49	Nashik Road	DWARKA NAGAR, SUB-STATION ROAD	21	21
50	Nashik Road	MARATHA NAGAR, BEHIND RAJRAJESWARI MANGAL KARYALAY	47	47
51	Nashik Road	SAILANI BABA TO RAJRAJESWARI HIGHMAST CENTRAL LINE (HANUMAN NAGAR)	66	83
52	Nashik Road	TRIMURTI NAGAR OLD SAYKHEDA ROAD	25	27
53	Nashik Road	TAPI NAGAR, GANESH NAGAR OLD SAYKHEDA ROAD	48	53
54	Nashik Road	TRIMURTI NAGAR, HARI KUNJ NAGAR, OLD SHIV ROAD	50	53
55	Nashik Road	SAMBHAJI NAGAR OLD SHIV ROAD	31	32
56	Nashik Road	NARHARI NAGAR	77	80


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Nashik Road Survey Summary Sheet

57	Nashik Road	CHARANDAS MARKET, SAILANI BABA TODASAK STOP CENTRAL LINE	22	57
58	Nashik Road	SHRIKRUSHN NAGAR, DASAK HIGHMAST	13	18
59	Nashik Road	SAMRAT ASHOK NAGAR SAYTRIK ROAD	106	108
60	Nashik Road	PANCHAK GAON, PANCHAK	48	51
61	Nashik Road	PIMPAL PATTI ROAD, SARASWATI NAGAR	50	69
62	Nashik Road	AYADHYA GAGAR NEAR GARDEN	64	70
63	Nashik Road	PIMPAL PATTI MALA, PIMPAL PATTI ROAD	74	78
64	Nashik Road	LINKED WITH S P NO 41	42	63
65	Nashik Road	BALAJI NAGAR MORE MALA	83	84
66	Nashik Road	BHAGAVATI LONCE TO PRAGATI NAGAR CENTRAL LINE	38	60
67	Nashik Road	PRAGATI NAGAR TO BHAIRAVNATH NAGAR, OLD SAYKHEDA ROAD	73	74
68	Nashik Road	BHAIRAVNATH NAGAR, OLD SAYKHEDA ROAD	56	57
69	Nashik Road	BHARAT BHUSHAN SOCIETY, OLD SAYKHEDA ROAD	24	27
70	Nashik Road	PAWAR WADI, OLD SAYKHEDA ROAD	26	26
71	Nashik Road	PAWAR WADI NEAR VITTAL MANDIR OLD SAYKHEDA ROAD	69	74
72	Nashik Road	BRIJ NAGAR OLD SAYKHEDA ROAD NEAR OVERHEAR WATER TANK	62	62
73	Nashik Road	SHRIRAM NAGAR NEAR HANUMAN MANDIR	18	18
74	Nashik Road	CHANDRALAXMI SOCIETY GAJANAN NAGAR	83	91
75	Nashik Road	RAJRAJESWARI TO BHAGAVATI LONCE CENTRAL LINE	57	90
76	Nashik Road	SAINATG NAGAR 1, 2 DANDE HOUSE	71	89
77	Nashik Road	SHRAMIK NAGAR, BHAGWA CHOWK	44	44
78	Nashik Road	BHI NAGAR TO OVERHEAD WATER TANK CENTRAL LINE	26	81
79	Nashik Road	GORE WADI, KNK SCHOOL TO RAILWAY GATE	27	27
80	Nashik Road	SHRADHA PARK CANOL ROAD NEAR MARUTI MANDIR DUMMY	0	0
81	Nashik Road	PANCHAK GAON FILTER PLANT	30	30
82	Nashik Road	DASAK SMASHAN BHUMI ANARDHAN NEAR NANDUR BRIDGE	43	44
83	Nashik Road	AAVARE WASTI SAMAN GAO ROAD	63	65
84	Nashik Road	AMAR HOUSEING SOSAITI GOREWADI NRD	30	31
85	Nashik Road	ASVIN COLONY SAMAN GONE RODE NASHIK RODE	96	103
86	Nashik Road	BALVANT TAJANPURE MALA SAHJIVAN COLLONY	28	28
87	Nashik Road	BHAGAVA HOUK CHEHADI PUMPIG ROAD	90	95
88	Nashik Road	BHAGWAT MALA SAMAN GONE RODE NRD	37	42
89	Nashik Road	BHIMSTHAMB BODHVI NAGR GHORVADI RODE	78	84
90	Nashik Road	CHEDE MALA EKLEHARA RODE NASHIK ROAD OPP GANESH VALLEY	47	48
91	Nashik Road	CHEDI INDUMATI SCHOOL JUNA PUMPING ROAD. NASHIK ROAD	42	43
92	Nashik Road	CHEDI PUMPING RODE MARUTI MANDIR. NASHIK ROAD	16	16
93	Nashik Road	CHEDI SHIV ARINGLE MALA	52	52
94	Nashik Road	DEVI MANDR ASVALE MALA EKLEHARA ROAD	17	17
95	Nashik Road	GAYATRI NAGAR PUNE ROAD.. NASHIK ROAD	13	13
96	Nashik Road	GOREVADI NEAR TRANCE FARM	47	53
97	Nashik Road	GYAKWAD MALA GOREWADI	49	51
98	Nashik Road	JAI MALHAR LAWN SAMAN GAON RODE NRD	42	42
99	Nashik Road	JAKAT NAKA EKLEHARA RODE PRBHAG.19.NASHIK RODE	85	87
100	Nashik Road	KALIKA MANDIR KOKDE MALA CHEDI NAKA. NASHIK ROAD	20	20
101	Nashik Road	KHARJUL MALA VRUNDAVAN COMPLESE	48	48
102	Nashik Road	KOKDE MALA	13	13
103	Nashik Road	MANGAL MURTI NAGAR BANKAR MALA. NASHIK ROAD	48	50
104	Nashik Road	MATOSHRI NAGAR GHODE WADI CHEDI PUMPING RODE NASHIK RODE	27	28
105	Nashik Road	NASHIK KAR MALA NASHIK ROAD	31	31
106	Nashik Road	NEHMALA JUNAA AODA RODE OPP.RLY TREK NASHIK ROAD	10	10
107	Nashik Road	PALDSHKAR CHAAL CHEDI NAKA PUNA ROAD.NASHIK ROAD	18	18
108	Nashik Road	SAMRAT NAGAR GOREVADI	51	51
109	Nashik Road	SHASTRINAGAR GOREVADI	50	59
110	Nashik Road	SHIVAJI MASKE MALA MAAL SAAGI RODE. NASHIK ROAD	12	12
111	Nashik Road	SONAWANE MALA SAMAN GAON ROAD NASHIK ROAD	22	22
112	Nashik Road	TAJAMPURE MALA CHEDI PUMPING ROAD NRD	29	30
113	Nashik Road	TAJAMPURE MALA SINNAR PHATA NASHIK ROAD. AJMERI SCREEP CENTRE	7	8
114	Nashik Road	TAKIYA RODE MAL NISARAN KENDR CHEDI..	40	41
115	Nashik Road	TAKIYA ROAD TAJAMPURE MALA CHEDI.MAHSOBHA MANDIR JUNA MALSANGI ROAD NASHIK ROAD	13	13



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Nashik Road Survey Summary Sheet

116	Nashik Road	VITBHATI SATPUTE MALA NASHIK ROAD	52	52
117	Nashik Road	YASVANT NAGAR.VITHAL MANDIR	64	64
118	Nashik Road	chedi gaon hanuman Mandir	50	55
119	Nashik Road	CHEDI GAON MARUTI MANDIR	51	51
120	Nashik Road	CHEDI GAON UNMAT ROAD	14	14
121	Nashik Road	CHID SHIV JAKAT NAKA	30	30
122	Nashik Road	GANESH CHAD GAON	45	46
123	Nashik Road	PRASAD GHUNE ROAD	69	71
124	Nashik Road	MAGAR MALA	29	29
125	Nashik Road	maratha colony	50	51
126	Nashik Road	MATOSHRI NAGAR	77	89
127	Nashik Road	RAJWADA	44	44
128	Nashik Road	SAMANGAON ROAD GADEKAR MALA	74	74
129	Nashik Road	TULAJA TOWN SAMAN GAON ROAD	67	68
130	Nashik Road	SATPUTE MALA	78	78
131	Nashik Road	SAVITRI BAI PHULE HOSPITAL	47	56
132	Nashik Road	SINHAR PHATA	64	84
133	Nashik Road	THELAR PETI	18	19
134	Nashik Road	TRYEBAK	42	42
135	Nashik Road	UMAN GAON KARAGRUH	25	25
136	Nashik Road	ASVALE DP	62	63
137	Nashik Road	BAJAJ SHOWROOM JAIL ROAD	35	95
138	Nashik Road	SENT ANNY CHURCH	16	61
139	Nashik Road	NEW KALA NAGAR	19	19
140	Nashik Road	OLD KALA NAGAR	32	34
141	Nashik Road	ARINGALE NAGAR SEVAK PETI VIDYA NAGAR	82	85
142	Nashik Road	UTSAV MANGAL KARYALAYA MAGE	33	39
143	Nashik Road	ASHA NAGAR BANK OF MAHARASHTRA	22	24
144	Nashik Road	MOTWANI FACTORY ROAD	53	56
145	Nashik Road	LOKMANYA NAGAR	64	64
146	Nashik Road	JIJAMATA NAGAR	27	28
147	Nashik Road	PENDHARKAR COLONY	50	50
148	Nashik Road	TARA RANI SABHGRUH	49	50
149	Nashik Road	GANDHRAV NAGARI SHIKREWADI	71	83
150	Nashik Road	WALKING TRACK BOX 1	40	60
151	Nashik Road	WALKING TRACK BOX 2	5	38
152	Nashik Road	WALKING TRACK BOX 3	15	30
153	Nashik Road	SWAMI SAMRTH MANDIR SHIKREWADI	44	50
154	Nashik Road	UPNAGAR BUS STOP	29	44
155	Nashik Road	NEHARU NAGAR BUS STOP OPP. UTSAV HOTEL	23	39
156	Nashik Road	PUNA ROAD AMBA SOCIETY	39	52
157	Nashik Road	KALANTRI DAL MILL GATE SAMOR	27	34
158	Nashik Road	MANSI HOTEL	24	88
159	Nashik Road	DATT MANDIR SIGNAL	1	6
160	Nashik Road	VIJAY NAGAR RAM NAGAR CO OP. SOCIETY	21	29
161	Nashik Road	VIDYUT BHAVAN	25	27
162	Nashik Road	UDDANPUL PETI	85	85
163	Nashik Road	NAWALE CHAL	23	28
164	Nashik Road	KALNTRI MANGAL KARYALAYA BACK SIDE	24	24
165	Nashik Road	PANJAB COLONY JALTARAN TALAV	40	60
166	Nashik Road	CHAVAN MALA K G K MEHTA ROAD	45	47
167	Nashik Road	SADGURU NAGAR	28	31
168	Nashik Road	BIG BAZAR BACK SIDE NEAR MHASOBA MANDIR	63	65
169	Nashik Road	K G MEHTA SCHOOL SAI BABA MANDIR	30	31
170	Nashik Road	JIVAN CHAYA	56	57
171	Nashik Road	LONKAR MALA 1	45	45
172	Nashik Road	LONKAR MALA 2	33	37
173	Nashik Road	SHAHANE MALA	41	43
174	Nashik Road	SUMAN HOSPITAL	79	98
175	Nashik Road	VAKRATUND MEDIKAL BSNL TOWER	19	20
176	Nashik Road	SHANKAR NAGAR KADAM DAIRY MAGE	43	45
177	Nashik Road	MANOHAR GARDEN	34	34

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Nashik Road Survey Summary Sheet

178	Nashik Road	JAITVAN NAGAR SCHOOL 3 PHASE	61	65
179	Nashik Road	JAITWAN NAGAR 1 PHASE	31	46
180	Nashik Road	ANAND TRANSPORT SUBHAS ROAD	20	35
181	Nashik Road	CHORDIYA BHUVAN	37	49
182	Nashik Road	AMBEDKAR PUTLA RAILWAY STATION DUMMY	0	0
183	Nashik Road	AMBEDKAR CHOUK HIMAST BOX	11	46
184	Nashik Road	SHIVAJI MAHARAJ STATUE	4	14
185	Nashik Road	BITCO HOSPITAL	38	47
186	Nashik Road	GOSAVI WADI BHARTI COMPLEX	46	49
187	Nashik Road	DWARKA BHUVAN SAMRAT SWEETS	75	118
188	Nashik Road	REGIMENTAL PLAZA SAMOR	37	54
189	Nashik Road	GAYAKWAD MALA OM HOSPITAL BACK	51	64
190	Nashik Road	DATT MANDIR ROAD SCHOOL 125	47	55
191	Nashik Road	JANLAXMI BANK JOGGING TRACK	54	66
192	Nashik Road	JAIN BHAVA BOX	50	60
193	Nashik Road	MHASOBA MANDIR ARTLARY ROAD	48	48
194	Nashik Road	AUTE MALA	57	59
195	Nashik Road	ADKE NO 3 JAY BHAVANI ROAD	51	51
196	Nashik Road	LAVTE NAGAR 1	75	75
197	Nashik Road	VASTU PARK	61	68
198	Nashik Road	DACHAK NAGAR VIRAJ SWEETS BACK	55	59
199	Nashik Road	JIVAN VIHAR	67	68
200	Nashik Road	VITHHAL /KULKARNI MANGAL KARYALAYA	51	52
201	Nashik Road	AADKE NO. 2 GANPATI GARDEN JAWAL	21	23
202	Nashik Road	KHOLE MALA NEAR JAIN MANDIR	48	50
203	Nashik Road	ANAND NAGAR RIKSHA STAND	47	52
204	Nashik Road	JAGTAP MALA	58	65
205	Nashik Road	MANOHAR BANGLA	43	44
206	Nashik Road	JOGGING TRACK SCHOOL NO 125	45	51
207	Nashik Road	NAGARKAR GHARA MAGE GARDEN JAWAL	35	38
208	Nashik Road	SHARAD JAGTAP GHARA JAWAL	25	25
209	Nashik Road	PATIL GARAGE	60	81
210	Nashik Road	JIYAUDDIN DEPO	34	36
211	Nashik Road	AMBEDKAR SAMAJ MANDIR MALDHAKKA ROAD	32	33
212	Nashik Road	FULE NAGAR MALDHAKKA ROAD	41	50
213	Nashik Road	PANJAB CHAL MALDHAKKA ROAD	30	33
214	Nashik Road	RAJWADA PETI DEOLALI GAON	77	77
215	Nashik Road	ANNABHAU SATHE NAGAR DEOLALI GAON	58	68
216	Nashik Road	LINGAYAT COLONY	39	46
217	Nashik Road	HARI OM NAGAR	42	42
218	Nashik Road	RAJA COLONY	17	24
219	Nashik Road	AMAR DHAM SMASHANBHUMI DEOLALI GAON	25	30
220	Nashik Road	SHIAJI PUTLA SIDE INSHOP	23	31
221	Nashik Road	BITCO CHOUK HIMAST	1	9
222	Nashik Road	SUWARNA COLONY/ANAND RUSHIJI SCHOOL	84	106
223	Nashik Road	BUDHHA VIHAR VIHITGAON	26	31
224	Nashik Road	BAGUL NAGAR VIHIT GAON	26	27
225	Nashik Road	BAGUL NAGAR BOUDH NAGAR	56	57
226	Nashik Road	SHAUBHAGYANAGAR RATNA APARTMENT	25	42
227	Nashik Road	SAUBHAGYANAGAR NANA NANI PARK	34	43
228	Nashik Road	BANO MANJIL	41	44
229	Nashik Road	UTKARSH APARTMENT	55	58
230	Nashik Road	MODEL COLONY LAM ROAD	28	29
231	Nashik Road	MAHARAJ A BUS STOP	36	50
232	Nashik Road	BAGUL NAGAR VIHIT GAON	22	43
233	Nashik Road	NISHADH SOCIETY	58	64
234	Nashik Road	MATHURA CHOUK	6	8
235	Nashik Road	PANDURANG NAGR	62	62
236	Nashik Road	DADA DARBAR	55	56
237	Nashik Road	SULABH SHAUCHLAYA VIHITGAON	72	77
238	Nashik Road	MULLA WADA	39	43
239	Nashik Road	PATIL NARSARY	14	14

Nashik Road Survey Summary Sheet

240	Nashik Road	GHANTA GADI STATION MALDHAKKA ROAD BOX 1	30	32
241	Nashik Road	GADEKAR TAI GHARAJAWAL	51	55
242	Nashik Road	JAYSHRI KARJUL OFFICE SAMOR	54	76
243	Nashik Road	GITE MALA	27	36
244	Nashik Road	SAHEBRAO KHARJUL MALA	22	24
245	Nashik Road	DR LAHOT PETI	40	56
246	Nashik Road	UTTAM HANDORE MALA	57	61
247	Nashik Road	VIHITGAON VADNER SHIV	31	32
248	Nashik Road	BHAIRAV NATH PETI VADNER ROAD	36	36
249	Nashik Road	MAROTI MANDIR WADNER GAON	37	55
250	Nashik Road	TALATHI KARYALA VADNER GAON	32	41
251	Nashik Road	SAI DATT SWEETS	1	6
252	Nashik Road	GADKAR PETI	28	30
253	Nashik Road	RANGEROAD BOX 1	69	77
254	Nashik Road	RANGE ROAD BOX 2	39	39
255	Nashik Road	RANGE ROAD BOX 3 JADHAV WADI	16	16
256	Nashik Road	PIMPALGAON JADHAVWADI	69	69
257	Nashik Road	PIMPAL GAON MAROTI MANDIR	65	77
258	Nashik Road	RADHAKRUSHNA HOTEL VADNER PATHARDI ROAD	39	63
259	Nashik Road	SATPTSHRUNGI FARM HOUSE	22	23
260	Nashik Road	L& t ROAD	35	35
261	Nashik Road	RAJPUT COLNY	59	88
262	Nashik Road	SHIVAJI MAHARAJ CHOUK	43	63
263	Nashik Road	GAYKAR MALA CORNER	52	76
264	Nashik Road	GAYKAR MALA SUNIL MALI BOX 2	27	28
265	Nashik Road	BUTTE WASTI	23	23
266	Nashik Road	AMTE MALA PUMPING ROAD	39	39
267	Nashik Road	WADNER ROAD PUMPING ROAD	30	30
268	Nashik Road	GANDHI PUTLA PETI	29	29
269	Nashik Road	GIRNICHI PETI DEOLALI GAON	20	22
270	Nashik Road	HANUMAN MANDIR DEOLALI GAON	34	38
271	Nashik Road	KUSTI MAIDAN PETI	50	84
272	Nashik Road	KABRASTHAN DEOLALI GAON	22	23
273	Nashik Road	AATHWADE BAJAR PETI	25	35
274	Nashik Road	SUNDAR NAGAR BOX	39	55
275	Nashik Road	ROKDOBA WADI	61	78
276	Nashik Road	DOBI MALA	41	44
Total			**11962**	**13952**



New Nashik Survey Summary Sheet

SR NO	Division	LOCATION	Total Pole	Total Fixtures
1	New Nashik	VANSHREE COLONY DGP NAGAR -2	50	58
2	New Nashik	GULMOHAR COLNY	38	43
3	New Nashik	DGP NAGAR STOP 1	59	63
4	New Nashik	THAKRE ROAD DGP NAGAR -2	58	82
5	New Nashik	SWAMI NAGR MAHADEV MANDIR	32	32
6	New Nashik	NARODIYA HOUSE SHUBHAM PARK	40	40
7	New Nashik	FADOL MALA DGP NAGAR 2	34	34
8	New Nashik	MAHALAXMI NAGAR SHIV SHAKTI CYCVLE	70	87
9	New Nashik	GHANKAL YOJNA	27	27
10	New Nashik	DATIR MALA SHREE SWAMI AASHISH	58	58
11	New Nashik	UMA PARK DGP NAGAR -2	32	32
12	New Nashik	AMBAD DGP ROAD RAJAT PARK COMPORT ZONE	42	42
13	New Nashik	PRASANNA NAGAR	14	14
14	New Nashik	UPENDRA NAGAR	116	124
15	New Nashik	MORE MALA	60	61
16	New Nashik	MANIK NAGAR	28	28
17	New Nashik	GANPATI MANDIR BURKULE HALL	41	41
18	New Nashik	KRUSHNA NAGAR AAIKAR NAGAR	15	18
19	New Nashik	MANDE NAGAR BURKULE HALL	31	35
20	New Nashik	RAMESHWAR NAGAR SHUBHAM PARK	59	65
21	New Nashik	DGP NAGAR N.M.C (BUS STOP)	53	73
22	New Nashik	SHUBHAM PARK	27	27
23	New Nashik	SHIVGANGA SOCIETY SHUBHAM PARK	49	71
24	New Nashik	VAISHNAVI DEVI TEMPLE UPENDRA NAGAR	50	53
25	New Nashik	VASUNDHRA PARK SARSVATI VIDHYALAYA	64	70
26	New Nashik	VRUNDAVAN HEIGHTS	100	110
27	New Nashik	SHREE SAMARTH KRUPA VRUNDAVAN NAGAR	119	135
28	New Nashik	KARTIKI NAGAR	31	31
29	New Nashik	KARGIL CHOCK DATTA NAGAR	130	135
30	New Nashik	JIJA MATA SOCIETY	54	54
31	New Nashik	SIDDHESH NAGAR	79	88
32	New Nashik	VITTHAL NAGAR	45	51
33	New Nashik	SAI VISHWA RAW HOUSE	27	27
34	New Nashik	SIHAST NAGAR 1	105	130
35	New Nashik	DATTA MANDIR MARUTI CHOCK	79	84
36	New Nashik	SHIHASTA NAGAR 2	30	63
37	New Nashik	GHARKAL YOJNA CHANCHALE	21	21
38	New Nashik	MAULI CHOWK DATT NAGAR	120	120
39	New Nashik	CHUNCHALE GAON	104	113
40	New Nashik	SHRAVAN SECTOR, UTTAM NAGAR	35	37
41	New Nashik	SHANI MANDIR VIJAY NAGAR	26	28
42	New Nashik	CENTRAL LINE PATHARDI PHATA	48	96
43	New Nashik	6TH SCHEME CHATARAPATI NAGAR	37	44
44	New Nashik	SIVPURI CHOK	60	64
45	New Nashik	PANDIT NAGAR	50	50
46	New Nashik	SAPTSHRUNGI MANDIR	32	38

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47	New Nashik	SIHASTNAGAR MAEWADI 3	27	29
48	New Nashik	MORE WADI SWAMI VIVEKA NAND SCHOOL	70	79
49	New Nashik	NEAR MORE WADI	51	54
50	New Nashik	MORE WADI	70	78
51	New Nashik	S.T.LOWRENCE	50	50
52	New Nashik	SHRI RAM CLINIC (GANESH CHOK	30	44
53	New Nashik	Ambad Police Station	18	22
54	New Nashik	MUKTANAND PRATHAMIK VIDYALAYA	40	50
55	New Nashik	GANESH CHOWK	30	39
56	New Nashik	AMBADA POLICE NEAR	23	45
57	New Nashik	GLASS GOWDOWN	40	53
58	New Nashik	LAXMI DHAVAL SAMAJ MANDIR	33	40
59	New Nashik	morwadi amar dham	15	23
60	New Nashik	NAMRTA PETROL PUMP	14	20
61	New Nashik	MAHINDRA HOUSE	63	72
62	New Nashik	Ambad police station	20	31
63	New Nashik	HANUMAN MANDIR	70	74
64	New Nashik	BHAVAN APPARTMENT ASHWIN NAGAR	30	30
65	New Nashik	MANOJ MATERIAL (MEDICAL)	32	37
66	New Nashik	SITABAI HOSPITAL	27	32
67	New Nashik	STATE BANK CHOWK ATULDAIRY	85	113
68	New Nashik	GHANKAL CHOWK N-34 / S-1 SECTOR	52	58
69	New Nashik	N-32 N-7 MAMA THAKRE SABHAGRUH	40	42
70	New Nashik	MINATAI THAKOR GARDEN ASHWIN NAGAR	22	22
71	New Nashik	ganapati mandir, ashwini nagar	62	63
72	New Nashik	SWAMIVIVEKANAND PUTLA , RANE NAGA	30	51
73	New Nashik	SHREE RAM COLANY GANESH CHOWK	92	110
74	New Nashik	ASHAVIN NAGAR JALKUMBH WATER TANK	37	38
75	New Nashik	SANCHAR VIHAR CIDCO (BSNL)	40	40
76	New Nashik	KALILA NAGAR, PATIL NAGAR	44	47
77	New Nashik	SHARP DIGITAL, KOKAN BHAVAN	59	75
78	New Nashik	SHIVPURI , SUPER MARKET	1	6
79	New Nashik	SURYODAY COLLONY	25	37
80	New Nashik	AMBAD GAON BUS STOP	41	41
81	New Nashik	MATALE COLLONY	80	91
82	New Nashik	DONDE MLA	40	40
83	New Nashik	SHIVTIRTH COLONY	41	61
84	New Nashik	MANDIR CHOWK janeshwar mandir	17	17
85	New Nashik	TRIMURTI CHOWK, CENTRAL LINE	14	26
86	New Nashik	PETHE SCHOOL	54	54
87	New Nashik	WARE HOUSE	16	16
88	New Nashik	B SECTOR-5 7/67	18	21
89	New Nashik	WATER TANK SAWTA NAGAR	36	55
90	New Nashik	ABHIYANTA NAGAR	102	105
91	New Nashik	INDRA NAGARI LOTUS	77	98
92	New Nashik	SOUTHA NAGAR SADHAKAR BADQUIAR	80	113
93	New Nashik	SUBHASHCHANDRA BOS GARDEN CIDCO	51	73
94	New Nashik	INDRA NAGARI UDHYAN	83	92
95	New Nashik	DEVIKINANDAN SOC. MARIMATA MANDIR	16	27
96	New Nashik	GANRAJ MEDICAL MAHALAKSHMI CHOWK	40	66
97	New Nashik	BAL BHARTI ROAD	22	22
98	New Nashik	NN- AAMBAD GAON BHAJI MARKET	26	39
99	New Nashik	NN- B SECTOR TECH ENGINNERING FRONT	11	11
100	New Nashik	NN- beem industries	96	102
101	New Nashik	NN- CHATRAPAL SECTOR	40	40
102	New Nashik	NN- CTR CIRCLE POWER HOUSE	20	40
103	New Nashik	NN- FINIX AUTOMATION	70	70

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104	New Nashik	NN INDOLINE AREA	65	65
105	New Nashik	NN- KRUSHNA MANDIR shivpuri chawk	76	85
106	New Nashik	NN- MOR WADI KHANDOBA MANDIR	75	75
107	New Nashik	NN- POST OFFICE	30	33
108	New Nashik	NN- RAJENDRA INDUSTRIES	32	59
109	New Nashik	NN- STADIUM	13	79
110	New Nashik	NN- TASKAR ENGINEERING	32	32
111	New Nashik	NN- UT-17 AAMBAD MIDC W128	31	31
112	New Nashik	NN- VASUDEV PARK SIDDHIVINAYAK MANDIR	50	64
113	New Nashik	NN-AMBAD GAPON SAMSHAN BHUMI	66	85
114	New Nashik	NN-G2 GLASS KO WATER FILTER	56	56
115	New Nashik	new nashik (k sector snehal industry)	20	20
116	New Nashik	RELAINCE INDUSTRIES	20	20
117	New Nashik	VAJAN KATA AMBAD GAON	49	50
118	New Nashik	ENGAL COTTAGE,AAVHAV HOSPITAL	25	50
119	New Nashik	FARKH ELECTRONICS CIDCO	78	103
120	New Nashik	UNTWADI GADVEMALA	96	101
121	New Nashik	KALIKA MANDIR	25	40
122	New Nashik	KHODE MALA	72	73
123	New Nashik	MAHALE FARM BACK SIDE	90	92
124	New Nashik	MAHALE FARM	44	49
125	New Nashik	MANGALMURTI MANDIR NAGAR(TULJA BHAVANI MANDIR)	61	75
126	New Nashik	MANGALMURTI MANDIR NAGAR	56	56
127	New Nashik	INDRA UDAY SAMARAT GARDEN NANA NANI PARK	27	47
128	New Nashik	LEKHA NAGAR CIDCO OFICE	50	50
129	New Nashik	RADHA VASUDEV NAGAR, GOVIND NAGAR	105	108
130	New Nashik	SARDARBAN COLLONY GARDEN	13	26
131	New Nashik	SHOPPING CENTER	111	127
132	New Nashik	Sona Park	78	117
133	New Nashik	SWAMI SAMARTH MAHILA SBHAGRUHA	20	25
134	New Nashik	PRIYANKA PARK	60	61
135	New Nashik	AANAND NAGAR SCHOOL	110	132
136	New Nashik	UDAY BHAI COLLONY	106	107
137	New Nashik	BHARAT RATNA RAJIV GANDHI GARADAN KALILKA ,PARK	46	50
138	New Nashik	GANPATI MANDIR PAWAN NAGAR	42	63
139	New Nashik	JINAT NAGAR	23	31
140	New Nashik	LEKHA NAGAR COLONY	80	80
141	New Nashik	MAHALAXMI CHOCK	95	106
142	New Nashik	SADGURU NAGAR MAULI APARTMENT	118	119
143	New Nashik	MHASHICH GOTHA, NEW TIDKE COLONY .NASHIK	29	29
144	New Nashik	NAGAR SEVAK MUKESH SHAHANE GHAR	35	51
145	New Nashik	PAGNRE NAGAR	88	90
146	New Nashik	PARTAP CHOWK	85	117
147	New Nashik	RAJRATN NAGAR	67	86
148	New Nashik	RAMESHWAR NAGAR	11	22
149	New Nashik	TIDAK COLANY BAJIRAV NAGAN	38	40
150	New Nashik	BALAB HARTI	62	66
151	New Nashik	BHAMRE MISAL BADADE NAGAR	103	103
152	New Nashik	BHEDU PARK AMBIKA ROADLINS	36	36
153	New Nashik	Datta mandinR/Datta chock	76	90
154	New Nashik	GOVIND NAGAR	64	70
155	New Nashik	GOVIND NAGAR 2	54	63
156	New Nashik	GOVIND NAGAR VACHNALAY	26	26
157	New Nashik	govind nagar prakash petrol pump	80	83
158	New Nashik	INDIRA NAGAR	39	44

159	New Nashik	KASHIKO NAGAR GARDEN	38	44
160	New Nashik	KHADE NAGAR	63	65
161	New Nashik	KHONDE NAGAER	26	28
162	New Nashik	MAHARANA PRATAP CHOK	21	30
163	New Nashik	MAUR VIHAR CALLONY	66	67
164	New Nashik	N-9 C SECTOR CIDCO NASHIK(TULJA BHAVANI MANDIR)	89	94
165	New Nashik	PANEL ROAD SAGAR SWITCH NEAR	40	45
166	New Nashik	RANE NAGAR ABHISHEK SWEETS	8	8
167	New Nashik	SADASHIV NAGAR	39	42
168	New Nashik	SIVAJI CHOK	68	80
169	New Nashik	SUNDARBAN CALLANY	53	53
170	New Nashik	SWAMIVIVEKANAND RANE NAGAR	22	22
171	New Nashik	UATWADI GAON	40	43
172	New Nashik	BAJRANG CHOWK	97	97
173	New Nashik	BHOLENATH NAGER	73	73
174	New Nashik	DURGA MATA MANDIR, CIDCO	60	70
175	New Nashik	MAHAKALI CHOUK	78	89
176	New Nashik	PHIRDOS COLONY	49	58
177	New Nashik	SAI BABA NAGAR	129	138
178	New Nashik	SAIBABA NAGAR SAPTASHRUNGI NAGAR	45	45
179	New Nashik	STHANIK VIKAS NIDHI YOJANA GUMANACIAM HALL CIDCO	63	70
180	New Nashik	SWAMI SAMARTH KENDRA DATT CHOWK	55	57
181	New Nashik	HOTEL HEVEEN SEVEN	33	35
182	New Nashik	KISHOR NAGAR GANESH COLLONY	44	44
183	New Nashik	LOCKMANYA NAGER	50	55
184	New Nashik	OMKAR BUILDING CHETNA NAGAR	49	57
185	New Nashik	POOJA ELECRICAL CHETNA NAGAR	56	76
186	New Nashik	RANE NAGAR AONE BAKARI	74	94
187	New Nashik	SAMRAT SWIEETS RAJIV NAGAR	28	41
188	New Nashik	SONAWANE MALA	47	59
189	New Nashik	SUDARSHAN LONS	19	35
190	New Nashik	KRUSHNAI NAGAR SONAWANE MALA	73	73
191	New Nashik	JAGANNATH PURI CHOWK	27	39
192	New Nashik	NARHARI NAGAR, SUNI SANJEEV VALLY	50	52
193	New Nashik	SAMARAT NAGER KATTI BATTI HOTEL	60	60
194	New Nashik	UMESH NAGAR PATHARDI GAON	69	77
195	New Nashik	EKTA GROUP	53	53
196	New Nashik	KAATIBAARI SOSCITY 2	46	49
197	New Nashik	KALBARI SOCITY	41	42
198	New Nashik	KVATEKARIWDI SERVICE ROAD PANDAV NAGARI	57	58
199	New Nashik	RAJLAXMI NAGAR ROW HOUSE	75	75
200	New Nashik	AMBAD GAO (CHACHAN SCHOOL)	20	20
201	New Nashik	FINIX AUTOMATION.	27	27
202	New Nashik	G-12 AMBAD SPECTROM	40	40
203	New Nashik	GURUDEV ENTERPRISE	54	54
204	New Nashik	HYMA HOUSE	41	41
205	New Nashik	J.K TYRE INOVA REBHER	20	20
206	New Nashik	KRISHNA INDUSTRIES	61	61
207	New Nashik	M49 AMBAD MIDC	30	30
208	New Nashik	VIJYABANK, GANGA NAGAR	57	60
209	New Nashik	POOJA PLASTICS PLOT NO L-48	36	40
210	New Nashik	RAMABADI AAMBEDNAGAR MIDC	32	32
211	New Nashik	SWASTIK METAL	89	89
212	New Nashik	AJINKYA ROW HOUSE, SHUBHADA APPT, RAM MANDIR CHETANA NAGAR	40	46
213	New Nashik	AYODHYA NAGARI	23	25

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214	New Nashik	DYANESHAR NAGAR PATHARDY PHATA	42	42
215	New Nashik	HOTEL SAI PALACE	55	58
216	New Nashik	KANIFNATH NAGAR	40	40
217	New Nashik	PANCHMUKHI HANUMAN MANDIR	136	136
218	New Nashik	POLICE HEDCOTER DYANESHOR NAGAR	68	80
219	New Nashik	SARAF NAGAR, GALLI NO 1	132	132
220	New Nashik	SHREE NIVAS COLONY	75	75
221	New Nashik	WAJRABHUMI R-HOUSE NAGARE MALA	92	92
222	New Nashik	MAHADA COLONY	58	58
223	New Nashik	MURLIDHAR GAMANE	17	17
224	New Nashik	ANAND NAGAR POLICE CHOWKI	111	114
225	New Nashik	ASHAPURI ENCLAVE	21	42
226	New Nashik	DNYANESHWAR NAGAR, DATTA MANDIR	29	33
227	New Nashik	DNYANESHWAR NAGAR, NAKSHTRA HEIGHTS	32	32
228	New Nashik	GURUKRUPA NAGAR PATHARDI ROAD	32	41
229	New Nashik	ICAR SOC, GHANSHYAM NAGAR	24	26
230	New Nashik	MURLIDHAR NAGAR SWAMI SMARTH KENDRA	65	72
231	New Nashik	PRASHANT NAGAR, SUDHAM DHIMESE HOME, CIDCO	44	44
232	New Nashik	PRASHANT NAGAR	98	110
233	New Nashik	SAI DHARSHAN ROW HOUSE VIKIKAR BHAVAN	31	31
234	New Nashik	SAPTASHRUNGI HOSPITAL PATHARDI ROAD	33	55
235	New Nashik	GANESH NAGAR PIMPALGAV ROAD	82	84
236	New Nashik	JADHAV NAGAR	26	26
237	New Nashik	MAHINDRA DONDE, MALA ABHINANDAN LOWNS.	15	15
238	New Nashik	MURLIDHAR NAGAR UTKARSH HIGHTE	94	103
239	New Nashik	PAWAR MALA, PATHARDI- WADNER ROAD	41	68
240	New Nashik	PIMPAL GAV JADHAV WADI	67	67
241	New Nashik	PIMPAL GAV KHAMB	37	42
242	New Nashik	SAINATH ROURMIL, THANGAVKAR	12	12
243	New Nashik	SWARAJYA NAGAR, JOGESHWARI SUPER MARKET	47	47
244	New Nashik	KAMTEWADW GAON	55	76
245	New Nashik	KONVANE BANDHU	79	87
246	New Nashik	MOTI CHOWK TULJA BHAVANI TEMPLE	111	129
247	New Nashik	RAYGATH CHOWK SHALA	45	49
248	New Nashik	SAPTSHRUNGI CHOWK PAWAN NAGAR	54	78
249	New Nashik	TRIMURTI CHOWK MACB OFFICE	73	89
250	New Nashik	DATT MANDIR STOP TRIMURTI CHOWK	31	40
251	New Nashik	PAWAN ANGAR MAULI COLLECTION	50	71
252	New Nashik	CHROMTAMN HALL	52	52
253	New Nashik	GURUGATT CHOWK	41	41
254	New Nashik	PATIL NAGAR KOTHARI BANdhu 2	77	77
255	New Nashik	PAVAN NAGAR POLICE STATION	24	24
256	New Nashik	PAVAN NAGAR, BHAJI MARKET	46	62
257	New Nashik	SAMBHAJI STADIUM (APER DP)	18	18
258	New Nashik	SHIVNERI COLONY UDHAN	60	60
259	New Nashik	TRIMURTI CHOWK	37	37
260	New Nashik	TRIMURTI HANUMAN MANDIR	68	86
261	New Nashik	AHILYABAI NAGAR CIDCO	68	70
262	New Nashik	AMAY PARK	13	13
263	New Nashik	MATOSHRI BUNGLOWS GOWANE ROAD	86	86
264	New Nashik	PATHARDI GAON SHOUCHALAY CIDCO	70	80
265	New Nashik	SHARDA floar mill PATDHADI RAJWADA	84	113
266	New Nashik	SUKDEV NAGAR PATHARDI0	77	84
267	New Nashik	VIJU THEMSE PATHARDI GAON	45	71
268	New Nashik	CHINCHWADI ROAD PUSHKARAJ PARK	27	27
269	New Nashik	DADHEGAON 3 PHASE	89	89
270	New Nashik	DE KAYAR SCHOOL	41	41
271	New Nashik	DHEMSE MALA NANDUR-PANVAT ROAD	48	48

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272	New Nashik	GAWLANE ROAD PATHARDI	118	118
273	New Nashik	MONDE WADI, 3 PHASE	114	116
274	New Nashik	PRABHU RAMCHANDRA DAHIGAON ROAD	70	70
275	New Nashik	SHANTARAM CHUMBALE GHAR	71	71
276	New Nashik	VEET BHATTI CHOWK GAWLANA ROAD	88	88
277	New Nashik	SHARAYU NAGRI	58	58
278	New Nashik	PATHARDI SUB STATION WADALA PATHARDI ROAD	24	47
279	New Nashik	MAHADEV MANDIR, NARHARI NAGAR	63	80
280	New Nashik	KADVE NAGAR, HOTEL RAYBA	73	80
281	New Nashik	JANARDAN SWAMI NAGAR	52	52
282	New Nashik	GAJANAN NAGAR, TRIKONI GARDEN	84	88
283	New Nashik	DIPAK SWEETS, NISARGA COLONY	53	53
284	New Nashik	AUDUMBAR STOP	62	62
285	New Nashik	GARGI COLONY SAVATA NAGAR	88	113
286	New Nashik	ASHTVINAYAK NANDINI KIRANA STORE	27	27
287	New Nashik	shreeram niwas vadiche ran	102	105
288	New Nashik	KRUSHNA KUUNJ DGP NAGAR 2	129	162
289	New Nashik	MAHALXMI SAMAJ NAGAR MANDIR	67	84
290	New Nashik	green paam	52	56
291	New Nashik	KARDILE MALA	10	10
292	New Nashik	pg2 sector	25	41
293	New Nashik	saraf nagar	66	68
294	New Nashik	semen colony	27	27
295	New Nashik	viraj socaity senter line	29	31
296	New Nashik	falke smarak	26	26
297	New Nashik	gautam nagar	42	42
298	New Nashik	jaybhave mala	40	40
299	New Nashik	karmyogi nagar	128	130
300	New Nashik	saraf loans	20	40
301	New Nashik	SHIVSENA KARAYLAY	43	49
302	New Nashik	UTTAM NAGAR	51	54
303	New Nashik	untawadi MATHURA COLLONY	76	78
304	New Nashik	dada row house	53	53
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Satpur Survey Summary Sheet				
Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
1	SATPUR	KRANTI CHOWK	74	75
2	SATPUR	GULMOHAN VIHAR SATPUR COLLONY	62	62
3	SATPUR	BALAJI MANDIR GANGAPUR ROAD	57	60
4	SATPUR	75-76 GANESH NAGAR	67	73
5	SATPUR	GULMOHAR VIJHAR 2	59	59
6	SATPUR	GANESH NAGAR RELIANCE PETROL PUMP	37	39
7	SATPUR	NANDAVANE MALA	16	16
8	SATPUR	SOMESHWAR DHABH DHABHA	27	40
9	SATPUR	HANUMAN NAGAR	56	58
10	SATPUR	SOMESHWAR COLONY	32	32
11	SATPUR	SIDDHI AISHWARIYA	68	69
12	SATPUR	PAWAR VILLA	40	40
13	SATPUR	JADHAV NAGAR	69	69
14	SATPUR	RAMESHWAR COLONY	74	74
15	SATPUR	SHANKAR CHOWK	27	31
16	SATPUR	GANAPATI 2	33	35
17	SATPUR	PARVAT NAGAR	62	65
18	SATPUR	GANPATI 3	16	18
19	SATPUR	GANGA PUR NAGAR	74	74
20	SATPUR	PATIL ROAD	25	26
21	SATPUR	5TH & 6TH AVENUE KNIGHT CENAL ROAD, NASIK	79	79
22	SATPUR	LIC COLONY, PURVAD NAGAR	113	134
23	SATPUR	KAMGAR ROAD	99	101
24	SATPUR	NAKSHAD COLONY, PURVAD NAGAR	27	27
25	SATPUR	PALM SPRING	60	62
26	SATPUR	BAJRANG NAGAR	51	73
27	SATPUR	MADHUKALAM NAGAR, PRAMOD NAGAR	65	66
28	SATPUR	GANESH MANDIR	88	102
29	SATPUR	SHUDHA NAGAR	57	60
30	SATPUR	SHRI KRISHNA MANDIR BHOR TOWNSHIP	30	33
31	SATPUR	DADOBA ROAD NEW KRUSHNA KUNJ BANGLA	45	46
32	SATPUR	MANPA SCHOOL CHUCHAULE GAON	145	152
33	SATPUR	GANPATI MANDIR DHARMAJI COLONY	25	31
34	SATPUR	URVI APARTMENT	16	16
35	SATPUR	AMBIKA MATA MANDIR SHIVNERE CHOWK	104	104
36	SATPUR	DATT MANDIR AMBAD SATPUR LINK ROAD	41	68
37	SATPUR	BAJRANG NAGAR SERVICE STATION	43	43
38	SATPUR	CHHATRAPATI SHIVAJI MAHARAJ CHOWK SAJEEV NAGAR	41	41
39	SATPUR	Rameshwar Nagar	39	42
40	SATPUR	MOTIWALA COLLEGE	50	50
41	SATPUR	GULMOHOR, VIHAR SATPUR COLONY	80	84
42	SATPUR	Gangapur Gaon Peth Galli	46	46
43	SATPUR	AMBEDKAR NAGAR GANGAPUR GAON	47	50
44	SATPUR	Cheri Hila Row House	14	17
45	SATPUR	NIGHA PARK	94	94
46	SATPUR	GANGAPUR GAON PATIL NAGAR	63	68
47	SATPUR	Vivekanand Nagar	80	83
48	SATPUR	PAJHAR TALAV SATHIASVA COLONY	61	61
49	SATPUR	NILAY BANGLOW	123	137
50	SATPUR	DATTA MANDIR	50	66
51	SATPUR	SHIVAJI NAGAR BUS STOP	54	66
52	SATPUR	SAVARGAON ROAD - 2 PAJAN TALAV	56	56
53	SATPUR	GANESH MANDIR SHIVAJI NAGAR	74	77
54	SATPUR	AAL HOSPITAL SHIVAJI NAGAR	57	68
55	SATPUR	KANETKAR ROAD SAVARGAON ROAD - 1	64	66
56	SATPUR	V P PATIL PAJHAR TALAV	18	28

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Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
57	SATPUR	VASALI ROAD SHIVAJI NAGAR	67	67
58	SATPUR	KANETKAR GARDEN	11	34
59	SATPUR	GANGAPUR GAON 2	32	33
60	SATPUR	GANGAPUR ROAD SIRIN GRADE WANS ANANDWALI NASHIK	35	62
61	SATPUR	SAPAT WILLA GANGAPUR ROAD	33	66
62	SATPUR	NAVSHYA GANPATI ANANDWALI 1	25	25
63	SATPUR	NAVSHYA GANPATI ANANDWALI	70	70
64	SATPUR	NIRMAL COLONY OPPOSITE BMS	56	58
65	SATPUR	SADHANA MISAL GANGAPUR ROAD	50	57
66	SATPUR	SHIVSHRUSHTI NAGAR GANGAPUR ROAD	50	51
67	SATPUR	SOMESHAWAR COLONY GANGAPUR ROAD	66	91
68	SATPUR	SOMESHAWAR GAON(ZOPADPATTI)	17	24
69	SATPUR	SOMESHWAR GAON	25	25
70	SATPUR	ASHTAVINAYAK COLONY GANGAPUR ROAD, RAM NAGAR	68	74
71	SATPUR	ATHARVA COLONY	68	78
72	SATPUR	DAMODAR CHOWK	68	79
73	SATPUR	GHATOL GALLI VIDHANE BHAVAN	32	34
74	SATPUR	KALE CHOWK SATPUR	79	87
75	SATPUR	PATIL PARK - SHREE KRISHNA MANDIR	20	22
76	SATPUR	SATPUR GAON MARUTI MANDIR	84	113
77	SATPUR	SIDHARTH CHOWK NEEM HOUSE	18	30
78	SATPUR	SWARBHABHA NAGAR CITY LINK	30	35
79	SATPUR	UJWAL EGENCY	15	29
80	SATPUR	VINAYK SANKUL KHUDE PARK	61	63
81	SATPUR	VIRSAVARKAR NAGAR ANANDWALI	69	69
82	SATPUR	AMRUT GARDEN SAI SEVA SANTHA	85	100
83	SATPUR	BHARTIYA POST OFFICE SHEJARI TRAMBAK ROAD	21	42
84	SATPUR	KRANTI CHOWK SWARBABA NAGAR	142	146
85	SATPUR	PAPAYA AMBAD POLICE CHOWKI	47	93
86	SATPUR	ROHIT PETROL PUMP PAPAYA NURSARY	17	31
87	SATPUR	SABHYAK CHOWK SHIVNERI GARDEN	122	145
88	SATPUR	SHANESHWAR NAGAR RATIN COAT	129	135
89	SATPUR	TULJABHAWANI MANDIR SHIVAJI NAGAR	58	59
90	SATPUR	AMBIKA MATA MANDIR SATPUR AMBAD	41	41
91	SATPUR	AMRUTESHWAR MANDIR	52	53
92	SATPUR	ASHTAVINAYAK MANDIR KAVEL PARK	65	68
93	SATPUR	BAUDI RAJWADA	107	130
94	SATPUR	BHOR TOWN SHIP -1	45	45
95	SATPUR	BHOR TOWN SHIP 2	29	32
96	SATPUR	KARBON NAKA, SHIVAJI NAGAR	66	74
97	SATPUR	DARHU FALKA NAGAR, MOLONA AZAD NAGAR	20	20
98	SATPUR	GANGA SAGAR BUS STOP BHANDURE PETI	110	119
99	SATPUR	ITI COLONY	74	76
100	SATPUR	JADHAV TOWNSHIP	79	79
101	SATPUR	KADE PATHARE CHOWK	134	140
102	SATPUR	KRISHNA SWEETS RAM KRISHNA NAGAR	67	92
103	SATPUR	MAHADEVADI DR AMBEDKAR PUTALA SATPUR	50	58
104	SATPUR	MAHALAXMI CHOWK MADEVVADI	36	36
105	SATPUR	MALE COLONY	82	96
106	SATPUR	MELAKE NAGAR JADHAV SANKUL	27	40
107	SATPUR	MHADA COLONY SIDDHA VINAYAK MANDIR	60	67
108	SATPUR	PANVAT ROAD WAGH MALA	38	38
109	SATPUR	PARTH PALACE	35	35
110	SATPUR	SAHYADRI CHOWK, SHIVAJI NAGAR	111	112
111	SATPUR	SHINDORI ROAD	69	69
112	SATPUR	STEEL CENTER AMBAD LINK ROAD	20	40
113	SATPUR	SULA VINES HAZI FARM	76	76
114	SATPUR	TUKARAM MAHARAJ NMC SHIVAJI NAGAR	35	42

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Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
115	SATPUR	TULJA BHAVANI MANDIR	52	53
116	SATPUR	TULJABHAVANI MANDIR VIRAT SANKUL	28	28
117	SATPUR	Z P COLANY PRATAP CHOWCK SATPUR	67	67
118	SATPUR	ABHISHEK SWEET PLASTO FAB PVT LTD	45	45
119	SATPUR	ASHOK NAAR POLOICE CHOKI	1	6
120	SATPUR	ASHOK NAGAR BUS STOP NAHARU TAWERS	30	30
121	SATPUR	BODKE CLASSES SATPUR Colony	97	105
122	SATPUR	DR BABASAHEB AMBEDKAR SATPUR BHAJI MANDI	93	113
123	SATPUR	HANUMAN MANDIR RAJYAKARMACHARI ASHOK NAGAR	93	107
124	SATPUR	ICHHAMANI GANPATI MANDIR, ASHOK NAGAR	50	54
125	SATPUR	MAHESHWARI INDUSTRIES MIDC SATPUR	62	62
126	SATPUR	MANTAN MARKET ROAD MALE VASTI	69	69
127	SATPUR	MYCO HOSPITAL SATPUR GAV	49	53
128	SATPUR	NILKANTHESHWAR NAGAR, SATPUR COLONY	40	43
129	SATPUR	PRAGATI SHALA, GOPAL VIHAR CO OP HSG SOC ASHOK NAGAR SATPUR	27	27
130	SATPUR	SANDIP HOTEL SATPUR COLONY	75	80
131	SATPUR	SAWARKAR NAAR STPUR COLONY	47	50
132	SATPUR	SHIV NAGAR PAPYA NESARY SATPUR	67	73
133	SATPUR	SHIV ROAD GOVIOD BHAIYA	55	55
134	SATPUR	SHRIKRUSHNA NAGAR, SATPUR COLONY	40	45
135	SATPUR	SINGH BULLET ITI KAMAGAR NAGAR	62	63
136	SATPUR	SWAMI VIVEKANAND NAGAR	45	47
137	SATPUR	TULSAI HOSPITAL SATPUR COLONY	69	69
138	SATPUR	SANKET INNOVATIONS P.V.T. L.T.D MIDC SATPUR	64	64
139	SATPUR	SANTOSHI MATA NAGAR MIDC SATPUR	48	60
140	SATPUR	SHEDAS PATE BALAJI ELECTRONICE ASHOK NAAR	244	265
141	SATPUR	BALWANT CHOWK SOMESHWAR COLONY	58	58
142	SATPUR	GULMOHAR COLONY	54	55
143	SATPUR	KALE MALA SOMESHWAR COLONY MIDC	46	46
144	SATPUR	KAMGAR NAGAR MAHATMA NAGAR	35	38
145	SATPUR	NIGAR MALA SOMESHWAR COLONY	13	13
146	SATPUR	SAI MANDIR DHRUV NAGAR SATPUR	33	35
147	SATPUR	SHOMESHVAR COLONY SATPUR	71	73
148	SATPUR	KALE NAGAR SATPUR	87	102
149	SATPUR	CHIKHLI ROAD PIMPLE GAON	53	53
150	SATPUR	GANESH NAGRI NAGRE CHOWK ASHOK NAGAR	66	67
151	SATPUR	SAKAL CIRCLE SATPUR	12	18
152	SATPUR	I.T.I SIGNAL M.I.D.C	21	21
153	SATPUR	MALAY SQUARE, SATPUR MIDC	45	45
154	SATPUR	MARUTI MANDIR PIMPALGAON	65	68
155	SATPUR	ROHIDAS CHOWK PRABUDH NAGAR	7	10
156	SATPUR	SAINATH CHOWK , RADHA KRUDHNA	42	45
157	SATPUR	SAINATH CHOWK	67	71
158	SATPUR	ASHTHA VINAYAK COLONY ASHOK NAGAR	44	49
159	SATPUR	SODAM DADA NAGARE PETI, PIMPAL GAON	40	40
160	SATPUR	VASALI ROAD, AMDAR PETI	27	27
161	SATPUR	VISHWAS NAGAR ASHOK NAGAR	95	108
162	SATPUR	73, CIPRA CO. SAMORT POINT,SATPUR MIDC	74	112
163	SATPUR	AMBEDKAR CHOWK	26	42
164	SATPUR	BSNL OFFICE SATPUR MIDC	42	42
165	SATPUR	DESH DOUT NEWS PAPER SATPUR MIDC	25	28
166	SATPUR	GORKASH NATHMALA SATPUR GOV.	117	117
167	SATPUR	PIPALGAV AMARDHAM	45	45
168	SATPUR	PIPPALGAV BAHULA KHURKHI ROAD	25	25
169	SATPUR	PRIMEER TOOTS	35	35
170	SATPUR	RADHA KRISHNA HOTEL, KUBERVADI, ITI	50	65
171	SATPUR	RATNADEEP SATPUR MIDC	56	56

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Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
172	SATPUR	DHRUV NAGAR	37	37
173	SATPUR	K.G.N. CHOWK	15	15
174	SATPUR	MALIWADA	80	83
175	SATPUR	AMBIKA SWITS SATPUR MAHENDRA CIRCLE	1	6
176	SATPUR	BANDAVNE MALA MALE VASTI SATPUR DADOBA ROAD	42	42
177	SATPUR	CHANDULAL SHAHA NAGAR KAMATWADE	31	35
178	SATPUR	CLUB HOUSE S-1 GROUND MIDC SATPUR	80	95
179	SATPUR	GANESH GHAT KAMATWADE	16	35
180	SATPUR	SANTOSH HOTEL SATPUR MIDC	77	77
181	SATPUR	SHAHU NAGAR SWAPNIL FOODS	25	28
182	SATPUR	SUYOG NAGAR KAMAGAR NAGAR	47	48
183	SATPUR	TDK COMPANY MIDC NEAR RELIANCE PETROL PUMP (IFCOS)	25	25
184	SATPUR	CHANAKAY NAGRI KATAWAN NAGRI	52	58
185	SATPUR	DHARMAJI COLONY-1	47	54
186	SATPUR	HANS NAGAR	30	33
187	SATPUR	SANTOSHI MATA MANDIR,VAJAN KATA	31	31
188	SATPUR	AHILYADEVI CHOWK SHIVAJI NAGAR SATPUR	86	91
189	SATPUR	AMBAR CHHAYA SOCIETY	38	40
190	SATPUR	ANAND VALI BUS STOP	13	13
191	SATPUR	INCOME TAX COLONY	81	98
192	SATPUR	KASHALYA FARM	65	65
193	SATPUR	LAKSHMI SWEETS SHIVSHAKTI CHOWK	92	114
194	SATPUR	MAHALAXMI PRO STORE	20	20
195	SATPUR	MOGAL NAGAR	31	39
196	SATPUR	NAVJEEVAN DAY SCHOOL	108	126
197	SATPUR	NERLEKAR CIRCLE	10	23
198	SATPUR	PATIL NAGAR GANGAPUR ROAD	20	20
199	SATPUR	RADHA SONA NAGAR HANUMAN MANDIR	37	38
200	SATPUR	SADGURU NAGAR	20	22
201	SATPUR	SAISHRUSTI ROW HOUSE	34	36
202	SATPUR	SALUNKE NAGAR VIDHATE MALA	51	53
203	SATPUR	SETU BHAVAN	40	53
204	SATPUR	SHRIRAM MEDICAL CHINCHOLE ROAD	27	27
205	SATPUR	SUKHAKARTA HOSPITAL	19	32
206	SATPUR	TROPICANA GANGAPUR ROAD	24	43
207	SATPUR	VAVRE NAGAR	68	94
208	SATPUR	VISHNU NAGAR	50	53
209	SATPUR	VRUNDAVAN COLLONY	21	21
Total			**11158**	**12382**

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Sr. No.	Division	Switching Point Name/ Area	No. of Pole	No. of Fixtures
1	Panchvati	Hirawadi Shiv Krupa Nagar	72	74
2	Panchvati	Panchavati Swaminarayan Nagar	36	36
3	Panchvati	Kailas Nagar Vaishnavi Nagar	54	53
4	Panchvati	Holi Chowk Adgaon Naka	67	69
5	Panchvati	Samarth Nagar Fule Nagar	54	41
6	Panchvati	Vijay Chouk Fule Nagar	90	93
7	Panchvati	Krushana Nagar More Mala	86	101
8	Panchvati	Talathi Colony	36	36
9	Panchvati	Datta Mandir	54	61
10	Panchvati	Dr.Nanadaheb Dharmadhikari Marg	27	54
11	Panchvati	Madhuban Umadarshan Socity	27	27
12	Panchvati	Mhasrul Road Pokaar Colony	90	90
13	Panchvati	Telangwadi Fule Nagar	72	55
14	Panchvati	Govind Mama Chowk Datta Nagar	68	63
15	Panchvati	Hirawadi Shakti Nagar	71	75
16	Panchvati	Kamal Nagar Hirawadi Panchvati	86	97
17	Panchvati	Jejurkar Mala	71	71
18	Panchvati	Digamber Nagar Amrutdham	51	40
19	Panchvati	Endraprastha Nagar Makhamalabad	75	72
20	Panchvati	Narayan Nagar Meri Road Highway	28	28
21	Panchvati	Hanuman Wadi	54	49
22	Panchvati	Mahalakshmi Nagar Hirawadi	36	37
23	Panchvati	Panchavati Peth Road Makhamalabad	36	36
24	Panchvati	Panchavati Mhada Colony Jatra Hotel	39	39
25	Panchvati	Panchavati Tapovan	81	81
26	Panchvati	Savtanagar , Vrundavan Nagar	80	74
27	Panchvati	Trimurti Nagar Hirawadi	36	36
28	Panchvati	Dattatyray Chowk	54	54
29	Panchvati	Panchavati Mhasrul Peth Road	36	36
30	Panchvati	Panchavati Sant Sawata Nagar	62	64
31	Panchvati	Panchavati Tapovan Aathavan Lawns	85	74
32	Panchvati	Panchavati Tapovan Chavhan Nagar	59	51
33	Panchvati	Gunjal Farm	36	33
34	Panchvati	Madhusudan Society	43	42
35	Panchvati	Radhakrushna Chowk Vrundavan Nagar	96	85
36	Panchvati	Ayodhya Nagar Meri Road	48	48
37	Panchvati	Ichamani Nagar Shivmudra Chowk	72	72
38	Panchvati	Kalaskar Nagar Meri Road	27	26
39	Panchvati	Mahalaxmi Nagar Jatra Hotel	75	75
40	Panchvati	Mane Nagar Mane Chowk	54	54
41	Panchvati	Mhashrul Swami Samarth Road	29	28
42	Panchvati	Shiv Nagar	54	41
43	Panchvati	Tapvan Nursery	21	21
44	Panchvati	Kamal Nagar	36	35
45	Panchvati	Sainagar	126	131

2090

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46	Panchvati	Panchavati Jatra Hotel Hero Garden	45	45
47	Panchvati	Panchavati Mahalaxmi Nagar Nagar	38	38
48	Panchvati	Krushna Udyaan Krushna Nagar	54	54
49	Panchvati	Panchavati Bamboos Resturant Jatra Hotel	52	52
50	Panchvati	Panchavati Makhamalabad Gaon Makhamalabad	45	45
51	Panchvati	Panchavati Maratha Nagar Pawar Mala	72	72
52	Panchvati	Panchavati Nandur Naka Jocky Nagar	36	90
53	Panchvati	Panchavati Vedh Nagar Peth Road	55	55
54	Panchvati	Dhanlakshmi Lwance Aurangabad Naka	36	112
55	Panchvati	Ashapura Soc.	41	42
56	Panchvati	Borgad Ujjwal Nagar	29	29
57	Panchvati	Hanuman Nagar	90	89
58	Panchvati	Janardhan Nagar Nandur Gaon	45	45
59	Panchvati	Ketki Society Masrul	59	61
60	Panchvati	Makhamalabad Goan	150	147
61	Panchvati	Makhamalabad Ganesh Mandir Mankar Nagar	72	67
62	Panchvati	Nandur Gaon Manpa School	72	74
63	Panchvati	Rto Office-Samarth Nagar	36	36
64	Panchvati	Hanuman Chowk	48	48
65	Panchvati	Pratik Society Krushna Nagar	54	56
66	Panchvati	Sai Krupa Hospital Makhamalabaad Rto	117	124
67	Panchvati	Hanuman Nagar Pingale Mala Makhamalabaad	67	65
68	Panchvati	Ramkrushana Nagar	90	90
69	Panchvati	Panchavati Avtar Point Suryawanshi Marg Mhasrul	72	72
70	Panchvati	Panchavati Sanai Bangala Dattatray Nagar	81	80
71	Panchvati	Panchavati Shree Swami Samarth Nagar Aurangabad Road	51	51
72	Panchvati	Panchavati Shiv Swami Nagar Front Of Orian Apartment	76	78
73	Panchvati	Panchavati Nimse Bangla Nandur Naka	26	100
74	Panchvati	Nilgiri Bagh	11	42
75	Panchvati	Chaudhari Mala Profressor Colony	54	54
76	Panchvati	Tarawala Nagar Peth Rd	19	19
77	Panchvati	Panchavati Konark Nagar Police Station Jatra Hotel Road	54	108
78	Panchvati	Ganesh Colony/Makhmalabad	40	38
79	Panchvati	Om Niwas Soc. Jatra Hotel Rd Adgoan	14	13
80	Panchvati	Rto Office Peth Rd	24	45
81	Panchvati	Swami Vivekanad Nagar Water Tank	45	45
82	Panchvati	Tapovan Kewadiwan	19	19
83	Panchvati	Mvp Medical Collage Link Rd Dusing Mala	40	40
84	Panchvati	Harshawardhan Parisar/Makhmalabad Naka	78	78
85	Panchvati	Panchavati Swami Vivekanand Nagar Makhamalabad	54	54
86	Panchvati	Raut Vasti Met Collage Adgaon	44	44
87	Panchvati	Vrundavan Colony Pethroad	68	68
88	Panchvati	Shivtej Nagar Peth Road	36	36
89	Panchvati	Shree Ram Nagar Borgad Mhasurul	116	91
90	Panchvati	Aadharsh Nagar	27	27
91	Panchvati	Panchavati Rohini Nagar Peth Road	67	76
92	Panchvati	Panchavati Adgaon Road Shanti Nagar	54	55

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(2093)

93	Panchvati	Panchavati Gangapur Road Makhamalabad	38	38
94	Panchvati	Police Head Quatar Near Med.College Adgaon Naka	30	30
95	Panchvati	Ambika Nagar Peth Rd	27	41
96	Panchvati	Shree Swami Samarth Kendra Road Janata Raja	38	38
97	Panchvati	Manur Goan , Chatrapati Nagar	126	126
98	Panchvati	Saidham Kajigadi Old Nashik	186	186
99	Panchvati	Panchavti Mahalaxmi Mandir Mhasrul Makhamalabad	27	27
100	Panchvati	Panchavati Ganesh Colony Makhamalabad	40	37
101	Panchvati	Panchavati Saptrang Socity Peth Road	36	36
102	Panchvati	Harshwardhan Parisar Makhamalabad Naka	78	78
103	Panchvati	Aavtor Point/Bhaskar Society Rto	75	75
104	Panchvati	Juna Janori Road /Aagoan	65	65
105	Panchvati	Balkrushna Nagar/Peth Road	64	70
106	Panchvati	Maruti Mandir Stand Adgaon	81	81
107	Panchvati	Deviwagheshwary Nagar Makhamala	11	9
108	Panchvati	Omkar Nagar Peth Road	126	126
109	Panchvati	Raut Wasti Rd Met College	45	45
110	Panchvati	Banker Point Borgad	56	56
111	Panchvati	Borgad/Sambhavaji Nagar	90	90
112	Panchvati	Panchavati/Gulmohar Nagar	33	33
113	Panchvati	Aadgoan / Bhagur Road/ Hanuman Mandir	47	47
114	Panchvati	Lendi Nala Road / Aadgoan	48	48
115	Panchvati	Ghadge Nagar/Makhmalabad Road	35	35
116	Panchvati	Panchavati Kakasaheb Devdas Marg Kakasaheb Collage	79	91
117	Panchvati	Panchavati Madsangavi Road Adgaon	76	76
118	Panchvati	Shri Ram Nagar Mhasrul Borgad	116	88
119	Panchvati	Panchavati Rajya Kalyani Socity Peth Road	46	46
120	Panchvati	Samarth Nagar Rto , Anusaya Nagar	90	0
121	Panchvati	Sneha Nagar Peth Road	79	79
122	Panchvati	Gram Panchayat Matori	43	46
123	Panchvati	Mhasrul Link Road	18	18
124	Panchvati	Peth Road Ganpati Mandir	27	54
125	Panchvati	Borgad Prabhat Nagar Banker Point	42	42
126	Panchvati	Ujjwal Nagar/ Borgad	48	48
127	Panchvati	Sayyad Pimpri Road Shinde Mala	36	36
128	Panchvati	Chandrakant Gas Godown Makhmalabad Road	89	89
129	Panchvati	Thorat Mala Behind N.M.C School Makhmalabad Road	39	38
130	Panchvati	Kala Nagar Indira Nagar	92	90
131	Panchvati	Panchavati Beside Of Mirchi Hotel Dk Nagar	47	57
132	Panchvati	Panchavati Gangapur Cyanol Road Makhamalabad	65	64
133	Panchvati	Panchavati Peth Road Tawali Fhata Rau Hotel	69	69
134	Panchvati	Rudra Farm Pawar Mala	72	72
135	Panchvati	Sai Nagar,Aayodhya Nagar ,Satyang Colony	180	194
136	Panchvati	Peth Road / Meghraj Bakery	60	57
137	Panchvati	Mahadev Colony Makhmalabad Road	32	32
138	Panchvati	Peth Road / Rajmanya Society	36	36
139	Panchvati	Mahada Colony	52	53

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140	Panchvati	Shri Ram Chandra Nagar (Dindori)	69	67
141	Panchvati	Panchavati Shanti Nagar Makhamalabad Road	139	144
142	Panchvati	Peth Road / Near N.M.C. Office	36	35
143	Panchvati	Dushing Vasti / Mhasrul Vasti / Adgoan	45	45
144	Panchvati	Panchavati Nisrg Nagar Dindori Road	76	71
145	Panchvati	Shinde Bhor Vasti / Adgoan	40	40
146	Panchvati	Kalanagar Lane No. 1	33	33
147	Panchvati	Pvt/ Vaidya Wadi / Mhasrul	51	51
148	Panchvati	Jian Mandir Flora / Adgoan	40	30
149	Panchvati	Malode Vasti / Adgoan	47	47
150	Panchvati	Behind Of Adiwasi Samaj Kalyan Office	72	39
151	Panchvati	Shree Ram Hall Sainagar Amrutdham	180	145
152	Panchvati	Vardvinayak Mandir / Near K.K. Wagh College / Bali Mandir	112	112
153	Panchvati	Pvt / Vrundawan Colony Peth Road	111	111
154	Panchvati	Panchavati Gayatri Nagar Rto Corner	66	57
155	Panchvati	Mhada Colony Lane No.1	45	43
156	Panchvati	Juna Bhagur Road / Adgoan	38	38
157	Panchvati	Amrut Udyan Tauli Fata	100	102
158	Panchvati	Vidya Nagar Makhamalabad Road	90	90
159	Panchvati	Ghadge Nagar Makhamalabad Road	54	54
160	Panchvati	Chandshi Arjun Nagar	108	133
161	Panchvati	Panchavati Madake Wadi Panchkrushna Lawns Adgaon	65	65
162	Panchvati	Panchavati Ganpati Mandir Konark Nagar Adgaon	42	42
163	Panchvati	Nanawali Darbar Road Nashik	80	80
164	Panchvati	Pvt/Shivaji Chowk / Adgoan	44	44
165	Panchvati	Tarawala Signal To Peth Link Road	19	19
166	Panchvati	Panchavati Shivaji Chouk Amar Dham	54	54
167	Panchvati	Gulmohar Nagar Mhasrul Police Chowki	31	31
168	Panchvati	Panchavati Smashan Bhumi Road Mhasrul	54	54
169	Panchvati	Mehta Farm Mhasrul Adgaon	18	18
170	Panchvati	Panchavati Uday Nagar Makhamalabad Road	46	46
171	Panchvati	Wadala Naka Khureshi Nagar Nashik	86	91
172	Panchvati	Rama Hotel Dindori Road	57	57
173	Panchvati	Nath Krupa Lawns Dindori Road	50	50
174	Panchvati	Panchavati Swami Samarth Nagar Makhamalabad Road	80	83
175	Panchvati	Godavari Hotel Mhasrul Dindori Road	45	45
176	Panchvati	Panchavati Nandanvan Chandshi	68	67
177	Panchvati	Adgaon Shiwar Datta Mandir	40	40
178	Panchvati	Panchavati Samarth Nagar Makhamalabad Link Road	30	30
179	Panchvati	Dindori Road	18	37
180	Panchvati	Shiv Samarth Nagar Rto	28	28
181	Panchvati	Godavari Lawns Pawar Mala	54	54
182	Panchvati	Raut Mala Dhatrak Fata	96	75
183	Panchvati	Suraywanshi Mala Mhasrul Gaon	57	30
184	Panchvati	Panchavati Fule Nagar Samrat Nagar	113	110
185	Panchvati	Pvt/Hero Garden/ Opp.Jatra Garden	60	60
186	Panchvati	Ganesh Nagar Rto Corner	34	35

187	Panchvati	Matru Darshan Soc (2090)	25	35
188	Panchvati	Omkar Farm Mhasrul Adgaon Road	60	54
189	Panchvati	Sarasvati Nagar Adgaon	31	32
190	Panchvati	Swami Janaradhan Nagar Shinde Nagar Kumawat Nagar	51	53
191	Panchvati	Shivaji Chowk Mhasrul Take	18	24
192	Panchvati	Tamboli Nagar	36	37
193	Panchvati	Takle Nagar Shree Krushan Nagar	36	37
194	Panchvati	Vijay Nagar Adgaon Naka	67	69
195	Panchvati	Panchavati Ramwadi Road	90	129
196	Panchvati	Bahinabai College Hotel Sai	36	36
197	Panchvati	Panchavati Kunj Vihar Colony Hirawadi	36	36
198	Panchvati	Pvt/ Ramwadi/Adarsh Nagar / Koushalya Nagar Road	90	89
199	Panchvati	Fule Nagar / Navnath Nagar	49	49
200	Panchvati	Jatra Hotel /Shree Kantimani Vihar /Jain Temple	36	36
201	Panchvati	Pvt/Taraval Nagar Raod To Ayodhya Nagar	60	58
202	Panchvati	Pvt/Tapovan	36	58
203	Panchvati	Pvt/Konark Nagr/Behind Jatra Side	100	98
204	Panchvati	Pvt/Aurangabad Naka To Mirchi Hotel/Adgoan	36	144
205	Panchvati	Ekta Nagar Borgad Front Of Sai Bhakt Apartment	84	84
206	Panchvati	Konark Nagar Jatra Hotel	161	157
207	Panchvati	Pvt/Hirawadi Raod/Om Nagar	36	35
208	Panchvati	Panchavati Konark Nagar Jatra Hotel	63	62
209	Panchvati	Omkar Nagar Rto Corner	35	36
210	Panchvati	Pvt/Gaund Wadi/Laxsheman Nagar/Fule Nagar	90	75
211	Panchvati	Godavari River Godavari Road	36	26
212	Panchvati	Pvt/Adgaon Medical Collage	48	48
213	Panchvati	Audumbar Nagar	48	49
214	Panchvati	Pvt/Pokar Colony/Rto Corner	80	55
215	Panchvati	Vadane Colony Mhasrul	27	27
216	Panchvati	Kumavat Nagar Shinde Nagar	36	34
217	Panchvati	Nilagiri Baug Kailas Nagar	29	27
218	Panchvati	Hira Wadi Dharmadhikari Marg	36	36
219	Panchvati	Pvt/ Lamkhede Mala	54	43
220	Panchvati	Panchavati Seeta Gufa Kalaram Mandir	85	84
221	Panchvati	Trimurti Nagar Bappa Sitaram Marg	54	55
222	Panchvati	Dindori Road Gajpanth Nagar	18	36
223	Panchvati	Pvt/Pawar Mala	54	54
224	Panchvati	Saraswati Nagar	43	43
225	Panchvati	Panchavati Pawar Mala	36	36
226	Panchvati	Bhagwati Nagar To Tarawal Nagar Road	108	59
227	Panchvati	Sharyu Nagar	36	36
228	Panchvati	Ujjawal Nagar Borgad	29	29
229	Panchvati	Lamkade Mala Tarawala Nagar	20	13
230	Panchvati	Shree Ram Nagar Garden Dindori Road	90	55
231	Panchvati	Lamkade Mala Pulasti Soc.	21	16
232	Panchvati	Amrutdham Near/Mambai Agra Highway	25	29
233	Panchvati	Dindori Road Police Chowki	54	46

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234	Panchvati	Dhanlaxshme Tower/Omkar Nagar/Near Lamkheda Mala	72	47
235	Panchvati	Panchavati Samrth Nagar Jatra Hotel	31	32
236	Panchvati	Panchavati Sumati Socity Raka Colony	62	73
237	Panchvati	Panchavati Janardhan Swami Math Aurangabad Naka	17	68
238	Panchvati	Panchavati Sushila Nagar	54	54
239	Panchvati	Rau Hotel Makhamalabad Road	18	18
240	Panchvati	Panchavati Dhatrak Nagar Karmyogi Nagar	8	8
241	Panchvati	Swami Nagar Rto	36	38
242	Panchvati	Near Mahadev Mandir Pawar Mala	18	19
243	Panchvati	Goraksh Nagar Garden	12	16
244	Panchvati	Pvt/Vajreshwari Zopadpatti /Near Tarawal Nagar	65	20
245	Panchvati	Pvt/Saptshrungi Mala/Lamkhede Mala	41	27
246	Panchvati	Dhanlaxshme Tower/Omkar Nagar/Near Lamkheda Mala	72	47
247	Panchvati	Adgaon Rokade Vasti	67	63
248	Panchvati	Lokdhara Socity 2 / Konark Nagar	20	20
249	Panchvati	Tadge Vasti-Makhamalabad	54	54
250	Panchvati	Lokdhara Socity 1 / Konark Nagar	36	13
251	Panchvati	Gamane Mala Makhamalabad Road	24	24
252	Panchvati	Ganesh Market Road / Vrundavan Nagar	75	72
253	Panchvati	Gajanan Colony-Kranti Nagar / Makhamalabad Road	61	52
254	Panchvati	Sawta Mali Nagar / K.K.Wagh Collage	29	30
255	Panchvati	More Mala Uday Colony Makhamalabad Road	36	37
256	Panchvati	Pvt/Mama Mungi Mangal Karyalay / Raload Family Resturent	10	11
257	Panchvati	More Mala Uday Colony Makhamalabad Road	36	37
258	Panchvati	Pvt/Krushana Nagar More Mala	86	101
259	Panchavti	Durga Nagar Water Tank	35	39
260	Panchavti	Bus Stop Makhmalabad	43	49
261	Panchavti	Ramchandar Colony	71	82
262	Panchavti	Shreenath Mariage Home Dindori Rd	51	51
263	Panchavti	Mamamala Makhmalabad	40	40
264	Panchavti	Purshotam Villa Makhmalabad	52	52
265	Panchavti	Sidhivinayak Store	49	50
266	Panchavti	Dindorird Dabhade Jewrals	43	63
267	Panchavti	Martori Rd Makhmalabad	35	36
268	Panchavti	Vithai Nagar	45	47
269	Panchavti	Mhasrul Police Station	20	40
270	Panchavti	Guru Hanuman Nagar , Suraj Kakad Mala	40	40
271	Panchavti	Mankar Mala Pathan Line	21	21
272	Panchavti	Prasad Nagar	65	65
273	Panchavti	Gopiwadi	40	42
274	Panchavti	Sanjay Padewar Canal Rd	40	40
275	Panchavti	Water Tank Borgad	17	23
276	Panchavti	Ghosi Nala	56	56
277	Panchavti	Ahsaram Bapu Brigde	36	69
278	Panchavti	Ghandhar Wadi	14	14
279	Panchavti	Umadrashan Kala Nagar	26	26
280	Panchavti	Adharsh Nagar	22	22
281	Panchavti	Prabhat Nagar	39	39
282	Panchavti	Pushpak Nagar	41	41
283	Panchavti	Rau Chowk	23	37

2020

284	Panchavti	Omkar Nagar	127	131
285	Panchavti	Suryavanish Rd	59	59
286	Panchavti	Shivtej Nagar	49	51
287	Panchavti	Veduwadi	91	91
288	Panchavti	Mhasrul Gaon	92	92
289	Panchavti	Kakasaheb Devdas Marg	96	96
290	Panchavti	Mehta Farm	30	30
291	Panchavti	Aurangabad Rd	42	128
292	Panchavti	Goraksh Nagar	29	43
293	Panchavti	Aurangabad Rd	39	111
294	Panchavti	Rajbihari Link Rd	34	35
295	Panchavti	Goraksh Nagar	43	51
296	Panchavti	Nandur Naka	122	128
297	Panchavti	Vetalbaba Mandir Aurangabad Rd	59	162
298	Panchavti	Shankar Nagar	24	26
299	Panchavti	Ram Nagar	15	15
300	Panchavti	Vrundavan Colony	114	118
301	Panchavti	Ved Colony	27	27
302	Panchavti	Nandur Naka Aurangabad	18	42
303	Panchavti	Suryavanish Nagar	45	45
304	Panchavti	Gulmohar Colony	144	153
305	Panchavti	Mahaveer Clg	69	69
306	Panchavti	Mhasrul Adgoan Rd Omkar Farm	53	53
307	Panchavti	Vijay Nagar Dindori Rd	46	51
308	Panchavti	Mahanagarpalika Kama Peth Rd	53	53
309	Panchavti	Girrani Phata Peth Rd	38	38
310	Panchavti	Amritvan Udyaan Peth Rd	116	117
311	Panchavti	Karbharishinde	31	31
312	Panchavti	Mhasrul Alandi Rd	28	28
313	Panchavti	Mauli Devsthan	35	35
314	Panchavti	Nisarg Rowhouse	41	41
315	Panchavti	Rajmanya Soc. Peth Rd	36	36
316	Panchavti	Sidhivinayak Nagar	10	10
317	Panchavti	Balkrushn Nagar	57	57
318	Panchavti	Swamivivekanad Nagar	74	74
319	Panchavti	Anandidham Soc.	89	89
320	Panchavti	Pingle Colony	11	11
321	Panchavti	Pingle Malamakhmalabad Rd	76	76
322	Panchavti	Ashwamegh Nagar	97	97
323	Panchavti	Geetganga Soc.	56	56
324	Panchavti	Gamhe Mala	24	24
325	Panchavti	Ganesh Colony Cancer Hospital	43	43
326	Panchavti	Sahara Nagar	29	29
327	Panchavti	Ramkrushn Nagar	50	50
328	Panchavti	Karishma Apt.	125	125
329	Panchavti	Swami Nagar Makhmalkabad	59	59
330	Panchavti	Koliwada Makhmalabad Rd	65	65
331	Panchavti	Sahara Nagar Rd	30	30
332	Panchavti	Makhmalabad Goan	178	178
333	Panchavti	Mali Nursary Makhmalabad Goan	34	34
334	Panchavti	Dindori Rd	19	38
335	Panchavti	Wardai Mata Nagar	80	80
336	Panchavti	Archana Industry Sawarkar Nagar	105	105

2022

337	Panchavti	Amardham Devi Mandir 2023	41	41
338	Panchavti	Gayatri Nagar Pokar Nagar	109	109
339	Panchavti	Ajeet Tadge Vasti	16	16
340	Panchavti	Dindori Rd	6	12
341	Panchavti	Jam0Ohar Matori Rd	33	33
342	Panchavti	Nisarg Nagar	69	69
343	Panchavti	Shivsamarth Nagar Durga Nagar	73	74
344	Panchavti	Dharmbakhti Resendency	27	54
345	Panchavti	Karn Nagar	56	56
346	Panchavti	Gangawadi Rd Mali Baba	56	56
347	Panchavti	Aaradhya Nagar Banglow	50	50
348	Panchavti	Atharv Soc.	20	20
349	Panchavti	Ganesh Nagar Gangawadi Rd	22	22
350	Panchavti	Canal Rd Tanaji Pingle	62	62
351	Panchavti	Vadhe Colony	117	117
352	Panchavti	Pragati Nagar	27	36
353	Panchavti	Hirawadi Shakti Nagar	75	75
354	Panchavti	Madhuban Umadrashan Soc.	27	27
355	Panchavti	Kailas Nagar	54	54
356	Panchavti	001 Shirsagar Colony Hirawadi Rd	59	59
357	Panchavti	Kailas Nagar -2	24	24
358	Panchavti	Vijay Chouk Fule Nagar	93	93
359	Panchavti	Krushana Nagar More Mala	101	101
Total			**19825**	**20451**

2022

(2024)

TP LUMINAIRE

TPLL-NMC-SC/08-034 **Date: 28/12/2019**

To,
Executive Engineer,
Nashik Municipal Corporation.
Nashik

Kind Attn: Sh. Devendra Vanmali (E.E. - Electrical)

Subject: Submission of Operation Plan (submitted on email on 13/11/2019)

Reference-

1. Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system.
2. TPLL-NMC-SC/08-009 Dated 23/10/2019
3. Email Submission of 13/11/2019

Dear Sir,

With reference to the subject mentioned above, we hereby submit the revised operation plan for Nasik Smart lighting Project. The email submission for the same has been done on 13th Nov 2019. The submission in hard copy is for reference purpose only.

This is for your information.

For TP Luminaries Pvt. Ltd

Authorized Signatory

TP Luminaires Pvt Ltd * Nashik Project *

विद्युत विभाग
आवक नं. १८७७
दिनांक 30 12 19

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

2022

Nasik Smart City Street light Project Zero Date: LOI Date, 16/9/2019

Project Duration-244 Days

Project closure date: 20th May 2020

Division-Nashik East,Nashik West,New Nashik,Nashik Road,Panchvati,Satpur

S. No.	Division	Tasks	Major Dependency	CCMS Panel	Light Fittings Nos.	Start Date	End Date	Days
		Project work for Replacement of Light(400w/250w/150w/110w/70w/60w/T-5) &		1840	92014	23-Sep-19	20-May-20	244
1		Resource Moblization at NMC Site by TATA PROJECTS LIMITED				23-Sep-19	7-Oct-19	14
2		Safety training to resources				23-Sep-19	21-Oct-19	28
3		Survey of blank pole & report submission to NMC for asset deficiency upgradation if required			5680	30-Sep-19	7-Oct-19	7
4		Infra improvement of blank poles if required to be done by NMC			5680	7-Oct-19	21-Oct-19	14
5		Factory inspection call, testing, approval by NMC before dispatch			5680	10-Oct-19	10-Oct-19	1
6		Dispatch of luminaires	Factory inspection		5680	14-Oct-19	21-Oct-19	7
7		Delivery of Luminaires	Factory inspection		5680	14-Oct-19	21-Oct-19	7
8		Installation on blank poles with New LED Luminaries	Delivery of Fixtures by BEL		5680	21-Oct-19	15-Nov-19	25
9		Arrangement of lineman by NMC during survey of poles			92014	21-Oct-19	15-Nov-19	25
10		Survey of balance qty of fixtures	Lineman availibility of	1840	92014	30-Sep-19	22-Nov-19	53
11		Submission of weekly asset deficiency report alongwith back up Survey Report to NMC	Completion of Survey reports	1840	92014	7-Oct-19	28-Nov-19	52
12		Verification of the survey reports & Infra improvement in line with survey findings by NMC	Submission of Deficiency			14-Oct-19	30-Dec-19	77
13		Redesigning/ load balancing of switching points by NMC/MSEDCL as per survey findings.	Submission of Survey Reports			2-Dec-19	6-Jan-20	35
14		Separation of any other connected load other than NMC Specific Streetlight or Highmast load				2-Dec-19	6-Jan-20	35
15		Number Marking of poles and CCMS panels	Survey Completion	1840	80685	28-Oct-19	26-Jan-20	90
16		Submission of Bajaj data sheets/test report/panel diagrams to NMC		1840	92014	30-Sep-19	7-Oct-19	7
17		submission of BEL design architecture including details on comm network & cloud platform				30-Sep-19	14-Oct-19	14
18		Factory inspection call, testing, approval from NMC for pending luminaires	Approval from Client on Final	1840	0	15-Nov-19	15-Nov-19	1
19		Dispatch of luminaires	Factory inspection			16-Nov-19	6-Apr-20	142
20		Delivery of Luminaires	Factory inspection		86334	16-Nov-19	6-Apr-20	161
21		Verification by TPL on infra improvement/earthing in place by NMC	Deficiency rectification by		92014	21-Oct-19	31-Mar-20	162
22		Replacement of Existing Conventional Luminaries with New LED Luminaries	Deficiency rectification by		86334	16-Nov-19	30-Apr-20	166
23		Delivery of CCMS Panels	Factory inspection		1840	6-Jan-20	31-Mar-20	85
24		Installation of new CCMS Panels	Delivery of Panels		1840	8-Jan-20	30-Apr-20	113
25		Commissioning of CCMS panels	Installation of CCMS Panels			8-Jan-20	30-Apr-20	113
26		Providing space for command & control centre by NMC				25-Nov-19	16-Dec-19	28
27		Setting up command & control centre by TPL				25-Nov-19	16-Dec-19	28
28		Setting up of 24*7 centralised help desk				25-Nov-19	16-Dec-19	28
29		Sertting up of cloud based CSLMS	Commissioning of CCMS			25-Nov-19	16-Dec-19	28
30		Alert monitoring & monthly reporting				4-Nov-19	13-Apr-20	161
31		Signing off of Joint Measurement Sheet by TPL/NMC/TPEA				10-Dec-19	18-May-20	160
32		Operation & Maintenance						
33		Submission of Invoice						
34		Payment by NMC						

2021

2025

TP LUMINAIRE

TPLL-NMC-SC/08-0033 **Date: 28/12/2019**

To,
Executive Engineer,
Nasik Municipal Corporation.
Nasik

Kind Attn: Sh.DevendraVanmali (E.E. - Electrical)

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system.**Street Light InfraDeficiency clearance.**

Reference-

1. Meeting held at Hon' Municipal commissioner office on 26th Nov 2019.

Dear Sir,

With respect to the above mentioned subject, and meeting held under Hon'bleCommissioner NMC in their office on 26th Nov 2019, it was instructed us for installation of 25000 nos. of LEDs by December End and TPLL will get full support from NMC by clearing Infra Deficiency on urgent basis.We would like to inform your good office that on good faith, we mobilized Second Installation Contractor to speed up and complete the work on schedule.

Further to update, We have submitted Pole Survey report of more than 75000 Nos.and Poles where Infra Deficiency are urgently required to be rectified are in excess of 25000 Nos(app.)Where as, as on date we had received clearance of 4000 nos. of Poles after proper rectification work is being completed by NMC Contractors.

Thus we request your intervention so that we timely get work front for installation and completing the work as per instructions of Hon'ble Commissioner Sir, as any delay in providing us front will lead to idle manpower and machinery and delay in delivery of work from our end.

Assuring our Best of Services at all the Times.

विद्युत विभाग
आवक नं. ...9506
दिनांक- 30/12/2019

For TP LuminariesPvt. Ltd

TP Luminaires Pvt Ltd Nashik Project

Authorized Signatory

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mahindra Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
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CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

2030

2039

नाशिक महानगरपालिका,नाशिक
जा.क्र./विद्युत/वशि/ 08 /२०२०
दिनांक: 02/ 01 /२०२०
NMC/ELECMECH/OUT/2020/

प्रति,
उप अभियंता(विद्युत),
पंचवटी / नाशिक पश्चिम विभाग,
नाशिक महानगरपालिका,नाशिक.

विषय : नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबात.
संदर्भ : १) आपले पत्र दि.२९/०८/२०१९
२) आपले पत्र दि.३०/१२/२०१९

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे या कामाची संपुर्ण नस्ती (Soft Copy) सोबत जोडली आहे. सदरच्या कॉपीमध्ये मुळ टिपणी, RFP, निविदा अटी-शर्ती, करारनामा, कार्यादेश इत्यादी तसेच सर्वच कागदपत्रांच्या सॉफ्ट कॉपी आहेत.

आपल्या आवश्यकतेप्रमाणे त्याच्या प्रती पंचवटी व नाशिक पश्चिम विभागीय कार्यालय इत्यादी ठिकाणी कामकाजासाठी वापर करावा तसेच प्रकल्प लवकरात लवकर पुर्ण होणेसाठी आवश्यक कार्यवाही करावी.

१/१/२०२०
कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका,नाशिक

प्रत माहितीस्तव सादर :
मा.अधिक्षक अभियंता (वि.- यां.)

2032

2033

नाशिक महानगरपालिका,नाशिक
जा.क्र./विद्युत/वशि/ /२०१९
दिनांक: 30/ 12/२०१९

प्रति,
मा.कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक.

विषय : नाशिक शहरात लावणेत येत असलेल्या एल.ई.डी. फिटींग बाबत..
संदर्भ : मा.श्री.गजानन शेलार नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी मनपा नाशिक यांचे पत्र क्र.८० डिसेंबर २०१९.

महोदय,

नाशिक शहरात टाटा पॉवर लिमीटेड मार्फत एल.ई.डी. फिटींग लावणेत येत असून सदर बाबत उपरोक्त संदर्भानुसार मा.श्री.गजानन शेलार नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी मनपा नाशिक यांनी लेखी पत्राव्दारे, नाशिक शहरात लावणेत येत असलेल्या एल.ई.डी. फिटींगच्या मंजूर झालेल्या टेंडरची व त्याअनुशंगाने झालेल्या कराराची प्रत मिळणे बाबत मागणी केलेली आहे. त्याचप्रमाणे प्रत्यक्ष काम करते वेळेस आवश्यकता असल्याने उप अभियंता(पंचवटी/नाशिक पश्चिम) करीता मी देखील यापुर्वी मागणी केलेली आहे. अद्याप मला देखील प्रत मिळालेली नाही. त्यामुळे मा.सदस्य यांना माहिती देता येत नाही. तरी कृपया उप अभियंता(पंचवटी/नाशिक पश्चिम) करीता व मा.सदस्यांना देणेकरीता असे दोन सेट मिळणेस विनंती आहे.

उप अभियंता(पंचवटी/नाशिक पश्चिम)
30/12/2019
नाशिक महानगरपालिका,नाशिक

श्री भोकले
सचिव प्रत
उपलब्ध करुन द्यावी
31/12/19

2038

2039

दि. २९/ ८/ २०१९

प्रति,
मा.कार्यकारी अभियता (वि.)
मनपा नाशिक.

विषय :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

नाशिक शहरात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प स्ट्रीट लाईट प्रकल्प राबविणे बाबत काल कामाचे नियोजना संदर्भात चर्चा झाली. त्याअनुषंगाने सदर कामाचा कार्यादेश, करारनामा, निविदा अटीशर्ती इत्यादी कागदपत्रांच्या छायांकित प्रती,नाशिक पश्चिम विभाग व पंचवटी विभाग करीता असे दोन विभागाकरिता स्वतंत्ररित्या मिळाल्यास त्याप्रमाणे कामकाज करणे योग्य होईल.

आपला विश्वासू

उप अभियंता(विद्युत)
पंचवटी व पश्चिम विभाग
नाशिक मनपा, नाशिक

विद्युत विभाग
आवक नं. ...१०३९
दिनांक- २९/ ८/२०१९

29/8/19

2038

প্রোফেসর লাইব্রেরী

शेलारं गजानन दामोदर

नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक
माजी शहर जिल्हा अध्यक्ष राष्ट्रवादी काँग्रेस पार्टी, नाशिक
सदस्य : नामको बँक, नाशिक

निवास :
३२५४, कमोद रोड, बागवानपुरा,
नाशिक ४२२ ००१
निवास : ०२५३-२५९७९९७

जा. क्र.: ३८ दिनांक : २८/६/२०१८

प्रति,
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

गुरुमितसिंग बग्गा
नगरसेवक, मनपा नाशिक

गजानन दामोदर शेलार
गटनेता राष्ट्रवादी काँग्रेस पक्ष,मनपा

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

विद्युत विभाग
आवक - ३०१
दिनांक-२९/६/२०१९

EE (Electrical)
29/6/19

Dy E (East)
1/7/2019

Mohapatra, Ayushman

From: Amol Nisal <amolnisal@tataprojects.com>
Sent: Monday, December 30, 2019 12:48 PM
To: Project Coordinator
Cc: Mohapatra, Ayushman; Sodhani, Shubham; Abhishek Das
Subject: FW: Nashik Smart Lighting project - BEL
Attachments: BEL_Letter_Controls descope_23.12.2019.pdf

Hi Shubham/Ayushman,
As discussed forwarding you the email sent to NMC for your information.
Regards,

From: Abhishek Das <abhishekdas@tataprojects.com>
Sent: Tuesday, December 24, 2019 5:46 PM
To: ee_electrical@nmc.gov.in
Cc: se_mech@nmc.gov.in; Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>; Rajendra Inani <rajendrai@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Subject: Fwd: Nashik Smart Lighting project - BEL

Dear Sir,

Kindly refer today's discussion at NMC premises regarding the descoping of Lighting Controls from Bajaj Electricals Limited for Nashik Smart Street Lighting project .

Please find attached letter sent to M/s Bajaj Electricals Limited from Tata Projects Limited.

As discussed ,we are going ahead with the demonstration of the alternate vendor on 30th December . Post your approval we will start deployment of their services for the smart controls in Nashik .

Sincere Regards,

Abhishek Das

Get Outlook for Android

From: Sumit Raina <sumitr@tataprojects.com>
Sent: Monday, 23 December, 2019, 7:26 PM
To: Milind Nagraj; amit.bhalla@bajajelectricals.com
Cc: Amitava Chakraborty; Amol Nisal; Sachin Tandon; Abhishek Das; Viral Parekh; Rajendra Inani; Sugato Mukherjee; Bhagade – Adit Suchita; LUM Circle Head North & West (Rahul Mahanoori); Shakti Leekha; Manu Bhardwaj
Subject: Nashik Smart Lighting project - BEL

Dear All

With reference to the Nashik Smart Lighting Project, Please find enclosed the Communication regarding de-scoping of the Controls from M/s Bajaj Electricals Ltd

Best Regards,

Sumit Raina
Manager - SCM
TATA Projects Ltd.
B - 304 | 3rd Floor |Delphi | Orchard Avenue |
Hiranandani Gardens |
Powai | Mumbai - 400076 |India |
Dir : 022-68473005
Mob : +91 8879776898
Email: sumitr@tataprojects.com
Website: www.tataprojects.com

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Scanned by CamScanner

सलिम (मामा) शेख

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

प्रति,
जा. क्र. मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

दिनांक : २८/६/२०१९

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

आपले स्नेहांकीत
NKBodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२) मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३) अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४) कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

pl. Put up

EE (Electrical)
29/6/19

आव. १०३
दिनांक-२९/६/२०१९

Dy (East)
1/7/2019

9092

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. १४ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

जा. क्र. : प्रति,

दिनांक : 1/7/2019

मा. आयुक्त साो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

२..

उपमनिपंता (पुर्व)
Pl. discuss & put up
1/7/2019

विद्युत विभाग
आवक नं. १०६
दिनांक- १/७/२०१९

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपली विश्वासू

सेमन समिना शोएब
नगरसेविका, प्रभाग क्र. १४ (ब)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक
२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक
३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४. कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशिक

95 विद्युत पुर्वि.

(1694)

NMC/AUDIT/OWL/2019/ ~~576~~ 601
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र/मुलेप/वशि/डेस्क- 11/1066/19
दिनांक:- 2 / 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. गजानन दामोदर शेलार नगरसेवक तथा गटनेता राष्ट्रवादी क्राँग्रेस पक्ष मनपा यांचे दिनांक 28/6/2019 रोजीचे पत्र.

महोदय,

उपरोक्त संदर्भिय विषयात नमुद केल्या प्रमाणे सदरचा विषय आपल्या विभागाशी संबधित असल्याने पत्रात नमुद केलेल्या बाबीबाबत करण्यात आलेल्या कार्यवाहीची माहिती मा. नगरसेवक, तथा गटनेता राष्ट्रवादी क्राँग्रेस पक्ष मनपा यांना कळविण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ...७६०
दिनांक- २/७/२०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. गजानन दामोदर शेलार नगरसेवक,
तथा गटनेता राष्ट्रवादी क्राँग्रेस पक्ष मनपा
नाशिक महानगरपालिका, नाशिक.

Dy Engr (East)
Discussed in House.
Take legal opinion
from NMC Empanelled
Lawer / advocate
21/7/2019

1717 967

शेलार गजानन दामोदर

नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक
माजी शहर जिल्हा अध्यक्ष राष्ट्रवादी काँग्रेस पार्टी, नाशिक
सदस्य : नामको बँक, नाशिक

निवास :
३२५४, कमोद रोड, बागवानपुरा,
नाशिक ४२२ ००१
निवास : ०२५३-२५९७९९७

लेखापरिक्षण विभाग
आवक पत्र क्र. ५१९
दिनांक २९/०६/१९
श्री.
मु.ले.प.

जा. क्र.: ३९ दिनांक : २८।६।२०१९

प्रति,
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पेसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

गुरुमितसिंग बग्गा
नगरसेवक, मनपा नाशिक

गजानन दामोदर शेलार
गटनेता राष्ट्रवादी काँग्रेस पक्ष,मनपा

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

सबधीत विभागास पाठवावे

1698

NMC/AUDIT/OWL/2019/ 575
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र /मुलेप/वशि/डेस्क- 11/1067/19
दिनांक:- 2/ 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. सलिम (मामा) शेख नगरसेवक,तथा गटनेता म.न.से यांचे दिनांक 29/6/2019 रोजीचे पत्र.

महोदय,

उपरोक्त संदर्भिय विषयात नमुद केल्या प्रमाणे सदरचा विषय आपल्या विभागाशी संबधित असल्याने पत्रात नमुद केलेल्या बाबीबाबत करण्यात आलेल्या कार्यवाहीची माहिती मा. नगरसेवक तथा गटनेता म.न.से मनपा यांना कळविण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ....७५८.
दिनांक- 2 / ७ /२०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. सलिम (मामा) शेख नगरसेवक, तथा
गटनेता म.न.से.मनपा
नाशिक महानगरपालिका, नाशिक.

Dy Engr (Elect)
2/7/2019

91620

(१६२१)

सलिम (मामा) शेख

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

लेखापरिक्षण विभाग
आवक पत्र क्र. ५२०
दिनांक २९/०६/१९
श्री
मु.ले.प.

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

प्रति,
जा.क्र.
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

दिनांक : २९/६/२०१९

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठ्याप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

NKBodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

संबधीत विभागास पत्र चार्वे

9623

97 विद्युत

NMC/AUDIT/OWL/2019/602
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र./मुलेप/वशि/डेस्क- 11/1068 /19
दिनांक:- 2/ 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. समीना शोएब मेमन नगरसेविका, प्रभाग क्र. 14 (ब) यांचे दिनांक 1/7/2019 रोजीचे पत्र.

महोदय,

उपरोक्त संदर्भिय विषयात नमुद केल्या प्रमाणे सदरचा विषय आपल्या विभागाशी संबधित असल्याने पत्रात नमुद केलेल्या बाबीबाबत करण्यात आलेल्या कार्यवाहीची माहिती नगरसेविका, यांना कळविण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ...७५९
दिनांक- 2 / ७ / २०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. समीना शोएब मेमन नगरसेविका, प्र.क्र. 14 (ब)
नाशिक महानगरपालिका, नाशिक.

Dy Engr (Edn)
2/7/2019

9624

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. ९ ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

लेखापरिक्षण विभाग
आवक पत्र क्र. ५२८
दिनांक ०१/०८/१९
श्री. ढाकणे
मु.ले.प.

जा. क्र. :

दिनांक : १/८/२०१९

प्रति,

मा. आयुक्त साो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

२..

श्री ढाकणे
संबंधित
विभागास
पत्र द्यावे
9/08/19

(9028)

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपली विश्वासू

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक
२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक
३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४. कार्यकारी अभियंता, विदयुत विभाग, मनपा,नाशिक

(९६२६)

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆ : २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

— ०२/०७/२०१९

जा.क्र.

दिनांक : / /२०१

प्रति,
मा.आयुक्त सा.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉंग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

[illegible]
[illegible] ९९९
दिनांक- २ / ७ / १९

Dy Engr (Estt)
[illegible]
२/७/२०१९

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

1566 (9625)

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. ७४ ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 1/7/2019
आयुक्त

दिनांक : 1/7/2019

जा. क्र. :

प्रति,

मा. आयुक्त साो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

उपअभियंता (पुर्व)

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

विद्युत विभाग
आवक नं ..900...
दिनांक- 2/7/2019

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

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तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपली विश्वासू

मेमन सामिना शोएब
नगरसेविका, प्रभाग क्र. १४ (ब)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक
२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक
३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४. कार्यकारी अभियंता, विदयुत विभाग, मनपा,नापशिक

99 विद्युत

NMC/AUDIT/OWL/2019/608
मुख्यलेखापरिक्षक यांचे कार्यालय,
नाशिक महानगरपालिका नाशिक
जा क्र./मुलेप/वशि/डेस्क- 11/1082/19
दिनांक:- 03 / 07 /2019

प्रति,

मा. अधिक्षक अभियंता,
विद्युत व यांत्रिकी विभाग,
नाशिक महानगरपालिका नाशिक,

विषय:- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

संदर्भ:- मा. शाहु सहदेवराव खैरे, नगरसेवक तथा गटनेता भारतीय राष्ट्रीय काँग्रेस, प्रभाग क्र. 13 (ड) यांचे दिनांक 2/7/2019 रोजीचे पत्र.

महोदय,

विषयांकित प्रकरणी 1) श्री. मा. गजानन दामोदर शेलार नगरसेवक तथा गटनेता राष्ट्रवादी क्राँग्रेस पक्ष मनपा यांचे दिनांक 28/6/2019 रोजीचे पत्र 2) मा. सलिम (मामा) शेख नगरसेवक,तथा गटनेता म.न.से यांचे दिनांक 29/6/2019 रोजीचे पत्र. 3) मा. समीना शोएब मेमन नगरसेविका, प्रभाग क्र. 14 (ब) यांचे दिनांक 1/7/2019 रोजी यांचे पत्र प्राप्त झाले आहेत. ते आपणास पत्र क्र. जा क्र./मुलेप/वशि/डेस्क- 11/1066 /19, जा क्र./मुलेप/वशि/डेस्क- 11/1067/19, जा क्र./मुलेप/वशि/डेस्क- 11/1068 /19, दिनांक 02/07/2019 अन्वये पाठविण्यात आले आहेत.

उपरोक्त संदर्भान्वये प्राप्त झालेले पत्र आपणाकडे पाठविण्यात येत आहे. सदर पत्रातिल परिच्छेद 3 मधील नमुद बाबीकडे आपले लक्ष वेधण्यात येत आहे. त्याअनुषंगाने उचित कार्यवाही आपल्या स्तरावर व्हावी. व त्या बाबत संबंधीतास अवगत करण्यात यावे.

सोबत :- संदर्भिय पत्राची छायांकित प्रत

विद्युत विभाग
आवक नं. ४६६
दिनांक- 3 / ७ /२०१९

उपमुख्यलेखापरिक्षक
नाशिक महानगरपालिका नाशिक

प्रत-
मा. शाहु सहदेवराव खैरे, नगरसेवक तथा
गटनेता भारतीय राष्ट्रीय काँग्रेस, प्रभाग क्र. 13 (ड)
नाशिक महानगरपालिका, नाशिक.

उपअभियंता (पुर्व)
3/7/2019

9630

(9639)

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆ : २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

~~०२/०७/२०१९~~

लेखापरिक्षण विभाग
आवक पत्र क्र.५२८
दिनांक ०२/०७/१९
श्री.
मु.ले.प.

जा.क्र. दिनांक : / /२०१

प्रति,
मा.आयुक्त सो.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

9632

पूर्व

9623

समीना शोएब मेमन

• निवास
सर्व्हे. नं. ८१३/अ, प्लॉट नं. १५५, वासीफ व्हिला
आयेशा रेसिडेन्सी शेजारी, मायरॉन शाळेजवळ
हॅपी होम कॉलनी, पखाल रोड, नाशिक ११
मोबाईल : ९८२३२०९१८६

सभापती, पूर्व प्रभाग
नगरसेविका, प्रभाग क्र. १८ ब
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

जा. क्र. :

दिनांक : 1/7/2019

प्रति,

मा. आयुक्त सो
नाशिक महानगर पालिका, नाशिक.

विषय :- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस यांना देण्यात आला आहे. याबाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षा मध्ये एमआयसी कंपनीला नाशिक महापालिका हददीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता. सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळविलेली आहे व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधिल एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

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EXCEED) याबाबत legal opinion घेणे आवश्यक आहे

उपायुक्त (पूर्व)

9638

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्डर देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचीत कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपली विश्वासू

सेमन समिना शौएब
नगरसेविका, प्रभाग क्र. १४ (ब)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीसाठी

१. मुख्यलेखापरिक्षक, मनपा नाशिक
२. मुख्य वित्त व लेखाधिकारी,मनपा नाशिक
३. अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४. कार्यकारी अभियंता, विदयुत विभाग, मनपा,नापशिक

विद्युत विभाग
आवक नं. ....१०६..
दिनांक- ९ / ७ /२०१९

पुर्व.

9634

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆ : २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

— ०२/०७/२०१९

जा.क्र. दिनांक : / /२०१

प्रति,
मा.आयुक्त सो.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोर्टात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

EE/Elec
गाडगे
युवक अधिकारी

विद्युत विभाग
आवक नं. ....१११..
दिनांक- 2 / ७/२०१९

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

उपअभियंता (पुर्व)

9603E

पूर्व

L-343 G/M19 9626

शाहु सहदेवराव खैरे

भारतीय राष्ट्रीय काँग्रेस गटनेता तथा
नगरसेवक, प्रभाग क्र. १३ ड
अध्यक्ष : संस्कृती, नाशिक
नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक

• निवास :
घ. क्र. २१३०, नाव-दरवाजा, नाशिक
निवास ✆ : २५९७३०५, २५९५५१२
मोबाईल : ९४२२२५२६६६

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 2/7/2019
आयुक्त

०२/०७/२०१९

जा.क. दिनांक : / /२०१

प्रति,
मा.आयुक्त सो.,
नाशिक महानगरपालिका,नाशिक.

विषय :- नवीन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/०२/२०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शनास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे.टाटा प्रोजेक्टस् यांना देण्यांत आला आहे. या बाबतीत आमचा आक्षेप खालील प्रमाणे आहे.

यापुर्वी सन २०१२-२०१३ या आर्थिक वर्षामध्ये एमआयसी कंपनीला नाशिक महानगरपालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसविण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे व आजही तो दावा प्रलंबित आहे.

तसेच सदर कंपनी बरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० % पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १०% इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का? किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का ? हेही कळत नाही.

जर सदर ठेकेदार महापालिके विरोधात कोटात गेला तर मोठया प्रमाणावर नुकसान भरपाई मनपास द्यावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई द्यावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्क ऑर्डर देणा-यांची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणून आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल, ही नम्र विनंती व अपेक्षा.

आपला,

(शाहू सहदेवराव खैरे)
कॉग्रेस गटनेता,
नाशिक महानगरपालिका,नाशिक.

विद्युत विभाग
आवक नं. ....993..
दिनांक- 2 / 6 /२०१९

प्रत :-
१. मा.मुख्यलेखापरिक्षक, मनपा.नाशिक
२. मा.मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३.मा.अधिक्षक अभियंता, मनपा.नाशिक
४. मा.कार्यकारी अभियंता, विद्युत विभाग मनपा नाशिक

91632

9639

IndusInd Bank

IndusInd Bank

Begumpet Branch
Hyderabad – 500 003

QUOTATION

Date: 17th July 2019

To
The Commissioner,
Nasik Municipal Corporation,
NASIK

Dear Sir,

Sub: Deployment of term deposits

With reference to the above, we are pleased to offer the rates as given in Annexure to this letter for the placement of bulk term deposits of above Rs. 5 Cr up to Rs. 10 Cr with us for various tenors. The above rates are valid for placement of deposits on 17th July 2019.

We look forward to a favorable response from you.

Yours faithfully,
FOR INDUSIND BANK LTD

V. S. J. Gupta

([redacted] **Relationship Manager)**

Annexure

From		To		Interest Rate 5crs to 10crs (% p.a.) Callable
7	days	14	Days	5.55
15	days	30	Days	5.60
31	days	45	Days	5.80
46	days	60	Days	6.10
61	days	90	Days	6.30
91	days	120	Days	6.55
121	days	179	Days	6.60
180	days	210	Days	6.85
211	days	270	Days	6.90
271,	days	364	Days	7.00
365	days	1 Year 2 Months		7.25

९६९

YES BANK

Date 12.07.2019

To,
Hon. Commissioner,
Nashik Municipal Corporation,
Nashik

Dear Sir/ Madam,

Sub: Proposal for Escrow Account Services to Nashik Municipal Corporation.

At the outset, we would like to thank you for giving us the opportunity to present our business proposition for Escrow Account Services.

At YES BANK, we have established a **'Truly Integrated' model** leveraging of our **'State of Art' technology** platform. The Transaction Banking Group through its **seamless delivery** of **high quality structured products** offers **value-added solutions** for **Capital Markets & Escrow Account Services, Cash Management Services and Trade Finance & Services.** Our Transaction Banking team has carved a niche for itself in the highly competitive financial marketplace by delivering **Integrated Financial Supply Chain Solutions** through the above mentioned services. I am certain that YES BANK can deliver immense incremental value to your organization with our Knowledge Banking approach

YES Bank offers specialized Escrow Account Services under the product domain of ***Capital Market & Escrow Account Services*** catering to multi-partite transactions. The Bank plays the instrumental role of an agent in such transactions, acting on the instruction of the principals, in holding and releasing the cash/collateral deposited with the Bank as the agent by either of the parties. At YES BANK, we have a **dedicated Escrow Desk** providing Escrow Account services for diverse structures such as

- ✓ Sale Shares and Purchase Arrangements
- ✓ Revenue Sharing Arrangements
- ✓ Prepaid Instrument Escrow Arrangements
- ✓ Credit Linked Arrangements
- ✓ Lease Rental Discounting Arrangements
- ✓ Trust and Retention Arrangements
- ✓ Capital Market Escrows
    - o IPOs/QIPs
    - o Delisting/Buyback Offers
    - o Open Offers

9682

Features

Under the Escrow Account Services portfolio, each Escrow transaction is managed **end-to-end** by a dedicated team of qualified professionals thereby delivering a highly customized service for the corporate. The expert regulatory advisory coupled with the **globally benchmarked operational risk management** practices ensures immaculate service delivery in **compliance with the extant regulatory framework** for all escrow transactions.

The **key differentiating features** of the Escrow Account Services proposition include:

- **Association with a Seasoned Banking Partner** with
  - Experience in structuring complex Escrow transactions
  - Expertise in regulatory & compliance advisory
  - Collateral Custody facilities for underlying documents including title deeds, agreements, share certificates and electronic media such as CDs, DVDs, Disk Drives, and Floppies
- **Best-in-Class Service Excellence** through
  - Seamless Coordination with escrow parties and intermediaries
  - ISO Certified Back Office
  - Faster Turn Around Time in engagement, implementation and execution phases
  - Account structuring capability with Freeze/Unfreeze, Block/Unblock, Sweepin/Sweep-out facilities
- **Superior & Accurate Information Management** through
  - Customized MIS/Transaction specific reporting
- **Speedier Settlements across geographies with**
  - e-Payments RTGS/NEFT/NECS/NACH : 73,000+ branches across 15,000+ locations
  - DD/ Cheque Printing: Payable across 750+ locations
  - Multiple International Correspondent bank arrangements.

- **Commercial Terms**
- Escrow A/c Fees: INR 2,00,000/- + applicable service tax covering the below expenses
  - Account Opening Charges
  - Account Maintenance charges as per Escrow Arrangement
  - Fund Transfer Charges, if applicable for the mode of disbursement from the escrow
  - Account Closure Charges

9673

- **Key Clients**

Infrastructure Development Finance Corporation	*Indiabulls Financial Services*	*International Finance Corporation (World Bank Group)*
Future Capital Finance Services	*L&T Infra Finance*	*Rabo India Finance*
Housing Development Finance Corporation	*Srei Infrastructure Finance Ltd*	*Tata Power Renewable Energy Ltd*
Apeejay Group	*Welspun Energy*	*Gammon Infrastructure*
Olam International	*GVK Infrastructure*	*Reliance Big Entertainment*
Lanco Infratech	*Reliance Infrastructure*	*Orient Green Power*
Hindustan Construction Company	*Manipal Health Systems*	*Mahindra & Mahindra*
Essar Power Orissa	*Adani Group*	*Lodha Developers*
Apollo Hospitals	*ABG Infralogistics*	*Inox Renewables Ltd*

The YES BANK Escrow Account privileged banking relationship will be managed by Mr Prasad Raya , can be contacted at **7507522779 or email Prasad.raya@yesbank.in** . We reiterate our services are an expression of our ability to work in close tandem with you and to explore areas of cooperation and develop a mutually beneficial business relationship.

Also find the attached Annexure I for Saving Account interest Rates & Annexure II for Fixed Deposit Rates.

Thank you,

Sincerely,

Prasad Raya.
Relationship Manager

Hrishikesh Deshpande.
Product Sales Manager

Other terms

- This offer is an in-principle offer and is subject to our internal approvals and sanctions in place (wherever necessary).
- The Company will have to execute necessary documents required in appointing YES BANK as the Escrow Bank for the transaction.
- YES BANK shall not be liable for any failure to perform any of its obligations, if its performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). "Force Majeure Event" means any event beyond the reasonable control of YES BANK, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind (including concerning the pickup agency), riots, insurrection, war or acts of government, loss of instruments by the pickup agency/correspondent banks.
- Our offer is subject to prevailing RBI & SEBI and other regulatory guidelines from time to time.

For

Nashik Municipal Corporation

_____

(Authorised Signatory)

Name of the Signing Authority : _____

Designation : _____

Please send us a signed copy for our records

(9684)

ANNEXURE 1

Best-in-Class Savings Interest Rate**

Balance Maintained	Rate of Interest Applicable*
Savings Account Balance of INR 100 Crore and above	**6.50% p.a.**
Savings Account Balance of INR 1 Crore & above	**6.25% p.a.**
Savings Account Balance of INR 1 lac to less than 1 Crore	**6.00% p.a.**
Savings Account Balance less than INR 1 lac	**5.00% p.a.**

***Rate applicable on the daily balances. Rates are subject to change at the sole discretion of YES BANK.*

9682

ANNEXURE II

Fixed Deposit Rates:

Tenure	2.00 Cr to < 2.20 Cr	2.20 Cr to < 2.25 Cr	2.25 Cr to < 5.00 Cr	5.00 Cr to < 5.05 Cr	5.05 Cr to < 5.10 Cr	10 Cr to < 10.05 Cr
76 days to 90 days	6.80%	5.90%	6.80%	6.80%	5.90%	6.80%
91 days to 100 days	7.25%	6.05%	7.25%	7.25%	6.05%	7.25%
101 days to 120 days	7.25%	6.05%	7.25%	7.25%	6.05%	7.25%
121 days to 150 days	7.25%	6.05%	7.25%	7.25%	6.05%	7.25%
151 days to 180 days	7.35%	6.05%	7.35%	7.35%	6.05%	7.35%
181 days to 184 days	7.55%	6.15%	7.55%	7.55%	6.15%	7.55%
185 days to 210 days	7.55%	6.15%	7.55%	7.55%	6.15%	7.55%
211 days to 240 days	7.55%	6.15%	7.55%	7.55%	6.15%	7.55%
241 days to 270 days	7.60%	6.15%	7.60%	7.60%	6.15%	7.60%
271 day	7.65%	6.15%	7.65%	7.65%	6.15%	7.65%
365 D	7.65%	6.15%	7.65%	7.75%	6.15%	7.75%
366 D (1Year)	7.90%	6.30%	7.90%	7.95%	6.30%	7.95%

Rates: for 15th July 2019.

Note :

1. Actual number of days will be calculated at the time of booking.
2. For less than 1 year deposit, please mention tenure in days.
3. Reinvestment is available for minimum tenure of 6 months 1 day (actual number of days of month will be calculated).
4. For values 1 Cr > 5 Cr, premature penalty is not applicable.
5. For values > 5 Cr, premature penalty is applicable; 0.25 % less in the industry.
6. Monthly payout FD's (tenure > 6 months) will be at discounted rate.
7. Booking of multiple FD's is not allowed.
8. Lower rates will be applicable, if there is an overlap of two rate buckets.
9. Premature of FD is strictly not allowed, if FD booked under without premature withdrawal facility.
10. Interest will be calculated on quarterly compounding basis, which increases the actual net yield.
11. Aforesaid rates to be re-confirmed from bank on the day of actual FD booking (i.e. the day of actual funds transfer).

Interest rates are subject to change at the sole discretion of the Bank

* *Terms & Conditions applicable.*

9686

Subject RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC
From Abhishek Das <abhishekdas@tataprojects.com>
To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc commissioner@nmc.gov.in <commissioner@nmc.gov.in>, se_mech@nmc.gov.in <se_mech@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Amol Nisal <amolnisal@tataprojects.com>
Date 2019-07-09 12:40

Dear Sir,

With reference to the letter submitted by Tata Projects Limited on 24th June 2019 and subsequently Your mail dated 2nd July 2019 , we again hereby reaffirm that we remain open to solve the open issues at the earliest,and look forward to sign the contract .

However , the letter sent by your goodself does not address our concerns with respect to the " Contra Preferentum " clause which refers to the ambiguity between the DCA and the Draft Escrow Agreement and the RFP.

We request you to please send us your reply detailing our concerns raised in the letter dated 24th June 2019.

Thanks & Regards
ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 02 July 2019 18:39
To: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; se_mech@nmc.gov.in; ceo@nashiksmartcity.in
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,
Vice President - Smart Cities
Tata Power Projects

Date: July 2, 2019

Reference:

9082

1. Contract agreement shared with TPL at on May 31, 2019 and on May 9, 2019 for signing
2. Escrow agreement shared with TPL on May 9, 2019 3. Reminders sent through email on 9 May, on 23 May, on 31 May, on 10 June to sign contract 4. Your letter received on June 24, 2019 through email

Subject: Smart Light project in Nashik under Nashik Smart City initiative and Signing of Contract

Kind attention: Mr. Ravishankar Chandrashekaran

Please note the clause mentioned in draft Escrow agreement appended in RfP needs to be followed in relation to depositing monies in escrow account.

In light of this you are suggested to sign the contract without any further delay and start with execution at the earliest.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

0684

Subject RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

From Abhishek Das <abhishekdas@tataprojects.com>

To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Cc commissioner@nmc.gov.in <commissioner@nmc.gov.in>, commissionernmc@gmail.com <commissionernmc@gmail.com>, se_mech@nmc.gov.in <se_mech@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, harshaddhande@kpmg.com <harshaddhande@kpmg.com>, Amol Nisal <amolnisal@tataprojects.com>

Date 2019-06-24 10:09

- Letter to NMC - 24 June 2019 - .pdf (~648 KB)

Dear Sir,

In response to mail dated 15.06.2019 and subsequent TPL letter dated 20.06.2019 and subsequent discussions held at your good office on 21st June 2019 , please find attached letter .

We remain ready to resolve the open issues amicably and look forward for earliest signing of the contract .

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 15 June 2019 17:40
To: Gautam Balakrishnan <gautamb@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; commissionernmc@gmail.com; se_mech@nmc.gov.in; ceo@nashiksmartcity.in; pmc@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; shubhamsodhani@kpmg.com; harshaddhande@kpmg.com; swapnildeshmukh@kpmg.com; amitpatjoshi@kpmg.com
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,
Vice President - Smart Cities
Tata Power Projects

9640

Reference:
1.Contract agreement shared with TPL at 7.25 pm on May 31, 2019 and at 5.30 pm on May 9, 2019 for signing
2.Escrow agreement shared with TPL at 6.13 pm on May 9, 2019
3.Reminders sent via email at 5.30 pm on 9 May, 6.13 pm on 23 May, 7.25 pm on 31 May, 6.52 pm on 10 June to sign contract

Subject: Final copy of Contract and Escrow agreement and fifth reminder to sign contract without any further delay

Despite multiple clarifications on queries raised by you on draft Contract and Escrow, several reminders to sign contract without delay and reiteration of need to be in total compliance of RfP conditions, contract has not been signed due to delay from TPL's end. This has severely delayed the execution work. Clause 3.24.6 of RfP, clearly states that contract should be executed within 15 days of issuance of LoA, which was issued vide. outward number 238 dated March 6, 2019 in favour of TPL.

Attached herewith is final draft of Contract and Escrow agreement. Owing to further delay from TPL's end in case the agreement is not signed within 7 days from now, appropriate action would be taken.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-06-10 18:52, ee_electrical@nmc.gov.in wrote:
To,

Vice President - Smart Cities
Tata Power Projects

Date: June 10, 2019

Reference: Mail from TPL on June 10, 2019 at 11.33 am related to requests for incorporating changes in Escrow agreement.

Subject: Response on requests made by TPL on Escrow agreement and signing of contract without any further delay. Please find our response (in line with RfP conditions) on requests made by you with regards to incorporating changes in draft Escrow and Contract agreements. Time and again we have clarified that RfP conditions are unchangeable.

In light of this, for fifth time you are being suggested to sign the contract without any further delay in line with RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

9649

On 2019-06-10 11:33, Abhishek Das wrote:
Dear Sir,

With reference to the discussion held at Nashik on 28th May 2019 , we had shared the mail which consisted the discussed points for which we are requesting the amendments .

We request you to please share your comments and revert on the same for putting up to our internal teams.

TPL's representative can sign the contract post clearance from our internal teams.

Thanks & Regards

ABHISHEK DAS
Manager – Business Development – Smart Cities Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani Business Park ,Powai , Mumbai 400076 Email : abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 31 May 2019 19:26
To: Gautam Balakrishnan <gautamb@tataprojects.com>
Cc: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; se_mech@nmc.gov.in; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>; harshaddhande@kpmg.com
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Vice President - Smart Cities
Tata Power Projects

Date: May 31, 2019

Kind attention: Mr. Gautam Balakrishnan

Reference: Discussion in Nashik with your team on May 28, 2019 related to signing of contract

Subject: Signing of contract for Smart Street Light project under Nashik Smart City initiative without any further delay

9642

This is the fourth reminder suggesting you to sign the contract without any further delay in line with RfP conditions. Please find attached herewith final contract agreement in line with RfP document and successive corrigendums.

You are again requested to sign the contract at the earliest in order to mitigate the delay which has happened so far from your team's end owing to the requests for changing RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal
Corporation

On 2019-05-13 17:54, ee_electrical@nmc.gov.in wrote:
To,

Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 13, 2019

Reference: Your email at 5.58 pm dated May 10,2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Per your previous mail, please find revised contract agreement. Further please note following observations on the three points highlighted by you in last mail.

1) CLAUSE 4.2 B - CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Response from NMC: This is not a modification, but correction in line with RfP condition mentioned on page 53 under "Deposit and Replenishment Request". It may be noted, that whatever is mentioned in RfP is of paramount importance and must necessarily be adhered to.

2) Clause 12 - New points added in Concessionaire Event of Default.

Response from NMC: May be removed and made according to original version.

3) Clause 13.2 – Clause for Termination of Concession Agreement by Concessionaire modified

Response from NMC: A slight change has been made for the purpose of clarity for both sides. This provision needs to be retained for clarity in future.

After these clarifications, you are requested to execute the contract agreement at the earliest.

9698

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-10 17:58, Abhishek Das wrote:
Dear Sir ,

With reference to your mail yesterday regarding the draft Contract agreement sent to us , our internal team have reviewed the agreement and the comments put forth .

However, it has been observed that the clauses given below have been inadvertently added or modified. These modifications are not being accepted by our internal team and hence we request you that the original clauses should be retained during signing of agreement.

1) CLAUSE 4.2 B -

CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Original clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _within 1 month of the signing of Energy Savings and Performance Contract (ESPC)'._

Modified clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _after successful installation.

2) CLAUSE 12 -

NEW POINTS ADDED IN CONCESSIONAIRE EVENT OF DEFAULT.

h) If the Concessionaire places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMC

i) If the Concessionaire fails to provide the quality services as envisaged under this Contract, NMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. NMC may decide to give one chance to the Successful Bidder to improve the quality of the services.

j) If the Concessionaire fails to comply with any final decision reached as a result of dispute resolution or arbitration proceedings

3) CLAUSE 13.2 –

CLAUSE FOR TERMINATION OF CONCESSION AGREEMENT BY CONCESSIONAIRE

96 92

MODIFIED

Original Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/Authority Event of Default has occurred and continued for more than sixty (60) days.

Modified Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice _of at least 30 days_ to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

The draft agreement with comments is enclosed for your needful action.

Thanks & Regards
ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----

From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Sent: 09 May 2019 17:31

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; swapnildeshmukh@kpmg.com

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,
Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 9, 2019

Reference: Your reply received through email at 2.56 pm dated May 8, 2019

9696

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Please note that contract agreement should be signed at the earliest. This would enable signing of Escrow agreement. Hence, you are requested to come to Nashik tomorrow i.e. May 10, 2019 for signing of contract without any further delay.

Further, please find revised draft of contract agreement with a single correction made (in clause 4.2.b in accordance with RfP condition) over the reviewed draft of contract shared by us with you yesterday i.e. May 8, 2019 at 2.02 PM.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-08 14:56, Abhishek Das wrote:

Dear Sir,

We thank you for sharing your comments on the Draft Energy Savings & Performance Contract .

We had also shared our Project Finance team's version of Draft Escrow Agreement. Request you to share your comments on the Draft Escrow Agreement at the earliest.

We shall share your comments with our internal teams for their approval and further action .

As a process, we need our internal team's vetting to enter into any contract. Only after approval of both the agreements by our respective teams , we would be able to travel to Nashik for signing the contract. So we request you again to share us the Draft Escrow Agreement at the earliest.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani

Business Park ,Powai , Mumbai 400076 Email :

abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile: +91-7506067471

-----Original Message-----

From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Sent: 08 May 2019 14:02

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>

9694

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

Dear Mr. Abhishek Das

Manager - Business Development, Smart Cities Tata Power Projects

Further to your last mail regarding contract agreement for Smart Street Light project, please find attached herewith reviewed contract with review points highlighted in yellow. Also, attached is the reason sheet.

You are requested to come to Nashik tomorrow i.e. May 9, 2019 for signing the contract.

Subsequent to signing of contract agreement, Escrow agreement would be executed.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-04-04 16:56, Abhishek Das wrote:

Dear Sir ,

With reference to the Draft contract agreement attached herewith - which has been cleared by our contracts team , please provide your comments for further action.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

0646

Subject	**RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC**
From	Abhishek Das <abhishekdas@tataprojects.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc	commissioner@nmc.gov.in <commissioner@nmc.gov.in>, se_mech@nmc.gov.in <se_mech@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Amol Nisal <amolnisal@tataprojects.com>
Date	2019-07-09 12:40

Dear Sir,

With reference to the letter submitted by Tata Projects Limited on 24th June 2019 and subsequently Your mail dated 2nd July 2019 , we again hereby reaffirm that we remain open to solve the open issues at the earliest and look forward to sign the contract .

However , the letter sent by your goodself does not address our concerns with respect to the " Contra Preferentum " clause which refers to the ambiguity between the DCA and the Draft Escrow Agreement and the RFP .

We request you to please send us your reply detailing our concerns raised in the letter dated 24th June 2019 .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities
Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road ,
Hiranandani Business Park ,Powai , Mumbai 400076
Email : abhishekdas@tataprojects.com
Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: 02 July 2019 18:39
To: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; se_mech@nmc.gov.in; ceo@nashiksmartcity.in
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Vice President - Smart Cities
Tata Power Projects

Date: July 2, 2019

Reference:
1. Contract agreement shared with TPL at on May 31, 2019 and on May 9, 2019 for signing
2. Escrow agreement shared with TPL on May 9, 2019 3. Reminders sent through email on 9 May, on 23 May, on 31 May, on 10 June to sign contract 4. Your letter received on June 24, 2019 through email

Subject: Smart Light project in Nashik under Nashik Smart City initiative and Signing of contract

Kind attention: Mr. Ravishankar Chandrashekaran

Please note the clause mentioned in draft Escrow agreement appended in RfP needs to be followed in relation to depositing monies in escrow account.

In light of this you are suggested to sign the contract without any further delay and start with execution at the earliest.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

9/6/19

On 2019-06-24 10:09, Abhishek Das wrote:

Dear Sir,

In response to mail dated 15.06.2019 and subsequent TPL letter dated 20.06.2019 and subsequent discussions held at your good office on 21st June 2019 , please find attached letter .

We remain ready to resolve the open issues amicably and look forward for earliest signing of the contract .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani Business Park ,Powai , Mumbai 400076 Email : abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----
From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
Sent: 15 June 2019 17:40
To: Gautam Balakrishnan <gautamb@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Cc: commissioner@nmc.gov.in; commissionernmc@gmail.com; se mech@nmc.gov.in; ceo@nashiksmartcity.in; pmc@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; shubhamsodhani@kpmg.com; harshaddhande@kpmg.com; swapnildeshmukh@kpmg.com; amitpatjoshi@kpmg.com
Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Vice President - Smart Cities
Tata Power Projects

Reference:
1.Contract agreement shared with TPL at 7.25 pm on May 31, 2019 and at 5.30 pm on May 9, 2019 for signing
2.Escrow agreement shared with TPL at 6.13 pm on May 9, 2019
3.Reminders sent via email at 5.30 pm on 9 May, 6.13 pm on 23 May, 7.25 pm on 31 May, 6.52 pm on 10 June to sign contract

Subject: Final copy of Contract and Escrow agreement and fifth reminder to sign contract without any further delay

Despite multiple clarifications on queries raised by you on draft Contract and Escrow, several reminders to sign contract without delay and reiteration of need to be in total compliance of RfP conditions, contract has not been signed due to delay from TPL's end. This has severely delayed the execution work. Clause 3.24.6 of RfP, clearly states that contract should be executed within 15 days of issuance of LoA, which was issued vide. outward number 238 dated March 6, 2019 in favour of TPL.

Attached herewith is final draft of Contract and Escrow agreement. Owing to further delay from TPL's end in case the agreement is not signed within 7 days from now, appropriate action would be taken.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-06-10 18:52, ee electrical@nmc.gov.in wrote:

To,

Vice President - Smart Cities
Tata Power Projects

964

Date: June 10, 2019

Reference: Mail from TPL on June 10, 2019 at 11.33 am related to requests for incorporating changes in Escrow agreement.

Subject: Response on requests made by TPL on Escrow agreement and signing of contract without any further delay

Please find our response (in line with RfP conditions) on requests made by you with regards to incorporating changes in draft Escrow and Contract agreements. Time and again we have clarified that RfP conditions are unchangeable.

In light of this, for fifth time you are being suggested to sign the contract without any further delay in line with RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-06-10 11:33, Abhishek Das wrote:

> Dear Sir,
>
> With reference to the discussion held at Nashik on 28th May 2019 , we had shared the mail which consisted the discussed points for which we are requesting the amendments .
>
> We request you to please share your comments and revert on the same for putting up to our internal teams .
>
> TPL's representative can sign the contract post clearance from our internal teams .
>
> Thanks & Regards
>
> ABHISHEK DAS
> Manager - Business Development - Smart Cities Tata Projects Limited Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani Business Park ,Powai , Mumbai 400076 Email : abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91 7506067471
>
> -----Original Message-----
> From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
> Sent: 31 May 2019 19:26
> To: Gautam Balakrishnan <gautamb@tataprojects.com>
> Cc: Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; se mech@nmc.gov.in; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>; harshaddhande@kpmg.com
> Subject: Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC
>
> To,
>
> Vice President - Smart Cities
> Tata Power Projects
>
> Date: May 31, 2019
>
> Kind attention: Mr. Gautam Balakrishnan
>
> Reference: Discussion in Nashik with your team on May 28, 2019

related to signing of contract

Subject: Signing of contract for Smart Street Light project under Nashik Smart City initiative without any further delay

This is the fourth reminder suggesting you to sign the contract without any further delay in line with RfP conditions.
Please find attached herewith final contract agreement in line with RfP document and successive corrigendums.

You are again requested to sign the contract at the earliest in order to mitigate the delay which has happened so far from your team's end owing to the requests for changing RfP conditions.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-13 17:54, ee electrical@nmc.gov.in wrote:

To,

Mr. Abhishek Das
Manager - Business Development,
Smart Cities Tata Power Projects

Date: May 13, 2019

Reference: Your email at 5.58 pm dated May 10,2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Per your previous mail, please find revised contract agreement. Further please note following observations on the three points highlighted by you in last mail.

1) CLAUSE 4.2 B - CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Response from NMC: This is not a modification, but correction in line with RfP condition mentioned on page 53 under "Deposit and Replenishment Request". It may be noted, that whatever is mentioned in RfP is of paramount importance and must necessarily be adhered to.

2) Clause 12 - New points added in Concessionaire Event of Default.

Response from NMC: May be removed and made according to original version.

3) Clause 13.2 - Clause for Termination of Concession Agreement by Concessionaire modified

Response from NMC: A slight change has been made for the purpose of clarity for both sides. This provision needs to be retained for clarity in future.

After these clarifications, you are requested to execute the contract agreement at the earliest.

Regards
Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-10 17:58, Abhishek Das wrote:

Dear Sir ,

With reference to your mail yesterday regarding the draft Contract

9629

agreement sent to us , our internal team have reviewed the agreement and the comments put forth .

However, it has been observed that the clauses given below have been inadvertently added or modified. These modifications are not being accepted by our internal team and hence we request you that the original clauses should be retained during signing of agreement.

1) CLAUSE 4.2 B -

CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED

Original clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _within 1 month of the signing of Energy Savings and Performance Contract (ESPC)'._

Modified clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _after successful installation._

2) CLAUSE 12 -

NEW POINTS ADDED IN CONCESSIONAIRE EVENT OF DEFAULT.

h) If the Concessionaire places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMC

i) If the Concessionaire fails to provide the quality services as envisaged under this Contract, NMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. NMC may decide to give one chance to the Successful Bidder to improve the quality of the services.

j) If the Concessionaire fails to comply with any final decision reached as a result of dispute resolution or arbitration proceedings

3) CLAUSE 13.2 -

CLAUSE FOR TERMINATION OF CONCESSION AGREEMENT BY CONCESSIONAIRE MODIFIED

Original Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

Modified Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice _of at least 30 days_ to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

The draft agreement with comments is enclosed for your needful action.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

9042

Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----

From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>

Sent: 09 May 2019 17:31

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; swapnildeshmukh@kpmg.com

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Mr. Abhishek Das

Manager - Business Development,

Smart Cities Tata Power Projects

Date: May 9, 2019

Reference: Your reply received through email at 2.56 pm dated May 8,

2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Please note that contract agreement should be signed at the earliest.

This would enable signing of Escrow agreement. Hence, you are requested to come to Nashik tomorrow i.e. May 10, 2019 for signing of contract without any further delay.

Further, please find revised draft of contract agreement with a single correction made (in clause 4.2.b in accordance with RfP condition) over the reviewed draft of contract shared by us with you yesterday i.e. May 8, 2019 at 2.02 PM.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-08 14:56, Abhishek Das wrote:

> Dear Sir,
>
> We thank you for sharing your comments on the Draft Energy Savings &
>
> Performance Contract .
>
> We had also shared our Project Finance team's version of Draft Escrow

9623

Agreement .

Request you to share your comments on the Draft Escrow Agreement at

the earliest .

We shall share your comments with our internal teams for their

approval and further action .

As a process, we need our internal team's vetting to enter into any

contract . Only after approval of both the agreements by our

respective teams , we would be able to travel to Nashik for signing

the contract

So we request you again to share us the Draft Escrow Agreement at the

earliest .

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani

Business Park ,Powai , Mumbai 400076 Email :

abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91

7506067471

-----Original Message-----

From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>

Sent: 08 May 2019 14:02

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>

Subject: Re: Draft Contract Agreement for PPP based Streetlighting

project of NMC

Dear Mr. Abhishek Das

Manager - Business Development, Smart Cities Tata Power Projects

Further to your last mail regarding contract agreement for Smart

Street Light project, please find attached herewith reviewed contract

with review points highlighted in yellow. Also, attached is the reason

sheet.

You are requested to come to Nashik tomorrow i.e. May 9, 2019 for

signing the contract.

Subsequent to signing of contract agreement, Escrow agreement would be

executed.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-04-04 16:56, Abhishek Das wrote:

> Dear Sir ,
>
> With reference to the Draft contract agreement attached herewith -

9624

which has been cleared by our contracts team , please provide your

comments for further action .

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

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नाशिक महानगरपालिका, नाशिक

राजीव गांधी भवन, शरणपूर रोड, पोस्ट बॉक्स नं. १२, नाशिक ४२२ ००२.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

☎ पी.बी.एक्स. : २५७५६३१, २५७५६३२, २५७७९५२, २५७७९२१
२५७७९२३, २५७१४७९, २५७१८७२ • फॅक्स : (०२५३) : २५७७९३६, २३१५७०४

नाशिक महानगरपालिका,नाशिक
अधिक्षक अभियंता (वि-यां.)कार्यालय,
जा.क्र./विद्युत/वशि/ ५३७ /२०१९
दिनांक: १८ / ०७ /२०१९

प्रति,
मा.ॲड. श्री.पी.नारायण,
मे.पी.नारायण अँड असोसिएट्स,
ब्लॉक नं.३, ओबेराय हाऊस,
स.नं.६७/२ नळ स्टॉप, कर्वे रोड, पुणे-४११००४
ई-मेल pnarayan001@gmail.com

विषय : नाशिक मनपा मध्ये PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबत.
संदर्भ : १) मा.महाराष्ट्र शासन उर्जा संवर्धन धोरण अपाऊ/२०१५/क्र.क.३७८/उर्जा ७/धोरण/ २०१७ दि.२२/०४/२०१७.
२) मा.महासभा ठराव क्र.१३८० दि.०६/१०/२०१८
३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९
४) मा.सदस्य श्री.गुरूमीत बग्गा यांचे दि.२९/०६/२०१९ चे पत्र.
५) मा.सदस्य श्री. गजानन शेलार यांचे दि.२९/०६/२०१९ चे पत्र.

महोदय,

नाशिक मनपामध्ये PPP तत्वावर स्मार्ट लाईटिंग प्रकल्प राबविणेबाबत उपरोक्त सहपत्रित केलेल्या केलेल्या संदर्भ १ ते ३ प्रमाणे मान्यता मिळालेली आहे. नाशिक मनपाने MIC Electronics हैद्राबाद या कंपनीशी मनपा क्षेत्रात बी.ओ.टी. तत्वावर एलईडी लाईट बसविणे या कामाबाबत नाशिक जिल्हा न्यायालयात दावा क्र.१०/२०१५ व २९४/२०१५ प्रमाणे दावा दाखल केलेला आहे. त्यापैकी दावा क्र.१०/२०१५ बाबत न्यायालयाने दि.०८/०३/२०१९ रोजी अंतीम निकाल दिलेला असून दावा क्र.२९४/२०१५ बाबत दि.१९/०७/२०१९ अशी तारीख दिलेली आहे. तसेच मा.नाशिक जिल्हा न्यायालयाच्या १०/२०१५ च्या दाव्याबाबतच्या निकालाप्रमाणे नाशिक मनपाच्या वतीने Arbitrator नियुक्त केल्याची नोटीस MIC Electronics हैद्राबाद यांना दि.१०/०५/२०१९ प्रमाणे दिलेली आहे. त्याबाबत मे. MIC Electronics यांना नोटीस प्राप्त झाल्याची व त्याबाबत त्यांचे दि.२०/०६/२०१९ च्या ई-मेल पत्राव्दारे मनपास NCLT हैद्राबाद बेंच ची त्यांचे एका दुसऱ्या प्रकरणची दि.१३/०३/२०१८ ची प्रत जोडली आहे.

नाशिक मनपाच्या जून २०१९ च्या महासभेमध्ये काही सदस्यांनी असा प्रश्न उपस्थित केला की, मनपाने त्यांचे विषयांकीत PPP तत्वावरील स्मार्ट लाईटींग प्रकल्प राबविल्यास नाशिक मनपास MIC Electronics या कंपनीस नुकसान भरपाई द्यावी लागेल तदनंतर त्यांनी

मनपा आयुक्त सो. यांचे कडे लेखी पत्र देऊन (संदर्भ ४ व ५ सहपत्रीत केलेले) आक्षेप नोदविलेले आहेत.

उपरोक्त सर्व नमूद संदर्भ व दावे १०/२०१५ व २९४/२०१५ तदनंतरचे पत्र व MIC Electronics चे पत्र इत्यादीचे अवलोकन होऊन नाशिक मनपाने PPP तत्वावरील स्मार्ट लाईटींग प्रकल्पासाठी ई-निविदा प्रक्रीयेव्दारे पात्र ठरलेल्या मे.टाटा प्रोजेक्ट्स या कंपनीशी करारनामा करुन कार्यादेश देणेसाठी कार्यवाही करणे बाबत आपले अभिप्राय मिळणेस विनंती.

अधिक्षक अभियंता (विद्युत)
विद्युत यांत्रिकी विभाग
नाशिक महानगरपालिका, नाशिक

समवेत : संदर्भ क्र.१ ते ५ च्या छायांकीत प्रती.
प्रत माहितीस्तव सविनय सादर:
मा.आयुक्त महोदय, मनपा नाशिक.

नाशिक महानगरपालिका, नाशिक

राजीव गांधी भवन, शरणपूर रोड, पोस्ट बॉक्स नं. १२, नाशिक ४२२ ००२.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

☎ पी.बी.एक्स. : २५७५६३१, २५७५६३२, २५७७९५२, २५७७९२१
२५७७९२३, २५७१४७९, २५७१८७२ • फॅक्स : (०२५३) : २५७७९३६, २३१५७०४

नाशिक महानगरपालिका,नाशिक
अधिक्षक अभियंता (वि-यां.)कार्यालय,
जा.क्र./विद्युत/वशि/ ५३१ /२०१९
दिनांक: १८/ ०७ /२०१९

प्रति,
मा.ॲड. वैभव पी.पाटणकर,
पाटणकर अँड असोसिएट्स,
ऑफीस नं.१, तळमजला, सरगम को-ऑप.हौ.सोसायटी,
शिवसेना शाखा चरई जवळ, ठाणे पश्चिम - ४००६०१
मो.नं.९८२०२९७५४२
ई-मेल patankarandassociates1@gmail.com

महोदय,

आमचे विभागाचे कार्यकारी अभियंता श्री.डी.बी.वनमाळी व उपअभियंता श्री.एच.के. पाटील यांनी दि.११/०७/२०१९ रोजी आपली प्रत्यक्ष भेट घेतली व चर्चा केली, तसेच त्याच वेळी आपली नाशिक मनपाचे मा.आयुक्त महोदय यांचेशी सुध्दा दुरध्वनीवरून चर्चा झालेली आहे.

नाशिक मनपाचे बीओटी तत्वावरील एलईडी लाईट बसविणे या कामाबाबत MIC Electronics यांचेशी नाशिक कोर्टात २ दावे दाखल करणेत आलेले होते. त्यापैकी दावा क्र.१०/२०१५ बाबत न्यायालयाने दि.०८/०३/२०१९ रोजी अंतीम निकाल दिलेला असून दावा क्र.२९४/२०१५ बाबत अद्याप पावेतो कोणताही निर्णय झालेला नाही.

दावा क्र.१०/२०१५ च्या दि.०८/०३/२०१९ च्या अंतीम निकाला प्रमाणे नाशिक मनपाने Arbitrator ची नेमणूक करून त्याबाबतची नोटीस या दाव्यात मनपाचे Sinior Advocate श्री.पी.नारायण सर यांचेमार्फत MIC Electronics यांना दि.१०/०५/२०१९ रोजी ई-मेल व पोष्टाने पाठविलेले आहे. मात्र MIC Electronics यांनी त्यांचे बाजूने Arbitrator नेमणे ऐवजी दि.२०/०६/२०१९ रोजी मा.आयुक्त मनपा यांना ई-मेल व्दारे त्यांचे अन्य एका दाव्यात NCLT हैद्राबाद बेंच दि.१३/०३/२०१८ च्या निकालाची प्रत जोडून त्यांचे प्रतिनीधी प्रभाकर एन. यांचे पत्राव्दारे कळविले आहे.

सदर बाबत नाशिक मनपा आयुक्त महोदय यांचेशी चर्चा केली असता या बाबत नाशिक मनपाने मुंबई उच्च न्यायालयात दाद मागावी असे निर्देश दिले आहेत. तरी आपण MIC Electronics यांचे उपरोक्त दाव्यातील मनपाचे Sinior Advocate श्री.पी.नारायण,पुणे यांचेशी चर्चा करून, याबाबत मुंबई उच्च न्यायालयात दाद मागणेकामी Petition तयार करून सादर करावे ही विनंती.

प्रत्यक्ष भेटीचे वेळी दि.११/०७/२०१९ रोजी अपणास खालील प्रमाणे झेरॉक्स सेट अवलोकनार्थ देणेत आलेले आहेत.

१) दावा क्र.१०/२०१५ ची प्रत.
२) दावा क्र.१०/२०१५ ची अंतरिम निकाल प्रत.

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३) दावा क्र.१०/२०१५ ची अंतीम निकाल प्रत.

४) दावा क्र.२९४/२०१५ ची प्रत.

५) ॲड.पी.नारायण सो. यांचे मार्फत MIC Electronics यांना दिलेल्या दि.१०/०५/२०१९ च्या नोटीस ची प्रत.

६) MIC Electronics यांचे दि.२०/०६/२०१९ रोजी प्राप्त झालेल्या पत्राची प्रत.

७) नाशिक मनपा मध्ये B.O.T. तत्वावर एलईडी लाईट लावणे या कामाच्या नस्तीची झेरॉक्स प्रत, त्यामध्ये झालेल्या करारनामा व कार्यादेशाची प्रत आहे.

तरी वरील प्रमाणे कार्यवाही करावी ही विनंती.

अधिक्षक अभियंता (विद्युत)
विद्युत यांत्रिकी विभाग
नाशिक महानगरपालिका, नाशिक

प्रत माहितीस्तव:
मा.आयुक्त महोदय, मनपा नाशिक.

DFA

(9607)

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- 0253 - 2222434

ई-मेल आयडी :- ee_electrical@nmc.gov.in

कार्यालय
विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.

NMC/ELECMECH/OWF/ /2019

जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९

दिनांक :- / /२०१९.

Date – July 25, 2019

To,
Sh. Vaibhav P. Patankar
Advocate
Ground Floor, Sargam CHS, Near Shiv Sena Shakha
Charai, Thane (W)
Pin code: 400601
Maharashtra
Patankarandassociates1@gmail.com

Subject – Getting opinion on the Project of Nashik Municipal Corporation project: Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis

Dear Sir,

This is in reference to Request for Proposal for selection of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.

A. Escrow Clarification

The matter is related to opening and making initial deposit in Escrow. Condition of Escrow varies in parts of RfP, as follows:

1. RfP

Clause 4.4 under heading "relating to escrow account, if any" and sub-heading "Deposit and Replenishment Request": ***After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount*** + (average baseline energy consumption per month * guaranteed saving quoted by bidder * 3 * unit rate); After that for each month NMC will deposit amount equal to (Last month MSEDCL bill*100/(100-guaranteed saving quoted by bidder)). In the event that the amount in CONCESSIONAIRE Project
Account falls below 30% of the previous deposited amount or on payment of monthly energy saving fee for subsequent two months, whichever is earlier, the Escrow Agent shall send a written request (Replenishment Request) to NMC to replenish the CONCESSIONAIRE Project Account and with a copy to the CONCESSIONAIRE for the same."

2. Clause 8.4. of RfP - Annexure IV: Draft Agreement

(also referred to as Energy Savings Performance Contract (ESPC) or Concession Agreement)
Clause 4.2.b of this Draft Agreement: ***NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC).***

96692

3. Clause 8.7. of RfP - Annexure VII: DRAFT ESCROW AGREEMENT

Clause 3.2.a of Draft Escrow Agreement:

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) After successful implementation period (9 months) NMC shall deposit an initial deposit amount as last three month MSEDCL bill amount + (average baseline energy consumption per month * guaranteed saving quoted by bidder

B. Request by Tata Projects Limited (TPL)

TPL won the bid and was issued Letter of Award on March 6, 2019. However, due to their internal process and lending bank request, TPL has requested to follow the provision related to opening and initial deposit in Escrow as per draft Agreement (appended in RfP under its Clause 8.4), which is: ***"NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)".***

It may be noted that the initial deposit would lie in Escrow account for approximately 9 months (which is period of installation of Street Light fixtures) and disbursements would be made to TPL only after installation of at least 80% fixtures. This is settled as per RfP conditions, draft agreement, draft Escrow agreement and there would not be any change in this condition.

Your opinion is requested on whether it would be permissible to open and make initial deposit in Escrow account as per draft Agreement (appended in RfP under its Clause 8.4) in case TPL's Escrow bank offers equal or more interest than what is current interest rate on NMC deposits (hence no financial loss to NMC)?

Regards

Executive Engineer (Electrical department),
Nashik Municipal Corporation

Encl:

- TPL request dated: June 24, 2019 vide reference: TPL-M/UI-SC/NSL/1968
- PMC, Nashik Smart City opinion
- Interest rate offer from IndusInd bank
- Request from TPL to share draft agreement after submission of interest offer by IndusInd Bank
- Copy of Tender
- Copy of Draft Agreement (included in Tender on page 121 to 147 and relevant clause highlighted in yellow)
- Copy of Draft Escrow (included in Tender on page 152 to 166 and relevant clause highlighted in yellow)

9663

TATA

Ref: TPL-M/UI-SC/NSL/1968

Date: 24.06.2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:

1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 06.03.2019
3. NMC letter dated 15.06.2019 vide email
4. TPL letter dated 20.06.2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis **– Signing of Contract Agreement**

Dear Sir,

In reference to the subject matter and in continuation to TPL's letter cited at Sr. No 4, we further clarify the following for your kind consideration:

1. Your good self may please acknowledge that the draft Contract Agreement at Annexure-IV, Page 126 of Concessionaire document, provides the provision of funding of Escrow account by NMC within one month of signing of Energy savings and Performance Contract (ESPC).

2. Accordingly, we have proposed to sign the ESPC as per the aforesaid provision vide E-mail dated 04.05.2019 which was also acknowledged by NMC vide E-mail dated 08.05.2019.

3. Subsequently, NMC vide E-mail dated 09.05.2019 has informed that they propose to modify the above existing provision of the draft Concession Agreement which led to the current lack of consensus on the contents for signing of Agreement.

4. NMC has informed that they intend to rely on the provisions mentioned in RFP and draft Escrow agreement format which state that Escrow agreement shall be funded after 9 month implementation period.

5. In the above regard, TPL invites attention to clause 2.1 of draft Contract Agreement which clarifies that the Concessionaire Agreement has the highest priority in event of any conflict / ambiguity.

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com

Registered Office Mithona Towers -I 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057433

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6. Accordingly, the funding of Escrow account by NMC is to be done within one month of signing of ESPC as per clause 2.1 of draft Concession Agreement.

7. Notwithstanding the above, if NMC still considers that there exists an ambiguity regarding the funding of Escrow account, TPL informs that such ambiguity is to be dealt as per the rule of "Contra Proferentem" in the Contract law. The said principle states that, where a promise, agreement or term is ambiguous, the preferred meaning should be the one that works against the interests of the party who provided the wording i.e., the contract draftsmen is to bear the consequences of any ambiguity under the Contract.

In view of above, TPL requests NMC to consider the acceptance of provision regarding the funding of Escrow Agreement as mentioned in the draft Concessionaire Agreement for earliest signing of Contract. Notwithstanding the aforesaid, TPL informs its readiness to resolve the issue amicably and looks forward for earliest signing of the Contract.

Thanking you and assuring our best of services at all times.

Yours faithfully,

For Tata Projects Ltd.

Ravishankar Chandrasekaran
Vice President & SBG Head – Urban Built Form

		Yes Bank	Indusl[illegible]nk
Escrow Account (Saving Account) (for 1 cr to 99 cr.)			
	1 Cr & above	6.25% p.a.	
Fixed Deposit Rates (for 5.1 to 10 Cr)			Callable
	121 to 150	7.25	6.6
	151 to 180	7.35	
	181 to 184	7.55	
	185 to 210	7.55	
	211 to 240	7.55	6.9
	241 to 270	7.6	6.9
	271 to 365	7.65	[illegible]
	366 days and more	7.75	7.25

969

9666

Subject	**NMC - Fixed Deposits proposal**
From	SJN Gupta Vutukuri <gupta.vutukuri@indusind.com>
To	ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc	se_mech@nmc.gov.in <se_mech@nmc.gov.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Hetal Samani <Hetal.Samani@indusind.com>, Abhishek Das <abhishekdas@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, Sandeep Paranjpe <sandeep.paranjpe@indusind.com>, Saket Bihari <Saket.Bihari@indusind.com>, commissioner@nmc.gov.in <commissioner@nmc.gov.in>, Viral Shah <viralshah@tataprojects.com> 1 more...
	2019-07-18 15:28

Dear Sir,

The given proposal is also applicable to the term deposits created out of funds in the escrow account.

Note: The FD rates are date specific and valid for the day for which proposal is submitted.

Regards
Sent from Workspace ONE Boxer

On 17 Jul 2019 4:20 pm, SJN Gupta Vutukuri <gupta.vutukuri@indusind.com> wrote:
Dear Sir / Ma'am,

Please find the attached FD proposal for your consideration. Original will be handed over by our counterparts.

EE Sh. Vanmali
pl. put up immediately
18/7/19

IndusInd Bank
Thanks & Regards
SJN Gupta Vutukuri
Relationship Manager – Corporate & Investment Banking Group
IndusInd Bank, # 1- 10- 72, 3rd Floor, Ashoka Janardhan Chambers, Begumpet, Hyderabad – 500 016
' +91 40 40916205 ' 9100158020 7 +91 40 39151043 * gupta.vutukuri@indusind.com
P *Save paper, print if you have to. Save energy, cc if you have to.*

****
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****

Sh. A.K. Patil
Put up with file
19/7/19

91662

Subject **NMC - Fixed Deposits proposal**
From SJN Gupta Vutukuri <gupta.vutukuri@indusind.com>
To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Cc se_mech@nmc.gov.in <se_mech@nmc.gov.in>, pmc@nashiksmartcity.in <pmc@nashiksmartcity.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Hetal Samani <Hetal.Samani@indusind.com>, Abhishek Das <abhishekdas@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, Sandeep Paranjpe <sandeep.paranjpe@indusind.com>, Saket Bihari <Saket.Bihari@indusind.com>, commissioner@nmc.gov.in <commissioner@nmc.gov.in>, Viral Shah <viralshah@tataprojects.com>
Date 2019-07-18 15:28

Dear Sir,

The given proposal is also applicable to the term deposits created out of funds in the escrow account.

Note: The FD rates are date specific and valid for the day for which proposal is submitted.

Regards
Sent from Workspace ONE Boxer

On 17 Jul 2019 4:20 pm, SJN Gupta Vutukuri <gupta.vutukuri@indusind.com> wrote:

Dear Sir / Ma'am,

Please find the attached FD proposal for your consideration. Original will be handed over by our counterparts.

Thanks & Regards
SJN Gupta Vutukuri
Relationship Manager – Corporate & Investment Banking Group
IndusInd Bank, # 1- 10- 72, 3rd Floor, Ashoka Janardhan Chambers, Begumpet, Hyderabad – 500 016
M: +91 40 40916205 / 9100158020 F: +91 40 39151043
E: sjn.gupta@indusind.com

P *Save paper, print if you have to. Save energy, CC if you have to.*

This Email and files transmitted are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this Email in error please notify the system manager. Please note that any views or opinions presented in this Email are solely those of the author and do not necessarily represent those of IndusInd Bank Ltd. Finally, the recipient should check this Email and any attachments for the presence of viruses. IndusInd Bank Ltd. accepts no liability for any damage caused by any virus transmitted by this Email.

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(966)

IndusInd Bank

IndusInd Bank

Begumpet Branch
Hyderabad – 500 003

QUOTATION

Date: 17th July 2019

To

The Commissioner,

Nasik Municipal Corporation,

NASIK

Dear Sir,

Sub: Deployment of term deposits

With reference to the above, we are pleased to offer the rates as given in Annexure to this letter for the placement of bulk term deposits of above Rs. 5 Cr up to Rs. 10 Cr with us for various tenors. The above rates are valid for placement of deposits on 17th July 2019.

We look forward to a favorable response from you.

Yours faithfully,
FOR INDUSIND BANK LTD

V. S. J. Gupta

([redacted] Relationship Manager)

Regional Office, Hyderabad: IndusInd Bank Limited, # 1-10-72, 3rd Floor,
Ashoka Janardhan Chembers, Begumpet, Hyderabad 500 016, India. Tel: (9140) 41916130

Registered Office: 2401 Gen. Thimmayya Road, Pune 411 001, India
Tel.: (020) 2634 3201 Fax: (020) 2634 3241 Visit us at www.indusind.com
CIN: L65191PN1994PLC076333

Annexure

From		To		Interest Rate 5crs to 10crs (% p.a.) Callable
7	days	14	Days	5.55
15	days	30	Days	5.60
31	days	45	Days	5.80
46	days	60	Days	6.10
61	days	90	Days	6.30
91	days	120	Days	6.55
121	days	179	Days	6.60
180	days	210	Days	6.85
211	days	270	Days	6.90
271,	days	364	Days	7.00
365	days	1 Year 2 Months		7.25

91022

		Yes Bank	IndusInd Bank
Escrow Account (Saving Account) (for 1 cr to 99 cr.)			
	1 Cr & above	6.25% p.a.	
Fixed Deposit Rates (for 5.1 to 10 Cr)			Callable
	121 to 150	7.25	6.65
	151 to 180	7.35	
	181 to 184	7.55	7
	185 to 210	7.55	7
	211 to 240	7.55	7.15
	241 to 270	7.6	7.15
	271 to 365	7.65	7.2
	366 days and more	7.75	7.3

96628

(9624)

TP LUMINAIRE

Extracts of Resolution passed by the Board of Directors of TP Luminaire Private Limited on 17th July 2019

Authorisation for signing the Contract documents with Nashik Municipal Corporation

"RESOLVED THAT in supercession of earlier resolutions passed in this regard, pursuant to the terms and conditions of the following documents, viz.

1. Letter of Award vide Ref. No. 238 dated 06/03/2019 selecting Tata Projects as the Concessionaire for implementing Smart LED Street Lights Project issued by Nashik Municipal Corporation
2. Annexure - A to Corrigendum - 5 dated 18/01/2019 to the Tender Document issued by Nashik Municipal Corporation, clarifying that SPV Company of the Concessionaire is permitted to sign the Contract and execute the Project
3. Objects Clause of the Memorandum of Association of TP LUMINAIRE PRIVATE LIMITED

consent and approval of the Board of Directors be and is hereby accorded to get the Concessionaire Agreement and all other related documents signed with Nashik Municipal Corporation by TP Luminaire Private Limited (CIN No.: U45309TG2018PTC128877 dated 10/12/2018), which is a Wholly Owned Subsidiary Company of Tata Projects Limited formed as a SPV (Special Purpose Vehicle) Company to execute Smart Street Lighting Projects.

RESOLVED FURTHER THAT Mr. Arvind Chokhany failing him Mr Ravishankar Chandrasekaran failing him Mr Kishor Jha, Directors, be and are hereby severally authorized to sign the concessionaire agreement, letters, documents and do all such acts, things and deeds as may be required on behalf of TP Luminaire Private Limited in this regard."

Certified True Copy

For TP Luminaire Private Limited

Director

Email Recd on 22/7/2019
Sh. Bhosale
Put up HR
Dy Engr/Nodal offic
of smart lighting
25/7/19

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

9666

P. Narayan & Associates
advocates

P. NARAYAN
B.Sc., LL.M., Advocate
FICA
Member Indian Council of Arbitration (MICA)
Member Chartered Institute of Arbitration (London)

Ms. SATHYA NARAYAN
B.Sc., LL.M. (Int), LL.M. (Com.)
Advocate

RAJESH KADOLKAR
B.S.L., LL.B.
Advocate

KEDAR DHONGDE
B.Com, LL.M., D.T.L.
Advocate

Outward No. L/6/7/19

Date : 31.07.2019

To,
The Hon'ble Commissioner,
Nashik Municipal Corporation, Nashik.

Reference : Your letter bearing No. 530/2019 sent by Additional Engineer Electrical Department for my opinion.

Sir,

With reference to said letter in connection with the contract entered into with MIC Electronics following are my observations and opinion.

That in connection with said contract which was entered into with MIC Electronics there were lacunas on part of MIC. That in first place said MIC Electronics did not start work as contemplated, in the second place the LED lights which were supplied were not up to standard prescribed by agreement, in the third place material supplied was not accompanied by certificate issued by Government, in the fourth place the company has got the bank guarantees split into two bank guarantees at Rs. 20 Crores each and one bank guarantee of Rs. 40 Crores and has illegally assigned the bank guarantee worth Rs. 40 Crores in favour of Energy Efficiency Services Ltd. without consent of bank and against norms of Reserve Bank of India.

It is worth noting that in spite of default committed by MIC Electronics, the company itself issued notice of termination dated 20.05.2015 and therefore apprehending encashment of bank guarantee two proceedings were initiated one in form of application under section 9 of Arbitration Act and another by way of Special Civil Suit where in Energy Efficiency Service Ltd. was made a party who was not party to Arbitration

Chamber : 1 New Lawyer's Chamber, District Court Compound, Shivajinagar, Pune 411 005 ☎ 25534887 Time : 11 a.m. to 5 p.m.
Office : Block No. 3, Uberoi House, S. No. 67/2, Nal Stop, Karve Road, Pune 411 004 ☎ 25434758, 25435514 Fax No. : 2544956+
Time : 9.30 to 11 a.m. / 6 to 8.30 p.m. E-mail : pnarayan001@gmail.com

agreement. The said suit was filed as per the existing provision of Arbitration Act.

It is also pertinent to note that said company MIC Electronics had filed Writ Petition No. 9873/17 before Hon'ble Bombay High Court seeking directions for implementation of LED project. The Hon'ble High Court by its order dated 12.10.2017 has rejected Writ Petition and has observed "that the notice dated 20.05.2015 and Writ Petition clearly show that the petitioner is approbating and reprobating in matter pertaining to agreement".

That in fact said act of approbating and reprobating is also evident from fact that the said company has been attempting to approach Corporation as well as Government to pressurize Corporation to again allot the work to them in spite of notice of termination.

According to me once the company has allegedly terminated the agreement only alternative left with the Corporation is to find some other supplier for supplying LED which is being done by the Corporation and make claim against company.

That as regards the query of the corporators which is annexed to letter sent to me I am of the opinion that the company itself has terminated the contract on 20.05.2015 and has not taken any action for recovery of alleged compensation after accrual of alleged cause of action and therefore according to me any claim if made prima facie would be beyond limitation.

That in light of what is stated above there is no impediment in way of Municipal Corporation floating another tender and allotting contract to any third party at cost and risk of MIC Electronics, I hope this satisfies your query.

Regards.

For Advocate P. Narayan

9685

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ५६८/२०१९
दिनांक ०१ / ०८ /२०१९
NMC|ELECMECH|IWL|2019|280

प्रति,

१) मा.अतिरीक्त आयुक्त (शहर) सो. मनपा,नाशिक
२) मा.मुख्य कार्यकारी अधिकारी,NMSCDCL ,नाशिक
३) मा.मुख्य लेखापरिक्षक,नाशिक
४) मा.मुख्य वित्त व लेखाधिकारी,नाशिक
५) मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी),नाशिक

विषय: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

संदर्भ : १)मा.महासभा ठराव क्र.१६१० दि.१८/०१/२०१८

२)मा. स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

महोदय,

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईटींग प्रकल्पाच्या निविदेबाबत निर्णय घेणेसाठी समितीची बैठक शुक्रवार दि.०२/०८/२०१९ रोजी सकाळी ११:३० वाजता मा.अतिरीक्त आयुक्त(शहर) यांचे दालनात आयोजीत करणेत आलेली आहे.

सदरचे बैठकीस आपण उपस्थित रहावे ही विनंती.

o/c

कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीस्तव सादर :

मा.आयुक्त सो., मनपा नाशिक. 9/8/19

1)

2) मा. अति. आयुक्त (शहर) सो. 1/8/19

3) मा. मुख्य कार्य. अधि., NMSCDCL, नाशिक 1/08/19

4) मा. मुख्य लेखापरिक्षक 9/8/2019

5) मा. मुख्य वित्त व लेखाधिकारी 1/8/19

6) ~~मा. आयुक्त सो. कार्यालय~~
7) मा. अधिक्षक अभियंता (वि.यां)

सैय्यद मुशिर मुनिरोद्दीन

नगरसेवक : प्रभाग क्र. १४ (क)
मा. स्थायी समिती सदस्य
नाशिक महानगरपालिका, नाशिक

SAYED MUSHIR MUNIRODDIN

Corporator : Prabhag No. 14 ©
Member of Standing Committee
Nasik Mahanagarpalika.
Nasik. (Maharashtra)

पत्ता : १, साहील अपार्टमेंट, ड्रिम व्हॅली, शिंगाडा तलाव, नाशिक - ४२२ ००१. मो. : **9096199786**

DATE-31-07-2019

प्रति,

मा.आयुक्त सो.
नाशिक म.न.पा. नाशिक.

आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. ०१/०८/१९

विषय : म.न.पा. नाशिक विद्युत विभागाद्वारे नवीन LED प्रकल्प निविदा प्रक्रिया संबंधी हरकत असणे बाबत.

महोदय,

वरील विषयानुसार आपणास कळवु इच्छीतो की, म.न.पा. नाशिक विद्युत विभागाने नवीन LED प्रकल्प साठी निविदा प्रक्रिया राबवलेली आहे. सदरील कामा करीता निविदा प्रक्रिया करारनाम्या पर्यंत पोहचलेली आहे परंतु सदरील नवीन निविदा प्रक्रिया राबवितांना अनेक गंभीर स्वरुपाचे चुका म.न.पा.विद्युत विभाग व प्रशासनने केलेले आहे. ज्याचा आर्थिक भुरदंड म.न.पा. च्या तिजोरीवर येवु शकतो.

मागील LED प्रकल्प मक्तेदार एम.आय.सी. कंपनी ला LED प्रकल्प मध्ये कार्यादेश देण्यात आलेला होता आणि या कंपनीने LED दिवे लावण्याचा काम सुरू ही केलेला होता. काही कारणास्तव एम.आय.सी. कंपनीकडुन म.न.पा. ने काम काढुन घेतले. एम.आय.सी. कंपनी नुकसान भरपाईसाठी मा. उच्च न्यायालयामध्ये अपीलाद्वारे दाद मागण्यासाठी गेलेली आहे. अद्याप मा.उच्च न्यायालयाचा या अपीला संदर्भात निर्णय येणे प्रलंबित आहे. या दरम्यान म.न.पा. विद्युत विभागाने नवीन LED प्रकल्प निविदा प्रक्रिया राबवुन करारनाम्या पर्यंत आणुन ठेवलेली आहे.

सदरील नवीन LED प्रकल्पाला स्थायी समिती मध्ये प्रस्तावीत करतांना प्रशासनाकडुन मागील न्यायालयीन प्रक्रिया बाबत स्थायी समितीला पुर्णपणे अंधारात ठेवण्यात आले होते. स्थायी समिती मध्ये आम्ही सदस्यांनी लोकांचे हित व शहराची गरज बघुन या प्रस्तावाला मंजुरी दिली होती. कालांतराने न्यायालयीन प्रक्रिया बाबत मला माहिती झाली आणि ही बाब अत्यंत गंभीर आहे हे लक्षात आल्यानंतर मी सदरील माझी हरकत नोंदवित आहे. जर या प्रकरणात एम.आय.सी. कंपनीच्या बाजुने मा.उच्च न्यायालयाचा निर्णय गेल्यास तर म.न.पा. ला मोठा आर्थिक भुरदंड सोसावा लागेल. यासाठी नवीन निविदा प्रक्रिया राबविणारे तत्कालीन आयुक्त, विद्युत विभागाचे अभियंता ज्यांनी नवीन प्रक्रियेला मंजुरी दिलेली आहे. त्यांना वैयक्तीक जवाबदार धरण्यात यावा. भविष्यात आर्थिक भुरदंड म.न.पा. च्या तिजोरीतुन न देता यांना वैयक्तीक जवाबदार धरून वसुल करण्यात यावा.

कळावे,

आपला

विद्युत विभाग
आवक नं. ...२४७...
दिनांक- ०२/०८/२०१९

9662

Finalization of Concessionaire Agreement for Smart Street Light Project in Nashik

9687

Date: August 2, 2019
Time: 11.50 am to 1.30 pm
Place: Office of Additional Commissioner, Nashik Municipal Corporation (NMC), Nashik

S. No	Designation	Signature
1	Additional Commissioner, NMC	2/8/19
2	Chief Auditor, NMC	
3	CAFO	2/8/19
4	CEO, NMSCDCL	
5	Superintending Engineer, Electrical-Mechanical Department, NMC	
6	Executive Engineer, Electrical Department, NMC	2/8/19
7	Dy. Engineer, Electrical Department, NMC	
8	Dy. Engineer, Electrical Department, NMC	
9	PMC, NMSCDCL	
10	PMC, NMSCDCL	

(१६९५)

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ५६८/२०१९
दिनांक ०१/ ०८/२०१९

प्रति,
१) मा.अतिरीक्त आयुक्त (शहर) सो. मनपा,नाशिक
२) मा.मुख्य कार्यकारी अधिकारी,NMSCDCL ,नाशिक
३) मा.मुख्य लेखापरिक्षक,नाशिक
४) मा.मुख्य वित्त व लेखाधिकारी,नाशिक
५) मा.अधिक्षक अभियंता(विद्युत-यांत्रिकी),नाशिक

विद्युत
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. १/८/१९
आवक

विषय: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

संदर्भ : १)मा.महासभा ठराव क्र.१६१० दि.१८/०१/२०१८
२)मा. स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

महोदय,

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईटींग प्रकल्पाच्या निविदेबाबत निर्णय घेणेसाठी समितीची बैठक शुक्रवार दि.०२/०८/२०१९ रोजी सकाळी ११:३० वाजता मा.अतिरीक्त आयुक्त(शहर) यांचे दालनात आयोजीत करणेत आलेली आहे.

सदरचे बैठकीस आपण उपस्थित रहावे ही विनंती.

१/८/१९

कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक.

प्रत माहितीस्तव सादर :
मा.आयुक्त सो., मनपा नाशिक.

9696

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- 0253 - 2222434

ई-मेल आयडी :- ee_electrical@nmc.gov.in

कार्यालय
विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.

NMC/ELECMECH/OWF/ /2019

जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९

दिनांक :- / /२०१९.

OC:

Date – August 3, 2019

To,

The Vice President - Smart Cities
Tata Project Limited
One Boulevard, 2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranandani Business Park,
Powai, Mumbai
Maharashtra - 400076

Reference:

1. Letter of Award (LoA) issued in favour of Tata Projects Limited (TPL) dated March 6, 2019
2. PBG amounting to Rs. 8,25,00,000/- (Rs. Eight crore twenty five lakhs only) issued by State Bank of India vide no. 1303919BG0000165
3. Submission of true copy dated March 25, 2019 of "minutes of 216th Meeting of Board of Directors of TPL held on March 22, 2019"
4. Email from TPLdated July 19, 2019 mentioning the submission of interest rates on initial deposit in Escrow by TPL's contracted bank – IndusInd Bank
5. Interest rate offer from TPL's contracted bank – IndusInd Bank on July 17, 2019
6. Request from TPL vide. reference number TPL-M/UI-SC/NSL/1968 dated June 24, 2019

Subject: Final copy of Contract agreement for signing

light of the request made by TPL on June 24, 2019vide. reference number TPL-M/UI-SC/NSL/1968 and ssurance from TPL of no financial loss to authority (NMC) in form ofsubmission of interest rate offer by 's contracted bank – IndusInd Bank on July 17, 2019 (or other bank as may be mutually agreed) and TPL's endorsement of the same on June 24, 2019, please find final draft of concession agreement for signing.

Concession agreement needs to be signed latest by August 7, 2019.

Regards
3/8/19
Engineer-in-charge, Electrical Department
Nashik Municipal Corporation

agreement. The said suit was filed as per the existing provision of Arbitration Act.

It is also pertinent to note that said company MIC Electronics had filed Writ Petition No. 9873/17 before Hon'ble Bombay High Court seeking directions for implementation of LED project. The Hon'ble High Court by its order dated 12.10.2017 has rejected Writ Petition and has observed "that the notice dated 20.05.2015 and Writ Petition clearly show that the petitioner is approbating and reprobating in matter pertaining to agreement".

That in fact said act of approbating and reprobating is also evident from fact that the said company has been attempting to approach Corporation as well as Government to pressurize Corporation to again allot the work to them in spite of notice of termination.

According to me once the company has allegedly terminated the agreement only alternative left with the Corporation is to find some other supplier for supplying LED which is being done by the Corporation and make claim against company.

That as regards the query of the corporators which is annexed to letter sent to me I am of the opinion that the company itself has terminated the contract on 20.05.2015 and has not taken any action for recovery of alleged compensation after accrual of alleged cause of action and therefore according to me any claim if made prima facie would be beyond limitation.

That in light of what is stated above there is no impediment in way of Municipal Corporation floating another tender and allotting contract to any third party at cost and risk of MIC Electronics, I hope this satisfies your query.

Regards.

For Advocate P. Narayan

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P. Narayan & Associates
advocates

P. NARAYAN
B.Sc., LL.M., Advocate
FICA
Member Indian Council of Arbitration (MICA)
Member Chartered Institute of Arbitration (London)

Ms. SATHYA NARAYAN
B.Sc., LL.M. (Int'l), LL.M. (Com.)
Advocate

RAJESH KADOLKAR
B.S.L., LL.B.
Advocate

KEDAR DHONGDE
B.Com, LL.M., D.T.L.
Advocate

Outward No. L/6/7/19 Date : 31.07.2019

To,
The Hon'ble Commissioner,
Nashik Municipal Corporation, Nashik.

Reference : Your letter bearing No. 530/2019 sent by Additional Engineer Electrical Department for my opinion.

Sir,

With reference to said letter in connection with the contract entered into with MIC Electronics following are my observations and opinion.

That in connection with said contract which was entered into with MIC Electronics there were lacunas on part of MIC. That in first place said MIC Electronics did not start work as contemplated, in the second place the LED lights which were supplied were not up to standard prescribed by agreement, in the third place material supplied was not accompanied by certificate issued by Government, in the fourth place the company has got the bank guarantees split into two bank guarantees at Rs. 20 Crores each and one bank guarantee of Rs. 40 Crores and has illegally assigned the bank guarantee worth Rs. 40 Crores in favour of Energy Efficiency Services Ltd. without consent of bank and against norms of Reserve Bank of India.

It is worth noting that in spite of default committed by MIC Electronics, the company itself issued notice of termination dated 20.05.2015 and therefore apprehending encashment of bank guarantee two proceedings were initiated one in form of application under section 9 of Arbitration Act and another by way of Special Civil Suit where in Energy Efficiency Service Ltd. was made a party who was not party to Arbitration

Chamber : 1 New Lawyer's Chamber, District Court Compound, Shivajinagar, Pune 411 005 ☎ 25534887 Time : 11 a.m. to 5 p.m.
Office : Block No. 3, Uberoi House, S. No. 67/2, Nal Stop, Karve Road, Pune 411 004 ☎ 25434758, 25435514 Fax No. : 25449564
Time : 9.30 to 11 a.m. / 6 to 8.30 p.m. E-mail : pnarayan001@gmail.com

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Strictly Private & Confidential

KPMG

Letter no: PMC/349/2019-20 **Date: 08th August 2019**

To,

Executive Engineer (Electrical)
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road.

Subject: **Validation of Bank Gauarantee for Performance Security of M/s Tata Project, Hyderabad.**

Dear Sir,

Please find attached letter for validation of Bank Guarantee for Performance Security by M/s Tata Projects, Hyderabad for validation form State Bank of India, Hyderabad.

With regards

Harshade 8/8/19

Harshad Dhande,
Project Director, PMC
Nashik.

विद्युत विभाग
आवक : ९३०
दिनांक : ८/८/२०१९

B.U.Roy
7/8/19

उपकार्यकारी (पूर्व)
for n.a.
8/8/19

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NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, Nashik – 422002

Visit us at: www.nmc.gov.in Email: se_mech@nmc.gov.in

O.No: NMC/VM(Mech)/SE/ /2019
Date: / /2019

To,

State Bank of India,
Commercial Clients Group Branch
Door No 8-2-684/2/A, Anand Banjara Colony,
Road No-12, Banjara Hills,
Hyderabad -500034

Subject: - Validation of Submission of Bank Guarantee for Performance Security submitted by M/s Tata Projects, Hyderabad.

Dear Sir,

The Nashik Municipal corporation with Nashik Municipal Smart City Development Corporation Limited (NMSCDCL) which is an Special Purpose Vehicle to execute the Smart city projects at Nashik for PAN City implementation of Street light project.

The Successful Bidder M/s TATA Projects Limited, Mumbai has submitted a Bank Guarantee for performance Security bearing Number 1303919BG0000165 dated 29-Mar-19 by your bank as attached in the Enclosure-1 for 6 Pages.

Request you to confirm that the Sanctity of correctness of certificate which has been issued by your bank. We would appreciate your early response so that we expedite our contract signing process.

Executive Engineer (Electrical)
Nashik Municipal Corporation

Enclosure: 1303919BG0000165 dated 29-Mar-19 from SBI Bank

Cc: PMC, KPMG for your information



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(9206)



తెలంగాణ तेलंगाना TELANGANA R 669944

S.No. 1946 Date 20/03/2019

Name:E. RAMAKRISHNA

S/o:Satyam

For Whom:STATE BANK OF INDIA

M. RAMADEVI
Licensed Stamp Vendor
Lic. No. 22-07-36/2017
R/o. Yapral, Secunderabad.
Ph.No.8885278973

1 3 0 3 9 1 9 BG 0 0 0 0 1 6 5

1 3 0 3 9 1 9 BG 0 0 0 0 1 6 5

29 MAR 2019

As per the terms of the RFP, the Successful Bidder (ie. TATA Projects Limited) has formed a Special Purpose Vehicle (SPV) with the name "TP LUMINAIRE PRIVATE LIMITED (M/s TP Luminaire Private Limited), to carry out the activities awarded under Letter of Award NMC/ELECMECH/OWF/238/2019 dated 06/03/2019(hereinafter called "the Concessionaire") by entering into the concession agreement with NMC.

As per the terms of the RFP, the **State Bank of India at Commercial Clients Group Branch, Door No 8-2-684/2/A, Anand Banjara Colony, Road No 12, Banjara Hills, Hyderabad – 500 034** (hereinafter referred to as 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NMC forthwith on demand in writing from NMC or any officer authorized by it in this behalf, an amount up to and not exceeding **Rs 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only)**, on behalf of M/s TP Luminaire Private Limited.

This guarantee shall be valid and binding on this Bank up to and including **June 25, 2020** and shall not be terminable by notice or any change in the constitution of the Bank or the changes in the term of contract or by any other reasons whatsoever. Our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

S.No. 1047 Date 20/03/2019

Name:E. RAMAKRISHNA

S/o:Satyam

For Whom:STATE BANK OF INDIA

M. RAMADEVI

Licensed Stamp Vendor

No.22/96, R.No.15-07-[illegible]/2017

City Civil Court Compound,

East Marredpally, Secunderabad.

P.No.8885278973

R 669945

1 3 0 3 9 1 9 BG 0 0 0 0 1 6 5

HV-5332724

29 MAR 2019

Bank Guarantee for Performance Security

To,

Nashik Municipal Corporation,

Nashik Electrical Engineering Department,

3rd Floor, Rajiv Gandhi Bhawan, Sharanpur Road,

Nashik, Maharashtra - 422 002.

In consideration of Tata Projects Limited, One Boulevard, 2nd, 3rd,4th Floor, Lake Boulevard street, Hiranandani Business Park, Powai, Mumbai 400 076 submitting the response to RFP no NMC/ELED/16/2017-18 dated 23.10.2018 issued by Nashik Municipal Corporation("NMC") and considering such response to the RFP of Nashik Municipal Corporation (Which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting Tata Projects Limited and issuing Letter of Award NMC/ELECMECH/OWF/238/2019 dated 06/03/2019. As per terms of RFP and the same having been accepted by Tata Projects Limited.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-1303

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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29 MAR 2019

1303919BG0000165

Our liability under this Guarantee is restricted to **Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only)**

Our Guarantee shall remain in force until **June 25, 2020**. NMC shall be entitled to invoke this Guarantee till ~~**June 25, 2020**~~. June, 25, 2020

The Guarantor Bank hereby agrees and acknowledges that NMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NMC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by TP Luminaire Private Limited. The Guarantor Bank shall not require NMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against M/s TP Luminaire Private Limited, the [insert the name of the Successful Concessionaire] to or make any claim or demand or give any notice to M/s TP Luminaire Private Limited; or enforce any security held by or levy any distress, diligence or other process against the M/s TP Luminaire Private Limited, before enforcing this BANK GUARANTEE

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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1303919BG0000165

29 MAR 2019

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the NMC in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Nashik shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only).**
2. This Bank Guarantee shall be valid upto 25-June- 2020.
3. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 25-June- 2021.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (सि.एस.)
Deputy Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

(Signature of the Authorized Signatory)(Official Seal)

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-1303

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (सि.एस.)/Manager (C.S.)
वाणिज्यिक ग्राहक समूह शाखा, हैदराबाद
Commercial Clients Group Br-13039, Hyd.

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

Witness:

1.	2. .....
Signature	Signature
Name and Address Abdul Rab, TATA PROJECTS LTD	Name and Address RAMCHARAN, TATA Projects LTD

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SWIFT

Main Reference NO:	1303919BG0000165	**Transaction Reference NO:**	1303919BG0000165
Unit Code:	13039	**Operator:**	5853230
Module Name:	BGIF	**Function Name:**	Inland_Issue_Bank_Guarantee
Transaction Date:	29-03-2019	**Transaction Time:**	15:49:14
Event Time:	1		

MT760COV ackFlag : notifyFlag :

B1:	**Outgoing SWIFT Header 1** F01SBIN001303950000000000
B2:	**Receiver's BIC Code** I760SBIN0010479N
7020:	**Transaction Referance Number (Issuing Bank Guarantee Number)** 1303919BG0000165
7024:	**Type of Bank Guarantee : Performance, Financial, Others** PERFORMANCE
7025:	**Amount of Guarantee Currency Code Amount** INR82500000,
7026:	**Guarantee Validity Guarantee From Date Guarantee To Date** 2019032920200625
7027:	**Guarantee Effective Date** 20190329
7029:	**End date for lodgement of claim** 20210625
7030:	**Place of lodgement of claim** STATE BANK OF INDIA
7031:	**Issuing Branch IFSC** SBIN0013039
7032:	**Issuing branch name and address** STATE BANK OF INDIA SBI, DOOR NO.8 ANAND BANJARA COLONY HYDERABAD
7033:	**Name of applicant and his details** TATA PROJECTS LIMITED MITHONA TOWERS-1,1-7-80 TO 87 PRENDERGHAST ROAD SECUNDERABAD 500003 INDIA

Chief Manager
STATE BANK OF INDIA
Commercial Clients Group Br-13039
Door No. 8-2-684/2/A,
Anand Banjara Colony,
Road No. 12, Banjara Hills,
HYDERABAD-500 034.
Email: cmcsd.ccghyd@sbi.co.in

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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7034: **Name of Beneficiary and his details**

NASHIK MUNICIPAL CORPORATION,
3RD FLOOR, RAJIV GANDHI BHAWAN,
SHARANPUR ROAD, NASHIK MAHARASHTRA
422002

7035: **Beneficiary IFSC**

SBIN0010479

7036: **Beneficiary branch name and address**

STATE BANK OF INDIA
NASIK MAHANAGAR PALIKA BR.
RAJIV GANDHI BHAWAN, SHARANPUR
NASIK

7038: **Purpose of Guarantee**

PERFORMANCE

7040: **Stamp Duty Electronically Paid (Y/N)**

N

7046: **Date of Payment**

20190329

7047: **Place of Payment**

COMMERCIAL CLIENT GROUP BRANCH

7048: **e-Bank Guarantee to be held in Demat Form(Y/N)**

N

20Z: **Transaction Reference Number**

NON-REGULAR

B. VIDYA RANI
SS No. V-3220
CAG-Hyderabad-13039

HARJOT KAUR
SS No. K-11168
Hyderabad-13039

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Ref: TPL-M/UI-SC/NSL/A19

Date: 20.08.2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:

1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 06.03.2019
3. PBG amounting to Rs. 8,25,00,000/- (Rs. Eight crore twenty five lakhs only) issued by State Bank of India vide no. 1303919BG0000165
4. Submission of true copy dated 25.03.2019 of the Board Resolution of Tata Projects Limited for novation of project to TP Luminaire Private Limited

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – **Submission of Contract Agreement.**

Dear Sir,

In reference to the above, we are pleased to submit the signed contract agreement between Nashik Municipal Corporation & TP Luminaire Private Limited (A wholly owned subsidiary of Tata Projects Limited)

Thanking you and assuring our best of services at all times.

Yours faithfully,

For TP Luminaire Private Limited

विद्युत विभाग
अभिवक नं. ....९९५.
दिनांक- २०/८/२०१९

Ravishankar Chandrasekaran
Director

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - I, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard , 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

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TP LUMINAIRE

Circular Resolution No 01/ 2019-20 dated 17th July 2019 passed by the Board of Directors of TP Luminaire Private Limited

Authorisation for signing the Contract documents with Nashik Municipal Corporation

"RESOLVED THAT in supersession of earlier resolutions passed in this regard, pursuant to the terms and conditions of the following documents, viz.

1. Letter of Award vide Ref. No. 238 dated 06/03/2019 selecting Tata Projects as the Concessionaire for implementing Smart LED Street Lights Project issued by Nashik Municipal Corporation
2. Annexure - A to Corrigendum - 5 dated 18/01/2019 to the Tender Document issued by Nashik Municipal Corporation, clarifying that SPV Company of the Concessionaire is permitted to sign the Contract and execute the Project
3. Objects Clause of the Memorandum of Association of TP LUMINAIRE PRIVATE LIMITED

consent and approval of the Board of Directors be and is hereby accorded to get the Concessionaire Agreement and all other related documents signed with Nashik Municipal Corporation by TP Luminaire Private Limited (CIN No.: U45309TG2018PTC128877 dated 10/12/2018), which is a Wholly Owned Subsidiary Company of Tata Projects Limited formed as a SPV (Special Purpose Vehicle) Company to execute Smart Street Lighting Projects.

RESOLVED FURTHER THAT Mr. Arvind Chokhany failing him Mr. Ravishankar Chandrasekaran failing him Mr. Kishor Jha, Directors, be and are hereby severally authorized to sign the concessionaire agreement, letters, documents and do all such acts, things and deeds as may be required on behalf of TP Luminaire Private Limited in this regard."

For TP Luminaire Private Limited

Director

TP LUMINAIRE PRIVATE LIMITED

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

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महाराष्ट्र MAHARASHTRA ◑ 2019 ◑ AT 810589

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.लि.क. /०००००९
- 6 AUG 2019
सक्षम अधिकारी

श्री. सी. टी. आंबेकर

Concession Agreement

This energy savings performance contract (hereinafter called the Concession Agreement) is made on the 20th (twentieth) day of August, 2019 at Nashik by and amongst:

1 Nashik Municipal Corporation, having its headquarter at Rajiv Gandhi Bhavan, Sharanpur Road, Nashik – 422002 through its authorised signatory, hereinafter referred to as **"NMC"**;

And

2 TP Luminaire Private Limited , a company registered under Companies act 2013, having its registered office at Mithona Towers -1, 1-7-80 to 87,Prenderghast Road, Secunderabad 500003, herein after referred to as the **"Concessionaire"**

NMC and the Concessionaire are hereinafter referred to individually as a Party and collectively as the Parties.

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जोडपत्र-२/ANNEXURE - II

19 AUG 2019

मुद्रांक विक्री नोंद वही अनु. क्रमांक / दिनांक Serial No. / Date	
दस्ताचा प्रकार / अनुच्छेद क्रमांक (Nature of Document)	AGREEMENT
दस्त नोंदणी करणार आहेत का ? Whether it is to be Registered	
मिळकतीचे थोडक्यात वर्णन (Property Description in brief)	TP LUMINAIRE PRIVATE LIMITED ONE BOULEVARD, 3RD FLOOR , LAKE BOULEVARD STREET , HIRANANDANI BUSINESS PARK , POWAI, MUMBAI 400076
मुद्रांक विकत घेणाऱ्याचे नांव व सही (Stamp Purchaser's Name & Sign)	
हस्ते असल्यास त्यांचे नांव व पत्ता व सही (If through other person then Name, Add. & Signature)	
दुसऱ्या पक्षकाराचे नांव (Name of the other Party)	
मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	
परवानाधारक मुद्रांक विक्रेत्याची सही JYOTI P. DOOA LSV No. 8000009 6, Kondaji Bldg. No. 3, Nr. Tata Hospital, Parel, Mumbai - 400 012.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.	

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WHEREAS:

a. Nashik Municipal Corporation (NMC) operates the street lighting infrastructure in the city of Nashik and wishes to enter into a Concession Agreement with the Concessionaire. The Concessionaire will undertake the work of replacement of existing street lights in the Pan City area of Nashik City, with energy efficient smart LED street lights, installation of control systems along with operation & maintenance for a Concession Agreement period of 7 Years 9 months and 15 days (the Project) including installation period of 9 months and 15 days (extendable by 3 months with prescribed penalty clause) and remaining for O&M and energy savings payment from the Effective Date. The concession period may be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration
b. The Project area has approximately 80685 street light poles and about 92014 fixtures on the existing street light poles which were operated by 1840 switching points/ feeder panels.
c. The Concessionaire had submitted a bid in response to the request for proposal issued by NMC. During technical evaluation the concessionaire has successfully demonstrated the proof of Concept as per the mentioned criteria in the RFP of smart LED lamps & proposed CSLMS system which has met the technical specifications.
d. NMC has issued LoA no. 238 dated 06.03.2019 and concessionaire has submitted the requisite PBG of
Rs. 8,25,00,000/- (Rs. Eight crore twenty five lakhs only) issued by State Bank of India vide no. 1303919BG0000165.
e. NMC has invited the Concessionaire to enter into this Concession Agreement.
f. The following documents shall be deemed to form and be read and construed as part of this Concession Agreement.
    a. Conditions of Contract
    b. Scope of Services
    c. Technical Specifications of the Project
    d. Baseline energy consumption
    e. Format for weekly reporting of fixture replacement
    f. Service Level Agreement
    g. Letter of Award and
    h. Results of Live Demonstration
    i. All issued corrigenda and addenda

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Concession Agreement to be executed on INR 500 stamp paper by their duly authorized representatives on 20th (twentieth) day of August, 2019.

NOW THEREFORE, the Parties agree as follows:

1. Definitions and interpretations

In this Concession Agreement (including the recitals and schedules), the following words and expressions have the following meanings:

Authority - Municipal Commissioner, acting on behalf of Nashik Municipal Corporation (NMC)

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Commissioning Certificate will be issued by NMC against the installation, verification and testing of all the proposed street light technologies and infrastructure along with CSLMS panels.

Consent - means any permit, approval, authorization, agreement, no objection certificate, waiver or license which is required to be obtained by the Concessionaire in order to perform the Services.

Concession Agreement – this energy saving performance contract entered into between NMC and the Concessionaire on the date hereof, including the recitals and schedules, as may be amended from time to time by the Parties.

Concession Agreement Officer – An officer who has been dully authorized on behalf of NMC

Concessionaire –The Selected Bidder who is responsible for design, build, financing, operate, maintain, monetize and transfer of the Project.

Concessionaire Representative - the person appointed by the Concessionaire to represent the Concessionaire and communicate with NMC.

Corrupt Act – the act of promising, giving, receiving, or agreeing to receive money or some other item of value with a corrupt aim, or perceived aim, of influencing a public official in the discharge of his official duties; and acts giving rise to criminal liability under Indian Laws

Day- Day means a calendar day

Delay Liquidated Damages - means an amount per week of delay calculated in accordance with Section VII of the RFP in the event the Services are not completed in accordance with the Timeline.

Effective Date – the date on which this Concession Agreement and all of its schedules are signed by the duly empowered representatives of all the Parties.

Energy Baseline - has the meaning given in clause 4.9 of RFP.

Energy Conservation Measures (ECSLMS) – the installation of new equipment, modification or alteration of the Existing Lighting Infrastructure by the Concessionaire at the Concessionaire's cost, in the city of Nashik, or revised operation and maintenance procedures to reduce energy and maintenance costs by improving efficiency of use.

Energy Savings - Energy savings is a reduction of energy consumption or electrical demand resulting from the Concessionaire's ECSLMS taking into considerations quality of power supply.

Engineer In charge – Nominated authorized person of NMC.

Existing Lighting Infrastructure - all NMC owned street lighting equipment and apparatuses, including, but not limited to, poles, cables, wires, lighting fixtures, fittings, ballasts, lamps, tubes, switching devices and timers within the Project Area.

Force Majeure Event - has the meaning given in clause 28 of this agreement.

Laws – all current or future applicable Indian laws, administrative regulations, local regulations, regulations on the exercise of autonomy, special regulations, rules, judicial interpretations and other regulatory documents with legal binding force or any compulsory requirement.

Lender – any agency/ person providing financing to the Concessionaire in relation to this Project.

Nodal Officer: Authorized representative representing the Office of Authority

Operation and Maintenance (O&M) – all the activities required for operating and maintaining the street lighting fixtures handed over to the Concessionaire within the Project Area including, but not limited to, those required for meeting the lighting standards specified in this Concession Agreement.

Performance security – has described in Clause 30 of this agreement.

Project – has the described given in the Recitals.

Project Area – has the described given in the Recitals.

Services – the services to be performed by the Concessionaire pursuant to this Concession Agreement and described in Section IV of the RFP.

Term – the period starting on the Effective date and ending after a period of 7 Years 9 months and 15 days from the Effective date, as may be extended in accordance with section 4 of RFP, or on the Termination Date, whichever is earlier The concession period may be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration

Year- means the financial year beginning on the 1st day of April and ending on the 31stday of following March.

2. Interpretations

In this Concession Agreement, unless the context otherwise requires,

a) the words "include" and "including" are to be construed without limitation;
b) Energy Efficiency and EE will be used interchangeably in the document hereafter.
c) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
d) the Schedules to this Concession Agreement form an integral part of this Concession Agreement as though they were expressly set out in the body of this Concession Agreement;
e) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as executed, amended, varied, supplemented, modified or suspended at the time of such reference;
f) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Concession Agreement from or by any Party shall be

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valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

g) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

h) "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

i) The documents forming part of this Concession Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Concession Agreement, the priority of the following documents shall, in the event of any conflict between them, be in the order set out hereunder:
   - this Concession Agreement
   - all other documents forming part of this Concession Agreement

j) The tables of contents and any headings or sub-headings in this Concession Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Concession Agreement.

3. Concession Agreement Documents

This Concession Agreement is the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing approved by the Parties.

4. Term and commencement

4. 1. Effective Date and Term

This Concession Agreement comes into effect on the Effective Date and expires after 7 Years 9 months and fifteen days from the Effective Date (the "Term"), unless terminated earlier pursuant to Clause 10 of this agreement or extended in accordance with clause 4.3 of this agreement.

4.2. Conditions Precedent

The Parties shall ensure that the following conditions are met as soon as possible following the Effective Date:

a. The Concessionaire has paid a fee in Indian Rupees equivalent to INR 85,00,000/- (Rupees Eighty five lakhs only) as an Earnest Money Deposit (submitted at the time of RFP stage). The same shall be returned by the Authority within 15 (fifteen) days of receipt of Performance Security of Rs. 8,25,00,000/- (Rupees Eight Crores Twenty Five Lakhs Only) from the Concessionaire.
b. NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills within 1 month of the signing of Energy Savings and Performance Contract (ESPC)
c. NMC shall provide the Concessionaire with an authorization letter granting the Concessionaire the access to the Existing Lighting Facilities/infrastructure.

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4.3. Extension of Term

NMC on receiving request from the Concessionaire may at its discretion, permit extension of time for execution of the Concession Agreement. The Concession Agreement Period would be 7 Years 9 months and 15 days including implementation period of 30 days of Survey + 8.5 months of installation (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment. After the end date of Concession Agreement, the Concessionaire will not be eligible for any payment except the pending payment of contract duration. The concession period may be extended for next 3 years on the condition to maintain the minimum Performance criteria's as per the RFP based on mutual discussions after successful completion of 6 years of O&M duration

5. Services

5.1. Scope of Services

Without prejudice to any other provision of this Concession Agreement, the Concessionaire shall carry out the Services set out in Section 4 of RFP within the Project Area and undertake the other obligations to be performed by the Concessionaire as further described in this Concession Agreement from the Effective date and until the end of the Term.

5.2. Extension of the Scope of Services

In view of the continuous development of the city, the Concessionaire may be asked to install additional street lights and CSLMS panels and connect the same to overall CSLMS system. In case of such additions after commissioning of the project, the Concessionaire needs to provide fixture capex and cost for O&M per year wattage wise as per asked in the financial format.

Undertakings

The Concessionaire undertakes the following:

a) The provision of the Services shall not contravene any Law of the Country and shall comply with all Laws;
b) The Concessionaire shall perform and complete the Services in a professional, timely, safe and environmentally responsible manner and comply with the safety, health and security regulations in force in India and the State of Maharashtra;
c) The Concessionaire shall use appropriate, advanced and proven technology, software and information systems; and
d) The Concessionaire shall carry out its obligations under this Concession Agreement in a manner which is consistent with Indian standards, international best practices, methods, techniques, skills, diligence and prudence which are generally expected from a Concessionaire with similar obligations.

6. NMC's Responsibilities

6. 1. Access

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NMC shall be responsible for providing the Concessionaire with, free of charge, on and from the Effective Date, access to all the information and data with regards to, the Existing Lighting Infrastructure and all land in the Project Area whose access is required for the performance of Services and in respect of which NMC has control. Access to the Existing Lighting Infrastructure and the land within the Project Area shall confer on the Concessionaire a right to only use the Existing Lighting Infrastructure and the land necessary to enable the Concessionaire to carry out the Services.

The Concessionaire will be provided with a small place in each zone with basic infrastructure where the Concessionaire will make available a person with amenities like computer, printer, phone, complaint register, etc. during working shift timings to register complaints regarding street lighting. These complaint handling centers will be connected to NMC's existing Complaint Management System and such centers should become fully operational within 30 days of allocation of such space by Authority.

If NMC removes any particular pole or fixture after commissioning, the Concessionaire shall be entitled for the Energy Savings Fee that would have arisen out of the energy savings pertaining for such fixture for the remaining life of the Project. If access to any particular pole or fixture is not provided by NMC to the Concessionaire during O&M phase; the Concessionaire shall be entitled to the Energy Savings Fee for the fixtures that would have arisen out of the energy savings pertaining to such fixtures for the amount of time when access was not provided.

6.2. Assistance to Concessionaire

If requested by the Concessionaire, NMC shall facilitate the Concessionaire in a timely and expeditious manner with the following:

a. Obtaining all the consents necessary for the Services (excluding the qualifications that the Concessionaire should already possess) such as construction permits, permits for temporary suspension of water, power or traffic, etc.
b. Protecting underground pipelines, buildings and structures (including historic relics) and trees located on or close to the Project Area
c. Consulting with the Concessionaire if any construction or installation project implemented by NMC or other local public entity in the city of Nashik may have direct or indirect impact on the Concessionaire
d. Obtaining MSEDCL's full cooperation during the Term of the Concession Agreement.

However, the Concessionaire has to arrange all the machineries and equipment required for the implementation of the project at its own expense. Also the Concessionaire shall procure at their sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.3 Lux level measurements

At random during project operation, NMC official shall ask Concessionaire to demonstrate the lux level of operating LED fixture to check compliance with the data recorded during live demonstration. Under such case, Concessionaire will have to install the LED fixture at the site of live demonstration and verify the lux level. If, during such test it is found that lux level has fallen below the minimum required average lux level and uniformity ratio, Concessionaire at its own cost will have to replace all the LED fixtures with similar wattage as per the direction of Engineer In charge. Also, the average

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lux level and uniformity ratio measured, for the existing street light fixture, during the live demonstration will be binding throughout the project term.

6.4 Operation and maintenance

NMC shall be responsible for the O&M of all the identified switching points and street lighting fixtures until the same are handed over to the Concessionaire.

The Concessionaire's Responsibilities

7.1. Energy Baseline Determination

NMC has provided a snapshot of energy consumption baseline conditions of street lighting under its jurisdiction in clause 4.9 of the RFP. Assuming 100% of the street lights are in operation and the average operating hours of the street lights is 11 hours/ day.

The baseline defined in clause 4.9 of the RFP is for existing condition of street lighting system in Nashik. However, actual baseline during the installation period (i.e. from the start of project to complete installation) may vary by ± 15% in terms of number of light points as well as electricity consumption. The Concessionaire may be asked by NMC to install/ uninstall light points during the time of implementation and subsequently, the baseline will be modified on the completion of installation of LED lights. This modified baseline will be considered for assessment of energy savings throughout the concession period for verifying the actual saving.

The Concessionaire, immediately from the Effective date, shall undertake field survey of street lighting systems to identify the fixtures for replacement. The Concessionaire has to perform this task in parallel to other activities and no additional time will be provided for this activity.

7.2. Services

The Concessionaire shall execute the services to be provided in accordance with scope of work.

7.3. Timeline for implementation of the project

The Services to be performed by the Concessionaire has been classified into two tasks.

The Concessionaire has to adhere to the stipulated timelines as mentioned hereunder:

Survey Period: - 30 days Implementation Period: - 8.5 months O&M Period: - 7 Years

Task 1: Replacement of existing luminaires (within municipal boundary of Nashik Municipal Corporation) with LED luminaires (including LED lamp, driver and Luminaire) and installation of (CSLMS) – This activity shall be completed within 9(nine) months and (fifteen) 15 days from the date of signing of this Concession Agreement.

Task 2: Undertake comprehensive operation and maintenance of street lighting network – This activity shall commence from the date of issue of satisfactory Installation, Testing and Commissioning certificate of all LED Street lights from Engineer-in-charge (i.e. only after complete installation in

any particular zone) and shall continue for 7 (seven) consecutive years from the date of completion of Task 1.

7.4. Extension of Implementation Timeline

Notwithstanding the clause 4.3 of this Contract, if the Concessionaire does not have access to part or the whole of the Existing Lighting Infrastructure for any reason, including, but not limited, to a Force Majeure Event (as defined in clause 28 of this agreement) for any period of time during the Term, then the Concessionaire shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for such period of time when the Concessionaire does not have access to all the Existing Lighting Infrastructure in the Project Area. Also, the timeline shall be extended for an equal period of time during which the Concessionaire didn't have access to all the existing Lighting Infrastructure.

7.5 Safety: Concessionaire has to take adequate measures for electrical safety of the systems.

Once the street light to system is handed over to Concessionaire, up to the end of the Concession period, Concessionaire will be solely responsible for any type of electrical accident (Fatal/non-fatal) and related legal and financial Consequence responsibilities shall be borne by Concessionaire.

8. Asset Ownership

8.1. Existing lighting fixtures

NMC shall at all times during the Concession Agreement period remain the owner of the land and the existing lighting infrastructure under its jurisdiction.

The Concessionaire will not be held liable for lighting infrastructure existing prior to the date of commissioning of LED luminaires and CSLMS panels or arising from any event or circumstance that occurred prior to the date of commissioning.

The Concessionaire shall ensure the proper recording of the dismantled conventional fixtures, as per format attached at Annexure V, to office of Authority at least on weekly basis.

8.2. Newly installed equipment and systems

The Concessionaire shall remain the owner of the LED luminaires and CSLMS panels installed by it during the term. The Concessionaire shall undertake all the procurement of equipment and services necessary for the Project. This LED luminaires and CSLMS panels installed by Authority under this contract shall be free of any lien and should have paid all applicable taxes. At the end of the Term, the Concessionaire shall submit to Authority a list of all the equipment, fittings or other items that were replaced during the Terms.

The essence of this Concession Agreement is to keep all the street lights 'ON' and as such any non-functioning of street light fixtures/feeder panels/poles will be adversely reflected on the performance of the Concessionaire. Hence it will be in the interest of the Concessionaire to identify & attend to the

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faults & keep the lights 'ON' in a safe manner. The Concessionaire should employ only qualified and experienced personnel, use proper instruments, take adequate precautions, use good quality material, have proper supervision and maintain proper complaint management and public relations.
The Concessionaire should monitor the electrical load on each phase and each circuit in the panel & also maintain load balance equally on all the phases. He should never allow any circuit to be overloaded.

The material used for the work shall be new & of best quality available and work should be carried out with best workmanship. The material used and works carried out shall conform to the relevant Electricity Act 2003 as amended and rules of Bureau of Indian standards.

At the expiry of the Term/termination of the concession agreement, all rights and titles to, and interests in, all improvements and equipment constructed or systems installed shall be vested in NMC, free and clear of all and any liens and encumbrances created or caused by the Concessionaire. The Concessionaire shall surrender possession of the LED luminaires and CSLMS panels, along with CSLMS bill of material, to NMC.

10. Termination

10.1. Termination events
This Concession Agreement shall terminate:
a. due to a Force Majeure Event in accordance with clause 28;
b. due to a NMC/ Event of Default in accordance with clause 11 and
c. due to a Concessionaire Event of Default in accordance with clause 12;

11. NMC Event of Default

The following events, provided that they are not caused by a Concessionaire Event of Default or a Force Majeure Event and are not cured within sixty (60) days following the issuance of a notice from the Concessionaire, shall constitute a "NMC Event of Default" and the Concessionaire shall be entitled to terminate this Concession Agreement:

a) NMC fails to deposit monthly electricity bill or any other payment in the Escrow Account, for more than 1 months from its collection;

12. Concessionaire Event of Default

The following events, provided that they are not caused by a NMC or a Force Majeure Event and are not cured within sixty (60) days or within specified timelines, following the issuance of a notice from NMC, shall constitute a "Concessionaire Event of Default" and Authority shall be entitled to terminate this Concession Agreement:

a) The Concessionaire made any representation or warranty that was incorrect when made in the bid or during the Concession Period;
b) Liquidation or insolvency of the Concessionaire
c) Transferring the Services in violation of this Concession Agreement;
d) The Concessionaire has been convicted of a fraud and corrupt practices ;
e) The Concessionaire is in material breach of any of its obligations under this Concession Agreement;

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Agreement;

f) NMC or Authority determines that the Concessionaire has, directly or indirectly, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices during the bidding process for this Project; and

g) The Concessionaire's failure to pay the Delay Liquidated Damages as per Section VII of the RFP.

Notwithstanding the above provisions, failure by the Concessionaire to issue monthly reports, daily reports and annual electrical safety energy audit report in accordance with clause_31 of this Concessionaire agreement shall automatically constitute a Concessionaire Event of Default without having to wait for the end of the sixty (60) days cure period.

13. Termination Procedure

13.1 Termination of this Concession Agreement by Authority

Authority may terminate this Concession Agreement by giving a termination notice to the Concessionaire if a Concessionaire Event of Default has occurred and continued for more than sixty (60) days or within specified timelines after Authority notified the Concessionaire of such Concessionaire Event of Default.

13.2 Termination of this Concession Agreement by Concessionaire

The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days after Authority has received a notice from the Concessionaire mentioning the Authority Event of Default and requesting Authority to remedy such Authority Event of Default.

14. Termination Payments

14.1 In Case of Force Majeure Event

Post the Force Majeure Event, the parties will have two options:

(a) Continuation of the Contract: After a Force Majeure event, both parties may mutually agree for continuation of the Contract. The Concessionaire shall have the right to two remedies under this option. 1) Recovery of costs of damaged assets through insurance claim, and, 2) equal sharing of costs of restoration of damaged assets between the Authority and the Concessionaire as duly certified by a reputed auditor appointed by the Authority. No additional compensation may be payable by the Authority on any account including loss of income.

(b) Termination of the Contract: After a Force Majeure event, both parties may mutually agree r termination of the Contract. Both parties shall have the right to a remedy under this option. 1) Equal sharing of the recovery of costs of damaged assets through insurance claim, and, 2) payment of 50% of the Book value of the surviving assets by the Authority to the Concessionaire as duly certified by a reputed auditor appointed by the Authority. The Concessionaire agrees and undertakes to transfer the title and ownership of the assets including the equipment constructed or systems installed up to the Termination Date, utilized by it for provisioning of Services under this Agreement within a period

of 30 days. No additional compensation may be payable by the Authority on any account including loss of income.

14.2 In case of Concessionaire Event of Default

If transfer of Assets happens before the expiry of term due to a Concessionaire Event of Default, then no payment will made to Concessionaire and all the equipment constructed or systems installed by Concessionaire up to the Termination Date will be forfeited.

14.3 In case of NMC's Event of Default

(a) If transfer of Assets happens before the expiry of term due to a NMC Event of Default, the Authority shall pay the Concessionaire 100 percent of the book value in relation to such assets including the equipment constructed or systems installed up to the Termination Date, as duly certified by a reputed auditor appointed by the Authority.

15. Transfer

Minimum six (6) months before the end of Authorisation Period, the Parties shall discuss whether this Concession Agreement shall be renewed or not. If the Parties decide not to renew the Concession Agreement, then all the then Existing Lighting Infrastructure as may have been upgraded and maintained by the Concessionaire shall be transferred to NMC free of charge on the day immediately following the end of the Term.

During the Exit Management Period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the clause 33 of this Concession agreement including the ones being upgraded.

The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of term, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.

The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.

For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide notice in writing on the Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

16. Employees and training

NMC shall remain the principal employer of the Nashik Municipal Corporation employees working for the street lighting department. Such employees may or may not, at the Concessionaire's sole discretion, be seconded to the Concessionaire for a specific duration and under terms and conditions

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to be agreed upon between the Parties. The Concessionaire has no obligation to employ directly or indirectly any municipal employees.

The Concessionaire will organize training program at NMC office wherein the Concessionaire will train the employees of NMC on any day within one month of the date of commissioning and on any day within last quarter of end of Concession Agreement period on the operation, maintenance and repair of the equipment and systems installed by the Concessionaire

The Concessionaire's personnel, representatives or other members of the Consortium shall be under the complete control of the Concessionaire and shall not be deemed to be employees of NMC in any case.

17. Delay liquidated damages

Where the Concessionaire fails to complete the Services within the Timeline provided under clause 7.3 and 7.4 of this agreement, Authority shall be entitled to apply Delay Liquidated Damages as per Section VII.

18. Limitation of Liability

Neither NMC nor the Concessionaire shall be liable to the other under this Concession Agreement for any loss of profit, loss of revenue or any other indirect or consequential damages that may be suffered by the other Party unless otherwise specified in this Concession Agreement.

Unless this Concession Agreement provides otherwise, no approval, expression of satisfaction, comment, review, payment or certificate whatsoever made or given (or any failure to make or give the same) by NMC/Authority its employees under this Concession Agreement, shall relieve the Concessionaire of any of its obligations, risks or liabilities under this Concession Agreement.

19. Third party claims
19.1 Indemnification

The Concessionaire shall indemnify and hold NMC and Authority and its employees harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or wilful misconduct of the Concessionaire, any Sub Concessionaire or their employees, in respect of the following:

a) the death or injury of any person;
b) loss or damage to any property, real or personal; and
c) Third party losses and claims.

19.2. Handling of Claims

If any proceedings are brought or any claim is made against NMC or Authority in relation to the performance of the Services by the Concessionaire, or any of its employees, NMC or Authority shall promptly notify the Concessionaire and set out full particulars of the claim. The Concessionaire shall

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conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims at its own expense and on behalf of NMC or Authority and with Authority's assistance.

20. Settlement of disputes 20. 1 Consultation

Both Parties must agree that in the event any dispute, controversy or claim arising between the Parties out of, under or in connection with this Concession Agreement, or in the interpretation of any of its provisions, including any question regarding its existence, validity or termination, the Parties shall meet promptly on the request of either Party in an effort to resolve such dispute, controversy or claim through consultation in an amicable manner. If a settlement is not reached then the matter shall be referred to NMC, Nashik for seeking their advice. Pursuant to this clause within thirty (30) days of the said request, the Parties shall refer their dispute to Arbitration.

20.2 Arbitration

Any dispute or difference whatsoever arising between the Parties to this Contract arising out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator i.e. "The Commissioner of NMC". The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, India. The language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

21. Taxes and duties

Concessionaires shall not be paid any extra amount due to increase in any type of Government Taxes including excise duty during implementation of Concession Agreement. Any variations in taxes shall be borne by the Concessionaire. The provisions of this Article shall survive the termination or expiry of this Concession Agreement.

22. Confidentiality

The Parties shall treat as confidential the existence and contents of this Concession Agreement (including its Schedules), all the information and documents obtained in relation to this Concession Agreement, the Services, as well as all other aspects of the Project contemplated under this Concession Agreement. The duration of the confidentiality obligation shall last for two (2) years following the end of the Term.

The above clause shall not apply in following cases:

a) Information already published or otherwise publicly available;
b) Information already obtained by one Party in a manner which does not breach a confidentiality obligation;
c) Information obtained from a third party in a manner which does not breach a confidentiality obligation;
d) Information required to be disclosed in accordance with Indian Laws; and
e) Information disclosed for the purpose of the performance by either Party of its obligations under this Concession Agreement.

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23. Notice

23. 1 Notice

Any notice under this Concession Agreement shall be in writing and in English, and shall be delivered in person or sent by registered post, fax or email to the following addresses: For Authority: Engineer in-Charge (Electrical), Electrical Department, Third Floor, Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik.

For Concessionaire: Ravishankar Chandrasekaran, Director, TP Luminaire Private Limited,
One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai , Mumbai 400076

23.2 Change of Information

Should either Party need to change its contact information, it shall inform the other Party in writing fifteen (15) days in advance. The change takes effect immediately upon receipt of such notice by the other Party.

24. Insurance

The Concessionaire shall at all times, as may be applicable, obtain, maintain and renew those insurance covers required in relation to people, equipment, systems as well as third party damages in accordance with applicable laws. In particular, the Concessionaire shall maintain an insurance coverage against the risk of damage by fire or otherwise of Concessionaire-owned and installed equipment and systems until the title to the equipment and systems passes on to the Authority upon expiry of the Term.

The goods supplied under the Concession Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, completion of installation and commissioning. For delivery of goods at site, the insurance shall be obtained by the Concessionaire, for an amount not less than the price of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks, strikes and Force Majeure Events.

25. Representations and warranties

25.1 The Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to NMC that:

a) The Concessionaire is an independent company duly incorporated, validly existing and of good standing under Indian Laws;
b) The Concessionaire is financially solvent, is able to pay its debts as they mature, and has sufficient capital and resources to complete its obligations under this Concession Agreement;
c) The Concessionaire is not a party to any legal, administrative, arbitral, investigation or other proceedings or controversy, pending or (to the best of the Concessionaire's knowledge) threatened, that would adversely affect its ability to perform its rights and obligations under this

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Concession Agreement;

d) Without NMC's or Authority's written permission, the Concessionaire shall not engage in any related activities in the city of Nashik that may impinge upon this Project, other than the Services;
e) The execution and performance of this Concession Agreement will not result in a breach or violation of, or constitute a default under, any agreement to which the Concessionaire is a party; and
f) The execution and performance of this Concession Agreement has been duly authorized, and this Concession Agreement has been duly executed by the signatories and constitutes a legal valid and binding obligation.

25.2 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

a) Authority has the power and authority to enter into and perform its obligations under this Concession Agreement;
b) The execution of this Concession Agreement will not result in a breach or violation of or constitute a default under any agreement to which it is a party.

26. Representatives

26.1. Authority's representative

Authority may from time to time replace its Representative by notifying the Concessionaire (to be effective upon receipt by the Concessionaire).

The Authority Representative shall have full authority and power to represent and act for Authority at all times during the Term. All notices, instructions, orders, certificates, approvals and all other communications under this Concession Agreement shall be given by, and to, the Authority Representative unless Authority notifies the Concessionaire otherwise.

26.2 The Concessionaire's Representative

The Concessionaire Representative shall have full authority and power to represent and act on behalf of the Concessionaire at all times during the Term, including for sending or receiving notices, instructions, information and all other communication in relation to this Concession Agreement.

The Concessionaire shall not revoke the appointment of the Concessionaire Representative without notifying Authority of the new Concessionaire Representative.

27. Governing Law and Language

27. 2 Governing Law

This Concession Agreement is governed by and construed in accordance with the Laws of India and the State of Maharashtra.

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27.3 Language

This Concession Agreement is written in the English language. All communications and information provided should be in writing and in the English language only.

28. Force Majeure

A "Force Majeure Event" shall mean any event or combination of events occurring inside or directly involving the city of Nashik that is beyond the reasonable control of Authority or the Concessionaire, as the case may be, occurring or subsisting after the Effective Date and which (or the effects of which) is unavoidable, notwithstanding the reasonable care of the Party affected, including, in the case of the Concessionaire, any Sub Concessionaire, and, in the case of the Concessionaire only, such event(s) could not have been foreseen by an experienced Concessionaire, or to the extent that the event(s) could have been foreseen by an experienced Concessionaire, such Concessionaire could not have reasonably mitigated against the effects of such events. Such Force Majeure Events include, but are not limited to:

a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
b) Rebellion, sabotage, act of terrorism, revolution, insurrection, civil war or epidemic (excluding vandalism);
c) Lightning, earthquake, flood, hurricane, typhoon, tornado or volcanic activity.

Such events cannot be caused or contributed to by an act or omission of the Party relying on it or persons for whom that Party is responsible.

If either Party is prevented, hindered or delayed from performing any of its obligations under this Concession Agreement by a Force Majeure Event, then it shall notify the other Party in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Concession Agreement for so long as the relevant Force Majeure Event continues and to the extent that such Party's performance is prevented, hindered or delayed. The Party or Parties affected by the Force Majeure Event shall use reasonable efforts to mitigate the effects thereof upon its/their performance of this Concession Agreement and to fulfil its/their obligations under this Concession Agreement, but without prejudice to either Party's right to terminate this Concession Agreement.

No delay or non-performance by either Party caused by the occurrence of any Force Majeure Event shall:

a) constitute a breach under this Concession Agreement;
b) extend the Term; or
c) Give rise to any claim for damages or additional cost or expenses occasioned thereby.

If the performance of the Services is substantially prevented, hindered or delayed for more than one hundred and twenty (120) consecutive days on account of one or more Force Majeure Events during the Term, either Party may terminate this Concession Agreement by giving a notice to the other. If this Concession Agreement is terminated pursuant to this clause, NMC shall pay to the Concessionaire the part of the Energy Savings Fee payable for the Energy Savings performed prior to the Termination Date and the part of the O&M Fee payable for the operation and maintenance services performed prior to the Termination Date. The Concessionaire shall not be entitled to any further compensation.

Notwithstanding this clause, Force Majeure Events shall not apply to any NMC's or Authority's obligation to make payments to the Concessionaire hereunder.

29. Material Adverse Government Action

A "Material Adverse Government Action" ("MAGA") shall mean any act or omission, after the Effective Date, by NMC or Authority or any other public entity, which has a Material Adverse Effect.

A MAGA shall include the following circumstances:

a) Any imposition or change of Law that is directly targeted at the Project and/or projects similar to the Project and/or that is discriminatory against the Concessionaire.
b) Any imposition or change of Law of an environmental or technical nature which would have the effect of making the Laws more stringent than the Law in force at the Effective Date
c) Expropriation or compulsory acquisition, or seizure of the Existing Lighting Infrastructure by a public entity with respect to substantially the same subject matter

d) Any material breach by Authority of its obligations, including, but not limited to, failure to supply electricity within the whole or part of the Project

e) Any regulator's decision having the effect of decreasing the Concessionaire's remuneration under this Concession Agreement.

Within 30 days of notice to Authority of a MAGA, Authority shall procure the remedy of the MAGA in question. Should Authority fail to procure a remedy prior to the expiry of 30 day period, the Parties shall discuss the issue in an attempt to reach a mutually satisfactory solution that restores the Concessionaire to the position it would have been in had such MAGA not occurred (including compensation for costs and loss of profits). If the Parties fail to reach an agreement on a satisfactory solution, the Concessionaire shall have the right to terminate this Concession Agreement.

The Concessionaire shall not be excused for performing its obligations under this Concession Agreement upon the occurrence of a MAGA, unless the Material Adverse Effect caused the Concessionaire to fail to perform its obligations.

30. Performance Security

30.1. Performance Security

The Concessionaire shall deliver to NMC a duly executed performance bond in the form of bank guarantee in the format set out in Annexure VI issued by a Nationalized/ scheduled commercial Bank having a branch at Nashik city, of an amount Rs. 8,25,00,000/-("Performance Bank Guarantee"). The PBG as per RFP needs to be submitted only for the period of 100% installation + six months. If there is delay in 100% installation, then BG needs to be extended accordingly. One time PBG for O&M amounting to Rs. 2,00,00,000 (Rupees Two Crores only) shall be submitted separately for the duration of O&M period. PBG for O&M needs to be submitted before the release of PBG meant for installation period. The Performance Bank Guarantee for installation works shall be returned to concessionaire after 100% installation + six months and any delay in installation. The Performance Bank Guarantee for O&M work shall be returned to the Concessionaire after the expiry of the Term.

9292

Authority shall invoke Performance Security in case the Concessionaire fails to discharge their Concession Agreement obligations during the period or Authority incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall secure the proper and timely performance of the Concessionaire's obligations as from the Effective date until the end of the Term, including the payment of Delay Liquidated Damages pursuant to clause 17 of the Contract. In case the performance Bank Guarantee is partly encashed on account of Liquidated Damages, the Concessionaire shall provide a fresh Bank Guarantee for such encashed amount within 15 days of notice of encashment served by NMC to it so that the overall amount of Performance Bank Guarantee(s) shall remain for the original complete amount at all times. In case the Concessionaire doesn't maintain the required PBG amount then same shall be recovered from his share (energy saving) from escrow account.

All fees, taxes, costs and expenses associated with procuring, preparing, completing and stamping (if applicable) the Performance Bank Guarantee shall be the responsibility of and paid by the Concessionaire.

30.2 Notice

Authority shall, prior to making any demand under the Performance Bank Guarantee, send a written notice to the Concessionaire mentioning the existence of a Concessionaire Event of Default and providing a cure period of fifteen (15) days. If the Concessionaire does not remedy its Concessionaire Event of Default within these fifteen (15) days, then Authority shall be entitled to call part or full, as relevant, of the Performance Bank Guarantee.

30.3 Replacement

Where the Performance Bank Guarantee is subject, pursuant to its terms, to a fixed expiry date, the Concessionaire shall, not less than thirty (15) days prior to such expiry date, amend or replace the Performance Bank Guarantee, as the case may be, with a duly executed amended or replacement guarantee. Any replacement Performance Security must be issued for at least one (1) year by any Scheduled Bank having a branch at Nashik city, and should be on identical terms as original Guarantee issued. If the Concessionaire fails to provide an amended or replacement Performance Bank Guarantee as required, Authority may issue a demand under the Performance Bank Guarantee for the full amount available and shall be entitled to hold such amount as security for the performance of the Concessionaire's obligations under this Concession Agreement until a replacement Performance Bank Guarantee is provided (whereupon such amounts shall be returned to the Concessionaire without any obligation to account for interest).

If the Concessionaire is unable to provide new Performance Bank Guarantee for a period of more than a month from its expiry date, the Authority has the right to terminate the Concession Agreement.

31. Reporting

During the Term, the Concessionaire shall provide monthly reports to Authority with a separate copy to NMC about the following matters:

a) Energy saving report including CSLMS data
b) Operation and maintenance services;

c) Load reduction
d) Update on the assets;
e) Any other relevant as said by NMC or Authority.

If the Concessionaire does not issue monthly reports within ten (10) days of the end of the relevant month for any three (3) consecutive months or there is major false information in more than three (3) reports during the Term of the Concession Agreement, this breach shall constitute a Concessionaire Event of Default.

32. Miscellaneous

32. 1 Assignment
Neither NMC or Authority nor the Concessionaire shall without the expressed written consent of the other Party assign or charge to any third party this Concession Agreement or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

32.2 Entire Agreement
This Concession Agreement constitutes the entire agreement between the Parties, and no alterations, changes or additions thereto shall be made, except in writing and approved by both Parties. This Concession Agreement supersedes all communication, negotiations and agreements (whether written or oral) between the Parties made prior to the Effective Date with respect to the Services.

32.3 Amendments
Any amendment, addition or variation to this Concession Agreement shall be valid and binding only if in writing and only if signed by the authorized representatives of both Parties.

32.4 Severability
Should any provisions in this Concession Agreement be invalid, illegal or unenforceable or be held invalid, illegal or unenforceable by any competent tribunal or court, the remaining provisions of this Concession Agreement shall remain valid and enforceable.

32.5 No Partnership
This Concession Agreement does not constitute a joint operation or partnership in the legal sense between the Parties. The Concessionaire is a service provider to Authority.

33. Exit Management

33. 1 Purpose

i. This clause sets out the provisions which shall apply on expiry or termination of the "Contract Agreement" on account of material breach by Concessionaire. In the case of termination of the Contract Agreement due to any illegal activity performed by the selected Concessionaire during/ as part of the activities related to the project, or due to material breach by the Concessionaire of Contract, NMC shall have the right to, at its sole discretion, apply this clause.
ii. The Parties shall ensure that their respective associated entities, in case of NMC or its nominated agencies and any nominated agencies in case of the selected Concessionaire, carry out their respective obligations set out in this Exit Management Clause.

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33.2 Transfer of Assets

This clause is valid till the date of expiry or notice of termination of the Agreement after which the assets have to be transferred to NMC.

- During this period, the Concessionaire will transfer all the assets in normal working condition and as per the specifications of the bidding document including the ones being upgraded to NMC. The Concessionaire, if not already done, shall transfer all the right to use software licenses under the name of NMC during the Exit Management Period. The Concessionaire shall also transfer all the relevant Software Passwords, User Names and Keys. If such a transfer of Assets happens before the expiry of Work Contract Period, Parties shall mutually discuss and agree on the Assets together with the termination and transfer assistance fee.
- The Concessionaire shall be entitled to use the Assets for the duration of the exit management period which shall be three months from the date of expiry or notice of termination of the Agreement.
- For any material breach on the part of Concessionaire during the Project Implementation Phase and Operation & Management Phase, NMC is entitled to provide notice in writing on the selected Concessionaire at any time during the exit management period as detailed here in above requiring the selected Concessionaire to provide the department or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice.

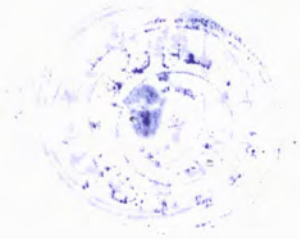
Upon service of a notice as mentioned in point above, the following provisions shall apply:

- All risk in and title to the Assets to be transferred to NMC on the last day of the exit management period. All expenses incurred during transfer of assets shall be borne by the Successful Concessionaire.
- That on the expiry of this clause, the Successful Concessionaire and any individual assigned for the performance of the services under this clause must hand overall Confidential Information and all other related materials in its possession, including all the software and hardware supplied by selected Concessionaire under this clause to the department.
- As Concessionaire is supposed to provide comprehensive maintenance of all the hardware/Software as detailed in RFP during the concession period, Concessionaire must ensure that all the items are in working condition with support of OEM related to repair/replacement/availability of spare parts for at least 03 years at the time of exit.
- From the first day of last month of the concession period, testing phase of overall system installed by the Concessionaire will be started in phases so that all the equipment are proved to be in working conditions and handed over to NMC on the last date of the concession period and before issuing completion certificate and PBG.

33.3 Cooperation and Provision of Information

During the exit management period:

a) The Concessionaire shall permit NMC or its nominated agencies access to information reasonably required to classify the current mode of operation related with the provision of the services to enable it to assess the existing services being delivered.
b) In the event of there being a termination owing to material breach by Concessionaire, on quick request by NMC or its nominated agencies, the selected Concessionaire shall provide access



E376

to and copies of all information held or controlled by it which it has prepared or maintained in accordance with the Concession Agreement. The Project Implementation, the Operation and Management SLA and SoW (Scope of Work) relating to any material aspect of the services (whether provided by the selected Concessionaire). NMC or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected Concessionaire shall permit NMC or its nominated agencies and/or any entity nominated by NMC to have reasonable access to it employees and facilities as reasonably required to understand the methods of delivery of the services employed by the selected Concessionaire and to support appropriate knowledge transfer.

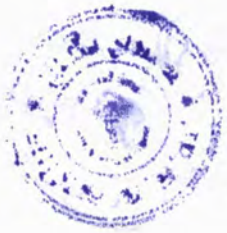
33.4 Confidential Information, Security and Data

- The selected Concessionaire shall be quick on the commencement of the exit management period and supply to NMC the following:

    - Information relating to the present services provided and customer satisfaction surveys.
    - Documentation pertaining to Project related data and confidential information.
    - All current and updated data as is needed for purposes of NMC or its nominated agencies for transitioning the services either to NMC or the entity nominated by NMC.
    - All other information (including but not limited to documents, records and agreements) relating to the services reasonably compulsory to enable NMC or its nominated agencies, or to the entity nominated by NMC to carry out due diligence in order to transition the provision of the Services to NMC or its nominated agencies, or to any entity nominated by NMC (as the case may be).

  Before the exit management period expire, the selected Concessionaire shall deliver to NMC or its nominated agencies all new or up-dated materials from the categories set out in point (i) above and shall not keep any copies thereof, except that the selected Concessionaire shall be permitted to keep one copy of such materials for archival purposes only.

    - Before the exit management period expire, unless otherwise provided under the Concessionaire Agreement, NMC or its nominated agencies shall deliver to the selected Concessionaire all forms of selected Concessionaire confidential Data which is in the possession or control of NMC or its nominated agencies or during the exit management period In any time, the selected Concessionaire shall, subject to applicable laws, restraints and regulations(including in particular those relating to privacy) provide to NMC or its nominated agencies a list of all employees (with job titles) of the selected Concessionaire dedicated to providing the services at the beginning of the exit management period; its users.



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33.5 Employees

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Concessionaire to the department or its nominees, or an entity nominated by NMC applies to any or all of the employees of the Concessionaire, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of the Concessionaire or its nominated agencies or its entity nominated by NMC may make an offer of employment or contract for services to such employee of the Concessionaire and the Concessionaire shall not enforce or impose any contractual provision that would prevent any such employee from being hired by NMC or its nominated agencies or any Replacement Concessionaire.

33.6 Transfer of Certain Agreements

On request by NMC or its nominated agencies, the selected Concessionaire shall effect such assignments, transfers, novation, licenses and sub-licenses in favour of NMC or its nominated agencies, or its entity nominated by NMC in relation to any equipment lease, maintenance or service provision agreement between selected Concessionaire and third party lessors, Concessionaires or Concessionaire, and which are related to the services and reasonably necessary for the carrying out of replacement Concessionaire.

33.7 Right of Access to Premises

- At any time during the exit management period, where Assets are located at the selected Concessionaire's premises, the selected Concessionaire shall be obliged to give full rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to NMC or its nominated agencies, and/or any entity nominated by NMC in order to inventory the assets or Assets.
- The Concessionaire shall also give NMC or its nominated agencies, or any entity nominated by NMC right of reasonable access to the Concessionaire's premises and shall procure the department or its nominated agencies and any entity nominated by NMC rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Concession Agreement as is reasonably necessary to migrate the services to NMC or its nominated agencies, or a Replacement Concessionaire.

33.8 General Obligations of the Concessionaire

- The Concessionaire shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to NMC or its nominated agencies or any entity nominated by NMC and which the Concessionaire has in its possession or control at any time during the exit management period.

- For the purposes of this Clause, anything in the possession or control of any Concessionaire or associated entity is deemed to be in the possession or control of the Concessionaire.

- The Concessionaire shall commit adequate resources to comply with its obligations under this Exit Management Clause.

33.9 Exit Management Plan

The Concessionaire shall provide NMC or its nominated agencies with recommended exit management plan ("Exit Management Plan") which shall deal with Concession Agreement as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

33.10 End of Support

While handling over the completely working and functional network and systems, Concessionaire must ensure that OEM of all hardware/software/ equipment are contractually bound to provide support for repair/replacement/availability of its spare parts for further five years. It shall be part of exit plan to submit letter from OEMs in this regard.

Concessionaire

TP LUMINAIRE PRIVATE LIMITED

Director - TP Luminaire Private Limited

Deputy Engineer (Electrical)
Nashik Municipal Corporation

Executive Engineer (Electrical)
Nashik Municipal Corporation

Witness:

1. Signature:
Name: ABHISHEK DAS
Address: 7506067471

For Shakti Fixtures Pvt. Ltd.

2. Signature:
Name: Auth. Sign./Director
Address:

T. G. Gandhi
9324042517

(960)

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

☎ P.B.X. : 2575631, 2575632, 2577952, 2577921, 2577923
2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Work Order

Nashik Municipal Corporation, Nashik
Electrical - Mechanical Department,
Outward No.: H.O. 03,
Date: August 20, 2019

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Subject: Appointment of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis

Reference:

1. State Government policy on non-renewable energy vide circular number: 2015/Pr.Kr. 387/energy-7 dated June 22, 2017
2. General Body resolution number 1380 dated January 10, 2018
3. e-Tender ID: 2018_NMC_365389_1
4. RfP document reference number: MAH-NAS-060-RFP-01
5. Commercial bid opened on February 20, 2019
6. Standing committee resolution number 314 dated February 28, 2019
7. Letter of Award (LoA) bearing number 238 issued to Tata Projects Limited (TPL) on March 6, 2019
8. Submission of true copy dated March 25, 2019 of "minutes of 216th Meeting of Board of Directors of TPL held on March 22, 2019" regarding designating TP Luminaire Private Limited to execute work in Nashik
9. Request from TPL vide. reference number TPL-M/UI-SC/NSL/1968 dated June 24, 2019
10. Interest rate offer from TPL's contracted bank on July 17, 2019
11. Email from TPL dated July 19, 2019 mentioning the submission of interest rates on initial deposit in Escrow by TPL's contracted bank
12. Signed Concession Agreement submitted by TP Luminaire on August 20, 2019

In concurrence with the following conditions, this Work Order is awarded in your favour to commence works of Implementing Smart LED Street Lights as per reference 3.

1 You have submitted performance bank guarantee with Bank Guarantee 1303919BG0000165 from State Bank of India amounting to Rs. 8,25,00,000 dated March 29, 2019 valid till June 2020 and which will be extended as per tender conditions.
2 Bank guarantee shall be renewed as per RFP conditions and will be returned in accordance with the conditions mentioned in tender.
3 Nashik Municipal Corporation (NMC) shall make payment to Escrow account in accordance with RFP conditions.

4 Concessionaire shall take out necessary insurance policy/policies so as to provide adequate insurance cover for execution of the awarded contract work from the directorate of insurance "Maharashtra State Mumbai". Its postal address for correspondence is 264, MHADA, 1st Floor, Opposite Kalanagar, Bandra (East), Mumbai-400051. (Telephone Number: 6438690/6438746, Fax Number: 6438461)

5 The duration of award of work is for Financial year 2019 to 2027 and shall commence on the date of signing of this Work Order.

6 All conditions and clauses as mentioned in tender document, corrigendum (if any), addendum (if any) and concession agreement will prevail during the tenure of project.

7 You are suggested to start execution work with immediate effect.

29/8/19

Engineer-in-charge (Electrical)
Nashik Municipal Corporation

OIC

Copy to:

1. Hon'ble Commissioner, Nashik Municipal Corporation
2. CEO, Nashik Municipal Smart City Development Corporation Limited
3. Superintending Engineer (Electrical-Mechanical Department), Nashik Municipal Corporation
4. Vice-President, Smart Cities, Tata Projects Limited, Mumbai

Received for
TP Luminaire Private Limited &
Tata Projects Limited

21/08/19
5PM.

(9C6)

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

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2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Work Order

Nashik Municipal Corporation, Nashik
Electrical - Mechanical Department,
Outward No.: H.O. 03,
Date: August 20, 2019

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Subject: Appointment of Concessionaire for Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private- Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis

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7 You are suggested to start execution work with immediate effect.

21/8/19
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

Copy to:

1. Hon'ble Commissioner, Nashik Municipal Corporation
2. CEO, Nashik Municipal Smart City Development Corporation Limited
3. Superintending Engineer (Electrical-Mechanical Department), Nashik Municipal Corporation
4. Vice-President, Smart Cities, Tata Projects Limited, Mumbai

Received for
TP Luminaire Pvt. Ltd. &
Tata Projects Limited

21/08/19
5PM.

9269

Subject **Re: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC**

From <ee_electrical@nmc.gov.in>

To <amolnisal@tataprojects.com>

Cc Abhishek Das <abhishekdas@tataprojects.com>, <se_mech@nmc.gov.in>, Project Coordinator <pmc@nashiksmartcity.in>, shubhamsodhani <shubhamsodhani@kpmg.com>, Jain, Abhishek <abhishekjain24@kpmg.com>, Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>

Date 2019-05-16 15:41

Assistant General Manager - Smart Cities,
Tata Power Projects

Date: May 16, 2019

For kind attention of: Mr. Amol Nisal

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

This is in reference to several requests and reminders both verbally as well as through mail regarding signing of contract in accordance with RfP and subsequent corrigendum conditions. Furthermore, we have given timely response to any of the queries you'd raised. Delay in contract singing from your end is spilling over on the overall execution of project.

Therefore, once again you are suggested to sign the contract with any further delay and latest by May 20, 2019.

Regards
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

EE (Electrical)
Pl. check on final draft Aggreement & get it checked from NMC's legal Advisor urgently so that contract can be signed by Monday or Tuesday. This is impt.
17/5/19

On 2019-05-13 17:54, ee electrical@nmc.gov.in wrote:

> To,
>
> Mr. Abhishek Das
> Manager - Business Development,
> Smart Cities Tata Power Projects
>
> Date: May 13, 2019
>
> Reference: Your email at 5.58 pm dated May 10,2019
>
> Subject: Signing of contract for Street Light project under Nashik Smart City initiative
>
> Per your previous mail, please find revised contract agreement. Further please note following observations on the three points highlighted by you in last mail.
>
> 1) CLAUSE 4.2 B - CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED
>
> Response from NMC: This is not a modification, but correction in line with RfP condition mentioned on page 53 under "Deposit and Replenishment Request". It may be noted, that whatever is mentioned in RfP is of paramount importance and must necessarily be adhered to.
>
> 2) Clause 12 - New points added in Concessionaire Event of Default.
>
> Response from NMC: May be removed and made according to original version.
>
> 3) Clause 13.2 - Clause for Termination of Concession Agreement by Concessionaire modified

Sh Patil H.K
Dy E (East)
Pl. take contract agreement verification from our legal advisor
17/5/2019

Response from NMC: A slight change has been made for the purpose of clarity for both sides. This provision needs to be retained for clarity in future.

After these clarifications, you are requested to execute the contract agreement at the earliest.

Regards
Engineer-in-charge, Electrical Department
Nashik Municipal Corporation

On 2019-05-10 17:58, Abhishek Das wrote:

> Dear Sir ,
>
> With reference to your mail yesterday regarding the draft Contract agreement sent to us , our internal team have reviewed the agreement and the comments put forth .
>
> However, it has been observed that the clauses given below have been inadvertently added or modified. These modifications are not being accepted by our internal team and hence we request you that the original clauses should be retained during signing of agreement.
>
> 1) CLAUSE 4.2 B -
>
> CLAUSE FOR PAYMENT IN ESCROW ACCOUNT HAVE BEEN MODIFIED
>
> Original clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _within 1 month of the signing of Energy Savings and Performance Contract (ESPC)'._
>
> Modified clause - NMC shall, in agreement with the Concessionaire, open an ESCROW account in a nationalized/scheduled commercial bank and shall deposit an amount equal to three (3) month of electricity bills _after successful installation._
>
> 2) CLAUSE 12 -
>
> NEW POINTS ADDED IN CONCESSIONAIRE EVENT OF DEFAULT.
>
> h) If the Concessionaire places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMC
>
> i) If the Concessionaire fails to provide the quality services as envisaged under this Contract, NMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. NMC may decide to give one chance to the Successful Bidder to improve the quality of the services.
>
> j) If the Concessionaire fails to comply with any final decision reached as a result of dispute resolution or arbitration proceedings
>
> 3) CLAUSE 13.2 -
>
> CLAUSE FOR TERMINATION OF CONCESSION AGREEMENT BY CONCESSIONAIRE MODIFIED
>
> Original Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.
>
> Modified Clause - The Concessionaire may terminate this Concession Agreement by giving a termination notice _of at least 30 days_ to Authority if a NMC/ Authority Event of Default has occurred and continued for more than sixty (60) days.

9660

The draft agreement with comments is enclosed for your needful action.

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471

-----Original Message-----

From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>

Sent: 09 May 2019 17:31

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>; Project Coordinator <pmc@nashiksmartcity.in>; shubhamsodhani <shubhamsodhani@kpmg.com>; Abhishekjain24 <abhishekjain24@kpmg.com>; swapnildeshmukh@kpmg.com

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

To,

Mr. Abhishek Das

Manager - Business Development,

Smart Cities Tata Power Projects

Date: May 9, 2019

Reference: Your reply received through email at 2.56 pm dated May 8, 2019

Subject: Signing of contract for Street Light project under Nashik Smart City initiative

Please note that contract agreement should be signed at the earliest.

This would enable signing of Escrow agreement. Hence, you are requested to come to Nashik tomorrow i.e. May 10, 2019 for signing of contract without any further delay.

Further, please find revised draft of contract agreement with a single correction made (in clause 4.2.b in accordance with RfP condition) over the reviewed draft of contract shared by us with you yesterday i.e. May 8, 2019 at 2.02 PM.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-05-08 14:56, Abhishek Das wrote:

Dear Sir,

9262

We thank you for sharing your comments on the Draft Energy Savings & Performance Contract .

We had also shared our Project Finance team's version of Draft Escrow Agreement .

Request you to share your comments on the Draft Escrow Agreement at the earliest .

We shall share your comments with our internal teams for their approval and further action .

As a process, we need our internal team's vetting to enter into any contract . Only after approval of both the agreements by our respective teams , we would be able to travel to Nashik for signing the contract

So we request you again to share us the Draft Escrow Agreement at the earliest .

Thanks & Regards

ABHISHEK DAS
Manager - Business Development - Smart Cities Tata Projects Limited
Transocean House , 3rd Floor,Lake Boulevard Road , Hiranandani Business Park ,Powai , Mumbai 400076 Email : abhishekdas@tataprojects.com Tel : 022 67402976 (Dir) Mobile : +91 7506067471

9265

-----Original Message-----

From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Sent: 08 May 2019 14:02

To: Abhishek Das <abhishekdas@tataprojects.com>

Cc: Amol Nisal <amolnisal@tataprojects.com>

Subject: Re: Draft Contract Agreement for PPP based Streetlighting project of NMC

Dear Mr. Abhishek Das

Manager - Business Development, Smart Cities Tata Power Projects

Further to your last mail regarding contract agreement for Smart Street Light project, please find attached herewith reviewed contract with review points highlighted in yellow. Also, attached is the reason sheet.

You are requested to come to Nashik tomorrow i.e. May 9, 2019 for signing the contract.

Subsequent to signing of contract agreement, Escrow agreement would be executed.

Regards

Engineer-in-charge, Electrical Department Nashik Municipal Corporation

On 2019-04-04 16:56, Abhishek Das wrote:

Dear Sir ,

9110

With reference to the Draft contract agreement attached herewith -

which has been cleared by our contracts team , please provide your

comments for further action .

Thanks & Regards

ABHISHEK DAS

Manager - Business Development - Smart Cities

Tata Projects Limited

Transocean House , 3rd Floor,Lake Boulevard Road ,

Hiranandani Business Park ,Powai , Mumbai 400076

Email : abhishekdas@tataprojects.com

Tel : 022 67402976 (Dir) Mobile : +91 7506067471 Notice:
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and proprietary to Tata Projects. Information contained is for use

only by the recipients. If you are not the intended recipient, you

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0209

requested to delete this email immediately and notify the sender.
Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender.

9603

Ref: TPL-M/UI-SC/NSL/1968

Date: 24.06.2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:

1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 06.03.2019
3. NMC letter dated 15.06.2019 vide email
4. TPL letter dated 20.06.2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis **– Signing of Contract Agreement**

Dear Sir,

In reference to the subject matter and in continuation to TPL's letter cited at Sr. No 4, we further clarify the following for your kind consideration:

1. Your good self may please acknowledge that the draft Contract Agreement at Annexure-IV, Page 126 of Concessionaire document, provides the provision of funding of Escrow account by NMC within one month of signing of Energy savings and Performance Contract (ESPC).

2. Accordingly, we have proposed to sign the ESPC as per the aforesaid provision vide E-mail dated 04.05.2019 which was also acknowledged by NMC vide E-mail dated 08.05.2019.

3. Subsequently, NMC vide E-mail dated 09.05.2019 has informed that they propose to modify the above existing provision of the draft Concession Agreement which led to the current lack of consensus on the contents for signing of Agreement.

4. NMC has informed that they intend to rely on the provisions mentioned in RFP and draft Escrow agreement format which state that Escrow agreement shall be funded after 9 month implementation period.

5. In the above regard, TPL invites attention to clause 2.1 of draft Contract Agreement which clarifies that the Concessionaire Agreement has the highest priority in event of any conflict / ambiguity.

Sh. Patil H.K. As per discussion with Mrs. S.R. Take legal opinion regarding ~~stef~~ P. 24/6/19

विद्युत विभाग
आवक नं. ...6603.
दिनांक- 28/ 6/2019

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com

Registered Office Mithona Towers -1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

9LL3

6. Accordingly, the funding of Escrow account by NMC is to be done within one month of signing of ESPC as per clause 2.1 of draft Concession Agreement.

7. Notwithstanding the above, if NMC still considers that there exists an ambiguity regarding the funding of Escrow account, TPL informs that such ambiguity is to be dealt as per the rule of "Contra Proferentem" in the Contract law. The said principle states that, where a promise, agreement or term is ambiguous, the preferred meaning should be the one that works against the interests of the party who provided the wording i.e., the contract draftsmen is to bear the consequences of any ambiguity under the Contract.

In view of above, TPL requests NMC to consider the acceptance of provision regarding the funding of Escrow Agreement as mentioned in the draft Concessionaire Agreement for earliest signing of Contract. Notwithstanding the aforesaid, TPL informs its readiness to resolve the issue amicably and looks forward for earliest signing of the Contract.

Thanking you and assuring our best of services at all times.

Yours faithfully,

For Tata Projects Ltd.

TATA PROJECTS LIMITED

Ravishankar Chandrasekaran
Vice President & SBG Head – Urban Built Form

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com

Registered Office Mithona Towers -1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

Electric Dept.
दि. 20/6/19
CD/IWL/6052
9224
आयुक्त

Gmail Commissioner Nashik <commissionernmc@gmail.com>

RE: FW: Draft Contract Agreement for PPP based Streetlighting project of NMC

1 message

Abhishek Das <abhishekdas@tataprojects.com> Thu, Jun 20, 2019 at 6:07 PM
To: "ee_electrical@nmc.gov.in" <ee_electrical@nmc.gov.in>
Cc: "commissioner@nmc.gov.in" <commissioner@nmc.gov.in>, "commissionernmc@gmail.com" <commissionernmc@gmail.com>, "se_mech@nmc.gov.in" <se_mech@nmc.gov.in>, "ceo@nashiksmartcity.in" <ceo@nashiksmartcity.in>, "pmc@nashiksmartcity.in" <pmc@nashiksmartcity.in>, "shubhamsodhani@kpmg.com" <shubhamsodhani@kpmg.com>, "harshaddhande@kpmg.com" <harshaddhande@kpmg.com>, "swapnildeshmukh@kpmg.com" <swapnildeshmukh@kpmg.com>, "amitpatjoshi@kpmg.com" <amitpatjoshi@kpmg.com>, Amol Nisal <amolnisal@tataprojects.com>

Ref: TPL-M/UI-SC/LED/NMC/JN2Date: 20th June 2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Arrange meeting and solve issue as per RFP.

Ref: 1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 6th March 2019
3. Your letter dated 15th June 2019 vide email

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – Signing of Contract Agreement

Dear Sir,

We acknowledge receipt of your letter referred above at S.No.(3) and equally appreciate your concern over delay in signing of agreement.

However, we differ with the contentions of NMC in the said letter and wish to clarify the following for your consideration:

1)The draft agreement was first initiated by TPL vide email dated 4th May 2019 with proposed changes which were majorly forming part of Corrigendum.
2)NMC shared the revisions to the above mentioned draft agreement on 8th May 2019 which were acceptable to TPL.
3)However, NMC shared another draft agreement (ver.3) vide email dated 9th May 2019 in which clause 4.2(b) of Annexure IV of draft agreement related to funding of Escrow Agreement was revised from "within 1 month of signing of Energy Savings and Performance Contract (ESPC)" to "after successful installation". Also the clause for opening of Escrow account within 1 month of contract signing was deleted. These change were not acceptable to us and hence we have conveyed our disagreement to the same vide our email dated 10th May 2019 and during our various meetings held with NMC.
Further, clarification on opening of Escrow account within 1 month of contract signing was conveyed by NMC on 10th June 2019 vide draft agreement (ver.4) but there was no change in funding of Escrow account.

In view of above, the delay in contract signing is not due to reasons attributable to TPL and hence TPL shall not be held solely responsible for the delay.

Notwithstanding the above, we confirm our readiness to close issues for signing of contract amicably in accordance to conditions of the RFP. We request you to convene a meeting at the earliest where issues can

विद्युत विभाग
आवक नं. ....४०४..
दिनांक- २४/ ६/२०१९

आवक क्र. ४०४ दिनांक २४/६/१९ E2
वितरण विभाग

[illegible]

9776

TATA

Ref: TPL-M/UI-SC/LED/NMC/JN2

Date: 20th June 2019

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref: 1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 6th March 2019
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Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – Signing of Contract Agreement

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Further, clarification on opening of Escrow account within 1 month of contract signing was conveyed by NMC on 10th June 2019 vide draft agreement (ver.4) but there was no change in funding of Escrow account.

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In view of above, the delay in contract signing is not due to reasons attributable to TPL and hence TPL shall not be held solely responsible for the delay.

Notwithstanding the above, we confirm our readiness to close issues for signing of contract amicably in accordance to conditions of the RFP. We request you to convene a meeting at the earliest where issues can be resolved and agreement can be signed.

With best regards,

Yours Sincerely

TATA PROJECTS LIMITED

ABHISHEK DAS
Manager – Business Development (Smart Cities)
Tata Projects Limited
Contact @ +91 9007899321

NMC/Acc.T/ IWL/3/2/2019

९८८९

नाशिक महानगरपालिका,नाशिक.
जा.क्र.मनपा/लेखा/ ६७८/२०१९.
दिनांक-०१.०७.२०१९.

प्रति,
मा. अधिक्षक अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक.

विषय- नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणा-या संभाव्य नुकसानीबाबत.

संदर्भ- १. मा. श्री. सलीम (मामा) शेख, गटनेता महाराष्ट्र नवनिर्माण सेना, नगरसेवक प्र.क्र..११ क नाशिक महानगरपालिका यांचेकडील दि. २१.०६.२०१९ चे पत्र.

२. मा. श्री. शेलार गजानन दामोदर, नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी यांचे दि. २९.६.२०१९ चे पत्र.

उपरोक्त संदर्भिय विषयान्वये कळविणेत येते की, प्रस्तुत विषय आपले विभागाशी संबंधित असल्याने सदर पत्रातील आशय लक्षात घेऊन, त्याबाबत दखल घेऊन उचित कार्यवाही करण्यात यावी. तसेच त्यासंदर्भात सन्माननीय नगरसेवक श्री. सलीम (मामा) शेख व श्री. शेलार गजानन दामोदर यांना अवगत करणेत यावे.

सोबत: संदर्भिय पत्र.

उपमुख्य लेखाधिकारी,
नाशिक महानगरपालिका, नाशिक.

प्रत-

१. मा. श्री. सलीम (मामा) शेख
गटनेता,महाराष्ट्र नवनिर्माण सेना
नगरसेवक प्र.क्र. ११ क
नाशिक महानगरपालिका, नाशिक.

२. मा. श्री. शेलार गजानन दामोदर
नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक.

विद्युत विभाग
आवक नं. ७५६
दिनांक- ०१/०७/२०१९

उपअभियंता (पुर्व)
मनपाचे वकिल श्री V. V. Pandhu
मायेशी चर्चा करून Reply
तयार करणे
1/7/2019

सलिम (मामा) शेख (१८९७)

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

दिनांक : २९/६/२०१९

प्रति,
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

नाशिक महानगरपालिका
लेखा विभाग
जावक क्र. 90८
दिनांक- २९/६/२०१९
स्वाक्षरी-

आपले स्नेहांकीत
NKBodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

८८९३

शेलार गजानन दामोदर

नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक
माजी शहर जिल्हा अध्यक्ष राष्ट्रवादी काँग्रेस पार्टी, नाशिक
सदस्य : नामको बँक, नाशिक

निवास :
३२५४, कमोद रोड, बागवानपुरा,
नाशिक ४२२ ००१
निवास : ०२५३-२५९७९९७

नाशिक महानगरपालिका
[illegible] विभाग
जावक क्र. 900
दिनांक- २१/ ६/२०१९
स्वाक्षरी-

जा. क्र.: ३९

दिनांक : २९।६।२०१९

प्रति, 3
१) आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

गुरुमितसिंग बग्गा
नगरसेवक, मनपा नाशिक

गजानन दामोदर शेलार
गटनेता राष्ट्रवादी काँग्रेस पक्ष,मनपा

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

पुर्ण

विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 21/8/2019
आयुक्त

CD/IW4/8310
(१८९५)

Gmail Commissioner Nashik <commissionernmc@gmail.com>

Re: Contract Agreement // Smart Street Lighting project - NMC

1 message

ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in> Wed, Aug 21, 2019 at 6:03 PM
To: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: commissioner@nmc.gov.in, ceo@nashiksmartcity.in, se_mech@nmc.gov.in, Abhishek Das <abhishekdas@tataprojects.com>, Amol Nisal <amolnisal@tataprojects.com>, harshaddhande@kpmg.com, sw[illegible]nildeshmukh@kpmg.com, amitpatjoshi@kpmg.com, shubhamsodhani@kpmg.com

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Reference:

1. Signed Concession Agreement submitted by TP Luminaire on August 20, 2019
2. Work Order vide out ward number HO.03 dated August 20, 2019

Please plan to visit Nashik with your larger team on August 23, 2019 at Rajiv Gandhi Bhavan, Nashik Municipal Corporation at 4 pm for kick off meeting. Accordingly the team needs to be deputed.

Regards
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

नाशिक महानगरपालिका, नाशिक
[illegible]
[illegible] 9046 [illegible] 03
23/8/19
[illegible] 1[illegible]

विद्युत विभाग
आवक नं. ...१०१९
दिनांक- 23/८/२०१९

(East)
Sh Bhosale
Put up this file
23/8/19

[illegible] with file pl
23/8

9296

Ref: TPL-M/UI-SC/062/NASHIK-LED/A23 **Date: 23rd August 2019**

To,
Engineer in charge
Electrical-Mechanical Department
Nashik Municipal Corporation (NMC)
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik - 422002

Ref:
1. Tender no. 2018_NMC_365389_1
2. Letter of Award bearing no. 238 dated 6th March 2019
3. PBG no. 1303919BG0000165 of amount INR 8,25,00,000 submitted on 5th April 2019
4. TPL Letter – Ref TPL-M/UI-SC/062/NASHIK-LED/05/18 dated 3rd May 2019
5. Signed contract agreement between NMC & TP Luminaire Private Limited on 20.08.2019
6. Work order issued by Nashik Municipal Corporation – H.O.03 dated 20.08.2019

Subject: Implementing Smart LED Street Lights in Lieu of Rights of Sharing Energy Savings on Public-Private Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis – Return of Earnest Money Deposit submitted along with online bid.

Dear Sir,

With reference to the above mentioned subject and the reference tender no. 2018_NMC_365389_1,we wish to inform you that as per the tender requirements we have submitted Earnest Money Deposit in the form of Online Payment of amount INR 85, 00,000 (Indian Rupees Eighty Five Lakhs only) .
On receipt of LOA, bearing 238 dated 6th March 2019, we had submitted PBG no. 1303919BG0000165 of amount INR 8,25,00,000 (Indian Rupees Eight Crores Twenty Five Lakhs only) to your good self in accordance with the requirements of the RFP on 5th April 2019 .
Post that the contract has been signed on 20th August 2019 and work order has been issued to TP Luminaire Private Limited (A wholly owned subsidiary of Tata Projects Limited) as per Tender Clause (Corrigendum 5 Annexure A)
Further we wish to bring to your attention that as per tender clause 3.13, EMD of successful concessionaire will be returned after the award of the contract and submission of the PBG.
In view of the above, we request you to please approve and refund the EMD amount to Tata Projects Limited at the earliest.

Thanking you,

For **TATA Projects Limited**

Abhishek Das
Manager – Business Development (Smart Cities)
Contact : +91 7506067471 (Mobile)
Email : abhishekdas@tataprojects.com

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers -1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6617 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

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नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ EE०/२०१९
दिनांक 30/0८/२०१९
NMC/ELECMECH/WL/2019/368

प्रति,
संचालक, माहिती व तंत्रज्ञान विभाग,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक महानगरपालिका क्षेत्रात विभागनिहाय प्रस्तावीत कामकाजांचे छायाचित्र व व्हिडीओ मोबाईल ॲप्लीकेशनव्दारे करणे बाबत...

संदर्भ: मा.आयुक्त साो. यांचा आदेश.

कामाचेनाव: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे.

Department : Electrical Department
Division :- All Divisions.
Name of Executive Engineer: 1) D.B.Vanmali - EMP ID - 5169
Name of Deputy Engineer 1) H.K.PATIL - EMP ID - 5168 2) A.S.Gaikwad- EMP ID - 4964 3)S.V.Vaikar EMP ID -43614) B.R.Bagul EMP ID -3536

Sr. No	Name of Work	Ward Number	Detail address of work	Lacation/ landmark	Details of Work			Estimated cost	Tendered cost	Name of agency	Name of Jr. Engr.	Employee ID
					Type of work	Status of work						
						Yet to be started	In prog ress					
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	Gen.	All Divisions, NMC	All Divisions, NMC	Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	--	Yes	On PPP Basis	On PPP Basis	M/s.Tata projescts Luminiors Ltd.	[redacted], S.J.Belgaonkar Dhamne N..R Gite M.V. Kulkarni S.I. Gaikwad V.A. Zade S.R.	[redacted] 5636 6915 9254 7520 8166 6986

Deputy Engineer (Ele.)
Nashik Municipal Corporation

Executive Engineer (Ele.)
Nashik Municipal Corporation

E:\mobile-app Satpur Div. 2016-17,17-18, 18-19.doc

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ /२०१९
दिनांक / /२०१९
NMC/ELECMECH/IWL/2019/

प्रति,
संचालक, माहिती व तंत्रज्ञान विभाग,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक महानगरपालिका क्षेत्रात विद्युत विभागातर्फे प्रस्तावीत कामकाजांचे छायाचित्र व डिव्हीओ सीडीद्वारे सादरीकरण करणे बाबत...

संदर्भ: मा.आयुक्त सो. यांचा आदेश.

कामाचेनाव: नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे.

Department : Electrical Department
Division :- All Divisions.
Name of Executive Engineer: 1) D.B.Vanmali EMP ID - 5169
Name of Deputy Engineer 1) H.K.Patil EMP ID - 4964 2) S.S.Vaikar EMP ID -43614) B.R.Bagul EMP ID -3536

Sr. No	Name of Work	Estimated cost	Tendered cost	Name of agency	Name of Jr. Engr.	Employee ID
1	Request for proposal for selection of agency required for implementing smart led street lights in lieu of rights of shareing energy savings on public-private-partnership(PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis.	On PPP	On PPP	M/s.Tata projescts Luminiors Ltd.	J.K.Kahane, S.J.Belgaonkar Dhamne N..R Gite M.V. Kulkarni S.I. Gaikwad V.A.	4364 5636 6915 9254 7520 8166

Deputy Engineer (Ele.)
Nashik Municipal Corporation

Executive Engineer (Ele.)
Nashik Municipal Corporation

9809

roundcube

Subject **Request for change of OEM - Nashik Smart Street Lighting Project**

From Amol Nisal <amolnisal@tataprojects.com>

To se_mech@nmc.gov.in <se_mech@nmc.gov.in>, ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>

Cc commissioner@nmc.gov.in <commissioner@nmc.gov.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, ceo@nashiksmartcity.in <ceo@nashiksmartcity.in>, Abhishek Das <abhishekdas@tataprojects.com>, harshaddhande@kpmg.com <harshaddhande@kpmg.com>, swapnildeshmukh@kpmg.com <swapnildeshmukh@kpmg.com>, amitpatjoshi@kpmg.com <amitpatjoshi@kpmg.com>, shubhamsodhani@kpmg.com <shubhamsodhani@kpmg.com>, Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>

Date 2019-09-06 12:54

Dear Sir,

This has reference to our discussion regarding change of OEM for Nashik Smart Street Lighting Project (WO outward No. HO 03 Dt 20th Aug 2019)

TPL has a global alliance with Signify (erstwhile Philips) & Tata Communications Ltd (TCL) for smart street lighting solutions.
We are also working together on some of the international opportunities.
In India, we have successfully deployed Signify/TCL solutions+ services in pune/noida smart street lighting projects.
This solution is deemed to be best in class & our customers are totally satisfied with Signify/TCL solution.
As TPL, we have time tested working relation with both of them & found their product/services at par with best in the world.

For Nashik, both Signify and TCL had minor technical compliance issues due to which TPL could not propose their solution at the bidding stage.
We had asked both of them to rework their solution and make it completely RFP compliant.
Now, RFP compliant products are available with them & can be used in Nashik, subject to your permission.

With the compliance issues out of the way, we hereby propose Signify + TCL solution for Nashik Smart Street Lighting project.
TPL assures you that this change, will not have any impact on TPLs deliverables.
We request your approval to change the OEM for this project &
in order to demonstrate the solution as per RFP guidelines, we seek your permission to conduct POC once again with Signify + TCL.

Request you kindly allow us this change in OEM & provide us sites to conduct POC.
Look forward to your positive response.

Regards,

Amol Nisal | Assistant General Manager - Smart Cities
TATA PROJECTS Simplify,Create
Transocean House, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai, Mumbai - 400 076.
Mob.: +91 9967414465 Tel.: +91 2266255610
Website: www.tataprojects.com

sh Bhaeole
smart lighting file
9/9/19
20 6 19

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: Wednesday, August 21, 2019 6:03 PM

To: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: commissioner@nmc.gov.in; ceo@nashiksmartcity.in; se_mech@nmc.gov.in; ceo@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; harshaddhande@kpmg.com; swapnildeshmukh@kpmg.com; amitpatjoshi@kpmg.com; shubhamsodhani@kpmg.com
Subject: Re: Contract Agreement // Smart Street Lighting project - NMC

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Reference:

1. Signed Concession Agreement submitted by TP Luminaire on August 2019
2. Work Order vide out ward number HO.03 dated August 20, 2019

Please plan to visit Nashik with your larger team on August 23, 2019 at Rajiv Gandhi Bhavan, Nashik Municipal Corporation at 4 pm for kick off meeting. Accordingly the team needs to be deputed.

Regards
Engineer-in-charge (Electrical)
Nashik Municipal Corporation

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नाशिक महानगरपालिका, नाशिक

विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmc.gov.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWL/2019/	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

अत्यंत तातडीचे

प्रति,

मा.अतिरिक्त कार्यकारी अभियंता
महाराष्ट्र राज्य विज वितरण कंपनी,
व्दारका, नाशिक.

विषय :- विल्होळी जकात नाका येथील १००के.व्ही.ए. क्षमतेचा ट्रान्सफॉर्मर दुरुस्ती करणे बाबत.

संदर्भ :- या कार्यालयाचे पत्र जा.क्र.मनपा/विद्युत/वशि/डेस्क- /७००/२०१९ दि.०३/०९/२०१९.

महोदय,

विल्होळी जकात नाका येथे पाणी पुरवठा यांत्रिकी विभागामार्फत जलशुधिकरण केंद्र बांधणेच्या कामासाठी मनोदार मे.एल ॲण्ड टी कंपनीयांनी सन २०१६-१७ मध्ये १०० केव्हीए क्षमतेचा ट्रान्सफॉर्मर बसवून आपल्या विभागाकडूनवीज कनेक्शन घेतले आहे. सदर ट्रान्सफॉर्मर आपल्या कंपनीकडे सुपूर्त केल्याचे समजते.

तथापी सुमारे १५ दिवसापूर्वी सदर ट्रान्सफॉर्मर बंद झाल्यामुळे मनपाचे श्वान निर्बिजीकरण केंद्र आणि सार्व.बांधकाम वाहतुक कक्षाकडील वीज पूरवठा बंद झाला आहे. त्यामुळे तेथील दैनंदिनकामात अडचणी निर्माण झाल्या आहेत.

तथापी विल्होळी जकात नाका येथील फायटर प्लेनचे उद्घाटन मा.मुख्यमंत्री महोदयांचे हस्ते दि.०८/०९/२०१९ रोजी आयोजीत केलेला आहे. त्यामुळे सदर ठिकाणी वीज पुरवठा तातडीने सुरु करणे अत्यंत आवश्यक आहे.

तथापी सदर ट्रान्सफॉर्मर आपल्या विभागाचा असल्यामुळे आणि ट्रान्सफॉर्मर बसविणे बाबतचा करारनामा अेल ॲण्ड टी कंपनीशी झालेला आहे. त्यामुळे वरील कार्यक्रमाची गंभिरता लक्षात घेवून सदर ठिकाणचा वीज पुरवठा त्वरीत सुरळीत करणेची कारवाई करणेस विनंती आहे.

कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका, नाशिक

प्रत :

१. मा.आयुक्त नाशिक महानगरपालिका, नाशिक
२. मा.शहर अभियंता,मनपा, नाशिक
३. मा.अधिक्षक अभियंता (विद्युत-यांत्रिकी),मनपा, नाशिक

9903

roundcube

Subject	**Re: Request for change of OEM - Nashik Smart Street Lighting Project**
From	<ee_electrical@nmc.gov.in>
To	Amol Nisal <amolnisal@tataprojects.com>
Cc	<se_mech@nmc.gov.in>, <commissioner@nmc.gov.in>, <ceo@nashiksmartcity.in>, Abhishek Das <abhishekdas@tataprojects.com>, <shubhamsodhani@kpmg.com>, Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Bcc	<harshaddhande@kpmg.com>
Date	2019-09-06 17:46

To,
Assistant General Manager - Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai- 400076

Kind Attention: Amol Nisal

Further to you last email dated September 6, 2019, please note that according to RfP condition(s), earlier POC conducted was a part of Technical Evaluation, on the basis of which tender was awarded to Tata Projects Limited.

Therefore, in accordance with RfP conditions your request in last email is unacceptable and you are directed to undertake execution without any further delay and citing the requests which are incongruous to RfP conditions. Work Order issued on dated August 20, 2019 also suggested to undertake execution with immediate effect.

Engineer-in-charge
Electrical Department
Nashik Municipal Corporation, Nashik

On 2019-09-06 12:54, Amol Nisal wrote:

> Dear Sir,
>
> This has reference to our discussion regarding change of OEM for Nashik Smart Street Lighting Project (WO outward No. HO 03 Dt 20th Aug 2019)
>
> TPL has a global alliance with Signify (erstwhile Philips) & Tata Communications Ltd (TCL) for smart street lighting solutions.
>
> We are also working together on some of the international opportunities.
>
> In India, we have successfully deployed Signify/TCL solutions+ services in pune/noida smart street lighting projects.
>
> This solution is deemed to be best in class & our customers are totally satisfied with Signify/TCL solution.
>
> As TPL, we have time tested working relation with both of them & found their product/services at par with best in the world.
>
> For Nashik, both Signify and TCL had minor technical compliance issues due to which TPL could not propose their solution at the bidding stage.
>
> We had asked both of them to rework their solution and make it completely RFP compliant.
>
> Now, RFP compliant products are available with them & can be used in Nashik, subject to your permission.
>
> With the compliance issues out of the way, we hereby propose Signify + TCL solution for Nashik Smart Street Lighting project.
>
> TPL assures you that this change, will not have any impact on TPLs deliverables.

DFA

geor

We request your approval to change the OEM for this project &

in order to demonstrate the solution as per RFP guidelines, we seek your permission to conduct POC once again with Signify + TCL.

Request you kindly allow us this change in OEM & provide us sites to conduct POC.

Look forward to your positive response.

Regards,

To,
Assistant General Manager - Smart Cities
Tata Projects Limited, One Boulevard,
2nd, 3rd, 4th floor, Lake Boulevard Street,
Hiranadani Business Park, Powai,
Mumbai, 400076

Kind Attention: Amol Nisal

Further to you last email, please note that according to RfP condition(s), earlier POC conducted was a part of Technical Evaluation, on the basis of which tender was awarded to Tata Projects Limited.

In the light of this your request is unacceptable and you are directed to undertake execution without any further delay and citing the requests which are incongruous to RfP conditions. Work Order issued on dated August 20, 2019 also suggested to undertake execution with immediate effect.

Engineer-in-charge
Electrical Department
Nashik Municipal Corporation, Nashik

-----Original Message-----
From: ee electrical@nmc.gov.in <ee electrical@nmc.gov.in>
Sent: Wednesday, August 21, 2019 6:03 PM
To: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: commissioner@nmc.gov.in; ceo@nashiksmartcity.in; se mech@nmc.gov.in; ceo@nashiksmartcity.in; Abhishek Das <abhishekdas@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>; [illegible] swapnildeshmukh@kpmg.com; [illegible] shubhamsodhani@kpmg.com
Subject: Re: Contract Agreement // Smart Street Lighting project - NMC

To,

The Director
TP Luminaire Private Limited

One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai

Mumbai, 400076

Kind attention: Mr. Ravishankar Chandrasekaran

Reference:

1. Signed Concession Agreement submitted by TP Luminaire on August 20, 2019

2. Work Order vide out ward number HO.03 dated August 20, 2019

Please plan to visit Nashik with your larger team on August 23, 2019 at Rajiv Gandhi Bhavan, Nashik Municipal Corporation at 4 pm for kick off meeting. Accordingly the team needs to be deputed.

Regards

Engineer-in-charge (Electrical)

Nashik Municipal Corporation Notice: Information contained and transmitted by this email is confidential and proprietary to Tata Projects. Information contained is for use only by the recipients. If you are not the intended recipient, you are notified that dissemination or copying of this email or its contents therein is strictly prohibited; you are requested to delete this email immediately and notify the sender. Tata Projects does not enter into any binding agreement with any party by e-mail. Any views expressed by an individual do not necessarily reflect the view of Tata Projects. Tata Projects is not responsible for the consequences of any actions taken on the basis of information provided. While this e-mail has been checked for all known viruses the addressee should also scan for viruses. For TPL Policies & Business opportunities, please visit https://www.tataprojects.com. Register your company on our B2B Tender portal for tender alerts. Tata Projects Ltd conducts all its business dealings in a fair, transparent and ethical manner and does not encourage giving or receiving any favors, gifts, money for services to / business with TPL. In case you want to report any instance of violation, please write to us at ecounsellor@tataprojects.com or tpl-whistleblower@tataprojects.com."

1561 १९०५

सलिम (मामा) शेख

गटनेता, महाराष्ट्र नवनिर्माण सेना
मा. सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
सदस्य : विधी समिती
नगरसेवक : प्रभाग क्र. ११ क

महाराष्ट्र नवनिर्माण सेना

कार्यालय : राजीव गांधी भवन, शरणपुर रोड, नाशिक-२. फोन : ०२५३ - २५७५६३१
संपर्क : डॉ. आंबेडकर मार्केट, सातपूर कॉलनी, नाशिक-१२. दूरध्वनी : ०२५३ - २३६९९९९
मो. ९८२२५६०२४५ ई-मेल : salimmama86@yahoo.com

प्रति,
जा. क्र.: आयुक्त सो. दिनांक : २९।६।२०१९
विधी
नाशिक महानगरपालिका, नाशिक.

आयुक्त कार्यालय
नाशिक महानगरपालिका
दि.

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

सलिम (मामा) शेख
माजी गटनेता, मनसे, मनपा नाशिक

विद्युत विभाग
आवक क्र. १०४
दिनांक- १७/२०१९

आपले स्नेहांकीत
NK Bodke
नंदिनी खंडू बोडके
गटनेता, मनसे, मनपा नाशिक

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

1560 9506

शेलार गजानन दामोदर

नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी
नाशिक महानगरपालिका, नाशिक
माजी शहर जिल्हा अध्यक्ष राष्ट्रवादी काँग्रेस पार्टी, नाशिक
सदस्य : नामको बँक, नाशिक

निवास :
३२५४, कमोद रोड, बागवानपुरा,
नाशिक ४२२ ००१
निवास : ०२५३-२५९७९९७

जा. क्र.: ३८ दिनांक : २८।६।२०१८

प्रति,
मा. आयुक्त सो.
नाशिक महानगरपालिका, नाशिक.

विद्युत आयुक्त कार्यालय नाशिक महानगरपालिका दि. / / आयुक्त

विषय: नविन बीओटी तत्वावरील एलईडी लाईटच्या ठेक्यामुळे होणाऱ्या संभाव्य नुकसानी बाबत.

महोदय,

दिनांक २८/ ०२/ २०१९ रोजी प्रशासनातर्फे स्थायी समितीवर ठेवलेल्या प्रस्तावावरील झालेला ठराव आमच्या निदर्शणास नुकताच आला आहे. एलईडी बसविण्याचा ठेका मे. टाटा प्रोजेक्टस् यांना देण्यात आला आहे. या बाबतीत आमचा अक्षेप खालील प्रमाणे आहे.

यापूर्वी सन २०१२-२०१३ या आर्थीक वर्षामध्ये एमआयसी कंपनीला नाशिक महापालिका हद्दीतील स्ट्रीट लाईटवर एलईडी बसवीण्याचा ठेका देण्यात आला होता सदर कंपनीने महापालिकेने दिलेली बँक गॅरंटी कॅश करण्याचा प्रयत्न केला होता या विरोधात महापालिकेने सदर बँक गॅरंटी कॅश होण्याच्या विरोधात स्थगीती मिळवीलेली आहे. व आजही तो दावा प्रलंबीत आहे.

तसेच सदर कंपनीबरोबर झालेल्या मनपाच्या करारात मनपाने सदर ठेकेदाराचे काम टर्मीनेट केले तर मनपा ८० टक्के पैसे ठेकेदारास देणे लागते व जर कंपनीने काम टर्मीनेशनची नोटीस दिली तर मनपा सदर ठेकेदारास १० टक्के इतकी रक्कम देणे लागते असा उभयतांतील करारामधील एक कलम आहे.

आजही सदर ठेकेदाराचे काम मनपाने टर्मीनेट केले आहे का किंवा ठेकेदाराची टर्मीनेटची नोटीस मनपाने स्विकारली आहे का हेही कळत नाही.

जर सदर ठकेदार महापालिकेविरोधात कोर्टात गेला तर मोठयाप्रमाणावर नुकसान भरपाई मनपास दयावी लागेल याची जबाबदारी कोणाची.

तसेच पुर्वीच्या एमआयसी कंपनीस जर नवीन ठेकेदाराला दिलेल्या कामामुळे नुकसान भरपाई दयावी लागली तर ती जबाबदारी आमच्या पैकी कोणाचीही नसेल वर्कऑर्ड देणाऱ्याची ती वैयक्तीक जबाबदारी असेल महापालिकेला सदरची आर्थिक नुकसानीची तोशीश लागु नये म्हणुन आपणास हे पत्र देत आहोत. याची नोंद आपण घ्याल व उचित कार्यवाही कराल ही नम्र विनंती व अपेक्षा.

आपले स्नेहांकीत

गुरुमितसिंग बग्गा
नगरसेवक, मनपा नाशिक

विद्युत विभाग
क्र. १०५
दिनांक : २८/०२/२०१९

गजानन दामोदर शेलार
गटनेता राष्ट्रवादी काँग्रेस पक्ष,मनपा

१) मुख्यलेखापरिक्षक, मनपा नाशिक
२)मुख्य वित्त व लेखाधिकारी, मनपा नाशिक
३)अधिक्षक अभियंता, विदयुत विभाग, मनपा नाशिक
४)कार्यकारी अभियंता, विदयुत विभाग, मनपा नाशि

नवीन ठेकेदार करार झाल्यास जर काही.

29k.

geol

श्री. भोसले

आयुक्त नाशिक महानगरपालिका दि. 13/9/2019 आयुक्त

विद्युत विभाग

CE/IWL/9237 १९०६

Gmail

Commissioner Nashik <commissionernmc@gmail.com>

RE: FW: Our Confirmation on fixtures supply/installation : TPL version of Kick off points

1 message

Suryanarayanan Sriram <ssriram@tataprojects.com> Fri, Sep 13, 2019 at 5:08 PM
To: "ee_electrical@nmc.gov.in" <ee_electrical@nmc.gov.in>
Cc: Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>, Commissioner Nashik <commissionernmc@gmail.com>, se_mech <se_mech@nmc.gov.in>, PRAKASH THAVIL <ceo@nashiksmartcity.in>, "Dhande, Harshad" <harshaddhande@kpmg.com>, Amol Nisal <amolnisal@tataprojects.com>, Abhishek Das <abhishekdas@tataprojects.com>, "shubhamsodhani@kpmg.com" <shubhamsodhani@kpmg.com>

Dear Sir,

Please find enclosed confirmation on deliveries from Lighting OEM.

Trust your good selves would appreciate the same.

With Best Regards

S.Sriram
DGM-Smart Cities,
M/s TATA PROJECTS LTD,
Transocean House,
3rd Floor, Hiranandani Business Park,
Powai, Mumbai-400 076.
Tel: 02267402900
Present mob no: 8291914324
All is well

-----Original Message-----
From: ee_electrical@nmc.gov.in [mailto:ee_electrical@nmc.gov.in]
Sent: 13 September 2019 16:56
To: Suryanarayanan Sriram <ssriram@tataprojects.com>; Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>
Cc: Commissioner Nashik <commissionernmc@gmail.com>; se_mech <se_mech@nmc.gov.in>; PRAKASH THAVIL <ceo@nashiksmartcity.in>; Dhande, Harshad <harshaddhande@kpmg.com>; Amol Nisal <amolnisal@tataprojects.com>; Abhishek Das <abhishekdas@tataprojects.com>; shubhamsodhani@kpmg.com
Subject: Re: FW: Our Confirmation on fixtures supply/installation : TPL version of Kick off points

To,
The Operations Head
TP Luminaire Private Limited (TPLPL)
One Boulevard, 3rd Floor, Lake Boulevard Road, Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Sriram

Please note that the fact is contrary to reason you have cited for denial - 'short notice'.

During the kick off meeting held on August 28, 2019, minutes for which were shared; it was decided that 1000 fixtures would be installed across
6 divisions by September 5. Despite this till date no action has been taken. Kindly ensure installation of said fixtures at the earliest without any delay.

नाशिक महानगरपालिका, नाशिक
9/9/19 दे.993
9/9/19 दे.993
993E
96 E 9E
Sh. Bhosale Smart lighting file
13/9/19

Minutes of meeting from discussion held to expedite the progress of Smart Street Light Project in Nashik

Agenda: Kick off meeting for Smart Street Light Project in Nashik
Date: August 28, 2019
Time:

Slot 1: 12.00 pm to 1.30 pm
Slot 2: 3.45 pm to 4.40 pm

Place:

Slot 1: Office of Executive Engineer (Electrical), Rajiv Gandhi Bhavan, Nashik Municipal Corporation
Slot 2: Office of Superintending Engineer (Electrical and Mechanical), Rajiv Gandhi Bhavan, Nashik Municipal Corporation

Participants:

Slot 1:
Authority (NMC): Mr. Vanmali (Executive Engineer – Electrical), Mr. Patil (Deputy Engineer – Electrical), Mr. Wiakar (Deputy Engineer – Electrical), Mr. Gaikwad (Deputy Engineer – Electrical), Mr. Bagul (Deputy Engineer – Electrical) and Mr. Kane (Deputy Engineer – Electrical)
PMC: Shubham Sodhani
Vendor (TPL/ TP Luminaire Pvt. Ltd.): Amol Nisal, Abhishek Das, S. Sriram, Sachin Tandon and Shishir Singh

Slot 2:
Authority (NMC): Mr. Chavanke (Superintending Engineer – Electrical & Mechanical), Mr. Vanmali (Executive Engineer – Electrical), Mr. Patil (Deputy Engineer – Electrical) and Mr. Wiakar (Deputy Engineer – Electrical)
PMC: Shubham Sodhani
Vendor (TPL/ TP Luminaire Pvt. Ltd.): Amol Nisal, Abhishek Das, S. Sriram, Sachin Tandon and Shishir Singh

Main discussion points:

1 Discussion was centered on the implementation plan and immediate tasks which need to be accomplished

2 **Division wise implementation**

i. It was decided that work at all 6 six municipal divisions would be undertaken simultaneously
ii. For this NMC would share division wise information related to number of switching points with vendor by August 29. Vendor needs to coordinate with concerned divisional officers for the same

3 **Immediate requirements:**

i. It was decided to install fixtures at least 1000 poles across the six divisions by September 5
ii. Installation needs to be first done at main roads. Vendor needs to coordinate with concerned divisional officers for getting the list of such stretches
iii. Therefore, survey report needs to be prepared in phased manner, first for these 1000 poles

9692

iv. In addition to the 1000 poles mentioned above, installation work needs to be carried out immediately at 5000-6000 new poles, list of which needs to be obtained by vendor from concerned divisional officers

4 Implementation Plan:

i. Vendor would share detailed consolidated implementation plan by August 31
ii. Detailed implementation plan would be revised at division level and shared by September 4

5 Deployment of team, Organogram and Communication Matrix

i. Vendor needs to appoint a resource as SPOC. SPOC should be deployed full-time in Nashik, available for discussion with authority and PMC at any time, should have complete knowledge of the project, should be able to take necessary decisions, should be able to coordinate with all stakeholders involved in the project and must be available for weekly review meeting. SPOC needs to be appointed immediately after the kick-off meeting
ii. Vendor need to share organogram of the project implementation team by September 3
iii. Vendor need to share a clearly laid out communication matrix by September 3

6 Quality test

i. Vendor needs to facilitate inspection of site(s) wherein installation material is procured and arrange for quality test(s) of sample chosen by NMC officials or officials designated by NMC. All tests should comply with NABL requirements
ii. Tests would be done in conformity with RfP requirements, particularly Clause 5 of RfP

7 Others

i. Vendor needs to ensure that all installed fixtures have NMC logo on it
ii. NMC would share GIS data pertaining to street lights with vendor by August 29. For this vendor, needs to coordinate with concerned divisional officers
iii. Vendor may contact ward specific wire-man/ line-man appointed by NMC for necessary inputs during the project implementation period

end of document

TPLL-NMC-SC/08-002

Date: 23.09.2019

To,

Superintending Engineer,

Nashik Municipal Corporation.

Nashik.

Kind Attn: Mr. S. CHAVANKE (S.E ELECTRICAL).

Subject: Design, Build, Finance, Operate, Maintain & Transfer the Project of Implementation of high impact street light by installing Energy Efficiency dimmable and non-dimmable LED Street Lights along with Feeder based SCADA system – Escalation Matrix.

Reference: Work Order No. H.O.03 Dated 20th Aug 2019

Dear Sir,

Please be noted that we have setup the following communication matrix & Escalation matrix for smooth delivery of the Project.

Communication Matrix:

Sr. No.	Issue	Person	Email ID	Mobile
1	Electrical Related	Viral Parekh/Aman Gupta	amangupta@tataprojects.com	8962224677 9601356019
2	Project Related	Sachin Tandon	sachintandon@tataprojects.com	7741910000
3	Corporate Office	S. Sriram	ssriram@tataprojects.com	8291914324
4	Executive Level	Rajendra Inani	rajendrai@tataprojects.com	

Escalation Matrix:

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers -1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

Sr. No.	Level	Severity	Person
1	First Level	Low	Aman Gupta/Viral Parekh
2	Second Level	Medium	Sachin Tandon
3	High	High	S. Sriram
4	Very High	Very High	Rajendra Inani

This is for your kind information & record please.

Assuring our Best of Services at all the Times.

Your's faithfully,

TATA PROJECTS LIMITED

9/23/2019

X

Mr. Ravishankar Chandrasekaran
SBUH UBF
Signed by: RAVISHANKAR CHANDRASEKARAN

Signature of Authorized Signatory (With Official Seal)

Date: 23-09-19
Name: Mr. Ravishankar Chandrasekaran
Designation: SBU Head - Urban Built Form
Telephone: +917893332270
Fax: +912267402960
Email address: ravishankarc@tataprojects.com
Place: Mumbai

3626

9596

TATA

TPLL-NMC-SC/08-003

Date: 24.09.2019

To,
Superintending Engineer,
Nashik Municipal Corporation.
Nashik.

Kind Attn: Mr. S. CHAVANKE (S.E ELECTRICAL).

Subject: Design, Build, Finance, Operate, Maintain & Transfer the Project of Implementation of high impact street light by installing Energy Efficiency dimmable and non-dimmable LED Street Lights along with Feeder based SCADA system – Escalation Matrix.

Reference: Work Order No. H.O.03 Dated 20th Aug 2019

Dear Sir,

This refers to above mention your Work Order, As per Terms of Tender Clause, we here by officially submitting Organogram of Tata Projects Luminaire Ltd as enclosure.

This is for your kind information & record please.

Assuring our Best of Services at all the Times.

Your's faithfully

TATA PROJECTS LIMITED

9/23/2019

Sh Bhosale
Smart light-file
26-9-19

X

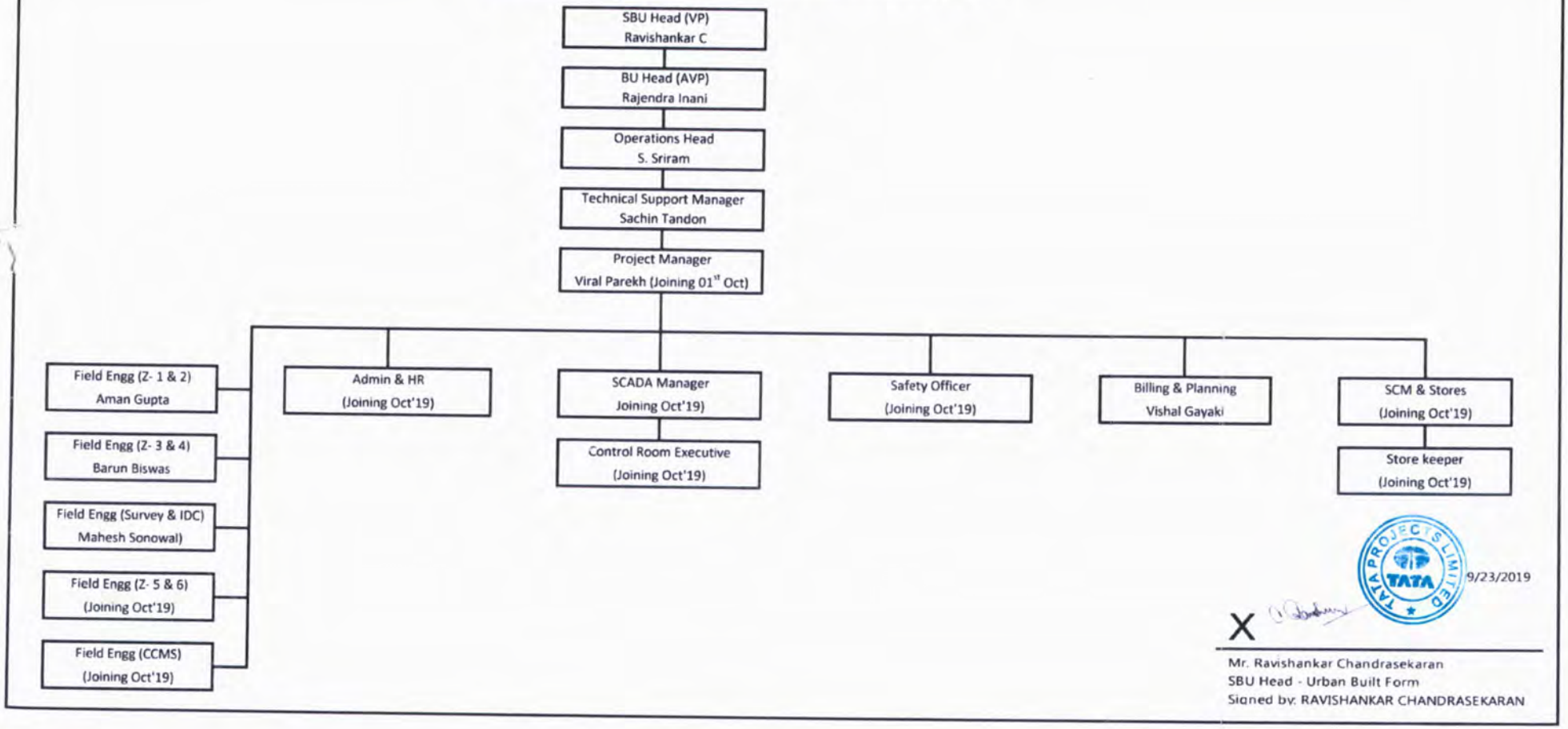
Mr. Ravishankar Chandrasekaran
SBU Head - Urban Built Form
Signed by: RAVISHANKAR CHANDRASEKARAN

Authorized Signatory

निरस्त विभाग
आवक - ११७५
दिनांक - २६/९/२०१९

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers 1 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC057431

TPLL Organogram of Nashik Project



TATA PROJECTS LIMITED

9/23/2019

X

Mr. Ravishankar Chandrasekaran
SBU Head - Urban Built Form
Signed by: RAVISHANKAR CHANDRASEKARAN

आवक X
दिनांक २४/५/२०१९

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१९२७

NASHIK MUNICIPAL CORPORATION

Attendance sheet

Smart lighting project

Thursday Date : 14/11/2019

Sr. No.	Name	Orgnisation	Sign
1	MANU BHARDWAJ	Bajaj Electricals Ltd.	Manu Bhardwaj
2.	SAROJ KUMAR	— do —	[illegible]
3.	VIRAL PAREKH	Tata Projects Ltd.	[illegible]
4.	Sugato Mukherjee	Bajaj Electricals	[illegible]
5.	Amol Nisal	TPL	[illegible]
6.	Abhishek Das	Tata Projects Ltd.	Abhishek
7.	Shubham Sodhani.	PMC, NMSCDCL	[illegible]
8	Aman Gupta	TPL	Gupta
9	Tushar Patil	Bajaj Electricals Ltd	[illegible]
10.	Saroj Patasahani	Bajaj Electricals Ltd	
11	SANJAY BARDE	Bajaj Electricals Ltd	[illegible]
12	Ranjit Shastrakal	Bajaj Electricals Ltd	[illegible]
13	Subhabrata Dutta	Bajaj Electricals Ltd	Dutta

9e22

Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel: +91-22-6244 6601 / 6244 6613
Primary Email : lab_absquare@bajajelectricals.com
www.bajajelectricals.com

BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Joint Inspection Report

Date: 26.11.2019

Customer's Name : Tata Project Ltd
Project : Nashik Smart City
LOI No. : TPL/UI/SCM/NASHIK/62 Dt 17.9.2019

Type of Luminaries with ballast/driver

Sr. No.	Bajaj Cat. Ref.	Quantity
1.	BRLEP 85W LED WH E N	1000 nos

Test conducted as per QAP	Observation
1. Visual	Satisfactory
2. Insulation resistance	>60 M Ohms
3. Protection against Dust & Moisture (IP 66 Test)	Satisfactory
4. Photometry test	Satisfactory (Report attached)
5. Functional test	Satisfactory (Readings attached)
6. Operating voltage range	Operates 120 to 300 V AC

For Bajaj Electricals Limited

Nitin Agrawal
Chief Manager (QA)

Prakash Patil
Dy. Manager (QA)

Witnessed By

Hemant Patil
Dy. Engineer NMC

Ayushyaman Mahapatra
KPMG

Vishal Gayaki
TPL

9E28

9529

INVENTFINE™
创惠仪器

Ritesh Electricals
www.inventfine.com.cn
Tel: 86-571-88091262
Fax: 86-571-88262100

Lightsource Test Report

Product Infomation

Product Category: STREET LIGHT
Product Spec: BRLEP 85 W LED WH EN
Manufacturer: BAJAJ ELECTRICLAS LTD
Remark: SAMPLE

Product Type: STREET LIGHT
Product Number: 18
Buyer: NMC

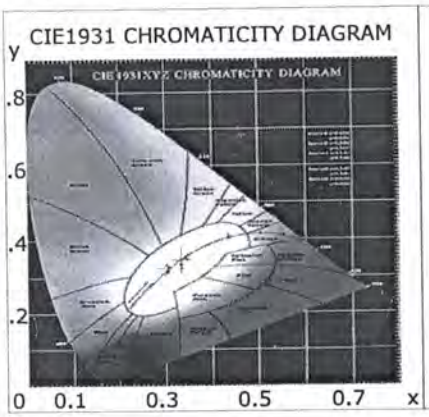
CIE Colorimetric Parameters

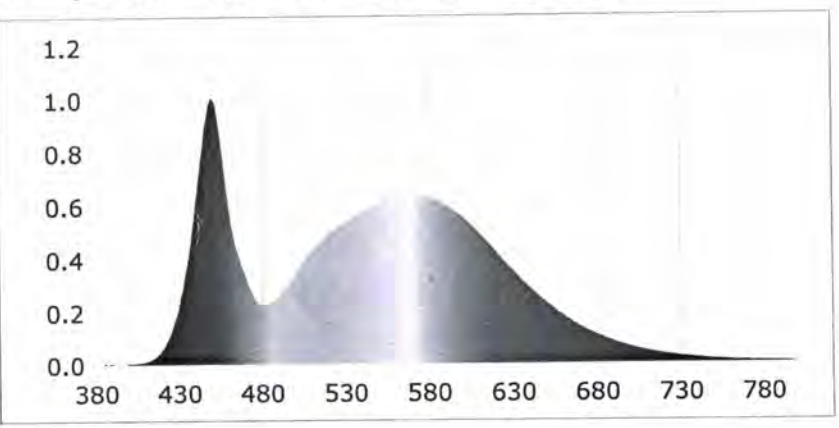
Chromaticity coordinates: x=0.3326 y=0.3488 u(u')=0.2041 v=0.3210 v'=0.4815
CCT: Tc=5494K (duv=0.00385)
Color Ratio: R=0.137 G=0.819 B=0.044
Peak Wavelength: 450.4nm
Half Bandwidth: 24.5nm
Dominant Wavelength: 552.4nm
Color Purity: 0.045
CRI: Ra= 77.0
TM30: Rf= 76, Rg= 93

R1 =74	R2 =82	R3 =88	R4 =76	R5 =75	R6 =76	R7 =84	R8 =60
R9 =-20	R10=58	R11=74	R12=54	R13=75	R14=94	R15=68	

Color Quality Scale: Qa= 75.9, Qf= 75.9, Qp= 76.5, Qg= 89.6

Q1 =80	Q2 =97	Q3 =72	Q4 =67	Q5 =74	Q6 =77	Q7 =80	Q8 =86
Q9 =95	Q10=81	Q11=75	Q12=74	Q13=75	Q14=62	Q15=69	





Photometric Parameters

Luminous Flux: 9957.24 lm
Efficiency: 124.84 lm/W
Radiant Power: 30.488 W
EEI: 0.11
Energy Efficiency Class: A++ (EU 874-2012)

Electric Parameters

Voltage: 240.20V
Current: 0.3350A
Power: 79.76W
Power Factor: 0.9930
Frequency: 50.00Hz

Test Infomation
Scan Range: 380~800:1nm
Stabilization Time: 15 Min
Max of Signal: 43647 (2789)

Photometric Method: sphere-photometer (spec_rev)
Photometric Condition: Sphere diameter: 1.50m, 4PI
CCD Integration Time: 40.49 ms

Condition: Tx:28.6'C, Ti:27.6'C, R.H.:60%
Test Lab: RITESH ELECTRICLAS
Operator: DATTA

Test Device: Inventfine CMS-3000S
Test Time: 2019-11-26 14:17:51
Inspector:

Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

9926 1927

BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Functional Test Report

Item Name : BRLEP 85W LED WH E N

Sr. No.	Power (W)	Voltage (V)	Current (mA)	PF	Vthd	Athd
1	81.97	240.3	341	0.991	6.9	5.3
	81.52	120.3	649	0.983	8.9	8.1
	82.02	280.1	289	0.993	4.9	4.2

For Bajaj Electricals Limited

Witnessed By

26/11

9E2L

Bajaj Electricals Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Routine Test Report

Customer's Name : M/s. TATA PROJECT LTD

Project name: Nashik Smart City

LOI No.: TPL/UI/SCM/NASHIK/02 Dt 17.9.2019

Type of Luminaries with Lamps and Ballast/Driver

Sr. No.	Bajaj Cat. Ref.	Quantity (Nos)
1.	BRLEP 85W LED WH E N	1000

Tests conducted as per IS 10322 on 100%basis	Observation
1. Visual	Satisfactory
2. Dimensional Check	Within Limit
3. Insulation resistance at 500 V dc	>50 Mega Ohms
4. Functional / Electrical Test	Satisfactory

For Bajaj Electrical Ltd.

EMP CODE P703

Prakash Patil
Dy. Manager QA

9939

Bajaj Electrics Ltd.

Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel: +91-22-6244 6601 / 6244 6613
Primary Email : lab_absquare@bajajelectricals.com
Secondary Email : priya.jain@bajajelectricals.com
www.bajajelectricals.com

BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Joint Inspection Report

Date 21.12.2019

Customer's Name : NMC

Type of Luminaries.

Sr. No.	Bajaj Cat Ref.	Quantity (Nos)
1	BRLEP 40 W LED WH	3850

Acceptance Tests conducted as per approved QAP & approved Data sheet.	Observation
1. Visual inspection (Marking, Dimensions & Packing)	Satisfactory
2. Insulation resistance at 500 V dc	>100 Mega Ohms
3. Functional & Electrical Test	Satisfactory (Annexure attached)
4. IP X6 Test for Moisture protection	Pass (Fitting found healthy after Test)

Note: One No random sample signed and sealed by undersigned representative of NMC for Third Party Testing.

For Bajaj Electricals Ltd.

Witnessed By

Binit Patel

Hemant Patil
Dy. Engineer
NMC

Shyam Vaikar
Dy. Engineer
NMC

21.12.2019
A Mohpatra
Consultant
PMC

Akshay Gawade

21/12/2019
Nandan Kumar
EPI Site Engineer

9032

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Annexure
Electrical Readings

Sr No	Voltage (V)	Current (Amp)	Wattage (W)	PF	% Athd
1	240	0.150	35.99	0.98	4.6
2	240	0.151	35.87	0.984	4.8
3	240	0.151	35.82	0.983	4.7

21/12 · 21/12/2023

BAJAJ ELECTRICALS LIMITED EMP CODE P600 QUALITY ASSURANCE

9E38

9954

Bajaj Electricals Ltd.
Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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Bajaj Electricals Ltd.
Inspiring Trust

Routine Test Report

Customer's Name : NMC.

Type of Luminaries.

Sr. No.	Bajaj Cat Ref.	Quantity (Nos)
1	BRLEP 40 W LED WH E	3850

Tests conducted on 100% as per IS 10322	Observation
1. Visual inspection	Satisfactory
2. Insulation resistance test at 500V DC	>100 Mega Ohms
3. Operational Electrical Test	Satisfactory

For Bajaj Electrical Ltd.

Binit Patel

Asst. Manager QA

3826

9E36

LED STREET LIGHT

Photometric & Electrical Test Report
(As per IES LM 79-08 / IS 16106-12)

Issued by : Bajaj Electricals Limited
Date : 25-10-2019

Certificate No.: TC-7704

BAJAJ LUMINAIRES
Making the difference

AB SQUARE, BAJAJ ELECTRICALS LTD.
Plot No. 27/PT-2 TTC Industrial Area,
Millennium business Park,
Mahape, Navi Mumbai,Maharashtra .
E- mail- lum_absquare@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
Making the difference

Certificate No.: TC-7704

Electrical & Photometric Test Report

Testing agency:	BAJAJ ELECTRICALS LIMITED		
Test date:	24-10-2019		
Type of equipment used:	Mirror Gonio Photometer (Type C) & (Spectroradiometer) color Measurement System		
Mirror goniophotometer make:	LMT		
Power meter make:	YOKOGAWA WT3000		
Power supply make:	CHROMA		
Measurement uncertainty:	± 4% at coverage factor k=2 and 95% of confidence level.		
Photometric distance:	25.32m		
Test Condition			
Ambient temperature (°C):	25±1	**Relative humidity (%):**	50±15
Test voltage (V):	240	**Frequency (Hz):**	50
Stabilisation time (HH:MM:SS):	02:00:00	**Total operating time (HH:MM:SS):**	01:00:00
Rated Performance Parameters (at 240 V AC & 50 Hz)			
Electrical Data		**Photometric / Colour Data**	
Rated wattage (W):	36	**Rated luminaire efficacy (lm/W):**	100
Rated mains current (A):	0.170	**Nominal CCT (K):**	5700 ± 300
Power factor:	>0.95	**Nominal CRI:**	>70
Harmonic distortion Athd (%):	<10	**Throw and spread (°):**	--
Measured Performance Parameters			
Electrical Data		**Photometric / Colour Data**	
Supply voltage (V) & freq. (Hz):	240 V & 50 Hz	**Total measured lumen (lm):**	4265.9**
Total wattage (W):	35.50**	**Luminaire efficacy (lm/W):**	120.2*
Mains current (A):	0.149	**CCT (K):**	5706
Power factor:	0.983	**CRI:**	78
Harmonic distortion Athd (%):	4.9	**Throw and spread (°):**	49° and 19°
Photometric Measurement Data:			
Light Intensity Distribution Diagram (cd)-		Refer to Page No. 3	
Colour		Refer to Page No. 4	
Approved By:		**Tested By:**	
Hrishikesh Ta		Akshay Mitna	

Note - * As per the IS 16107 part 2- sec1 clause no. 8.3, measured luminaire efficacy shall not be less than 90% of rated value.

** As per the IS 16107 part 2- sec1 and 16103 part 2, clause no. t and 8.1 respectively, measured luminaire wattage and luminaire lumen shall not vary by more than ±10% of rated value.

BAJAJ ELECTRICALS LIMITED EMP CODE PGOD QUALITY ASSURANCE

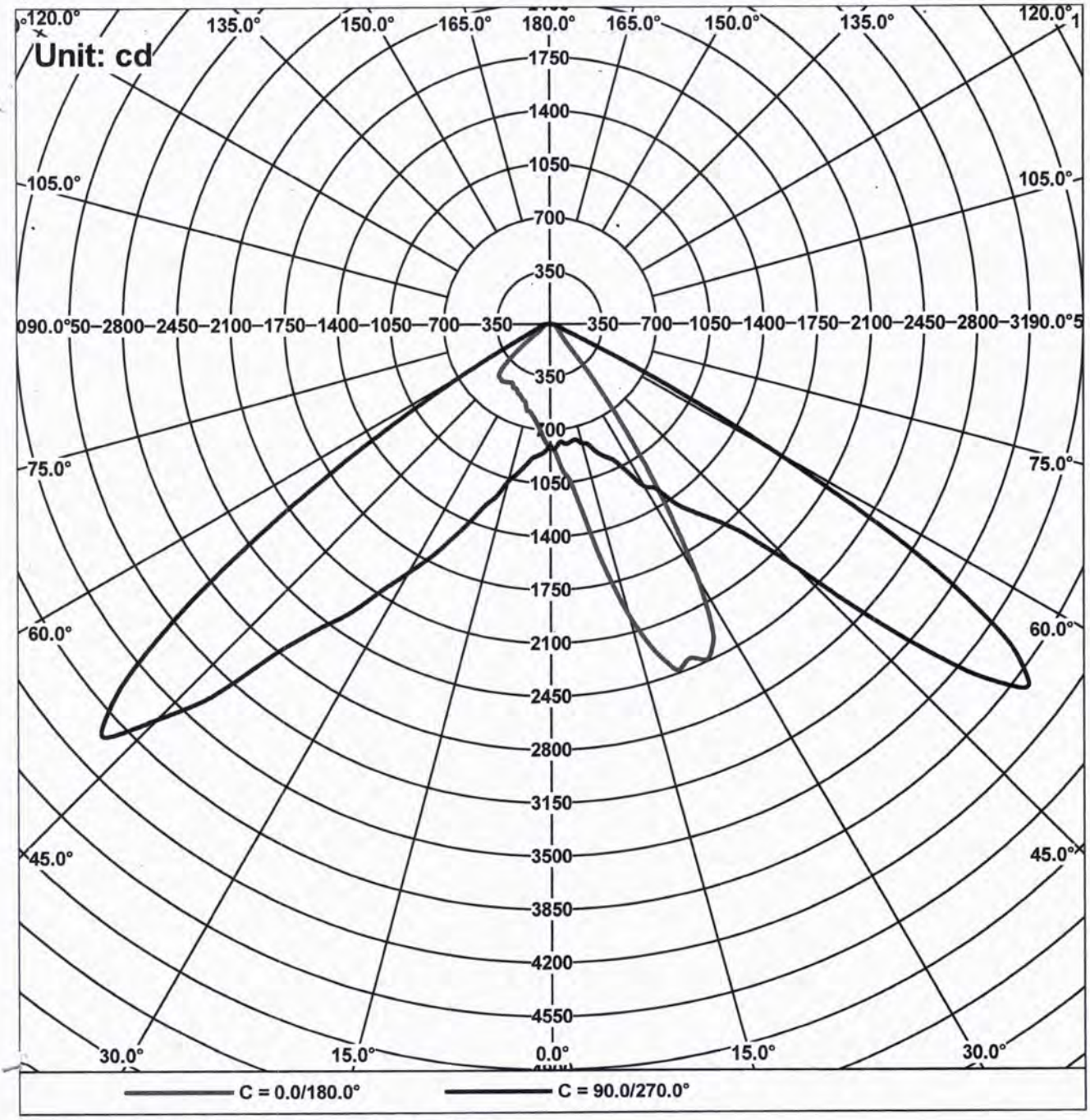
zero

AB SQUARE, BAJAJ ELECTRICALS LTD.
Plot No. 27/PT-2 TTC Industrial Area,
Millennium business Park,
Mahape, Navi Mumbai,Maharashtra .
E- mail- lum_absquare@bajajelectricals.com
Web- www.bajajelectricals.com

BAJAJ LUMINAIRES
Making the difference

Certificate No.: TC-7704

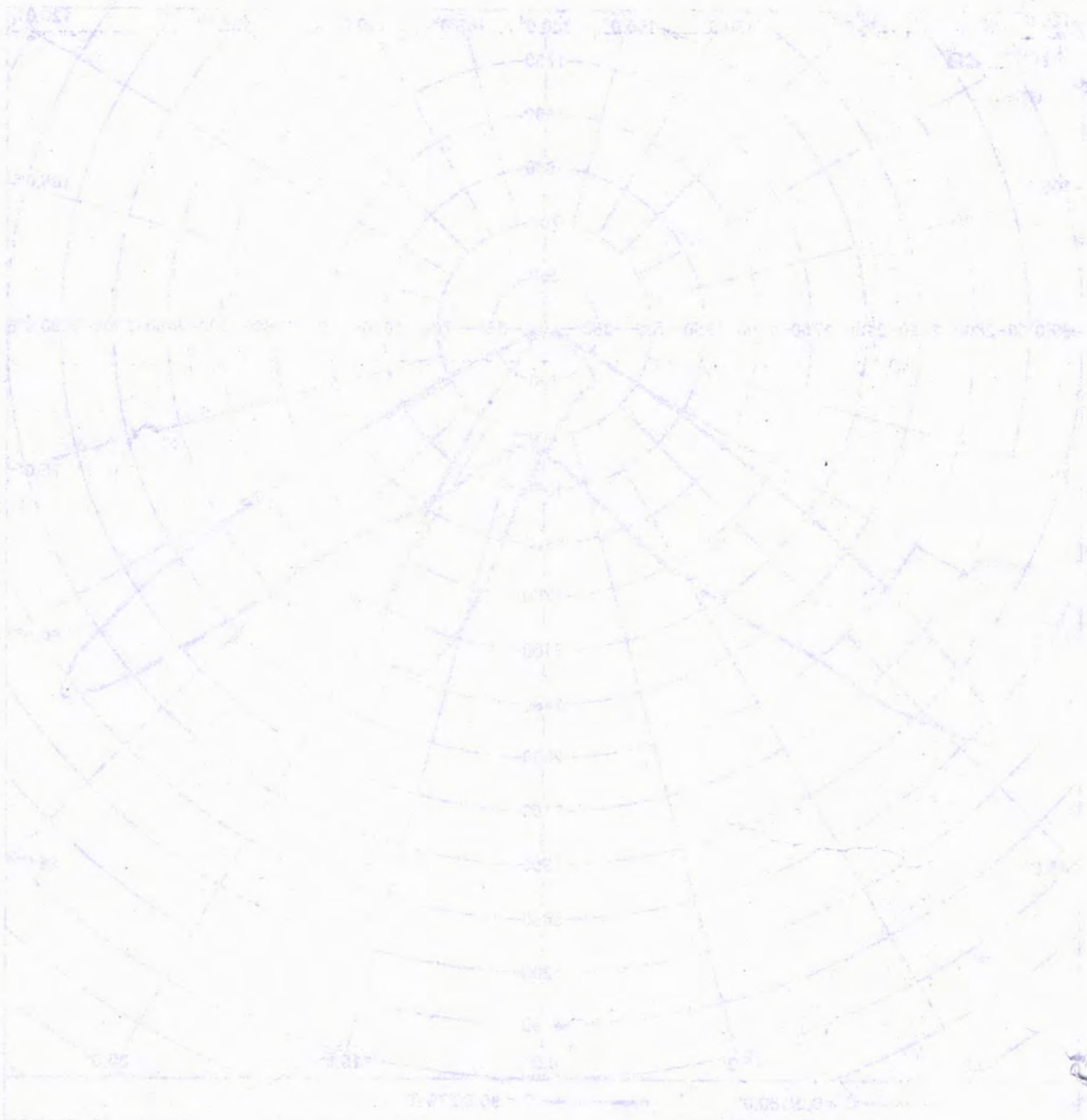
Light Intensity Distribution Diagram (cd)-



Luminous intensity values are shown radially from centre.
Elevation angle values are shown around the outside of the graph.

Product Code	BRLEP 40W LED WH E N	Sample ID	K191025

9e82



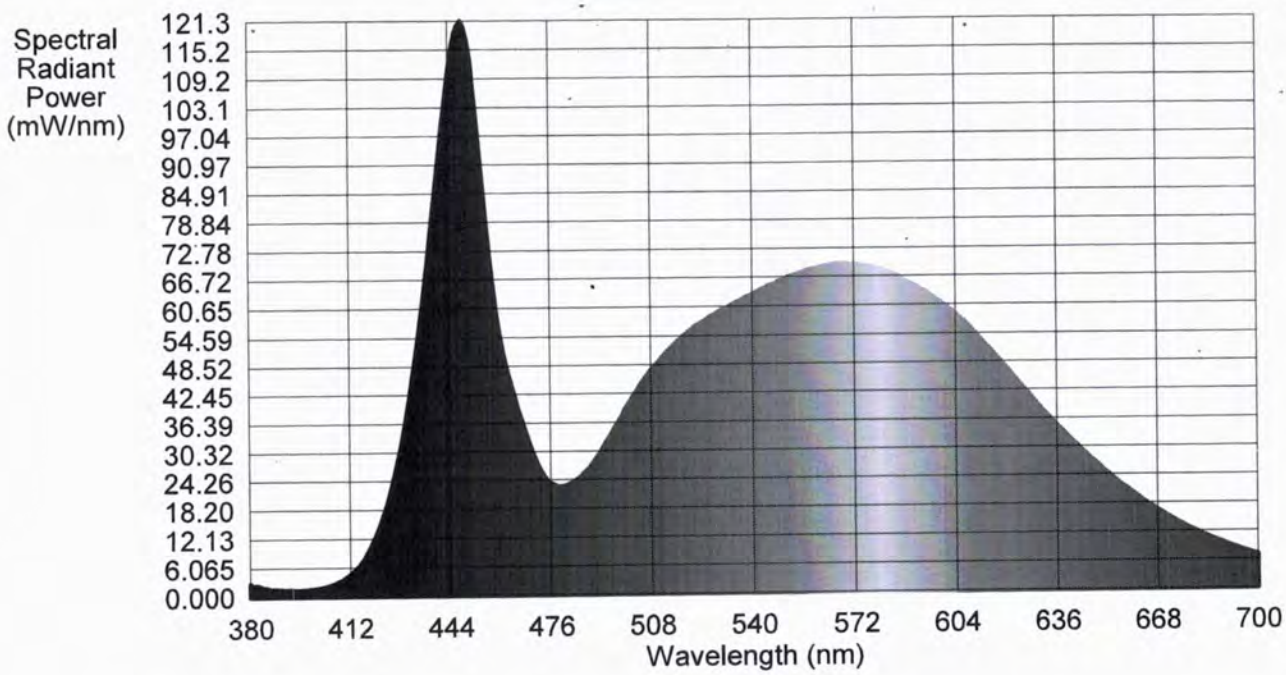
9983

AB SQUARE, BAJAJ ELECTRICALS LTD.
Plot No. 27/PT-2 TTC Industrial Area,
Millennium business Park,
Mahape, Navi Mumbai,Maharashtra .
E- mail- lum_absquare@bajajelectricals.com
Web- www.bajajelectricals.com

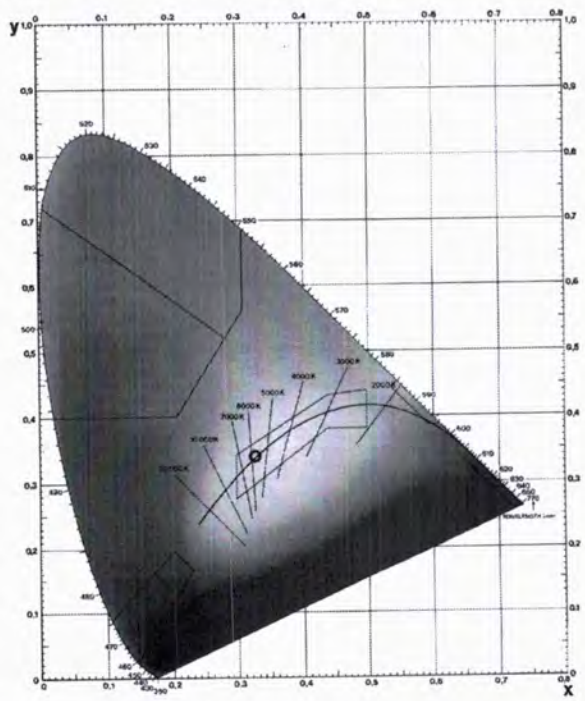
BAJAJ LUMINAIRES
Making the difference

Certificate No.: TC-7704

Colour



CIE 1931 Chromaticity Diagram:



Chromaticity:

x:	0.32790
y:	0.33886
u:	0.20460
v:	0.31716
u':	0.20460
v':	0.47574
CCT:	5706.3 K
Duv:	0.00094
S/P-ratio:	1.9970
CRI:	78.0

Product Code	BRLEP 40W LED WH E N	Sample ID	K191025

BAJAJ ELECTRICALS LIMITED * EMP CODE P600 * QUALITY ASSURANCE *



9984

Bajaj Electricals Ltd.
Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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Inspiring Trust

Type Test Report

Item Description: BRLEP 40W LED E **Date:09.02.2019**

Quantity: 1 No. **Ref No.: QA/TTC/LED/~~FTL/CFL~~**

Reference Standard: IS 10322 (part 5/Sec.3)-2012(Specification for luminaires for Road and Street Lighting)

Sr. No.	Name of the Test	Standard Specification	Observation	Remarks
1.	**MARKING (Cl. 6)**	Luminaire should be marked with: -		
		a) Mark of Origin	Bajaj	
		b) Rated Voltage	240VAC	Satisfactory
		c) Rated Maximum ambient temp. ta if other than 25°C	60°C	
		d) Marking of Ingress protection	IP 66	
		e) Model or type reference	BRLEP 40W LED E	
		f) Rated wattage of lamp	40 W	
		g) Marking of Termination	L-E-N	
1.2	Test for Marking (Cl 3.4 of IS 10322 (Part 1) : 2014	After the test marking should legible, marking labels shall not be easily removable.	Marking legible after the test	Satisfactory
2	**CONSTRUCTION (Cl.7)**			
2.1	**Replaceable Components** (Cl 4.2) of IS 10322 (Part 1) 2014.	The luminaire shall be designed that there is sufficient space for replacement of components or parts without difficulty and without impairing safety.	Provided sufficient space to permit replacement of component or parts without difficulty and without impairing safety.	Satisfactory
2.2	**Wireways** (Cl 4.3 of IS 10322 (Part 1) 2014.	Wireways shall be smooth and free from sharp edges, burrs, flashes and the like, which might cause abrasion of the insulation of the wires.	Wireways provided is smooth and free from sharp edges, burrs, flashes and the like, which might cause abrasion of the insulation of the wires.	Satisfactory
2.3	**Mechanical Strength** (Cl 4.13 of IS 10322 (Part 1) 2014.	Sample shall not show damage after application of 3 blows by means of spring operated impact test apparatus with impact.	No sign of damage observed	Satisfactory
2.4	**Resistance to corrosion** (Cl 4.18 of IS 10322 (Part 1) 2014. Test conducted of ferrous parts of luminaire as per Cl. 4.18.1	After the test surface shall not show any sign of rust.	No sign of rust observed.	Satisfactory
2.5	**Mechanical Hazard.** (Cl 4.25 of IS 10322 (Part 1) 2014.	Luminaries shall have no sharp point or edges that could, during installation, normal use or maintenance create hazard to the user.	No Sharp point or edges observed.	Satisfactory

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Bajaj Electricals Ltd.
Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

3	**PROVISION FOR EARTHING** (Cl. 9)	Metal parts of class I luminaires should be permanently and reliable connected to an earthing terminal or earthing contact. Earthing resistance should be not excessed 0.5 ohms.	0.041 Ohms.	Satisfactory
4 4.1

Bajaj Electricals Ltd.
Plot No. 27, Part 2, Millenium Business Park,
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Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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Inspiring Trust

6.2	**Thermal Test (Normal Condition):** Cl 12.4 of IS 10322 (part 1) 2014. Luminaire kept in drought free enclosure at ambient temp. and supply voltage of 1.06 times rated voltage applied. Temp. measured on various parts after the luminaire has stabilized.	The Temp. should not exceed the limit as per table no. 12.1 & 12.2 on 1) **Ballast Winding:** tw ° C 2) **Capacitor Case: tc** ° C 3) **Insulation of wiring:** 90° C 4) **Mounting Surface:** 60 ° C	 Not applicable for electronic ballast 52 ° C 56 ° C	 Satisfactory Satisfactory
6.3	**Thermal Test (Abnormal Condition):** Cl 12.5 of IS 10322 (part 1) 2014. Luminaire kept in drought free enclosure at ambient temp. and supply voltage of 1.10 times rated voltage or maximum rated voltage range is applied. Temp. measured on various parts after the luminaire has stabilized.	The Temp. should not exceed the limit as per table no. 12.1 & 12.2 on **1) Ballast Winding:** tw ° C **2) Capacitor Case: tc** ° C **3) Mounting Surface:** - 85° C	 Not applicable for electronic ballast 67 ° C	 Satisfactory
7 7.1	**RESISTANCE TO DUST AND MOISTURE (Cl.14):** **Test for Dust Tight (IP 6X)** Luminaire is tested in dust chamber as per Cl.9.2.2 of IS 10322 (Part 1) 2014.	There should be no deposit of talcum powder inside enclosure of dust tight luminaire.	No trace of talcum powder inside enclosure of dust tight luminaire.	Satisfactory
7.2	**Powerful Jet Proof Test (IP X6)** Jet proof Luminaire is subjected to a water by means of a jet as per Cl.9.2.7 of IS 10322 (Part 1) 2014.	No trace of water on current carrying parts or SELV parts or on insulation where it could become a hazard for the use of surrounding.	No trace of water observed on current carrying parts.	Satisfactory
7.3	**Humidity Test:** Luminaire kept in a humidity chamber at between 25 ° C to 30 ° C shall be maintained with in 1° C. 91 to 95% RH for a period of 48Hrs. as per Cl. 9.3 of IS 10322 (Part 1) 2014.	The sample should not show any damage affecting the compliance within the requirement of the standard.	No sign of any damage observed.	Satisfactory
8 8.1	**INSULATION RESISTANCE AND ELECTRIC STRENGTH (Cl.15)** **Insulation Resistance** At 500 V DC between current carrying parts and metal parts of the luminaire as mentioned in Table 10.1 of IS 10322 (Part 1) 2014.	Should not less than 2M Ohms.	100 M Ohms.	Satisfactory
8.2	**Electric Strength** A test voltage 1500 ac rms 50 Hz is applied between current carrying parts and metal parts of	Should not occur flashover or breakdown during the test.	No occur flashover or breakdown during the test.	Satisfactory

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Bajaj Electricals Ltd.
Plot No. 27, Part 2, Millenium Business Park,
MIDC, Mahape, Navi Mumbai 400 710, Maharashtra, India.
Tel.: +91 -22-6244 6601/ 6244 6613
Primary Email: lab_absquare@bajajelectricals.com
Secondary Email: Priya.jain@bajajelectricals.com
www.bajajelectricals.com

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	the luminaire parts mentioned Table 10.2 of IS 10322 (Part 1) 2014.			
8.3	**Leakage Current** Cl.10.3 of IS 10322 (Part 1) 2014.	Should not exceed 1mA for class I luminaire.	0.330 mA	Satisfactory
9	**RESISTANCE HEAT, FIRE AND TRACKING (Cl.16)**			
9.1	**Resistance to Heat:** Test conducted as per Cl.13.2.1 of IS 10322 (Part 1) 2014 on external insulating material at temp. 75 ° C.	The Dimeter of impression should not exceed 2 mm.	0.32 mm	Satisfactory
9.2	**Resistance to Flame and Ignition.** Glow wire test conducted as per Cl 13.3.2. of IS 10322 (Part 1) 2014 on insulating material which do not retain live parts in position at temp. 650 ° C.	Any flame or glowing should extinguish within 30 sec. of withdrawing the glow wire. Any burning or molten drop should not ignite the tissue paper.	Did not observe any flame. No Ignition of tissue paper observed.	Satisfactory Satisfactory
10	**Creepage Distances and Clearances (Cl 11).**	1-Beteewn live parts of different polarity (3mm min.)	Observed 5 mm	Satisfactory
10.1	**1-Creepage Distances**	2-Between live parts and other accessible metal parts or between live parts & outer insulating parts (4 mm min.)	More than 6 mm	Satisfactory
		3-Between live parts & other metal parts between them (6 mm min)	More than 8 mm	Satisfactory
10.2	**2- Clearances**	1-Beteewn live parts of different polarity (3mm min.)	Observed 6.1 mm	Satisfactory
		2-Between live parts and other accessible metal parts or between live parts & outer insulating parts (3 mm min.)	More than 4 mm	Satisfactory
		3-Between live parts & other metal parts between them (6 mm min)	More than 7 mm	Satisfactory

General Remarks: - The Sample meets the requirement of IS 10322 (Part 5/Sec.3) -2012 specification with respect to test carried out.

For Bajaj Electricals Ltd.

Nitin B Agrawal
Chief Manager (QA)

bajaj group

9693

CALIBRATION CERTIFICATE

Certificate No.:
CC-2634

LAWKIM
MOTORS GROUP
Calibration & Inspection
Plant 18 B, First Floor, Pirojshanagar,
Vikhroli, Mumbai 400 079, India
Dir : +91-22-6796 5914-26
Fax : +91-22-6796 1527

FR-QT-21

Certificate No.	: M-190814-23-1	Date of Issue	: 21/08/2019
Date of Calibration	: 20/08/2019	Recom.Due Date	: 20/08/2020

Customer Details :
BAJAJ ELECTRICALS LTD.
DIVISION CHAKAN TALEGAON ROAD,
CHAKAN MIDC, PUNE-410501

Challan No.	: DCRC8119000093
Challan Date	: 14/08/2019
Date of Receipt	: 14/08/2019
Cond.on Receipt	: Satisfactory
Receipt No.	: M-190814-23

Through : GODREJ & BOYCE MFG.CO.LTD.,BHOSARI

Details of Unit Under Calibration Instrument:

Name	: MEASURING TAPE	Model	: --
Range	: 0 TO 3000 mm	ID No.	: MT - 01
Least Count	: 1 mm		
Make	: MAX		

Details Of Master Equipment :

Name	Sr.No.	Valid upto	Traceable to
TAPE & SCALE CALIBRATOR	LQM638	08/01/2020	GODREJ & BOYCE - Mumbai

Work Instruction/IS No. : WI-DM-16 / IS:1269

Environmental Details : Temperature : (20±1)°C Relative Humidity : (40 to 60)% rh.

REMARK :- ALL RESULTS ARE AVERAGE OF THREE READINGS.
UNCERTAINTY OF MEASUREMENT AT(95.45% C.L.) : ± 401.83 µm WITH COVERAGE FACTOR K=2

NOTE :- THE CERTIFICATE IS ISSUED SUBJECT TO CONDITIONS STATED OVERLEAF.

OBSERVATIONS ALL DIMENSION ARE IN mm

SR. NO.	PARAMETER	OBSERVATION
	Deviation from nominal length between,	
1	Outer edge of ring/ latch to first graduation line in push condition	-0.055
2	Inner edge of ring/ latch to first graduation line in pull condition	-0.060
3	End face to first graduation line	0.100
4	Any two adjacent mm graduation marks (1 mm)	0.010
5	Any two adjacent cm graduation marks (10 mm)	0.020
6	Any two adjacent dm graduation marks (100 mm)	0.030
7	0 - 1000 mm	0.080
8	1000 - 2000 mm	0.085
9	2000 - 3000 mm	0.095
10	**Cumulative Error in Full Range**	0.260

AUTHORIZED SIGNATORY : PU Mathane/ BH Kumbhar/OB Pendse/PS Gundaye/ SA Bhatle/ Fenil shah/Kaviraj Kharat
DESIGNATION : MANAGR / D M / A M / A M / A M / A C M /SR EXE
CALIBRATED BY : Lab Engineer : S.A.BHATLE
(ULR NO. : CC263419000032395F)

BAJAJ ELECTRICALS LTD. EMP CODE PGOO QUALITY ASSURANCE

Godrej

9544

CALIBRATION CERTIFICATE

Certificate No.:
CC-2495

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

ELECTRO-TECHNICAL

Format No	: FR-QT-21	Page 1 of 2	
Certificate No	: P-190718-4-15		
Date Of Calibration	: 18-07-2019	**Date Of Issue**	: 22-07-2019
		Recom.Due Date	: 18-07-2020

CUSTOMER DETAILS :

BAJAJ ELECTRICALS LTD.
LED DIVISION.
CHAKAN TALEGAON ROAD.
CHAKAN MIDC.
PUNE-410501.

Challan No	: ON SITE
Challan Date	: 18-07-2019
Date Of Receipt	: 18-07-2019
Cond. On Receipt	: SATISFACTORY
Receipt No	: P-190718-4

Details Of Unit Under Instrument :

Name	: DIGITAL AC POWER SOURCE		
Range	: AS PER REPORT	**Sr.No**	: --
Make	: EVERFINE	**Least Count**	: AS PER REPORT
Id.No	: PT-APS-01	**Model**	: --
Accuracy	: AS PER MANUAL	**Instrument Location**	: LED DIVISION

Details Of Master Equipment :

NAME	SR.NO	Valid Upto	Tracebility
DIGITAL 6.5 MULTIMETER	1613012	19-01-2020	Godrej & Boyce Mfg.Co.Ltd.Mumbai

Work Instruction No	: WI-ET-11	**Reference Standard No**	: IS:1248:2003
Environmental Details	: Temperature : (25 ± 10)°C	Relative Humidity	: (50 ± 15) % rh

Remarks : ALL RESULT ARE AVERAGE OF THREE READINGS
NOTE : THE CERTIFICATE IS ISSUED SUBJECTS TO CONDITIONS STATED OVERLEAF

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
AC VOLTAGE (0 TO 150 Vac)	(V ac)	(V ac)	(V ac)	
	0.0000	0.0	0.000	--
	30.0063	30.0	-0.006	1.22%
	60.0461	60.1	0.054	1.22%
	90.0306	90.1	0.069	1.22%
	120.014	120.1	0.086	1.22%
	149.987	150.1	0.113	1.22%

* THE UNCERTAINTY STATED IS THE EXPANDED UNCERTAINTY OF MEASURENMENT OBTAINED BY MULTIPLYING THE STANDARD UNCERTAINTY BY THE COVERAGE FACTOK **k**=2 CORRESPONDANCE LEVEL OF 95.45%

AUTHORIZED SIGNATORY : S.N.JADHAV / S.D.SANDBHOR / P.K.DAS / S.P.LOHAR / H.R.DHORJE
DESIGNATION : MANAGER / AM / SR.EXE / SR.OFFICER / AM

CALIBRATED BY : Lab Engineer : SANDEEP P LOHAR
ULR NUMBER : **CC249519000017031F**

BAJAJ ELECTRICALS EMP CODE P600 QUALITY ASSURANCE

Godrej

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CALIBRATION CERTIFICATE

Certificate No.:
CC-2495

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

Format No : FR-QT-21
Certificate No : P-190718-4-15

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
AC VOLTAGE (0 TO 300 Vac)	(A ac)	(A ac)	(A ac)	
	0.00000	0.0	0.0000	--
	59.9945	60.0	0.0055	1.22%
	119.890	120.0	0.110	1.22%
	179.988	180.0	0.012	1.22%
	239.997	240.0	0.003	1.22%
	299.985	300.0	0.015	1.22%
AC CURRENT (0 TO 10 Aac @ 50 Hz)	(A ac)	(A ac)	(A ac)	
	0.00000	0.000	0.0000	--
	0.10019	0.100	-0.0002	1.42%
	0.50015	0.500	-0.0001	1.42%
	1.00089	1.000	-0.0009	1.42%
	2.00128	2.000	-0.0013	1.42%
	4.00321	4.000	-0.0032	1.42%
	5.00355	5.000	-0.0035	1.42%
FREQUENCY (30 TO 100 Hz)	(Hz)	(Hz)	(Hz)	
	40.0009	40.000	-0.0009	0.09%
	49.9986	50.000	0.0014	0.09%
	59.9987	60.000	0.0013	0.09%

AUTHORIZED SIGNATORY : S.N.JADHAV / S.D.SANDBHOR / P.K.DAS / S.P.LOHAR / H.R.DHORJE
DESIGNATION : MANAGER / AM / SR.EXE / SR.OFFICER / AM

CALIBRATED BY : Lab Engineer : SANDEEP P LOHAR
ULR NUMBER : **CC2495190000017031F**

BAJAJ ELECTRICALS LTD. EMP CODE P600 QUALITY ASSURANCE

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9eyz

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CALIBRATION CERTIFICATE

Certificate No.:
CC-2495

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

ELECTRO TECHNICAL

Format No	: FR-QT-21	Page 1 of 1	
Certificate No	: P-190729-4-4		
Date Of Calibration	: 29-07-2019	**Date Of Issue**	: 30-07-2019
		Recom.Due Date	: 29-07-2020

CUSTOMER DETAILS :

BAJAJ ELECTRICAL LTD.
Gat No.603 to 607,392&426 Village Mahalunge,
Chakan Talegaon Road, Tal-Khed,Dist-Pune-410501
Maharashtra India

Challan No	:	ON SITE	
Challan Date	:	29-07-2019	
Date Of Receipt	:	29-07-2019	
Cond. On Receipt	:	SATISFACTORY	
Receipt No	:	P-190729-4	

Details Of Unit Under Instrument :

Name	:	DIGITAL VAW METER	**Sr.No**	:	51706117
Range	:	AS PER REPORT	**Least Count**	:	AS PER REPORT
Make	:	SCR ELEKTRONKS	**Model**	:	VARIABLE VOLTAGE SOURCE
Id.No	:	-	**Instrument Location**	:	--
Accuracy	:	AS PER MANUAL			

Details Of Master Equipment :

NAME	SR.NO	Valid Upto	Tracebility
6.5 DIGITAL MULTIMETER	1613012	19-Jan-20	GODREJ & BOYCE MFG CO.LTD.MUMBAI

Work Instruction No	:	WI-ET-11	**Reference Standard No**	:	IS 1248:2003
Environmental Details	:	Temperature : (25 ± 10)°C	Relative Humidity	:	(50 ± 15) % rh

Remarks : ALL RESULT ARE AVERAGE OF THREE READINGS
: ***Marked readings Are not cover Under NABL SCOPE**
NOTE : THE CERTIFICATE IS ISSUED SUBJECTS TO CONDITIONS STATED OVERLEAF

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
AC VOLTAGE 0 TO 270 Vac	(Vac)	(Vac)	(Vac)	
	100.55	100	-0.55	1.20%
	150.60	150	-0.60	1.20%
	200.71	200	-0.71	1.20%
	240.75	240	-0.75	1.20%
	270.80	270	-0.80	1.20%

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
AC CURRENT	(Aac)	(Aac)	(Aac)	
	0.5014	0.50	-0.0014	1.40%
	1.0039	1.00	-0.0039	1.40%
	1.5074	1.50	-0.0074	1.40%
	2.0050	2.00	-0.0050	1.40%
	3.0091	3.01	0.0009	1.40%

OBSERVATION

Range Of Unit Under Calibration	Standard Reading	U.U.C.Reading	Error	Measurement Uncertainty (±)
* AC WATTAGE	(Wac)	(Wac)	(Wac)	
	150.28	150	-0.28	0.70%
	300.44	301	0.56	0.70%
	651.70	650	-1.70	0.70%

* The uncertainty stated is the expanded uncertainty of measurement obtained by multiplying the standard uncertainty by the coverage factor $k = 2$ correspondes to confidence level of 95.45 %

AUTHORIZED SIGNATORY : S.N.Jadhav/ S.D.Sandbhor/ P.K.Dash/ H.R. DHORJE
DESIGNATION : MANAGER / AM / A M / SR.EXE./ A M
CALIBRATED BY : Lab Engineer : S.D.SANDBHOR
(ULR NO. : CC249519000017970P)

Certificate No.
CC-2495

CALIBRATION CERTIFICATE

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

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Format No	: FR-QT-21	Page 1 of 1	
Certificate No	: P181227-1-3		
Date Of Calibration	: 27-12-2018	**Date Of Issue**	: 29-12-2018
		Recom.Due Date	: 27-12-2019

CUSTOMER DETAILS :

BAJAJ ELECTRICALS LTD.
LED DIVISION
TALEGAON CHAKAN ROAD.
CHAKAN MIDC.
PUNE-410501

Challan No	: ON SITE
Challan Date	: 27-12-2018
Date Of Receipt	: 28-12-2018
Cond. On Receipt	: SATISFACTORY
Receipt No	: P-181228-4

Details Of Unit Under Instrument :

Name	: DIAL PRESSURE GAUGE		
Range	: 0 TO 2.5 kg/cm²	**Sr.No**	: --
Make	: WIKA	**Least Count**	: 0.1 kg/cm²
Id.No	: IP-PG-01	**Model**	: --
Accuracy	: ± 2.5 % FSD	**Instrument Location**	: IP SETUP

Details Of Master Equipment :

NAME	SR.NO	Valid Upto	Tracebility
DIGITAL PRESSURE GAUGE	0808200/LMGP-17	07-02-2019	Godrej & Boyce Mfg.Co.Ltd.Mumbai

Work Instruction No	: WI-PS-01	**Reference Standard No**	: DKD-R-6-1
Environmental Details	: Temperature : (25 ± 10)°C	Relative Humidity	: (50 ± 15) % rh

Remarks : PLEASE REFER CALIBRATION VALUE
NOTE : THE CERTIFICATE IS ISSUED SUBJECTS TO CONDITIONS STATED OVERLEAF

OBSERVATION

ALL READINGS ARE IN kg/cm²
0 TO 2.5

SR.NO	TEST READINGS	STANDARD READINGS		MEAN VALUE	ERROR	HYSTERESIS	UNCERTAINTY (±)
		M1 Up	M2 Down				
1	0.0	0.00	0.00	0.00	0.00	0.00	--
2	0.5	0.509	0.503	0.506	-0.006	-0.006	0.05
3	1.0	1.013	1.009	1.011	-0.011	-0.004	0.05
4	2.0	2.019	2.016	2.018	-0.018	-0.003	0.05
5	2.5	2.529	2.529	2.529	-0.029	0.000	0.05

MEAN VALUE=(M1+M2) / 2. ERROR= TEST READING - MEAN VALUE,
HYSTERESIS = M2-M1

Uncertainty is Calculated At 95.45% C.L With Coverage Factor k=2

AUTHORIZED SIGNATORY : S.N.JADHAV / S.D.SANDBHOR / V.A.SONAWANE / A.S.PATIL / K.A.PASCHAPURE
DESIGNATION : MANAGER / AM / AM / SR.EXE / AM

CALIBRATED BY : Lab Engineer : SANDEEP P LOHAR
ULR NO :- CC249518000006633F

Godrej

9563

CALIBRATION CERTIFICATE

Certificate No.:
CC-2495

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

FR-QT-21				Page 1 of 2
Certificate No	: P-190821-5-1	Date of Issue	:	27/08/2019
Date of Calibration	: 27/08/2019	Recom. Due Date	:	27/08/2020
Customer Details :		SRF No.	:	P-190821-5
Bajaj Electrical Limited		Calibrated at	:	Onsite
Gat No. 603 to 607, 392 & 426 Village Mahalunge,		Date of Receipt	:	21/08/2019
Chakan Talegaon Road, Tal - Khed,		Cond. On Receipt	:	Satisfactory
Dist.- Pune .410501				

Details of Test Instrument:			
Description	: LED POWER DRIVER TESTER		
Range	: AS PER REPORT	Serial No	: --
Least Count	: AS PER REPORT	Model No.	: VI 2058E
Make	: VOLNIC	Accuracy	: As per Manual
Identification No.	: 2017FD06037		

Details of Standard Used :			
Name	Sr.No.	Valid upto	Traceability
6.5 DIGITAL MULTIMETER	1613012	19/01/2020	G&B, Mumbai
Multi product Calibrator	4444802	06/01/2020	G&B, Mumbai

Work Instruction /IS No.: WI-ET-03, 11 / 1248-2003

Environmental Details: Temperature: 25±10°C Relative Humidity: 50±15%

Remarks

1 Test reading given is the average of 3 Measurements.
2 The reported Expanded Uncertainty is calculated at 95.45 % C.L with coverage factor k=2
3 Equipment used for Calibration were Calibrated & Traceable to National & International standard.
4 *Marked Reading Are Not Cover Under NABL SCOPE

AUTHORIZED SIGNATORY : S.N.Jadhav/ S.D.Sandbhor/ P.K.Dash
DESIGNATION : Manager / A M / SR.Exe.
CALIBRATED BY : Lab Engineer : P.K.DASH
(ULR NO. : CC249519000019546P)

Godrej

Certificate No.:
CC-2495

CALIBRATION CERTIFICATE

LAWKIM MOTORS GROUP
Calibration & Inspection
Unit No. 18, Electronic sadan 2,
MIDC Bhosari,
Pune - 411026.
Telfax : +91-020-46304224 / 4223

Certificate No:P-190821-5-1

S.No.	Parameter/ Range	Standard Reading	Test Reading	Error	Uncertainty
		Aac	Aac	Aac	± %
1	AC CURRENT	0.10046	0.1005	0.00004	1.45
2	0 TO 5 Aac	0.21450	0.2103	-0.0042	1.45
3	@ 50 Hz	0.51645	0.5040	-0.0125	1.45
4		1.14550	1.1030	-0.0425	1.45
5		2.51060	2.5015	-0.0091	1.45
6		3.01340	3.01340	0.0000	1.45
		Wac	Wac	Wac	± %
7		50.13	49.95	-0.1800	0.7
8	* AC WATTAGE	100.10	100.34	0.2400	0.7
9	230V / 5Aac	200.14	200.30	0.1600	0.7
10	@ 50 Hz/UPF	300.52	300.90	0.3800	0.7
11		499.64	500.20	0.5600	0.7
		Vac	Vac	Vac	± %
12		0.00	0.00	0.0000	0.1
13	AC VOLTAGE	50.00	50.00	0.0000	0.1
14	0 - 300 Vac	100.00	99.99	-0.0100	0.1
15		200.00	199.99	-0.0100	0.1
16		300.00	300.01	0.0100	0.1

AUTHORIZED SIGNATORY : S.N.Jadhav/ S.D.Sandbhor/ P.K.Dash
DESIGNATION : Manager / A M / SR.Exe.
CALIBRATED BY : Lab Engineer : P.K.DASH
(ULR NO. : CC249519000019546P)

TP LUMINAIRE

TPLL-NMC-SC/08-035 **Date: 19/12/2019**

To,
Executive Engineer,
Nasik Municipal Corporation.
Nasik

Kind Attn: Sh. Devendra Vanmali (E.E. - Electrical)

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system. **Regarding Completion of Survey in Nasik City.**

Reference-

1. Email submission of survey reports.

Dear Sir,

With reference to the subject mentioned above, we hereby submit the final Summary of the Division wise switching panels found in survey. The details of switching panel wise summary is attached as annexure-A for your reference and tabulated as below.

Sr. No.	Division	No. of Panels	No. of Poles	Light Fittings Nos.
1	Nashik West	117	6599	7456
2	Nashik East	150	8720	9791
3	Nashik Road	276	11962	13952
4	New Nashik- CIDCO	304	16050	18167
5	Panchvati	359	19825	20451
6	Satpur	209	11158	12382
Total		**1415**	**74314**	**82199**

All the panels as shown by NMC field team have been covered under the survey and we have already shared the same with division team and the final survey summary is as above. Also, we request if any additional poles are erected by NMC, it shall be informed to us for further survey and installation thereon.

For TP Luminaries Pvt. Ltd

Authorized Signatory

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

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Nashik West Survey Summary Sheet

SR NO.	DIV	LOCATION	No. of Poles	Total Fixtures
1	NASHIK WEST	Mahatma Nagar B Road Oppoiste	46	49
2	NASHIK WEST	COLLAGE ROAD CYCLE CIRCLE	62	64
3	NASHIK WEST	JEHAN CIRCLE TO ABB CIRCLE	93	145
4	NASHIK WEST	Balasaheb Thakare Smarak	52	69
5	NASHIK WEST	MANGALWADI RATHI AAMRAI RD	31	59
6	NASHIK WEST	Kalika Nagar Mumbai Naka	127	127
7	NASHIK WEST	JOGING TRACK GOLF CLUB BACK SIDE CBS	85	111
8	NASHIK WEST	DAMODAR CHOWK,KALYANI GARDEN,CANADA CORNER	113	140
9	NASHIK WEST	GAIKWAD NAGAR - MUMBAI NAKA	39	40
10	NASHIK WEST	GANESH COLONY / MUMBAI NAKA	76	76
11	NASHIK WEST	GANESH COLONY MUMBAI NAKA FRONT OF OXYGEN PLAZA	60	80
12	NASHIK WEST	GOLF CLUB GROUND (CBS)	39	45
13	NASHIK WEST	MALHAR KHAN ASHOK STAMBH	43	49
14	NASHIK WEST	TIDKE COLONY S.T.FRANCIS SCHOOL ST. ROAD	69	88
15	NASHIK WEST	PANCHAVATI PANCHASHIL NAGAR NEAR GARDEN	50	52
16	NASHIK WEST	SHARANPUR ROAD NEAR LINA PINCHA HOSPITAL	47	47
17	NASHIK WEST	VISE CHOWK,THAKKAR RD	108	132
18	NASHIK WEST	GAJANAN COLONY,KALIKA NAGAR,AABAJI NAGAR	180	180
19	NASHIK WEST	PANCHASHIL NAGAR MHASOBA WADI NEAR GARDEN	36	38
20	NASHIK WEST	TILAK WADI BACK SIDE RAJIV GANDHI BHAWAN	96	108
21	NASHIK WEST	POLICE HEAD QUARTERS / SARAKAR WADA	71	77
22	NASHIK WEST	PETHE VIDYALAY RK.	54	54
23	NASHIK WEST	TRIWANDE LANE BEHIND SAKSHI GANPATI MANDIR	46	46
24	NASHIK WEST	NEW TIDKE COLONY/ TIDKE ROAD	54	60
25	NASHIK WEST	DENA VIJAY COLONY FRONT OF CITY CENTRE MALL	52	52
26	NASHIK WEST	NEHRU GARDAN/SUNNY GIFT HOUSE/SHALIMAR	56	56
27	NASHIK WEST	SHANTI NIKETAN SOC. , CHAITANYA NAGAR , SAI NAGAR ,SHIVAI NAGAR	108	109
28	NASHIK WEST	CHAVAN COLONY	87	99
29	NASHIK WEST	SUNDHAR NARAYAN MANDIR	46	57
30	NASHIK WEST	KASTURBHA NAGAR	50	57
31	NASHIK WEST	URDU SCHOOL SARDA CIRCLE	42	53
32	NASHIK WEST	MANGAL WADI /SWAMI VIVEKANAND MARG SHREE SHREEMANT VARAD VINAYAK MANDIR	72	72
33	NASHIK WEST	MADINA CHOWK MUMBAI NAKA	36	36
34	NASHIK WEST	FRONT OF KITKAT WINE SHOP	52	76
35	NASHIK WEST	RED CROSS SIGNAL M.G.ROAD	58	58
36	NASHIK WEST	SHREE TIRUMALA PARAS	72	72
37	NASHIK WEST	AJMERI CHOWK / NAIKWADI / DUDH BAJAR	144	144
38	NASHIK WEST	SILVER TOWER SHALIMAR	54	61
39	NASHIK WEST	SAMBHAJI CHOWK CCM	23	24
40	NASHIK WEST	MUMBAI NAKA TO MANAS HOSPITAL	85	85
41	NASHIK WEST	SARASVATI LANE	62	79
42	NASHIK WEST	GURUDWARA ROAD SHINGADA TALAV	60	62
43	NASHIK WEST	KHADKALI SHALIMAR AREA	40	40
44	NASHIK WEST	SAMBHAJI CHOWK	36	38
45	NASHIK WEST	POLICE HEADQUARTER /SARKAR WADA/GANGAPUR ROAD	36	36
46	NASHIK WEST	GAIKWAD NAGAR MUMBAI NAKA	39	40
47	NASHIK WEST	GANGAPUR ROAD AAKASHWANI TOWER	31	31
48	NASHIK WEST	SARASWATI LANE MAIN ROAD	35	35
49	NASHIK WEST	NW/FRONT OF OXYGEN PLAZA/GANESH COLONY ROAD /BOMBAY NAKA	60	80
50	NASHIK WEST	CBS COURT	18	34
51	NASHIK WEST	THAKRE ROAD HAWA PURA SHALIMAR	21	21
52	NASHIK WEST	DON BOSCO SCHOOL	62	69
53	NASHIK WEST	BACK SIDE KATHIYAWAD/UNTHAWADI ROAD	21	27
54	NASHIK WEST	MAIN ROAD	18	21
55	NASHIK WEST	SHIVO TOWER AARTI DISTRUBUTER	24	24
56	NASHIK WEST	ASHOK STAMB TO RAVIVAR KARANJA	144	147
57	NASHIK WEST	CHITRANGAN SOCIETY , BAKSHI NAGAR	72	72
58	NASHIK WEST	FRONT OF NEW MARATHA HIGH SCHOOL	110	150
59	NASHIK WEST	HOLARAM COLONY	104	104
60	NASHIK WEST	RACHANA VIDHYALAY HOLARAM COLONY	174	187
61	NASHIK WEST	HDFC BANK TO CANADA CORNER SIGNAL	48	81
62	NASHIK WEST	ASHOK STAMBH TO MG ROAD STREET ROAD	15	22

63	NASHIK WEST	CBS TO DESHDHUT CIRCLE STREET ROAD	17	34
64	NASHIK WEST	CCM TO ABB CIRCLE	20	26
65	NASHIK WEST	SHIVAJI MAHARAJ UDYAN SHALIMAR	17	26
66	NASHIK WEST	SWAMI VIVEKANAND MARG	11	11
67	NASHIK WEST	SAHAJEEVAN COLONY	29	38
68	NASHIK WEST	NASHIK WEST/ PANDIT COLONY	164	190
69	NASHIK WEST	NASHIK WEST/ TIDKEY COLONY	155	192
70	NASHIK WEST	NW/CANDA CORNER TO VISE MALA	31	42
71	NASHIK WEST	ANANDVAN COLONY BOY'S TOWN SCHOOL	47	63
72	NASHIK WEST	NW/DADA SAHEB VADGARE ROAD /COLLEGE ROAD	49	62
73	NASHIK WEST	NW/CANDA CORNER TO RAJIV GANDHI BHAVAN	41	47
74	NASHIK WEST	SIX SIGMA TO BHOSALA CENTERLINE/MAHATMA NAGAR	47	75
75	NASHIK WEST	NW/P & T COLONY	57	61
76	NASHIK WEST	NW/ NEAR RYK COLLEGE/COLLEGE ROAD	46	70
77	NASHIK WEST	NW/P & T COLONY / WATER TANK ROAD	39	45
78	NASHIK WEST	NW/VIJUS DABELI/ COLLEGE ROAD	77	89
79	NASHIK WEST	SHIVSMURTI YASH GARDEN	47	47
80	NASHIK WEST	NW/ HANS BUNGLOW CHOPRA LAWNS	22	22
81	NASHIK WEST	NW/VISE MALA/CANADA CORNER	32	38
82	NASHIK WEST	NW/SUBHSHA CHANDRA BOSE CHOWK/SANDIP HOTEL TO CHANDAK CIRCLE	95	95
83	NASHIK WEST	NW/PRASAD MANGAL KARYALAY G.P.O. ROAD	13	13
84	NASHIK WEST	NW/CITY CENTER BACK SIDE HILL TOP	54	54
85	NASHIK WEST	NW/TRAFFIC SIGNAL /MAHATMA NAGAR	13	26
86	NASHIK WEST	NW/B-ROAD MAHATMA NAGAR GROUND	47	50
87	NASHIK WEST	KETAN SOCITY M.D.CAFE	54	54
88	NASHIK WEST	VASANT MARKET	45	59
89	NASHIK WEST	YASHAWANT COLONY COLLAGE ROAD	22	22
90	NASHIK WEST	PATIL PRESTIGE 6B.NO.4 APARTMENT	28	29
91	NASHIK WEST	NEAR ARIHANT NNURSING HOMENIRANT	59	62
92	NASHIK WEST	MAHATMA NAGAR GROUND BACK SIDE JODHRAJ MAHAL	85	85
93	NASHIK WEST	LAVKUSH APARTMENT	36	36
94	NASHIK WEST	BOYS TOWN ROAD POINT	72	87
95	NASHIK WEST	PRASAD MANGAL KARAYALAY	24	24
96	NASHIK WEST	K.B.H SCHOOL	48	48
97	NASHIK WEST	DADAJI KONDEV NAGAR	54	54
98	NASHIK WEST	PARIJAT NAGAR SIDE OF HONDA SHOWROOM	72	79
99	NASHIK WEST	GITANJALI SOCITY GANGAPUR ROAD	44	44
100	NASHIK WEST	NW/MANIK NAGAR/GANGAPUR RAOD	67	72
101	NASHIK WEST	ARCHIT NAGAR/ NEAR NIRMALA CONVENT	63	64
102	NASHIK WEST	NW/CYCLE CIRCLE /KRUSHI NAGAR/JOGGING TRACK	30	33
103	NASHIK WEST	NW/VIKAS COLONY	36	36
104	NASHIK WEST	NW/MAMA MUNGI CHOWK	16	32
105	NASHIK WEST	ABB CIRCLE TO SIXSIGMA CENTERLINE	22	44
106	NASHIK WEST	NEAR AAKASHWANI TOWER VITTHAL MANDIR	35	49
107	NASHIK WEST	NW/PIMPAL CHOWK BHADRAKALI	28	28
108	NASHIK WEST	GADGE MAHARAJ BRIDGE	24	24
109	NASHIK WEST	NW/BALAJI KOT/NEAR GADGE MAHARAJ PULL	26	26
110	NASHIK WEST	NW/TIVHANDA	126	126
111	NASHIK WEST	NW/SHIRISHKUMAR CHOWK/PATIL GALI	6	6
112	NASHIK WEST	BHADRAKALI TAXI STAND	2	2
113	NASHIK WEST	ABDUL HAMIT CHOWK	33	33
114	NASHIK WEST	BADI DARGA	15	19
115	NASHIK WEST	TRAMBAK DARWAJA	90	90
116	NASHIK WEST	DINGRALI	115	118
117	NASHIK WEST	DEVI MANDIR CHAVATA OLD NASHIK	108	108
Total			**6599**	**7456**

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Nashik East Survey Summary Sheet					
Sr. No.	Division	Location	Meter No.	No. of Poles	Total Fitings
1	Nashik East	Ganesh Nagar	347082	51	53
2	Nashik East	Vinay Nagar Garib Nawab Super Market	14822259	20	28
3	Nashik East	Jaimalhar colony wadala gaon	14822058	123	124
4	Nashik East	Khande Wal Nagar	2079358	96	96
5	Nashik East	Wadala Ganesh Nagar Ravishankar Marg (Maya Nagar)	18175789	20	34
6	Nashik East	Ajiknkya Nagar- Bank of India Colony	14823926	40	64
7	Nashik East	(Akshardham Ganpati Mandir)Anum Colony	20995889	55	57
8	Nashik East	Bhau Saheb Hire nagar	3102671	31	34
9	Nashik East	Kalpataru Nagar- Ashoka Mithai	NOT FOUND	144	155
10	Nashik East	Kalpataru Nagar	5432521	48	50
11	Nashik East	Khole Mal Maruti Mandir	1422082	54	55
12	Nashik East	Rajsharthi Bus Stop Indiranagar	3167210	13	23
13	Nashik East	Aditya nagar Chowk	14823715	33	66
14	Nashik East	Chintamani Colony Indira Nagar	1732222	37	37
15	Nashik East	Dipali nagar Opptosite Ganpati Mandir	1925625	129	129
16	Nashik East	Suchita Nagar	14822079	74	75
17	Nashik East	Dream City Krushna Nagar	3257918	17	18
18	Nashik East	Gharkul Peti Ravishankar marg	NOT FOUND	20	39
19	Nashik East	Indiranagar Satyam Society	14822180	100	100
20	Nashik East	Kurudenagar Ravishankar marg	5008933	67	74
21	Nashik East	Sainath nagar	40013364	95	112
22	Nashik East	Tagore Road Narhar nagar	NOT FOUND	32	32
23	Nashik East	Tirumala Khode Nagar	14823856	73	73
24	Nashik East	Vaibhav Colony	20997442	54	58
25	Nashik East	Ambedkar Nagar kaman	9013140	41	47
26	Nashik East	BajrangWadi	14821878	96	96
27	Nashik East	Bhadrakali Police Station	95869608	46	65
28	Nashik East	DGP nagar Devi Mandir	895748	49	58
29	Nashik East	EVA LAXURY TAKLI ROAD(PANCHKRUPAN)	32579191	46	48
30	Nashik East	NEW PRAKASH BEKARI	14823716	51	55
31	Nashik East	SADAFULE BABA TAKLI ROAD(MAHATMA FULE STATUE)	14823223	24	35
32	Nashik East	TAKLI ROAD JAIL MARG	14823339	59	59
33	Nashik East	TAKLI GAON (BOUDH WADI)	8291378	72	73
34	Nashik East	PODAR SCHOOL	5010724	87	99
35	Nashik East	UTTARA NAGAR LANE NO.2 (TAPOVAN ROAD PRAGATI PARK)	3095349	23	24
36	Nashik East	UTTARA NAGAR LANE NO.1 (TAPOVAN ROAD PRAGATI PARK)	3257917	35	35
37	Nashik East	AMBEDKAR WADI (BODHALE NAGAR)	2209936	37	40
38	Nashik East	PUNE HIGHWAY BOX (AMBEDKAR ROAD)	2K40808952	9	19
39	Nashik East	DATT MANDIR SHIVAJI NAGAR	5095691	88	94
40	Nashik East	PANCHSHIL NAGAR (SHIVAJI NAGAR DUTT MANDIR)	3381449	100	101
41	Nashik East	SAMTA NAGAR VYAYAM SHALA	B30123	44	57
42	Nashik East	SAMTA NAGAR SONAWNE BABA CHOUK	B30798	140	140
43	Nashik East	N K NAGAR (NEAR JANATA VIDYALAYA SAHKAR NAGAR)	3381910	63	67
44	Nashik East	SALVE MALA (SAHYOG COLONY)	86000114	44	45
45	Nashik East	RAMDAS SWAMI NAGAR LANE 2	104355	39	41
46	Nashik East	RAMDAS SWAMI NAGAR LANE 1	76185650	59	61
47	Nashik East	DATT MANDIR FULE ESTATE	14824000	56	57

48	Nashik East	SHRAM NAGAR BHAJI MANDAI(BHIM CHOUK UPNAGAR)	5265934	96	109
49	Nashik East	SHRAM NAGAR LANE 2	14823060	105	114
50	Nashik East	MA NA PA DAWAKHANA(UPNAGAR)	14823123	28	31
51	Nashik East	SHANTI PARK UPNAGAR	19178587	97	101
52	Nashik East	GANDHI NAGAR WATER TANK	14823348	25	44
53	Nashik East	GANDHI NAGAR GANPATI MANDIR	3351618	8	12
54	Nashik East	RTO COLONY BODHALE NAGAR PUNA ROAD	3292932	97	98
55	Nashik East	SHANTI PARK AYODHYA NAGAR	30121	90	104
56	Nashik East	RAMDAS SWAMI NAGAR UPNAGAR	40828468	18	23
57	Nashik East	ASHOKA AUTO TO PUNA ROAD TAKLI ROAD	14823125	56	68
58	Nashik East	MANJI BHAI TIMBER	159899	16	32
59	Nashik East	BUDHA VIHAR TAKLI GAON	3498902	12	12
60	Nashik East	SAMTA NAGAR TAKLI ROAD PRERNA SOCIETY	5320297	59	76
61	Nashik East	milat nagar jaydeep nagar	5268852	66	95
62	Nashik East	Kanipnath nagar (priti criyeshn)	3348399	61	78
63	Nashik East	Mehbub Nagar	5267884	104	105
64	Nashik East	Nisarg colony	5268853	98	101
65	Nashik East	Rehunuma Nagar	51875	81	82
66	Nashik East	Wadala chophnil maruti mandir	14823849	42	61
67	Nashik East	Vidhate nagar	5267850	64	64
68	Nashik East	wadala naka bus stop	NOT FOUND	21	45
69	Nashik East	Sambak police station	47570	9	14
70	Nashik East	sant kabir nagar	3381196	73	73
71	Nashik East	Ganesh nagar o.p kismat deshi daru	1930406	34	52
72	Nashik East	kala nagar ravishankar marg	526726	111	120
73	Nashik East	Bagwan pura	76191285	2	7
74	Nashik East	SBI COLONY	14823848	77	86
75	Nashik East	Manur road famous bakry	16029769	55	61
76	Nashik East	Indira nagar udyan colony	20921537	21	21
77	Nashik East	Day care school rajiv nagar	5062	33	33
78	Nashik East	doodh Bagar Peti	76190733	51	63
79	Nashik East	Rajwada	NOT FOUND	5	9
80	Nashik East	Dingradi phase 1	16005487	49	51
81	Nashik East	Shrijay nagar	14822253	121	140
82	Nashik East	Bharat Nagar Madarsa	18122804	90	93
83	Nashik East	Bharat Nagar gharkul	3039418	30	30
84	Nashik East	Trikoni garden Kathe galli	17613	1	6
85	Nashik East	madina chowk hanuman nagar	84901600	66	77
86	Nashik East	Amar dhan gate	16007439	36	42
87	Nashik East	Azad nagar vajan kata	16004821	32	32
88	Nashik East	Multanpura	10030221	110	121
89	Nashik East	Ashoka marg new feeder -2	NOT FOUND	33	66
90	Nashik East	Ashoka marg new feeder -1	NOT FOUND	14	28
91	Nashik East	Doodh Bagar MSEB	6267601	86	86
92	Nashik East	Tikapuri phase 1	NOT FOUND	38	42
93	Nashik East	Kathada Vadachi Peti	5093259	47	57
94	Nashik East	Mandai Chowk	3675181	134	174
95	Nashik East	Kokani pura	10030222	73	89
96	Nashik East	Dwarka kathade hospital	338119408	67	67
97	Nashik East	Kamod nagar (sidhhi prid)	16007153	29	32
98	Nashik East	Kathe Nagar	13187752	15	18
99	Nashik East	Ganesh Nagar SBI	3293284	35	39
100	Nashik East	Hari anand Society	14822259	28	35
101	Nashik East	Wadala naka naksen nagar	10030220	78	83
102	Nashik East	Mamta nagar	3480282	42	46

103	Nashik East	National Urdu School	10089335	120	129
104	Nashik East	Dwarka nagri wadala road	13186438	43	63
105	Nashik East	kathi galli bankar chowk	13157836	83	91
106	Nashik East	virdhavan colony	3476589	34	34
107	Nashik East	APRPANA SOCIT.	5266129	114	115
108	Nashik East	GAYAKWAD SABHAGRUH BHABHA NAGAR	14822632	51	60
109	Nashik East	Gode Baba Near Pani Tanki	3292287	40	45
110	Nashik East	Lucky Society	B-16939	35	41
111	Nashik East	Nasardi city care hospital	15380291	46	53
112	Nashik East	NASARDI BRIGE PUNE RODE	8290580	15	21
113	Nashik East	SHANKAR NAGAR NEAR HIGHMAST	14822995	68	73
114	Nashik East	Trikoni garden	5010178	60	62
115	Nashik East	Vakrtund Kathe kalli	3293281	38	38
116	Nashik East	MANEKSHA NAGAR SHIVASHENA OFFICE	B168839	100	105
117	Nashik East	TAKALI PHATA	5383203	31	40
118	Nashik East	NAV SHAKTI FADAKE ROAD	3476589	108	113
119	Nashik East	Bhangar bazar	NOT FOUND	14	15
120	Nashik East	Gurudwara Road	3516004	75	75
121	Nashik East	kamod nagar 2	NOT FOUND	55	59
122	Nashik East	kala nagar garden	5128784	94	97
123	Nashik East	kanade garden	15380207	60	75
124	Nashik East	Sagar samrtat chowk	5010180	92	108
125	Nashik East	Maruti wefars	3498901	72	72
126	Nashik East	Godavari midc bhangar bazar	3498901	19	19
127	Nashik East	Bhabhanagar purandar hospital	1135107	33	34
128	Nashik East	khathe gali signal	3498903	6	16
129	Nashik East	NAVINYA SANGRAH SOCIETY	13187744	52	52
130	Nashik East	shree ram punj society	D68-2K40807255	47	47
131	Nashik East	Gita vachanalay	DGB-2K40829440	96	99
132	Nashik East	Samata nagar	3480685	30	30
133	Nashik East	SAKSHI HEIGHTS ANUSAYA NAGAR	5318653	60	62
134	Nashik East	Tagor nagar near anamika apartment	86000033	94	106
135	Nashik East	BANKAR CHOWK HIGHMAST PETI	13157836	6	16
136	Nashik East	SARALA CRICLE	1489361	1	6
137	Nashik East	RAJIV NAGAR	14821989	141	159
138	Nashik East	PANCH KRUSHN BANGLO	3257919	72	72
139	Nashik East	FADKE ROAD	60054911	192	224
140	Nashik East	CHAVHATA PETHI	NOT FOUND	79	81
141	Nashik East	Khadkadi peti	1901248	55	65
142	Nashik East	DGP Nagar Jogging Track	3043640	31	31
143	Nashik East	DGP Nagar Ganpati Mandir	5093117	136	163
144	Nashik East	Maula Baba talim peti	76190822	36	58
145	Nashik East	Nanwali chowk	94901600	121	130
146	Nashik East	Jain Stanak Tapwan Road	5170823	81	87
147	Nashik East	Church	14822876	14	21
148	Nashik East	Sriram Nagar	NOT FOUND	44	45
149	Nashik East	Indira Nagar Jogging Track	NOT FOUND	60	63
150	Nashik East	Singapur Baglow	13157836	63	71
Total				**8720**	**9791**

Nashik Road Survey Summary Sheet

Sr. No.	Division	Switching Point/ Area	No. of Poles	No of Fittings
1	Nashik Road	BHIM NAGAR JAIL ROAD	81	91
2	Nashik Road	NALANDA SOCIETY	62	69
3	Nashik Road	KAILAS SOCIETY	47	62
4	Nashik Road	OVERHEAD WARET TANK SIGNAL	48	75
5	Nashik Road	OVERHEAD WARET TANK INTER CONNECTED WITH SP NO 4	0	0
6	Nashik Road	HARIVIHAR , GODAVARI NO-2	47	47
7	Nashik Road	GODAVARI NO-1	73	74
8	Nashik Road	NARAYAN BAPU NAGAR BEHIND SP NO-7 AND INTERCONNECTAD SP NO- 7	0	0
9	Nashik Road	NARAYAN BAPU CHOWK HIGHMAST	1	7
10	Nashik Road	KOYANA SOCIETY	12	16
11	Nashik Road	MSEB COLONY	83	92
12	Nashik Road	SAVARKAR NAGAR	45	59
13	Nashik Road	DURGAMATA MANDIR	31	54
14	Nashik Road	HANUMAN NAGAR NEAR DATTA MANDIR	91	94
15	Nashik Road	RUKMINI NAGAR TAKALI ROAD	77	80
16	Nashik Road	SHIVRAM NAGAR INFRONT OF SHIVRAM SOCIETY GATE	78	82
17	Nashik Road	SHRIRAM NAGAR, NEAR HOLI FLOWER SCHOOL	32	41
18	Nashik Road	SAPTSHRUNGI NAGAR	48	48
19	Nashik Road	PARIJAT NAGAR	48	48
20	Nashik Road	CHAMPA NAGARI NEAR HOLARAM SHOP	52	56
21	Nashik Road	MANGAL MURTI NAGAR	71	85
22	Nashik Road	GOSAVI NAGAR PETI NO-1	55	69
23	Nashik Road	GOSAVI NAGAR PETI NO-2	51	60
24	Nashik Road	AAMRAPALI ZOPADPATTI	50	52
25	Nashik Road	ECCHAMANI MANDIR, NEAR ECCHAMANI DIVYA APARTMENT	47	53
26	Nashik Road	JOGING TRACK NEHIND DEVI MANDIR	42	55
27	Nashik Road	INDRAPRASTH SOCIETY NEAR BOBMAY HOUSE	70	71
28	Nashik Road	ECCHAMANI OVERHEAD WATER TANK, INFRONT OF DATTA MANDIR	75	87
29	Nashik Road	VITTHAL MANGAK KARYALAY	16	32
30	Nashik Road	SHIVRAM NAGAR/APROVE COLONY	44	44
31	Nashik Road	PINTO HOUSE MADHUBAN ROW HOUSE	56	58
32	Nashik Road	SIDDHESWAR NAGAR	83	86
33	Nashik Road	VAISHALI NAGAR D P ROAD	120	121
34	Nashik Road	SATBHAI NAGAR NEAR AADHAV CHAL	89	95
35	Nashik Road	DASAK GAON SIDDHARTH SAMARAT MITRA MANDAL CHOWK	58	115
36	Nashik Road	DASAK 40 KHOLYA	63	86
37	Nashik Road	MAHALAXMI NAGAR, HARI OM SOCIETY	55	64
38	Nashik Road	TAKALI ROAD INFRONT OF ANURADHA DHARMADHIKARI RHUDHASHRAM	32	32
39	Nashik Road	INDIRA GANDHI CHOUK	34	48
40	Nashik Road	TRIVENI PARK, SHIVAJI NAGAR	64	73
41	Nashik Road	SHIVAJI NAGAR , NEAR MHASOBA MANDIR	54	62
42	Nashik Road	OVERHEAD WATER TANK TO SAILANI BABA CENTRAL LINE (MSEB COLONY)	26	104
43	Nashik Road	MODEL COLONY BEHIND GANAPATI MANDIR	64	71
44	Nashik Road	SHIVSHAKTI NAGAR, NEAR GARDEN	31	36
45	Nashik Road	GOKUL NAGAR, BILAVAJA SOCIETY	65	65
46	Nashik Road	ECCHAMANI NAGAR, CANOL ROAD	26	30
47	Nashik Road	KERU PATIL NAGAR INFRONT OF MSEB SUB-STATION	59	62
48	Nashik Road	JAIHIND NAGAR, NEAR MSEB GODOWN ,BEHIND RAM MANDIR	74	85
49	Nashik Road	DWARKA NAGAR, SUB-STATION ROAD	21	21
50	Nashik Road	MARATHA NAGAR, BEHIND RAJRAJESWARI MANGAL KARYALAY	47	47
51	Nashik Road	SAILANI BABA TO RAJRAJESWARI HIGHMAST CENTRAL LINE (HANUMAN NAGAR)	66	83
52	Nashik Road	TRIMURTI NAGAR OLD SAYKHEDA ROAD	25	27
53	Nashik Road	TAPI NAGAR, GANESH NAGAR OLD SAYKHEDA ROAD	48	53
54	Nashik Road	TRIMURTI NAGAR, HARI KUNJ NAGAR, OLD SHIV ROAD	50	53
55	Nashik Road	SAMBHAJI NAGAR OLD SHIV ROAD	31	32
56	Nashik Road	NARHARI NAGAR	77	80


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Nashik Road Survey Summary Sheet

57	Nashik Road	CHARANDAS MARKET, SAILANI BABA TODASAK STOP CENTRAL LINE	22	57
58	Nashik Road	SHRIKRUSHN NAGAR, DASAK HIGHMAST	13	18
59	Nashik Road	SAMRAT ASHOK NAGAR SAYTRIK ROAD	106	108
60	Nashik Road	PANCHAK GAON, PANCHAK	48	51
61	Nashik Road	PIMPAL PATTI ROAD, SARASWATI NAGAR	50	69
62	Nashik Road	AYADHYA GAGAR NEAR GARDEN	64	70
63	Nashik Road	PIMPAL PATTI MALA, PIMPAL PATTI ROAD	74	78
64	Nashik Road	LINKED WITH S P NO 41	42	63
65	Nashik Road	BALAJI NAGAR MORE MALA	83	84
66	Nashik Road	BHAGAVATI LONCE TO PRAGATI NAGAR CENTRAL LINE	38	60
67	Nashik Road	PRAGATI NAGAR TO BHAIRAVNATH NAGAR, OLD SAYKHEDA ROAD	73	74
68	Nashik Road	BHAIRAVNATH NAGAR, OLD SAYKHEDA ROAD	56	57
69	Nashik Road	BHARAT BHUSHAN SOCIETY, OLD SAYKHEDA ROAD	24	27
70	Nashik Road	PAWAR WADI, OLD SAYKHEDA ROAD	26	26
71	Nashik Road	PAWAR WADI NEAR VITTAL MANDIR OLD SAYKHEDA ROAD	69	74
72	Nashik Road	BRIJ NAGAR OLD SAYKHEDA ROAD NEAR OVERHEAR WATER TANK	62	62
73	Nashik Road	SHRIRAM NAGAR NEAR HANUMAN MANDIR	18	18
74	Nashik Road	CHANDRALAXMI SOCIETY GAJANAN NAGAR	83	91
75	Nashik Road	RAJRAJESWARI TO BHAGAVATI LONCE CENTRAL LINE	57	90
76	Nashik Road	SAINATG NAGAR 1, 2 DANDE HOUSE	71	89
77	Nashik Road	SHRAMIK NAGAR, BHAGWA CHOWK	44	44
78	Nashik Road	BHI NAGAR TO OVERHEAD WATER TANK CENTRAL LINE	26	81
79	Nashik Road	GORE WADI, KNK SCHOOL TO RAILWAY GATE	27	27
80	Nashik Road	SHRADHA PARK CANOL ROAD NEAR MARUTI MANDIR DUMMY	0	0
81	Nashik Road	PANCHAK GAON FILTER PLANT	30	30
82	Nashik Road	DASAK SMASHAN BHUMI ANARDHAN NEAR NANDUR BRIDGE	43	44
83	Nashik Road	AAVARE WASTI SAMAN GAO ROAD	63	65
84	Nashik Road	AMAR HOUSEING SOSAITI GOREWADI NRD	30	31
85	Nashik Road	ASVIN COLONY SAMAN GONE RODE NASHIK RODE	96	103
86	Nashik Road	BALVANT TAJANPURE MALA SAHJIVAN COLLONY	28	28
87	Nashik Road	BHAGAVA HOUK CHEHADI PUMPIG ROAD	90	95
88	Nashik Road	BHAGWAT MALA SAMAN GONE RODE NRD	37	42
89	Nashik Road	BHIMSTHAMB BODHVI NAGR GHORVADI RODE	78	84
90	Nashik Road	CHEDE MALA EKLEHARA RODE NASHIK ROAD OPP GANESH VALLEY	47	48
91	Nashik Road	CHEDI INDUMATI SCHOOL JUNA PUMPING ROAD. NASHIK ROAD	42	43
92	Nashik Road	CHEDI PUMPING RODE MARUTI MANDIR. NASHIK ROAD	16	16
93	Nashik Road	CHEDI SHIV ARINGLE MALA	52	52
94	Nashik Road	DEVI MANDR ASVALE MALA EKLEHARA ROAD	17	17
95	Nashik Road	GAYATRI NAGAR PUNE ROAD.. NASHIK ROAD	13	13
96	Nashik Road	GOREVADI NEAR TRANCE FARM	47	53
97	Nashik Road	GYAKWAD MALA GOREWADI	49	51
98	Nashik Road	JAI MALHAR LAWN SAMAN GAON RODE NRD	42	42
99	Nashik Road	JAKAT NAKA EKLEHARA RODE PRBHAG.19.NASHIK RODE	85	87
100	Nashik Road	KALIKA MANDIR KOKDE MALA CHEDI NAKA. NASHIK ROAD	20	20
101	Nashik Road	KHARJUL MALA VRUNDAVAN COMPLESE	48	48
102	Nashik Road	KOKDE MALA	13	13
103	Nashik Road	MANGAL MURTI NAGAR BANKAR MALA. NASHIK ROAD	48	50
104	Nashik Road	MATOSHRI NAGAR GHODE WADI CHEDI PUMPING RODE NASHIK RODE	27	28
105	Nashik Road	NASHIK KAR MALA NASHIK ROAD	31	31
106	Nashik Road	NEHMALA JUNAA AODA RODE OPP.RLY TREK NASHIK ROAD	10	10
107	Nashik Road	PALDSHKAR CHAAL CHEDI NAKA PUNA ROAD.NASHIK ROAD	18	18
108	Nashik Road	SAMRAT NAGAR GOREVADI	51	51
109	Nashik Road	SHASTRINAGAR GOREVADI	50	59
110	Nashik Road	SHIVAJI MASKE MALA MAAL SAAGI RODE. NASHIK ROAD	12	12
111	Nashik Road	SONAWANE MALA SAMAN GAON ROAD NASHIK ROAD	22	22
112	Nashik Road	TAJAMPURE MALA CHEDI PUMPING ROAD NRD	29	30
113	Nashik Road	TAJAMPURE MALA SINNAR PHATA NASHIK ROAD. AJMERI SCREEP CENTRE	7	8
114	Nashik Road	TAKIYA RODE MAL NISARAN KENDR CHEDI..	40	41
115	Nashik Road	TAKIYA ROAD TAJAMPURE MALA CHEDI.MAHSOBHA MANDIR JUNA MALSANGI ROAD NASHIK ROAD	13	13

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Nashik Road Survey Summary Sheet

116	Nashik Road	VITBHATI SATPUTE MALA NASHIK ROAD	52	52
117	Nashik Road	YASVANT NAGAR.VITHAL MANDIR	64	64
118	Nashik Road	chedi gaon hanuman Mandir	50	55
119	Nashik Road	CHEDI GAON MARUTI MANDIR	51	51
120	Nashik Road	CHEDI GAON UNMAT ROAD	14	14
121	Nashik Road	CHID SHIV JAKAT NAKA	30	30
122	Nashik Road	GANESH CHAD GAON	45	46
123	Nashik Road	PRASAD GHUNE ROAD	69	71
124	Nashik Road	MAGAR MALA	29	29
125	Nashik Road	maratha colony	50	51
126	Nashik Road	MATOSHRI NAGAR	77	89
127	Nashik Road	RAJWADA	44	44
128	Nashik Road	SAMANGAON ROAD GADEKAR MALA	74	74
129	Nashik Road	TULAJA TOWN SAMAN GAON ROAD	67	68
130	Nashik Road	SATPUTE MALA	78	78
131	Nashik Road	SAVITRI BAI PHULE HOSPITAL	47	56
132	Nashik Road	SINHAR PHATA	64	84
133	Nashik Road	THELAR PETI	18	19
134	Nashik Road	TRYEBAK	42	42
135	Nashik Road	UMAN GAON KARAGRUH	25	25
136	Nashik Road	ASVALE DP	62	63
137	Nashik Road	BAJAJ SHOWROOM JAIL ROAD	35	95
138	Nashik Road	SENT ANNY CHURCH	16	61
139	Nashik Road	NEW KALA NAGAR	19	19
140	Nashik Road	OLD KALA NAGAR	32	34
141	Nashik Road	ARINGALE NAGAR SEVAK PETI VIDYA NAGAR	82	85
142	Nashik Road	UTSAV MANGAL KARYALAYA MAGE	33	39
143	Nashik Road	ASHA NAGAR BANK OF MAHARASHTRA	22	24
144	Nashik Road	MOTWANI FACTORY ROAD	53	56
145	Nashik Road	LOKMANYA NAGAR	64	64
146	Nashik Road	JIJAMATA NAGAR	27	28
147	Nashik Road	PENDHARKAR COLONY	50	50
148	Nashik Road	TARA RANI SABHGRUH	49	50
149	Nashik Road	GANDHRAV NAGARI SHIKREWADI	71	83
150	Nashik Road	WALKING TRACK BOX 1	40	60
151	Nashik Road	WALKING TRACK BOX 2	5	38
152	Nashik Road	WALKING TRACK BOX 3	15	30
153	Nashik Road	SWAMI SAMRTH MANDIR SHIKREWADI	44	50
154	Nashik Road	UPNAGAR BUS STOP	29	44
155	Nashik Road	NEHARU NAGAR BUS STOP OPP. UTSAV HOTEL	23	39
156	Nashik Road	PUNA ROAD AMBA SOCIETY	39	52
157	Nashik Road	KALANTRI DAL MILL GATE SAMOR	27	34
158	Nashik Road	MANSI HOTEL	24	88
159	Nashik Road	DATT MANDIR SIGNAL	1	6
160	Nashik Road	VIJAY NAGAR RAM NAGAR CO OP. SOCIETY	21	29
161	Nashik Road	VIDYUT BHAVAN	25	27
162	Nashik Road	UDDANPUL PETI	85	85
163	Nashik Road	NAWALE CHAL	23	28
164	Nashik Road	KALNTRI MANGAL KARYALAYA BACK SIDE	24	24
165	Nashik Road	PANJAB COLONY JALTARAN TALAV	40	60
166	Nashik Road	CHAVAN MALA K G K MEHTA ROAD	45	47
167	Nashik Road	SADGURU NAGAR	28	31
168	Nashik Road	BIG BAZAR BACK SIDE NEAR MHASOBA MANDIR	63	65
169	Nashik Road	K G MEHTA SCHOOL SAI BABA MANDIR	30	31
170	Nashik Road	JIVAN CHAYA	56	57
171	Nashik Road	LONKAR MALA 1	45	45
172	Nashik Road	LONKAR MALA 2	33	37
173	Nashik Road	SHAHANE MALA	41	43
174	Nashik Road	SUMAN HOSPITAL	79	98
175	Nashik Road	VAKRATUND MEDIKAL BSNL TOWER	19	20
176	Nashik Road	SHANKAR NAGAR KADAM DAIRY MAGE	43	45
177	Nashik Road	MANOHAR GARDEN	34	34

Nashik Road Survey Summary Sheet

178	Nashik Road	JAITVAN NAGAR SCHOOL 3 PHASE	61	65
179	Nashik Road	JAITWAN NAGAR 1 PHASE	31	46
180	Nashik Road	ANAND TRANSPORT SUBHAS ROAD	20	35
181	Nashik Road	CHORDIYA BHUVAN	37	49
182	Nashik Road	AMBEDKAR PUTLA RAILWAY STATION DUMMY	0	0
183	Nashik Road	AMBEDKAR CHOUK HIMAST BOX	11	46
184	Nashik Road	SHIVAJI MAHARAJ STATUE	4	14
185	Nashik Road	BITCO HOSPITAL	38	47
186	Nashik Road	GOSAVI WADI BHARTI COMPLEX	46	49
187	Nashik Road	DWARKA BHUVAN SAMRAT SWEETS	75	118
188	Nashik Road	REGIMENTAL PLAZA SAMOR	37	54
189	Nashik Road	GAYAKWAD MALA OM HOSPITAL BACK	51	64
190	Nashik Road	DATT MANDIR ROAD SCHOOL 125	47	55
191	Nashik Road	JANLAXMI BANK JOGGING TRACK	54	66
192	Nashik Road	JAIN BHAVA BOX	50	60
193	Nashik Road	MHASOBA MANDIR ARTLARY ROAD	48	48
194	Nashik Road	AUTE MALA	57	59
195	Nashik Road	ADKE NO 3 JAY BHAVANI ROAD	51	51
196	Nashik Road	LAVTE NAGAR 1	75	75
197	Nashik Road	VASTU PARK	61	68
198	Nashik Road	DACHAK NAGAR VIRAJ SWEETS BACK	55	59
199	Nashik Road	JIVAN VIHAR	67	68
200	Nashik Road	VITHHAL /KULKARNI MANGAL KARYALAYA	51	52
201	Nashik Road	AADKE NO. 2 GANPATI GARDEN JAWAL	21	23
202	Nashik Road	KHOLE MALA NEAR JAIN MANDIR	48	50
203	Nashik Road	ANAND NAGAR RIKSHA STAND	47	52
204	Nashik Road	JAGTAP MALA	58	65
205	Nashik Road	MANOHAR BANGLA	43	44
206	Nashik Road	JOGGING TRACK SCHOOL NO 125	45	51
207	Nashik Road	NAGARKAR GHARA MAGE GARDEN JAWAL	35	38
208	Nashik Road	SHARAD JAGTAP GHARA JAWAL	25	25
209	Nashik Road	PATIL GARAGE	60	81
210	Nashik Road	JIYAUDDIN DEPO	34	36
211	Nashik Road	AMBEDKAR SAMAJ MANDIR MALDHAKKA ROAD	32	33
212	Nashik Road	FULE NAGAR MALDHAKKA ROAD	41	50
213	Nashik Road	PANJAB CHAL MALDHAKKA ROAD	30	33
214	Nashik Road	RAJWADA PETI DEOLALI GAON	77	77
215	Nashik Road	ANNABHAU SATHE NAGAR DEOLALI GAON	58	68
216	Nashik Road	LINGAYAT COLONY	39	46
217	Nashik Road	HARI OM NAGAR	42	42
218	Nashik Road	RAJA COLONY	17	24
219	Nashik Road	AMAR DHAM SMASHANBHUMI DEOLALI GAON	25	30
220	Nashik Road	SHIAJI PUTLA SIDE INSHOP	23	31
221	Nashik Road	BITCO CHOUK HIMAST	1	9
222	Nashik Road	SUWARNA COLONY/ANAND RUSHIJI SCHOOL	84	106
223	Nashik Road	BUDHHA VIHAR VIHITGAON	26	31
224	Nashik Road	BAGUL NAGAR VIHIT GAON	26	27
225	Nashik Road	BAGUL NAGAR BOUDH NAGAR	56	57
226	Nashik Road	SHAUBHAGYANAGAR RATNA APARTMENT	25	42
227	Nashik Road	SAUBHAGYANAGAR NANA NANI PARK	34	43
228	Nashik Road	BANO MANJIL	41	44
229	Nashik Road	UTKARSH APARTMENT	55	58
230	Nashik Road	MODEL COLONY LAM ROAD	28	29
231	Nashik Road	MAHARAJ A BUS STOP	36	50
232	Nashik Road	BAGUL NAGAR VIHIT GAON	22	43
233	Nashik Road	NISHADH SOCIETY	58	64
234	Nashik Road	MATHURA CHOUK	6	8
235	Nashik Road	PANDURANG NAGR	62	62
236	Nashik Road	DADA DARBAR	55	56
237	Nashik Road	SULABH SHAUCHLAYA VIHITGAON	72	77
238	Nashik Road	MULLA WADA	39	43
239	Nashik Road	PATIL NARSARY	14	14

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Nashik Road Survey Summary Sheet

240	Nashik Road	GHANTA GADI STATION MALDHAKKA ROAD BOX 1	30	32
241	Nashik Road	GADEKAR TAI GHARAJAWAL	51	55
242	Nashik Road	JAYSHRI KARJUL OFFICE SAMOR	54	76
243	Nashik Road	GITE MALA	27	36
244	Nashik Road	SAHEBRAO KHARJUL MALA	22	24
245	Nashik Road	DR LAHOT PETI	40	56
246	Nashik Road	UTTAM HANDORE MALA	57	61
247	Nashik Road	VIHITGAON VADNER SHIV	31	32
248	Nashik Road	BHAIRAV NATH PETI VADNER ROAD	36	36
249	Nashik Road	MAROTI MANDIR WADNER GAON	37	55
250	Nashik Road	TALATHI KARYALA VADNER GAON	32	41
251	Nashik Road	SAI DATT SWEETS	1	6
252	Nashik Road	GADKAR PETI	28	30
253	Nashik Road	RANGEROAD BOX 1	69	77
254	Nashik Road	RANGE ROAD BOX 2	39	39
255	Nashik Road	RANGE ROAD BOX 3 JADHAV WADI	16	16
256	Nashik Road	PIMPALGAON JADHAVWADI	69	69
257	Nashik Road	PIMPAL GAON MAROTI MANDIR	65	77
258	Nashik Road	RADHAKRUSHNA HOTEL VADNER PATHARDI ROAD	39	63
259	Nashik Road	SATPTSHRUNGI FARM HOUSE	22	23
260	Nashik Road	L& t ROAD	35	35
261	Nashik Road	RAJPUT COLNY	59	88
262	Nashik Road	SHIVAJI MAHARAJ CHOUK	43	63
263	Nashik Road	GAYKAR MALA CORNER	52	76
264	Nashik Road	GAYKAR MALA SUNIL MALI BOX 2	27	28
265	Nashik Road	BUTTE WASTI	23	23
266	Nashik Road	AMTE MALA PUMPING ROAD	39	39
267	Nashik Road	WADNER ROAD PUMPING ROAD	30	30
268	Nashik Road	GANDHI PUTLA PETI	29	29
269	Nashik Road	GIRNICHI PETI DEOLALI GAON	20	22
270	Nashik Road	HANUMAN MANDIR DEOLALI GAON	34	38
271	Nashik Road	KUSTI MAIDAN PETI	50	84
272	Nashik Road	KABRASTHAN DEOLALI GAON	22	23
273	Nashik Road	AATHWADE BAJAR PETI	25	35
274	Nashik Road	SUNDAR NAGAR BOX	39	55
275	Nashik Road	ROKDOBA WADI	61	78
276	Nashik Road	DOBI MALA	41	44
Total			**11962**	**13952**



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New Nashik Survey Summary Sheet

SR NO	Division	LOCATION	Total Pole	Total Fixtures
1	New Nashik	VANSHREE COLONY DGP NAGAR -2	50	58
2	New Nashik	GULMOHAR COLNY	38	43
3	New Nashik	DGP NAGAR STOP 1	59	63
4	New Nashik	THAKRE ROAD DGP NAGAR -2	58	82
5	New Nashik	SWAMI NAGR MAHADEV MANDIR	32	32
6	New Nashik	NARODIYA HOUSE SHUBHAM PARK	40	40
7	New Nashik	FADOL MALA DGP NAGAR 2	34	34
8	New Nashik	MAHALAXMI NAGAR SHIV SHAKTI CYCVLE	70	87
9	New Nashik	GHANKAL YOJNA	27	27
10	New Nashik	DATIR MALA SHREE SWAMI AASHISH	58	58
11	New Nashik	UMA PARK DGP NAGAR -2	32	32
12	New Nashik	AMBAD DGP ROAD RAJAT PARK COMPORT ZONE	42	42
13	New Nashik	PRASANNA NAGAR	14	14
14	New Nashik	UPENDRA NAGAR	116	124
15	New Nashik	MORE MALA	60	61
16	New Nashik	MANIK NAGAR	28	28
17	New Nashik	GANPATI MANDIR BURKULE HALL	41	41
18	New Nashik	KRUSHNA NAGAR AAIKAR NAGAR	15	18
19	New Nashik	MANDE NAGAR BURKULE HALL	31	35
20	New Nashik	RAMESHWAR NAGAR SHUBHAM PARK	59	65
21	New Nashik	DGP NAGAR N.M.C (BUS STOP)	53	73
22	New Nashik	SHUBHAM PARK	27	27
23	New Nashik	SHIVGANGA SOCIETY SHUBHAM PARK	49	71
24	New Nashik	VAISHNAVI DEVI TEMPLE UPENDRA NAGAR	50	53
25	New Nashik	VASUNDHRA PARK SARSVATI VIDHYALAYA	64	70
26	New Nashik	VRUNDAVAN HEIGHTS	100	110
27	New Nashik	SHREE SAMARTH KRUPA VRUNDAVAN NAGAR	119	135
28	New Nashik	KARTIKI NAGAR	31	31
29	New Nashik	KARGIL CHOCK DATTA NAGAR	130	135
30	New Nashik	JIJA MATA SOCIETY	54	54
31	New Nashik	SIDDHESH NAGAR	79	88
32	New Nashik	VITTHAL NAGAR	45	51
33	New Nashik	SAI VISHWA RAW HOUSE	27	27
34	New Nashik	SIHAST NAGAR 1	105	130
35	New Nashik	DATTA MANDIR MARUTI CHOCK	79	84
36	New Nashik	SHIHASTA NAGAR 2	30	63
37	New Nashik	GHARKAL YOJNA CHANCHALE	21	21
38	New Nashik	MAULI CHOWK DATT NAGAR	120	120
39	New Nashik	CHUNCHALE GAON	104	113
40	New Nashik	SHRAVAN SECTOR, UTTAM NAGAR	35	37
41	New Nashik	SHANI MANDIR VIJAY NAGAR	26	28
42	New Nashik	CENTRAL LINE PATHARDI PHATA	48	96
43	New Nashik	6TH SCHEME CHATARAPATI NAGAR	37	44
44	New Nashik	SIVPURI CHOK	60	64
45	New Nashik	PANDIT NAGAR	50	50
46	New Nashik	SAPTSHRUNGI MANDIR	32	38


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47	New Nashik	SIHASTNAGAR MAEWADI 3	27	29
48	New Nashik	MORE WADI SWAMI VIVEKA NAND SCHOOL	70	79
49	New Nashik	NEAR MORE WADI	51	54
50	New Nashik	MORE WADI	70	78
51	New Nashik	S.T.LOWRENCE	50	50
52	New Nashik	SHRI RAM CLINIC (GANESH CHOK	30	44
53	New Nashik	Ambad Police Station	18	22
54	New Nashik	MUKTANAND PRATHAMIK VIDYALAYA	40	50
55	New Nashik	GANESH CHOWK	30	39
56	New Nashik	AMBADA POLICE NEAR	23	45
57	New Nashik	GLASS GOWDOWN	40	53
58	New Nashik	LAXMI DHAVAL SAMAJ MANDIR	33	40
59	New Nashik	morwadi amar dham	15	23
60	New Nashik	NAMRTA PETROL PUMP	14	20
61	New Nashik	MAHINDRA HOUSE	63	72
62	New Nashik	Ambad police station	20	31
63	New Nashik	HANUMAN MANDIR	70	74
64	New Nashik	BHAVAN APPARTMENT ASHWIN NAGAR	30	30
65	New Nashik	MANOJ MATERIAL (MEDICAL)	32	37
66	New Nashik	SITABAI HOSPITAL	27	32
67	New Nashik	STATE BANK CHOWK ATULDAIRY	85	113
68	New Nashik	GHANKAL CHOWK N-34 / S-1 SECTOR	52	58
69	New Nashik	N-32 N-7 MAMA THAKRE SABHAGRUH	40	42
70	New Nashik	MINATAI THAKOR GARDEN ASHWIN NAGAR	22	22
71	New Nashik	ganapati mandir, ashwini nagar	62	63
72	New Nashik	SWAMIVIVEKANAND PUTLA , RANE NAGA	30	51
73	New Nashik	SHREE RAM COLANY GANESH CHOWK	92	110
74	New Nashik	ASHAVIN NAGAR JALKUMBH WATER TANK	37	38
75	New Nashik	SANCHAR VIHAR CIDCO (BSNL)	40	40
76	New Nashik	KALILA NAGAR, PATIL NAGAR	44	47
77	New Nashik	SHARP DIGITAL, KOKAN BHAVAN	59	75
78	New Nashik	SHIVPURI , SUPER MARKET	1	6
79	New Nashik	SURYODAY COLLONY	25	37
80	New Nashik	AMBAD GAON BUS STOP	41	41
81	New Nashik	MATALE COLLONY	80	91
82	New Nashik	DONDE MLA	40	40
83	New Nashik	SHIVTIRTH COLONY	41	61
84	New Nashik	MANDIR CHOWK janeshwar mandir	17	17
85	New Nashik	TRIMURTI CHOWK, CENTRAL LINE	14	26
86	New Nashik	PETHE SCHOOL	54	54
87	New Nashik	WARE HOUSE	16	16
88	New Nashik	B SECTOR-5 7/67	18	21
89	New Nashik	WATER TANK SAWTA NAGAR	36	55
90	New Nashik	ABHIYANTA NAGAR	102	105
91	New Nashik	INDRA NAGARI LOTUS	77	98
92	New Nashik	SOUTHA NAGAR SADHAKAR BADQUIAR	80	113
93	New Nashik	SUBHASHCHANDRA BOS GARDEN CIDCO	51	73
94	New Nashik	INDRA NAGARI UDHYAN	83	92
95	New Nashik	DEVIKINANDAN SOC. MARIMATA MANDIR	16	27
96	New Nashik	GANRAJ MEDICAL MAHALAKSHMI CHOWK	40	66
97	New Nashik	BAL BHARTI ROAD	22	22
98	New Nashik	NN- AAMBAD GAON BHAJI MARKET	26	39
99	New Nashik	NN- B SECTOR TECH ENGINNERING FRONT	11	11
100	New Nashik	NN- beem industries	96	102
101	New Nashik	NN- CHATRAPAL SECTOR	40	40
102	New Nashik	NN- CTR CIRCLE POWER HOUSE	20	40
103	New Nashik	NN- FINIX AUTOMATION	70	70

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104	New Nashik	NN INDOLINE AREA	65	65
105	New Nashik	NN- KRUSHNA MANDIR shivpuri chawk	76	85
106	New Nashik	NN- MOR WADI KHANDOBA MANDIR	75	75
107	New Nashik	NN- POST OFFICE	30	33
108	New Nashik	NN- RAJENDRA INDUSTRIES	32	59
109	New Nashik	NN- STADIUM	13	79
110	New Nashik	NN- TASKAR ENGINEERING	32	32
111	New Nashik	NN- UT-17 AAMBAD MIDC W128	31	31
112	New Nashik	NN- VASUDEV PARK SIDDHIVINAYAK MANDIR	50	64
113	New Nashik	NN-AMBAD GAPON SAMSHAN BHUMI	66	85
114	New Nashik	NN-G2 GLASS KO WATER FILTER	56	56
115	New Nashik	new nashik (k sector snehal industry)	20	20
116	New Nashik	RELAINCE INDUSTRIES	20	20
117	New Nashik	VAJAN KATA AMBAD GAON	49	50
118	New Nashik	ENGAL COTTAGE,AAVHAV HOSPITAL	25	50
119	New Nashik	FARKH ELECTRONICS CIDCO	78	103
120	New Nashik	UNTWADI GADVEMALA	96	101
121	New Nashik	KALIKA MANDIR	25	40
122	New Nashik	KHODE MALA	72	73
123	New Nashik	MAHALE FARM BACK SIDE	90	92
124	New Nashik	MAHALE FARM	44	49
125	New Nashik	MANGALMURTI MANDIR NAGAR(TULJA BHAVANI MANDIR)	61	75
126	New Nashik	MANGALMURTI MANDIR NAGAR	56	56
127	New Nashik	INDRA UDAY SAMARAT GARDEN NANA NANI PARK	27	47
128	New Nashik	LEKHA NAGAR CIDCO OFICE	50	50
129	New Nashik	RADHA VASUDEV NAGAR, GOVIND NAGAR	105	108
130	New Nashik	SARDARBAN COLLONY GARDEN	13	26
131	New Nashik	SHOPPING CENTER	111	127
132	New Nashik	Sona Park	78	117
133	New Nashik	SWAMI SAMARTH MAHILA SBHAGRUHA	20	25
134	New Nashik	PRIYANKA PARK	60	61
135	New Nashik	AANAND NAGAR SCHOOL	110	132
136	New Nashik	UDAY BHAI COLLONY	106	107
137	New Nashik	BHARAT RATNA RAJIV GANDHI GARADAN KALILKA ,PARK	46	50
138	New Nashik	GANPATI MANDIR PAWAN NAGAR	42	63
139	New Nashik	JINAT NAGAR	23	31
140	New Nashik	LEKHA NAGAR COLONY	80	80
141	New Nashik	MAHALAXMI CHOCK	95	106
142	New Nashik	SADGURU NAGAR MAULI APARTMENT	118	119
143	New Nashik	MHASHICH GOTHA, NEW TIDKE COLONY .NASHIK	29	29
144	New Nashik	NAGAR SEVAK MUKESH SHAHANE GHAR	35	51
145	New Nashik	PAGNRE NAGAR	88	90
146	New Nashik	PARTAP CHOWK	85	117
147	New Nashik	RAJRATN NAGAR	67	86
148	New Nashik	RAMESHWAR NAGAR	11	22
149	New Nashik	TIDAK COLANY BAJIRAV NAGAN	38	40
150	New Nashik	BALAB HARTI	62	66
151	New Nashik	BHAMRE MISAL BADADE NAGAR	103	103
152	New Nashik	BHEDU PARK AMBIKA ROADLINS	36	36
153	New Nashik	Datta mandinR/Datta chock	76	90
154	New Nashik	GOVIND NAGAR	64	70
155	New Nashik	GOVIND NAGAR 2	54	63
156	New Nashik	GOVIND NAGAR VACHNALAY	26	26
157	New Nashik	govind nagar prakash petrol pump	80	83
158	New Nashik	INDIRA NAGAR	39	44

159	New Nashik	KASHIKO NAGAR GARDEN	38	44
160	New Nashik	KHADE NAGAR	63	65
161	New Nashik	KHONDE NAGAER	26	28
162	New Nashik	MAHARANA PRATAP CHOK	21	30
163	New Nashik	MAUR VIHAR CALLONY	66	67
164	New Nashik	N-9 C SECTOR CIDCO NASHIK(TULJA BHAVANI MANDIR)	89	94
165	New Nashik	PANEL ROAD SAGAR SWITCH NEAR	40	45
166	New Nashik	RANE NAGAR ABHISHEK SWEETS	8	8
167	New Nashik	SADASHIV NAGAR	39	42
168	New Nashik	SIVAJI CHOK	68	80
169	New Nashik	SUNDARBAN CALLANY	53	53
170	New Nashik	SWAMIVIVEKANAND RANE NAGAR	22	22
171	New Nashik	UATWADI GAON	40	43
172	New Nashik	BAJRANG CHOWK	97	97
173	New Nashik	BHOLENATH NAGER	73	73
174	New Nashik	DURGA MATA MANDIR, CIDCO	60	70
175	New Nashik	MAHAKALI CHOUK	78	89
176	New Nashik	PHIRDOS COLONY	49	58
177	New Nashik	SAI BABA NAGAR	129	138
178	New Nashik	SAIBABA NAGAR SAPTASHRUNGI NAGAR	45	45
179	New Nashik	STHANIK VIKAS NIDHI YOJANA GUMANACIAM HALL CIDCO	63	70
180	New Nashik	SWAMI SAMARTH KENDRA DATT CHOWK	55	57
181	New Nashik	HOTEL HEVEEN SEVEN	33	35
182	New Nashik	KISHOR NAGAR GANESH COLLONY	44	44
183	New Nashik	LOCKMANYA NAGER	50	55
184	New Nashik	OMKAR BUILDING CHETNA NAGAR	49	57
185	New Nashik	POOJA ELECRICAL CHETNA NAGAR	56	76
186	New Nashik	RANE NAGAR AONE BAKARI	74	94
187	New Nashik	SAMRAT SWIEETS RAJIV NAGAR	28	41
188	New Nashik	SONAWANE MALA	47	59
189	New Nashik	SUDARSHAN LONS	19	35
190	New Nashik	KRUSHNAI NAGAR SONAWANE MALA	73	73
191	New Nashik	JAGANNATH PURI CHOWK	27	39
192	New Nashik	NARHARI NAGAR, SUNI SANJEEV VALLY	50	52
193	New Nashik	SAMARAT NAGER KATTI BATTI HOTEL	60	60
194	New Nashik	UMESH NAGAR PATHARDI GAON	69	77
195	New Nashik	EKTA GROUP	53	53
196	New Nashik	KAATIBAARI SOSCITY 2	46	49
197	New Nashik	KALBARI SOCITY	41	42
198	New Nashik	KVATEKARIWDI SERVICE ROAD PANDAV NAGARI	57	58
199	New Nashik	RAJLAXMI NAGAR ROW HOUSE	75	75
200	New Nashik	AMBAD GAO (CHACHAN SCHOOL)	20	20
201	New Nashik	FINIX AUTOMATION.	27	27
202	New Nashik	G-12 AMBAD SPECTROM	40	40
203	New Nashik	GURUDEV ENTERPRISE	54	54
204	New Nashik	HYMA HOUSE	41	41
205	New Nashik	J.K TYRE INOVA REBHER	20	20
206	New Nashik	KRISHNA INDUSTRIES	61	61
207	New Nashik	M49 AMBAD MIDC	30	30
208	New Nashik	VIJYABANK, GANGA NAGAR	57	60
209	New Nashik	POOJA PLASTICS PLOT NO L-48	36	40
210	New Nashik	RAMABADI AAMBEDNAGAR MIDC	32	32
211	New Nashik	SWASTIK METAL	89	89
212	New Nashik	AJINKYA ROW HOUSE, SHUBHADA APPT, RAM MANDIR CHETANA NAGAR	40	46
213	New Nashik	AYODHYA NAGARI	23	25

214	New Nashik	DYANESHAR NAGAR PATHARDY PHATA	42	42
215	New Nashik	HOTEL SAI PALACE	55	58
216	New Nashik	KANIFNATH NAGAR	40	40
217	New Nashik	PANCHMUKHI HANUMAN MANDIR	136	136
218	New Nashik	POLICE HEDCOTER DYANESHOR NAGAR	68	80
219	New Nashik	SARAF NAGAR, GALLI NO 1	132	132
220	New Nashik	SHREE NIVAS COLONY	75	75
221	New Nashik	WAJRABHUMI R-HOUSE NAGARE MALA	92	92
222	New Nashik	MAHADA COLONY	58	58
223	New Nashik	MURLIDHAR GAMANE	17	17
224	New Nashik	ANAND NAGAR POLICE CHOWKI	111	114
225	New Nashik	ASHAPURI ENCLAVE	21	42
226	New Nashik	DNYANESHWAR NAGAR, DATTA MANDIR	29	33
227	New Nashik	DNYANESHWAR NAGAR, NAKSHTRA HEIGHTS	32	32
228	New Nashik	GURUKRUPA NAGAR PATHARDI ROAD	32	41
229	New Nashik	ICAR SOC, GHANSHYAM NAGAR	24	26
230	New Nashik	MURLIDHAR NAGAR SWAMI SMARTH KENDRA	65	72
231	New Nashik	PRASHANT NAGAR, SUDHAM DHIMESE HOME, CIDCO	44	44
232	New Nashik	PRASHANT NAGAR	98	110
233	New Nashik	SAI DHARSHAN ROW HOUSE VIKIKAR BHAVAN	31	31
234	New Nashik	SAPTASHRUNGI HOSPITAL PATHARDI ROAD	33	55
235	New Nashik	GANESH NAGAR PIMPALGAV ROAD	82	84
236	New Nashik	JADHAV NAGAR	26	26
237	New Nashik	MAHINDRA DONDE, MALA ABHINANDAN LOWNS.	15	15
238	New Nashik	MURLIDHAR NAGAR UTKARSH HIGHTE	94	103
239	New Nashik	PAWAR MALA, PATHARDI- WADNER ROAD	41	68
240	New Nashik	PIMPAL GAV JADHAV WADI	67	67
241	New Nashik	PIMPAL GAV KHAMB	37	42
242	New Nashik	SAINATH ROURMIL, THANGAVKAR	12	12
243	New Nashik	SWARAJYA NAGAR, JOGESHWARI SUPER MARKET	47	47
244	New Nashik	KAMTEWADW GAON	55	76
245	New Nashik	KONVANE BANDHU	79	87
246	New Nashik	MOTI CHOWK TULJA BHAVANI TEMPLE	111	129
247	New Nashik	RAYGATH CHOWK SHALA	45	49
248	New Nashik	SAPTSHRUNGI CHOWK PAWAN NAGAR	54	78
249	New Nashik	TRIMURTI CHOWK MACB OFFICE	73	89
250	New Nashik	DATT MANDIR STOP TRIMURTI CHOWK	31	40
251	New Nashik	PAWAN ANGAR MAULI COLLECTION	50	71
252	New Nashik	CHROMTAMN HALL	52	52
253	New Nashik	GURUGATT CHOWK	41	41
254	New Nashik	PATIL NAGAR KOTHARI BANdhu 2	77	77
255	New Nashik	PAVAN NAGAR POLICE STATION	24	24
256	New Nashik	PAVAN NAGAR, BHAJI MARKET	46	62
257	New Nashik	SAMBHAJI STADIUM (APER DP)	18	18
258	New Nashik	SHIVNERI COLONY UDHAN	60	60
259	New Nashik	TRIMURTI CHOWK	37	37
260	New Nashik	TRIMURTI HANUMAN MANDIR	68	86
261	New Nashik	AHILYABAI NAGAR CIDCO	68	70
262	New Nashik	AMAY PARK	13	13
263	New Nashik	MATOSHRI BUNGLOWS GOWANE ROAD	86	86
264	New Nashik	PATHARDI GAON SHOUCHALAY CIDCO	70	80
265	New Nashik	SHARDA floar mill PATDHADI RAJWADA	84	113
266	New Nashik	SUKDEV NAGAR PATHARDI0	77	84
267	New Nashik	VIJU THEMSE PATHARDI GAON	45	71
268	New Nashik	CHINCHWADI ROAD PUSHKARAJ PARK	27	27
269	New Nashik	DADHEGAON 3 PHASE	89	89
270	New Nashik	DE KAYAR SCHOOL	41	41
271	New Nashik	DHEMSE MALA NANDUR-PANVAT ROAD	48	48

272	New Nashik	GAWLANE ROAD PATHARDI	118	118
273	New Nashik	MONDE WADI, 3 PHASE	114	116
274	New Nashik	PRABHU RAMCHANDRA DAHIGAON ROAD	70	70
275	New Nashik	SHANTARAM CHUMBALE GHAR	71	71
276	New Nashik	VEET BHATTI CHOWK GAWLANA ROAD	88	88
277	New Nashik	SHARAYU NAGRI	58	58
278	New Nashik	PATHARDI SUB STATION WADALA PATHARDI ROAD	24	47
279	New Nashik	MAHADEV MANDIR, NARHARI NAGAR	63	80
280	New Nashik	KADVE NAGAR, HOTEL RAYBA	73	80
281	New Nashik	JANARDAN SWAMI NAGAR	52	52
282	New Nashik	GAJANAN NAGAR, TRIKONI GARDEN	84	88
283	New Nashik	DIPAK SWEETS, NISARGA COLONY	53	53
284	New Nashik	AUDUMBAR STOP	62	62
285	New Nashik	GARGI COLONY SAVATA NAGAR	88	113
286	New Nashik	ASHTVINAYAK NANDINI KIRANA STORE	27	27
287	New Nashik	shreeram niwas vadiche ran	102	105
288	New Nashik	KRUSHNA KUUNJ DGP NAGAR 2	129	162
289	New Nashik	MAHALXMI SAMAJ NAGAR MANDIR	67	84
290	New Nashik	green paam	52	56
291	New Nashik	KARDILE MALA	10	10
292	New Nashik	pg2 sector	25	41
293	New Nashik	saraf nagar	66	68
294	New Nashik	semen colony	27	27
295	New Nashik	viraj socaity senter line	29	31
296	New Nashik	falke smarak	26	26
297	New Nashik	gautam nagar	42	42
298	New Nashik	jaybhave mala	40	40
299	New Nashik	karmyogi nagar	128	130
300	New Nashik	saraf loans	20	40
301	New Nashik	SHIVSENA KARAYLAY	43	49
302	New Nashik	UTTAM NAGAR	51	54
303	New Nashik	untawadi MATHURA COLLONY	76	78
304	New Nashik	dada row house	53	53
		TOTOAL	**16050**	**18167**


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Satpur Survey Summary Sheet				
Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
1	SATPUR	KRANTI CHOWK	74	75
2	SATPUR	GULMOHAN VIHAR SATPUR COLLONY	62	62
3	SATPUR	BALAJI MANDIR GANGAPUR ROAD	57	60
4	SATPUR	75-76 GANESH NAGAR	67	73
5	SATPUR	GULMOHAR VIJHAR 2	59	59
6	SATPUR	GANESH NAGAR RELIANCE PETROL PUMP	37	39
7	SATPUR	NANDAVANE MALA	16	16
8	SATPUR	SOMESHWAR DHABH DHABHA	27	40
9	SATPUR	HANUMAN NAGAR	56	58
10	SATPUR	SOMESHWAR COLONY	32	32
11	SATPUR	SIDDHI AISHWARIYA	68	69
12	SATPUR	PAWAR VILLA	40	40
13	SATPUR	JADHAV NAGAR	69	69
14	SATPUR	RAMESHWAR COLONY	74	74
15	SATPUR	SHANKAR CHOWK	27	31
16	SATPUR	GANAPATI 2	33	35
17	SATPUR	PARVAT NAGAR	62	65
18	SATPUR	GANPATI 3	16	18
19	SATPUR	GANGA PUR NAGAR	74	74
20	SATPUR	PATIL ROAD	25	26
21	SATPUR	5TH & 6TH AVENUE KNIGHT CENAL ROAD, NASIK	79	79
22	SATPUR	LIC COLONY, PURVAD NAGAR	113	134
23	SATPUR	KAMGAR ROAD	99	101
24	SATPUR	NAKSHAD COLONY, PURVAD NAGAR	27	27
25	SATPUR	PALM SPRING	60	62
26	SATPUR	BAJRANG NAGAR	51	73
27	SATPUR	MADHUKALAM NAGAR, PRAMOD NAGAR	65	66
28	SATPUR	GANESH MANDIR	88	102
29	SATPUR	SHUDHA NAGAR	57	60
30	SATPUR	SHRI KRISHNA MANDIR BHOR TOWNSHIP	30	33
31	SATPUR	DADOBA ROAD NEW KRUSHNA KUNJ BANGLA	45	46
32	SATPUR	MANPA SCHOOL CHUCHAULE GAON	145	152
33	SATPUR	GANPATI MANDIR DHARMAJI COLONY	25	31
34	SATPUR	URVI APARTMENT	16	16
35	SATPUR	AMBIKA MATA MANDIR SHIVNERE CHOWK	104	104
36	SATPUR	DATT MANDIR AMBAD SATPUR LINK ROAD	41	68
37	SATPUR	BAJRANG NAGAR SERVICE STATION	43	43
38	SATPUR	CHHATRAPATI SHIVAJI MAHARAJ CHOWK SAJEEV NAGAR	41	41
39	SATPUR	Rameshwar Nagar	39	42
40	SATPUR	MOTIWALA COLLEGE	50	50
41	SATPUR	GULMOHOR, VIHAR SATPUR COLONY	80	84
42	SATPUR	Gangapur Gaon Peth Galli	46	46
43	SATPUR	AMBEDKAR NAGAR GANGAPUR GAON	47	50
44	SATPUR	Cheri Hila Row House	14	17
45	SATPUR	NIGHA PARK	94	94
46	SATPUR	GANGAPUR GAON PATIL NAGAR	63	68
47	SATPUR	Vivekanand Nagar	80	83
48	SATPUR	PAJHAR TALAV SATHIASVA COLONY	61	61
49	SATPUR	NILAY BANGLOW	123	137
50	SATPUR	DATTA MANDIR	50	66
51	SATPUR	SHIVAJI NAGAR BUS STOP	54	66
52	SATPUR	SAVARGAON ROAD - 2 PAJAN TALAV	56	56
53	SATPUR	GANESH MANDIR SHIVAJI NAGAR	74	77
54	SATPUR	AAL HOSPITAL SHIVAJI NAGAR	57	68
55	SATPUR	KANETKAR ROAD SAVARGAON ROAD - 1	64	66
56	SATPUR	V P PATIL PAJHAR TALAV	18	28

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Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
57	SATPUR	VASALI ROAD SHIVAJI NAGAR	67	67
58	SATPUR	KANETKAR GARDEN	11	34
59	SATPUR	GANGAPUR GAON 2	32	33
60	SATPUR	GANGAPUR ROAD SIRIN GRADE WANS ANANDWALI NASHIK	35	62
61	SATPUR	SAPAT WILLA GANGAPUR ROAD	33	66
62	SATPUR	NAVSHYA GANPATI ANANDWALI 1	25	25
63	SATPUR	NAVSHYA GANPATI ANANDWALI	70	70
64	SATPUR	NIRMAL COLONY OPPOSITE BMS	56	58
65	SATPUR	SADHANA MISAL GANGAPUR ROAD	50	57
66	SATPUR	SHIVSHRUSHTI NAGAR GANGAPUR ROAD	50	51
67	SATPUR	SOMESHAWAR COLONY GANGAPUR ROAD	66	91
68	SATPUR	SOMESHAWAR GAON(ZOPADPATTI)	17	24
69	SATPUR	SOMESHWAR GAON	25	25
70	SATPUR	ASHTAVINAYAK COLONY GANGAPUR ROAD, RAM NAGAR	68	74
71	SATPUR	ATHARVA COLONY	68	78
72	SATPUR	DAMODAR CHOWK	68	79
73	SATPUR	GHATOL GALLI VIDHANE BHAVAN	32	34
74	SATPUR	KALE CHOWK SATPUR	79	87
75	SATPUR	PATIL PARK - SHREE KRISHNA MANDIR	20	22
76	SATPUR	SATPUR GAON MARUTI MANDIR	84	113
77	SATPUR	SIDHARTH CHOWK NEEM HOUSE	18	30
78	SATPUR	SWARBHABHA NAGAR CITY LINK	30	35
79	SATPUR	UJWAL EGENCY	15	29
80	SATPUR	VINAYK SANKUL KHUDE PARK	61	63
81	SATPUR	VIRSAVARKAR NAGAR ANANDWALI	69	69
82	SATPUR	AMRUT GARDEN SAI SEVA SANTHA	85	100
83	SATPUR	BHARTIYA POST OFFICE SHEJARI TRAMBAK ROAD	21	42
84	SATPUR	KRANTI CHOWK SWARBABA NAGAR	142	146
85	SATPUR	PAPAYA AMBAD POLICE CHOWKI	47	93
86	SATPUR	ROHIT PETROL PUMP PAPAYA NURSARY	17	31
87	SATPUR	SABHYAK CHOWK SHIVNERI GARDEN	122	145
88	SATPUR	SHANESHWAR NAGAR RATIN COAT	129	135
89	SATPUR	TULJABHAWANI MANDIR SHIVAJI NAGAR	58	59
90	SATPUR	AMBIKA MATA MANDIR SATPUR AMBAD	41	41
91	SATPUR	AMRUTESHWAR MANDIR	52	53
92	SATPUR	ASHTAVINAYAK MANDIR KAVEL PARK	65	68
93	SATPUR	BAUDI RAJWADA	107	130
94	SATPUR	BHOR TOWN SHIP -1	45	45
95	SATPUR	BHOR TOWN SHIP 2	29	32
96	SATPUR	KARBON NAKA, SHIVAJI NAGAR	66	74
97	SATPUR	DARHU FALKA NAGAR, MOLONA AZAD NAGAR	20	20
98	SATPUR	GANGA SAGAR BUS STOP BHANDURE PETI	110	119
99	SATPUR	ITI COLONY	74	76
100	SATPUR	JADHAV TOWNSHIP	79	79
101	SATPUR	KADE PATHARE CHOWK	134	140
102	SATPUR	KRISHNA SWEETS RAM KRISHNA NAGAR	67	92
103	SATPUR	MAHADEVADI DR AMBEDKAR PUTALA SATPUR	50	58
104	SATPUR	MAHALAXMI CHOWK MADEVVADI	36	36
105	SATPUR	MALE COLONY	82	96
106	SATPUR	MELAKE NAGAR JADHAV SANKUL	27	40
107	SATPUR	MHADA COLONY SIDDHA VINAYAK MANDIR	60	67
108	SATPUR	PANVAT ROAD WAGH MALA	38	38
109	SATPUR	PARTH PALACE	35	35
110	SATPUR	SAHYADRI CHOWK, SHIVAJI NAGAR	111	112
111	SATPUR	SHINDORI ROAD	69	69
112	SATPUR	STEEL CENTER AMBAD LINK ROAD	20	40
113	SATPUR	SULA VINES HAZI FARM	76	76
114	SATPUR	TUKARAM MAHARAJ NMC SHIVAJI NAGAR	35	42

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Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
115	SATPUR	TULJA BHAVANI MANDIR	52	53
116	SATPUR	TULJABHAVANI MANDIR VIRAT SANKUL	28	28
117	SATPUR	Z P COLANY PRATAP CHOWCK SATPUR	67	67
118	SATPUR	ABHISHEK SWEET PLASTO FAB PVT LTD	45	45
119	SATPUR	ASHOK NAAR POLOICE CHOKI	1	6
120	SATPUR	ASHOK NAGAR BUS STOP NAHARU TAWERS	30	30
121	SATPUR	BODKE CLASSES SATPUR Colony	97	105
122	SATPUR	DR BABASAHEB AMBEDKAR SATPUR BHAJI MANDI	93	113
123	SATPUR	HANUMAN MANDIR RAJYAKARMACHARI ASHOK NAGAR	93	107
124	SATPUR	ICHHAMANI GANPATI MANDIR, ASHOK NAGAR	50	54
125	SATPUR	MAHESHWARI INDUSTRIES MIDC SATPUR	62	62
126	SATPUR	MANTAN MARKET ROAD MALE VASTI	69	69
127	SATPUR	MYCO HOSPITAL SATPUR GAV	49	53
128	SATPUR	NILKANTHESHWAR NAGAR, SATPUR COLONY	40	43
129	SATPUR	PRAGATI SHALA, GOPAL VIHAR CO OP HSG SOC ASHOK NAGAR SATPUR	27	27
130	SATPUR	SANDIP HOTEL SATPUR COLONY	75	80
131	SATPUR	SAWARKAR NAAR STPUR COLONY	47	50
132	SATPUR	SHIV NAGAR PAPYA NESARY SATPUR	67	73
133	SATPUR	SHIV ROAD GOVIOD BHAIYA	55	55
134	SATPUR	SHRIKRUSHNA NAGAR, SATPUR COLONY	40	45
135	SATPUR	SINGH BULLET ITI KAMAGAR NAGAR	62	63
136	SATPUR	SWAMI VIVEKANAND NAGAR	45	47
137	SATPUR	TULSAI HOSPITAL SATPUR COLONY	69	69
138	SATPUR	SANKET INNOVATIONS P.V.T. L.T.D MIDC SATPUR	64	64
139	SATPUR	SANTOSHI MATA NAGAR MIDC SATPUR	48	60
140	SATPUR	SHEDAS PATE BALAJI ELECTRONICE ASHOK NAAR	244	265
141	SATPUR	BALWANT CHOWK SOMESHWAR COLONY	58	58
142	SATPUR	GULMOHAR COLONY	54	55
143	SATPUR	KALE MALA SOMESHWAR COLONY MIDC	46	46
144	SATPUR	KAMGAR NAGAR MAHATMA NAGAR	35	38
145	SATPUR	NIGAR MALA SOMESHWAR COLONY	13	13
146	SATPUR	SAI MANDIR DHRUV NAGAR SATPUR	33	35
147	SATPUR	SHOMESHVAR COLONY SATPUR	71	73
148	SATPUR	KALE NAGAR SATPUR	87	102
149	SATPUR	CHIKHLI ROAD PIMPLE GAON	53	53
150	SATPUR	GANESH NAGRI NAGRE CHOWK ASHOK NAGAR	66	67
151	SATPUR	SAKAL CIRCLE SATPUR	12	18
152	SATPUR	I.T.I SIGNAL M.I.D.C	21	21
153	SATPUR	MALAY SQUARE, SATPUR MIDC	45	45
154	SATPUR	MARUTI MANDIR PIMPALGAON	65	68
155	SATPUR	ROHIDAS CHOWK PRABUDH NAGAR	7	10
156	SATPUR	SAINATH CHOWK , RADHA KRUDHNA	42	45
157	SATPUR	SAINATH CHOWK	67	71
158	SATPUR	ASHTHA VINAYAK COLONY ASHOK NAGAR	44	49
159	SATPUR	SODAM DADA NAGARE PETI, PIMPAL GAON	40	40
160	SATPUR	VASALI ROAD, AMDAR PETI	27	27
161	SATPUR	VISHWAS NAGAR ASHOK NAGAR	95	108
162	SATPUR	73, CIPRA CO. SAMORT POINT,SATPUR MIDC	74	112
163	SATPUR	AMBEDKAR CHOWK	26	42
164	SATPUR	BSNL OFFICE SATPUR MIDC	42	42
165	SATPUR	DESH DOUT NEWS PAPER SATPUR MIDC	25	28
166	SATPUR	GORKASH NATHMALA SATPUR GOV.	117	117
167	SATPUR	PIPALGAV AMARDHAM	45	45
168	SATPUR	PIPPALGAV BAHULA KHURKHI ROAD	25	25
169	SATPUR	PRIMEER TOOTS	35	35
170	SATPUR	RADHA KRISHNA HOTEL, KUBERVADI, ITI	50	65
171	SATPUR	RATNADEEP SATPUR MIDC	56	56

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Sl. No.	Division	Switching Points Name	Total Poles	Total Fixtures
172	SATPUR	DHRUV NAGAR	37	37
173	SATPUR	K.G.N. CHOWK	15	15
174	SATPUR	MALIWADA	80	83
175	SATPUR	AMBIKA SWITS SATPUR MAHENDRA CIRCLE	1	6
176	SATPUR	BANDAVNE MALA MALE VASTI SATPUR DADOBA ROAD	42	42
177	SATPUR	CHANDULAL SHAHA NAGAR KAMATWADE	31	35
178	SATPUR	CLUB HOUSE S-1 GROUND MIDC SATPUR	80	95
179	SATPUR	GANESH GHAT KAMATWADE	16	35
180	SATPUR	SANTOSH HOTEL SATPUR MIDC	77	77
181	SATPUR	SHAHU NAGAR SWAPNIL FOODS	25	28
182	SATPUR	SUYOG NAGAR KAMAGAR NAGAR	47	48
183	SATPUR	TDK COMPANY MIDC NEAR RELIANCE PETROL PUMP (IFCOS)	25	25
184	SATPUR	CHANAKAY NAGRI KATAWAN NAGRI	52	58
185	SATPUR	DHARMAJI COLONY-1	47	54
186	SATPUR	HANS NAGAR	30	33
187	SATPUR	SANTOSHI MATA MANDIR,VAJAN KATA	31	31
188	SATPUR	AHILYADEVI CHOWK SHIVAJI NAGAR SATPUR	86	91
189	SATPUR	AMBAR CHHAYA SOCIETY	38	40
190	SATPUR	ANAND VALI BUS STOP	13	13
191	SATPUR	INCOME TAX COLONY	81	98
192	SATPUR	KASHALYA FARM	65	65
193	SATPUR	LAKSHMI SWEETS SHIVSHAKTI CHOWK	92	114
194	SATPUR	MAHALAXMI PRO STORE	20	20
195	SATPUR	MOGAL NAGAR	31	39
196	SATPUR	NAVJEEVAN DAY SCHOOL	108	126
197	SATPUR	NERLEKAR CIRCLE	10	23
198	SATPUR	PATIL NAGAR GANGAPUR ROAD	20	20
199	SATPUR	RADHA SONA NAGAR HANUMAN MANDIR	37	38
200	SATPUR	SADGURU NAGAR	20	22
201	SATPUR	SAISHRUSTI ROW HOUSE	34	36
202	SATPUR	SALUNKE NAGAR VIDHATE MALA	51	53
203	SATPUR	SETU BHAVAN	40	53
204	SATPUR	SHRIRAM MEDICAL CHINCHOLE ROAD	27	27
205	SATPUR	SUKHAKARTA HOSPITAL	19	32
206	SATPUR	TROPICANA GANGAPUR ROAD	24	43
207	SATPUR	VAVRE NAGAR	68	94
208	SATPUR	VISHNU NAGAR	50	53
209	SATPUR	VRUNDAVAN COLLONY	21	21
Total			**11158**	**12382**

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Sr. No.	Division	Switching Point Name/ Area	No. of Pole	No. of Fixtures
1	Panchvati	Hirawadi Shiv Krupa Nagar	72	74
2	Panchvati	Panchavati Swaminarayan Nagar	36	36
3	Panchvati	Kailas Nagar Vaishnavi Nagar	54	53
4	Panchvati	Holi Chowk Adgaon Naka	67	69
5	Panchvati	Samarth Nagar Fule Nagar	54	41
6	Panchvati	Vijay Chouk Fule Nagar	90	93
7	Panchvati	Krushana Nagar More Mala	86	101
8	Panchvati	Talathi Colony	36	36
9	Panchvati	Datta Mandir	54	61
10	Panchvati	Dr.Nanadaheb Dharmadhikari Marg	27	54
11	Panchvati	Madhuban Umadarshan Socity	27	27
12	Panchvati	Mhasrul Road Pokaar Colony	90	90
13	Panchvati	Telangwadi Fule Nagar	72	55
14	Panchvati	Govind Mama Chowk Datta Nagar	68	63
15	Panchvati	Hirawadi Shakti Nagar	71	75
16	Panchvati	Kamal Nagar Hirawadi Panchvati	86	97
17	Panchvati	Jejurkar Mala	71	71
18	Panchvati	Digamber Nagar Amrutdham	51	40
19	Panchvati	Endraprastha Nagar Makhamalabad	75	72
20	Panchvati	Narayan Nagar Meri Road Highway	28	28
21	Panchvati	Hanuman Wadi	54	49
22	Panchvati	Mahalakshmi Nagar Hirawadi	36	37
23	Panchvati	Panchavati Peth Road Makhamalabad	36	36
24	Panchvati	Panchavati Mhada Colony Jatra Hotel	39	39
25	Panchvati	Panchavati Tapovan	81	81
26	Panchvati	Savtanagar , Vrundavan Nagar	80	74
27	Panchvati	Trimurti Nagar Hirawadi	36	36
28	Panchvati	Dattatyray Chowk	54	54
29	Panchvati	Panchavati Mhasrul Peth Road	36	36
30	Panchvati	Panchavati Sant Sawata Nagar	62	64
31	Panchvati	Panchavati Tapovan Aathavan Lawns	85	74
32	Panchvati	Panchavati Tapovan Chavhan Nagar	59	51
33	Panchvati	Gunjal Farm	36	33
34	Panchvati	Madhusudan Society	43	42
35	Panchvati	Radhakrushna Chowk Vrundavan Nagar	96	85
36	Panchvati	Ayodhya Nagar Meri Road	48	48
37	Panchvati	Ichamani Nagar Shivmudra Chowk	72	72
38	Panchvati	Kalaskar Nagar Meri Road	27	26
39	Panchvati	Mahalaxmi Nagar Jatra Hotel	75	75
40	Panchvati	Mane Nagar Mane Chowk	54	54
41	Panchvati	Mhashrul Swami Samarth Road	29	28
42	Panchvati	Shiv Nagar	54	41
43	Panchvati	Tapvan Nursery	21	21
44	Panchvati	Kamal Nagar	36	35
45	Panchvati	Sainagar	126	131

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46	Panchvati	Panchavati Jatra Hotel Hero Garden	45	45
47	Panchvati	Panchavati Mahalaxmi Nagar Nagar	38	38
48	Panchvati	Krushna Udyaan Krushna Nagar	54	54
49	Panchvati	Panchavati Bamboos Resturant Jatra Hotel	52	52
50	Panchvati	Panchavati Makhamalabad Gaon Makhamalabad	45	45
51	Panchvati	Panchavati Maratha Nagar Pawar Mala	72	72
52	Panchvati	Panchavati Nandur Naka Jocky Nagar	36	90
53	Panchvati	Panchavati Vedh Nagar Peth Road	55	55
54	Panchvati	Dhanlakshmi Lwance Aurangabad Naka	36	112
55	Panchvati	Ashapura Soc.	41	42
56	Panchvati	Borgad Ujjwal Nagar	29	29
57	Panchvati	Hanuman Nagar	90	89
58	Panchvati	Janardhan Nagar Nandur Gaon	45	45
59	Panchvati	Ketki Society Masrul	59	61
60	Panchvati	Makhamalabad Goan	150	147
61	Panchvati	Makhamalabad Ganesh Mandir Mankar Nagar	72	67
62	Panchvati	Nandur Gaon Manpa School	72	74
63	Panchvati	Rto Office-Samarth Nagar	36	36
64	Panchvati	Hanuman Chowk	48	48
65	Panchvati	Pratik Society Krushna Nagar	54	56
66	Panchvati	Sai Krupa Hospital Makhamalabaad Rto	117	124
67	Panchvati	Hanuman Nagar Pingale Mala Makhamalabaad	67	65
68	Panchvati	Ramkrushana Nagar	90	90
69	Panchvati	Panchavati Avtar Point Suryawanshi Marg Mhasrul	72	72
70	Panchvati	Panchavati Sanai Bangala Dattatray Nagar	81	80
71	Panchvati	Panchavati Shree Swami Samarth Nagar Aurangabad Road	51	51
72	Panchvati	Panchavati Shiv Swami Nagar Front Of Orian Apartment	76	78
73	Panchvati	Panchavati Nimse Bangla Nandur Naka	26	100
74	Panchvati	Nilgiri Bagh	11	42
75	Panchvati	Chaudhari Mala Profressor Colony	54	54
76	Panchvati	Tarawala Nagar Peth Rd	19	19
77	Panchvati	Panchavati Konark Nagar Police Station Jatra Hotel Road	54	108
78	Panchvati	Ganesh Colony/Makhmalabad	40	38
79	Panchvati	Om Niwas Soc. Jatra Hotel Rd Adgoan	14	13
80	Panchvati	Rto Office Peth Rd	24	45
81	Panchvati	Swami Vivekanad Nagar Water Tank	45	45
82	Panchvati	Tapovan Kewadiwan	19	19
83	Panchvati	Mvp Medical Collage Link Rd Dusing Mala	40	40
84	Panchvati	Harshawardhan Parisar/Makhmalabad Naka	78	78
85	Panchvati	Panchavati Swami Vivekanand Nagar Makhamalabad	54	54
86	Panchvati	Raut Vasti Met Collage Adgaon	44	44
87	Panchvati	Vrundavan Colony Pethroad	68	68
88	Panchvati	Shivtej Nagar Peth Road	36	36
89	Panchvati	Shree Ram Nagar Borgad Mhasurul	116	91
90	Panchvati	Aadharsh Nagar	27	27
91	Panchvati	Panchavati Rohini Nagar Peth Road	67	76
92	Panchvati	Panchavati Adgaon Road Shanti Nagar	54	55

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93	Panchvati	Panchavati Gangapur Road Makhamalabad	38	38
94	Panchvati	Police Head Quatar Near Med.College Adgaon Naka	30	30
95	Panchvati	Ambika Nagar Peth Rd	27	41
96	Panchvati	Shree Swami Samarth Kendra Road Janata Raja	38	38
97	Panchvati	Manur Goan , Chatrapati Nagar	126	126
98	Panchvati	Saidham Kajigadi Old Nashik	186	186
99	Panchvati	Panchavti Mahalaxmi Mandir Mhasrul Makhamalabad	27	27
100	Panchvati	Panchavati Ganesh Colony Makhamalabad	40	37
101	Panchvati	Panchavati Saptrang Socity Peth Road	36	36
102	Panchvati	Harshwardhan Parisar Makhamalabad Naka	78	78
103	Panchvati	Aavtor Point/Bhaskar Society Rto	75	75
~~104~~	Panchvati	Juna Janori Road /Aagoan	65	65
105	Panchvati	Balkrushna Nagar/Peth Road	64	70
106	Panchvati	Maruti Mandir Stand Adgaon	81	81
107	Panchvati	Deviwagheshwary Nagar Makhamala	11	9
108	Panchvati	Omkar Nagar Peth Road	126	126
109	Panchvati	Raut Wasti Rd Met College	45	45
110	Panchvati	Banker Point Borgad	56	56
111	Panchvati	Borgad/Sambhavaji Nagar	90	90
112	Panchvati	Panchavati/Gulmohar Nagar	33	33
113	Panchvati	Aadgoan / Bhagur Road/ Hanuman Mandir	47	47
114	Panchvati	Lendi Nala Road / Aadgoan	48	48
115	Panchvati	Ghadge Nagar/Makhmalabad Road	35	35
116	Panchvati	Panchavati Kakasaheb Devdas Marg Kakasaheb Collage	79	91
117	Panchvati	Panchavati Madsangavi Road Adgaon	76	76
118	Panchvati	Shri Ram Nagar Mhasrul Borgad	116	88
119	Panchvati	Panchavati Rajya Kalyani Socity Peth Road	46	46
120	Panchvati	Samarth Nagar Rto , Anusaya Nagar	90	0
121	Panchvati	Sneha Nagar Peth Road	79	79
122	Panchvati	Gram Panchayat Matori	43	46
123	Panchvati	Mhasrul Link Road	18	18
124	Panchvati	Peth Road Ganpati Mandir	27	54
125	Panchvati	Borgad Prabhat Nagar Banker Point	42	42
126	Panchvati	Ujjwal Nagar/ Borgad	48	48
127	Panchvati	Sayyad Pimpri Road Shinde Mala	36	36
128	Panchvati	Chandrakant Gas Godown Makhmalabad Road	89	89
129	Panchvati	Thorat Mala Behind N.M.C School Makhmalabad Road	39	38
130	Panchvati	Kala Nagar Indira Nagar	92	90
131	Panchvati	Panchavati Beside Of Mirchi Hotel Dk Nagar	47	57
132	Panchvati	Panchavati Gangapur Cyanol Road Makhamalabad	65	64
133	Panchvati	Panchavati Peth Road Tawali Fhata Rau Hotel	69	69
134	Panchvati	Rudra Farm Pawar Mala	72	72
135	Panchvati	Sai Nagar,Aayodhya Nagar ,Satyang Colony	180	194
136	Panchvati	Peth Road / Meghraj Bakery	60	57
137	Panchvati	Mahadev Colony Makhmalabad Road	32	32
138	Panchvati	Peth Road / Rajmanya Society	36	36
139	Panchvati	Mahada Colony	52	53

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140	Panchvati	Shri Ram Chandra Nagar (Dindori)	69	67
141	Panchvati	Panchavati Shanti Nagar Makhamalabad Road	139	144
142	Panchvati	Peth Road / Near N.M.C. Office	36	35
143	Panchvati	Dushing Vasti / Mhasrul Vasti / Adgoan	45	45
144	Panchvati	Panchavati Nisrg Nagar Dindori Road	76	71
145	Panchvati	Shinde Bhor Vasti / Adgoan	40	40
146	Panchvati	Kalanagar Lane No. 1	33	33
147	Panchvati	Pvt/ Vaidya Wadi / Mhasrul	51	51
148	Panchvati	Jian Mandir Flora / Adgoan	40	30
149	Panchvati	Malode Vasti / Adgoan	47	47
150	Panchvati	Behind Of Adiwasi Samaj Kalyan Office	72	39
151	Panchvati	Shree Ram Hall Sainagar Amrutdham	180	145
152	Panchvati	Vardvinayak Mandir / Near K.K. Wagh College / Bali Mandir	112	112
153	Panchvati	Pvt / Vrundawan Colony Peth Road	111	111
154	Panchvati	Panchavati Gayatri Nagar Rto Corner	66	57
155	Panchvati	Mhada Colony Lane No.1	45	43
156	Panchvati	Juna Bhagur Road / Adgoan	38	38
157	Panchvati	Amrut Udyan Tauli Fata	100	102
158	Panchvati	Vidya Nagar Makhamalabad Road	90	90
159	Panchvati	Ghadge Nagar Makhamalabad Road	54	54
160	Panchvati	Chandshi Arjun Nagar	108	133
161	Panchvati	Panchavati Madake Wadi Panchkrushna Lawns Adgaon	65	65
162	Panchvati	Panchavati Ganpati Mandir Konark Nagar Adgaon	42	42
163	Panchvati	Nanawali Darbar Road Nashik	80	80
164	Panchvati	Pvt/Shivaji Chowk / Adgoan	44	44
165	Panchvati	Tarawala Signal To Peth Link Road	19	19
166	Panchvati	Panchavati Shivaji Chouk Amar Dham	54	54
167	Panchvati	Gulmohar Nagar Mhasrul Police Chowki	31	31
168	Panchvati	Panchavati Smashan Bhumi Road Mhasrul	54	54
169	Panchvati	Mehta Farm Mhasrul Adgaon	18	18
170	Panchvati	Panchavati Uday Nagar Makhamalabad Road	46	46
171	Panchvati	Wadala Naka Khureshi Nagar Nashik	86	91
172	Panchvati	Rama Hotel Dindori Road	57	57
173	Panchvati	Nath Krupa Lawns Dindori Road	50	50
174	Panchvati	Panchavati Swami Samarth Nagar Makhamalabad Road	80	83
175	Panchvati	Godavari Hotel Mhasrul Dindori Road	45	45
176	Panchvati	Panchavati Nandanvan Chandshi	68	67
177	Panchvati	Adgaon Shiwar Datta Mandir	40	40
178	Panchvati	Panchavati Samarth Nagar Makhamalabad Link Road	30	30
179	Panchvati	Dindori Road	18	37
180	Panchvati	Shiv Samarth Nagar Rto	28	28
181	Panchvati	Godavari Lawns Pawar Mala	54	54
182	Panchvati	Raut Mala Dhatrak Fata	96	75
183	Panchvati	Suraywanshi Mala Mhasrul Gaon	57	30
184	Panchvati	Panchavati Fule Nagar Samrat Nagar	113	110
185	Panchvati	Pvt/Hero Garden/ Opp.Jatra Garden	60	60
186	Panchvati	Ganesh Nagar Rto Corner	34	35

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187	Panchvati	Matru Darshan Soc (2096)	25	35
188	Panchvati	Omkar Farm Mhasrul Adgaon Road	60	54
189	Panchvati	Sarasvati Nagar Adgaon	31	32
190	Panchvati	Swami Janaradhan Nagar Shinde Nagar Kumawat Nagar	51	53
191	Panchvati	Shivaji Chowk Mhasrul Take	18	24
192	Panchvati	Tamboli Nagar	36	37
193	Panchvati	Takle Nagar Shree Krushan Nagar	36	37
194	Panchvati	Vijay Nagar Adgaon Naka	67	69
195	Panchvati	Panchavati Ramwadi Road	90	129
196	Panchvati	Bahinabai College Hotel Sai	36	36
197	Panchvati	Panchavati Kunj Vihar Colony Hirawadi	36	36
198	Panchvati	Pvt/ Ramwadi/Adarsh Nagar / Koushalya Nagar Road	90	89
199	Panchvati	Fule Nagar / Navnath Nagar	49	49
200	Panchvati	Jatra Hotel /Shree Kantimani Vihar /Jain Temple	36	36
201	Panchvati	Pvt/Taraval Nagar Raod To Ayodhya Nagar	60	58
202	Panchvati	Pvt/Tapovan	36	58
203	Panchvati	Pvt/Konark Nagr/Behind Jatra Side	100	98
204	Panchvati	Pvt/Aurangabad Naka To Mirchi Hotel/Adgoan	36	144
205	Panchvati	Ekta Nagar Borgad Front Of Sai Bhakt Apartment	84	84
206	Panchvati	Konark Nagar Jatra Hotel	161	157
207	Panchvati	Pvt/Hirawadi Raod/Om Nagar	36	35
208	Panchvati	Panchavati Konark Nagar Jatra Hotel	63	62
209	Panchvati	Omkar Nagar Rto Corner	35	36
210	Panchvati	Pvt/Gaund Wadi/Laxsheman Nagar/Fule Nagar	90	75
211	Panchvati	Godavari River Godavari Road	36	26
212	Panchvati	Pvt/Adgaon Medical Collage	48	48
213	Panchvati	Audumbar Nagar	48	49
214	Panchvati	Pvt/Pokar Colony/Rto Corner	80	55
215	Panchvati	Vadane Colony Mhasrul	27	27
216	Panchvati	Kumavat Nagar Shinde Nagar	36	34
217	Panchvati	Nilagiri Baug Kailas Nagar	29	27
218	Panchvati	Hira Wadi Dharmadhikari Marg	36	36
219	Panchvati	Pvt/ Lamkhede Mala	54	43
220	Panchvati	Panchavati Seeta Gufa Kalaram Mandir	85	84
221	Panchvati	Trimurti Nagar Bappa Sitaram Marg	54	55
222	Panchvati	Dindori Road Gajpanth Nagar	18	36
223	Panchvati	Pvt/Pawar Mala	54	54
224	Panchvati	Saraswati Nagar	43	43
225	Panchvati	Panchavati Pawar Mala	36	36
226	Panchvati	Bhagwati Nagar To Tarawal Nagar Road	108	59
227	Panchvati	Sharyu Nagar	36	36
228	Panchvati	Ujjawal Nagar Borgad	29	29
229	Panchvati	Lamkade Mala Tarawala Nagar	20	13
230	Panchvati	Shree Ram Nagar Garden Dindori Road	90	55
231	Panchvati	Lamkade Mala Pulasti Soc.	21	16
232	Panchvati	Amrutdham Near/Mambai Agra Highway	25	29
233	Panchvati	Dindori Road Police Chowki	54	46

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234	Panchvati	Dhanlaxshme Tower/Omkar Nagar/Near Lamkheda Mala	72	47
235	Panchvati	Panchavati Samrth Nagar Jatra Hotel	31	32
236	Panchvati	Panchavati Sumati Socity Raka Colony	62	73
237	Panchvati	Panchavati Janardhan Swami Math Aurangabad Naka	17	68
238	Panchvati	Panchavati Sushila Nagar	54	54
239	Panchvati	Rau Hotel Makhamalabad Road	18	18
240	Panchvati	Panchavati Dhatrak Nagar Karmyogi Nagar	8	8
241	Panchvati	Swami Nagar Rto	36	38
242	Panchvati	Near Mahadev Mandir Pawar Mala	18	19
243	Panchvati	Goraksh Nagar Garden	12	16
244	Panchvati	Pvt/Vajreshwari Zopadpatti /Near Tarawal Nagar	65	20
245	Panchvati	Pvt/Saptshrungi Mala/Lamkhede Mala	41	27
246	Panchvati	Dhanlaxshme Tower/Omkar Nagar/Near Lamkheda Mala	72	47
247	Panchvati	Adgaon Rokade Vasti	67	63
248	Panchvati	Lokdhara Socity 2 / Konark Nagar	20	20
249	Panchvati	Tadge Vasti-Makhamalabad	54	54
250	Panchvati	Lokdhara Socity 1 / Konark Nagar	36	13
251	Panchvati	Gamane Mala Makhamalabad Road	24	24
252	Panchvati	Ganesh Market Road / Vrundavan Nagar	75	72
253	Panchvati	Gajanan Colony-Kranti Nagar / Makhamalabad Road	61	52
254	Panchvati	Sawta Mali Nagar / K.K.Wagh Collage	29	30
255	Panchvati	More Mala Uday Colony Makhamalabad Road	36	37
256	Panchvati	Pvt/Mama Mungi Mangal Karyalay / Raload Family Resturent	10	11
257	Panchvati	More Mala Uday Colony Makhamalabad Road	36	37
258	Panchvati	Pvt/Krushana Nagar More Mala	86	101
259	Panchavti	Durga Nagar Water Tank	35	39
260	Panchavti	Bus Stop Makhmalabad	43	49
261	Panchavti	Ramchandar Colony	71	82
262	Panchavti	Shreenath Mariage Home Dindori Rd	51	51
263	Panchavti	Mamamala Makhmalabad	40	40
264	Panchavti	Purshotam Villa Makhmalabad	52	52
265	Panchavti	Sidhivinayak Store	49	50
266	Panchavti	Dindorird Dabhade Jewrals	43	63
267	Panchavti	Martori Rd Makhmalabad	35	36
268	Panchavti	Vithai Nagar	45	47
269	Panchavti	Mhasrul Police Station	20	40
270	Panchavti	Guru Hanuman Nagar , Suraj Kakad Mala	40	40
271	Panchavti	Mankar Mala Pathan Line	21	21
272	Panchavti	Prasad Nagar	65	65
273	Panchavti	Gopiwadi	40	42
274	Panchavti	Sanjay Padewar Canal Rd	40	40
275	Panchavti	Water Tank Borgad	17	23
276	Panchavti	Ghosi Nala	56	56
277	Panchavti	Ahsaram Bapu Brigde	36	69
278	Panchavti	Ghandhar Wadi	14	14
279	Panchavti	Umadrashan Kala Nagar	26	26
280	Panchavti	Adharsh Nagar	22	22
281	Panchavti	Prabhat Nagar	39	39
282	Panchavti	Pushpak Nagar	41	41
283	Panchavti	Rau Chowk	23	37

2020

284	Panchavti	Omkar Nagar	127	131
285	Panchavti	Suryavanish Rd	59	59
286	Panchavti	Shivtej Nagar	49	51
287	Panchavti	Veduwadi	91	91
288	Panchavti	Mhasrul Gaon	92	92
289	Panchavti	Kakasaheb Devdas Marg	96	96
290	Panchavti	Mehta Farm	30	30
291	Panchavti	Aurangabad Rd	42	128
292	Panchavti	Goraksh Nagar	29	43
293	Panchavti	Aurangabad Rd	39	111
294	Panchavti	Rajbihari Link Rd	34	35
295	Panchavti	Goraksh Nagar	43	51
296	Panchavti	Nandur Naka	122	128
297	Panchavti	Vetalbaba Mandir Aurangabad Rd	59	162
298	Panchavti	Shankar Nagar	24	26
299	Panchavti	Ram Nagar	15	15
300	Panchavti	Vrundavan Colony	114	118
301	Panchavti	Ved Colony	27	27
302	Panchavti	Nandur Naka Aurangabad	18	42
303	Panchavti	Suryavanish Nagar	45	45
304	Panchavti	Gulmohar Colony	144	153
305	Panchavti	Mahaveer Clg	69	69
306	Panchavti	Mhasrul Adgoan Rd Omkar Farm	53	53
307	Panchavti	Vijay Nagar Dindori Rd	46	51
308	Panchavti	Mahanagarpalika Kama Peth Rd	53	53
309	Panchavti	Girrani Phata Peth Rd	38	38
310	Panchavti	Amritvan Udyaan Peth Rd	116	117
311	Panchavti	Karbharishinde	31	31
312	Panchavti	Mhasrul Alandi Rd	28	28
313	Panchavti	Mauli Devsthan	35	35
314	Panchavti	Nisarg Rowhouse	41	41
315	Panchavti	Rajmanya Soc. Peth Rd	36	36
316	Panchavti	Sidhivinayak Nagar	10	10
317	Panchavti	Balkrushn Nagar	57	57
318	Panchavti	Swamivivekanad Nagar	74	74
319	Panchavti	Anandidham Soc.	89	89
320	Panchavti	Pingle Colony	11	11
321	Panchavti	Pingle Malamakhmalabad Rd	76	76
322	Panchavti	Ashwamegh Nagar	97	97
323	Panchavti	Geetganga Soc.	56	56
324	Panchavti	Gamhe Mala	24	24
325	Panchavti	Ganesh Colony Cancer Hospital	43	43
326	Panchavti	Sahara Nagar	29	29
327	Panchavti	Ramkrushn Nagar	50	50
328	Panchavti	Karishma Apt.	125	125
329	Panchavti	Swami Nagar Makhmalkabad	59	59
330	Panchavti	Koliwada Makhmalabad Rd	65	65
331	Panchavti	Sahara Nagar Rd	30	30
332	Panchavti	Makhmalabad Goan	178	178
333	Panchavti	Mali Nursary Makhmalabad Goan	34	34
334	Panchavti	Dindori Rd	19	38
335	Panchavti	Wardai Mata Nagar	80	80
336	Panchavti	Archana Industry Sawarkar Nagar	105	105

2021

337	Panchavti	Amardham Devi Mandir	41	41
338	Panchavti	Gayatri Nagar Pokar Nagar	109	109
339	Panchavti	Ajeet Tadge Vasti	16	16
340	Panchavti	Dindori Rd	6	12
341	Panchavti	Jam0Ohar Matori Rd	33	33
342	Panchavti	Nisarg Nagar	69	69
343	Panchavti	Shivsamarth Nagar Durga Nagar	73	74
344	Panchavti	Dharmbakhti Resendency	27	54
345	Panchavti	Karn Nagar	56	56
346	Panchavti	Gangawadi Rd Mali Baba	56	56
347	Panchavti	Aaradhya Nagar Banglow	50	50
348	Panchavti	Atharv Soc.	20	20
349	Panchavti	Ganesh Nagar Gangawadi Rd	22	22
350	Panchavti	Canal Rd Tanaji Pingle	62	62
351	Panchavti	Vadhe Colony	117	117
352	Panchavti	Pragati Nagar	27	36
353	Panchavti	Hirawadi Shakti Nagar	75	75
354	Panchavti	Madhuban Umadrashan Soc.	27	27
355	Panchavti	Kailas Nagar	54	54
356	Panchavti	001 Shirsagar Colony Hirawadi Rd	59	59
357	Panchavti	Kailas Nagar -2	24	24
358	Panchavti	Vijay Chouk Fule Nagar	93	93
359	Panchavti	Krushana Nagar More Mala	101	101
Total			**19825**	**20451**

2028

2024

TP LUMINAIRE

TPLL-NMC-SC/08-034 **Date: 28/12/2019**

To,
Executive Engineer,
Nashik Municipal Corporation.
Nashik

Kind Attn: Sh. Devendra Vanmali (E.E. - Electrical)

Subject: Submission of Operation Plan (submitted on email on 13/11/2019)

Reference-

1. Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system.
2. TPLL-NMC-SC/08-009 Dated 23/10/2019
3. Email Submission of 13/11/2019

Dear Sir,

With reference to the subject mentioned above, we hereby submit the revised operation plan for Nasik Smart lighting Project. The email submission for the same has been done on 13th Nov 2019. The submission in hard copy is for reference purpose only.

This is for your information.

For TP Luminaries Pvt. Ltd

Authorized Signatory

TP Luminaires Pvt. Ltd. * NASHIK *

विद्युत विभाग
क्रमांक 9660
दिनांक 30 12 19

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

2022

Nasik Smart City Street light Project Zero Date: LOI Date, 18/9/2019

Division-Nashik East,Nashik West,New Nashik,Nashik Road,Panchvati,Satpur

S. No.	Division	Tasks	Major Dependency	CCMS Panel	Light Fittings Nos.	Start Date	End Date	Days
		Project work for Replacement of Light(400w/250w/150w/110w/70w/60w/T-5) &		1840	92,014	23-Sep-19	20-May-20	244
1		Resource Moblization at NMC Site by TATA PROJECTS LIMITED				23-Sep-19	7-Oct-19	14
2		Safety training to resources				23-Sep-19	21-Oct-19	28
3		Survey of blank pole & report submission to NMC for asset deficiency upgradation if required			5680	30-Sep-19	7-Oct-19	7
4		Infra improvement of blank poles if required to be done by NMC			5680	7-Oct-19	21-Oct-19	14
5		Factory inspection call, testing, approval by NMC before dispatch			5680	10-Oct-19	10-Oct-19	1
6		Dispatch of luminaires	Factory inspection		5680	14-Oct-19	21-Oct-19	7
7		Delivery of Luminaires	Factory inspection		5680	14-Oct-19	21-Oct-19	7
8		Installation on blank poles with New LED Luminaries	Delivery of Fixtures by BEL		5680	21-Oct-19	15-Nov-19	25
9		Arrangement of lineman by NMC during survey of poles			92014	21-Oct-19	15-Nov-19	25
10		Survey of balance qty of fixtures	Lineman availability of	1840	92014	30-Sep-19	22-Nov-19	53
11		Submission of weekly asset deficiency report alongwith back up Survey Report to NMC	Completion of Survey reports	1840	92014	7-Oct-19	28-Nov-19	52
12		Verification of the survey reports & infra improvement in line with survey findings by NMC	Submission of Deficiency			14-Oct-19	30-Dec-19	77
13		Redesigning/ load balancing of switching points by NMC/MSEDCL as per survey findings	Submission of Survey Reports			2-Dec-19	6-Jan-20	35
14		Separation of any other connected load other than NMC Specific Streetlight or Highmast load				2-Dec-19	6-Jan-20	35
15		Number Marking of poles and CCMS panels	Survey Completion	1840	80685	28-Oct-19	26-Jan-20	90
16		Submission of Bajaj data sheets/test report/panel diagrams to NMC		1840	92014	30-Sep-19	7-Oct-19	7
17		submission of BEL design architecture including details on comm network & cloud platform				30-Sep-19	14-Oct-19	14
18		Factory inspection call, testing, approval from NMC for pending luminaires	Approval from Client on Final	1840	0	15-Nov-19	15-Nov-19	1
19		Dispatch of luminaires	Factory inspection			16-Nov-19	6-Apr-20	142
20		Delivery of Luminaires	Factory inspection		86334	16-Nov-19	6-Apr-20	161
21		Verification by TPL on infra improvement/earthing in place by NMC	Deficiency rectification by		92014	21-Oct-19	31-Mar-20	162
22		Replacement of Existing Conventional Luminaries with New LED Luminaries	Deficiency rectification by		86334	16-Nov-19	30-Apr-20	166
23		Delivery of CCMS Panels	Factory inspection		1840	6-Jan-20	31-Mar-20	85
24		Installation of new CCMS Panels	Delivery of Panels		1840	8-Jan-20	30-Apr-20	113
25		Commissioning of CCMS panels	Installation of CCMS Panels			8-Jan-20	30-Apr-20	113
26		Providing space for command & control centre by NMC				25-Nov-19	16-Dec-19	28
27		Setting up command & control centre by TPL				25-Nov-19	16-Dec-19	28
28		Setting up of 24*7 centralised help desk				25-Nov-19	16-Dec-19	28
29		Sertting up of cloud based CSLMS	Commissioning of CCMS			25-Nov-19	16-Dec-19	28
30		Alert monitoring & monthly reporting				4-Nov-19	13-Apr-20	161
31		Signing off of Joint Measurement Sheet by TPL/NMC/TPEA				10-Dec-19	18-May-20	160
32		Operation & Maintenance						
33		Submission of Invoice						
34		Payment by NMC						

Project Duration-244 Days

Project closure date: 20th May 2020

23-Sep-19 | 30-Sep-19 | 7-Oct-19 | 14-Oct-19 | 21-Oct-19 | 28-Oct-19 | 4-Nov-19 | 11-Nov-19 | 18-Nov-19 | 25-Nov-19 | 2-Dec-19 | 9-Dec-19 | 16-Dec-19 | 23-Dec-19 | 30-Dec-19 | 6-Jan-20 | 13-Jan-20 | 20-Jan-20 | 27-Jan-20 | 3-Feb-20 | 10-Feb-20 | 17-Feb-20 | 24-Feb-20 | 2-Mar-20 | 9-Mar-20 | 16-Mar-20 | 23-Mar-20 | 30-Mar-20 | 6-Apr-20 | 13-Apr-20 | 20-Apr-20 | 27-Apr-20 | 4-May-20 | 11-May-20 | 18-May-20 | spill | 18.01.17

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TP LUMINAIRE

TPLL-NMC-SC/08-0033 **Date: 28/12/2019**

To,
Executive Engineer,
Nasik Municipal Corporation.
Nasik

Kind Attn: Sh.DevendraVanmali (E.E. - Electrical)

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system.**Street Light InfraDeficiency clearance.**

Reference-

1. Meeting held at Hon' Municipal commissioner office on 26th Nov 2019.

Dear Sir,

With respect to the above mentioned subject, and meeting held under Hon'bleCommissioner NMC in their office on 26th Nov 2019, it was instructed us for installation of 25000 nos. of LEDs by December End and TPLL will get full support from NMC by clearing Infra Deficiency on urgent basis.We would like to inform your good office that on good faith, we mobilized Second Installation Contractor to speed up and complete the work on schedule.

Further to update, We have submitted Pole Survey report of more than 75000 Nos.and Poles where Infra Deficiency are urgently required to be rectified are in excess of 25000 Nos(app.)Where as, as on date we had received clearance of 4000 nos. of Poles after proper rectification work is being completed by NMC Contractors.

Thus we request your intervention so that we timely get work front for installation and completing the work as per instructions of Hon'ble Commissioner Sir, as any delay in providing us front will lead to idle manpower and machinery and delay in delivery of work from our end.

Assuring our Best of Services at all the Times.

विद्युत विभाग
आवक नं. ...९५७६
दिनांक- 30/12/2019

For TP LuminariesPvt. Ltd

Authorized Signatory

TP Luminaires Pvt Ltd Nashik Project

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mahima Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

2030

2039

नाशिक महानगरपालिका,नाशिक
जा.क्र./विद्युत/वशि/ 08 /२०२०
दिनांक: 02/ 01 /२०२०
NMC/ELECMECH/OWA/2020/

प्रति,
उप अभियंता(विद्युत),
पंचवटी / नाशिक पश्चिम विभाग,
नाशिक महानगरपालिका,नाशिक.

विषय : नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे बाबात.
संदर्भ : १) आपले पत्र दि.२९/०८/२०१९
२) आपले पत्र दि.३०/१२/२०१९

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट लाईटींग प्रकल्प राबविणे या कामाची संपुर्ण नस्ती (Soft Copy) सोबत जोडली आहे. सदरच्या कॉपीमध्ये मुळ टिपणी, RFP, निविदा अटी-शर्ती, करारनामा, कार्यादेश इत्यादी तसेच सर्वच कागदपत्रांच्या सॉफ्ट कॉपी आहेत.

आपल्या आवश्यकतेप्रमाणे त्याच्या प्रती पंचवटी व नाशिक पश्चिम विभागीय कार्यालय इत्यादी ठिकाणी कामकाजासाठी वापर करावा तसेच प्रकल्प लवकरात लवकर पुर्ण होणेसाठी आवश्यक कार्यवाही करावी.

1/1/2020
कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका,नाशिक

प्रत माहितीस्तव सादर :
मा.अधिक्षक अभियंता (वि.- यां.)

2032

2033

नाशिक महानगरपालिका,नाशिक
जा.क्र./विद्युत/वशि/ /२०१९
दिनांक: 30/ 12/२०१९

प्रति,
मा.कार्यकारी अभियंता (वि.),
नाशिक महानगरपालिका,नाशिक.

विषय : नाशिक शहरात लावणेत येत असलेल्या एल.ई.डी. फिटींग बाबत..
संदर्भ : मा.श्री.गजानन शेलार नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी मनपा नाशिक यांचे पत्र क्र.८० डिसेंबर २०१९.

महोदय,

नाशिक शहरात टाटा पॉवर लिमीटेड मार्फत एल.ई.डी. फिटींग लावणेत येत असून सदर बाबत उपरोक्त संदर्भानुसार मा.श्री.गजानन शेलार नगरसेवक तथा गटनेते राष्ट्रवादी काँग्रेस पार्टी मनपा नाशिक यांनी लेखी पत्राव्दारे, नाशिक शहरात लावणेत येत असलेल्या एल.ई.डी. फिटींगच्या मंजूर झालेल्या टेंडरची व त्याअनुशंगाने झालेल्या कराराची प्रत मिळणे बाबत मागणी केलेली आहे. त्याचप्रमाणे प्रत्यक्ष काम करते वेळेस आवश्यकता असल्याने उप अभियंता(पंचवटी/नाशिक पश्चिम) करीता मी देखील यापुर्वी मागणी केलेली आहे. अद्याप मला देखील प्रत मिळालेली नाही. त्यामुळे मा.सदस्य यांना माहिती देता येत नाही. तरी कृपया उप अभियंता(पंचवटी/नाशिक पश्चिम) करीता व मा.सदस्यांना देणेकरीता असे दोन सेट मिळणेस विनंती आहे.

उप अभियंता(पंचवटी/नाशिक पश्चिम)
30/12/2019
नाशिक महानगरपालिका,नाशिक

श्री भोकले
सहित प्रत
उपलब्ध करुन द्यावी
3/1/2019

2038

2039

दि. २९/ ८/ २०१९

प्रति,
मा.कार्यकारी अभियता (वि.)
मनपा नाशिक.

विषय :- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

नाशिक शहरात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प स्ट्रीट लाईट प्रकल्प राबविणे बाबत काल कामाचे नियोजना संदर्भात चर्चा झाली. त्याअनुषंगाने सदर कामाचा कार्यादेश, करारनामा, निविदा अटीशर्ती इत्यादी कागदपत्रांच्या छायांकित प्रती,नाशिक पश्चिम विभाग व पंचवटी विभाग करीता असे दोन विभागाकरिता स्वतंत्ररित्या मिळाल्यास त्याप्रमाणे कामकाज करणे योग्य होईल.

आपला विश्वासू

उप अभियंता(विद्युत)
पंचवटी व पश्चिम विभाग
नाशिक मनपा, नाशिक

विद्युत विभाग
आवक नं. ...१०३९
दिनांक- २९/ ८/२०१९

श्री कोकले
रेखा
29/8/19

203E

2039

Date: - 23rd Dec, 2019

To,
M/s Bajaj Electricals Ltd
Mumbai
Contact Person: Mr Amit Bhalla/ Mr. Milind Nagraj

Sub:- Nashik Smart Lighting project
Ref:- **1.** LOI reference: TPL/UI/SCM/Nashik/02 dated 17th September 2019
2. Meeting held on 29.11.2019 and 20.12.2019 at TPL RO

Dear Sir,

This is with reference to the above mentioned LOI for the subject work at Nashik.

Though we have lost 1/3rd of the contractual Timeline for implementation of the Project, no significant progress is seen in all the three fronts viz Design completion, LED supply & finalization of Smart Control solution inspite of regular follow-up by TPL Team & NMC, we are facing inordinate delay in our project execution because of BEL's failure to take care of its deliverables and also as a result of which TPL has received show cause notice from NMC.

BELs current performance has put up multiple challenges for TPL. Namely –

1) Delay in luminaire deliveries

Wattage of Luminaire	Material Readiness Commitment received from Bajaj Electricals on 29 Nov 2019 Total Qty to be delivered till 22.12.19	STOCK RECEIVED TILL 23.12.19
30W	13686	5915
40W	4000	
55W	19180	8931
85W	4625	2485
110W	2000	
170W	800	
Total	44291	17331

TATA PROJECTS LIMITED
One Boulevard 2nd 3rd & 4th Floor Lake Boulevard Street Powai Mumbai 400 076
Tel + 91 22 6740 2900 Fax + 91 22 2570 0174
e-mail tplmumbai@tataprojects.com www.tataprojects.com
Registered Office Mithona Towers -I 1-7-80 to 87 Prenderghast Road Secunderabad 500 003 Telangana India
Tel + 91 40 6623 8801 Fax + 91 40 6617 2535 e-mail tpl@tataprojects.com www.tataprojects.com CIN U45203TG1979PLC05743

2) Design Submissions :
It was committed that design submissions will be completed by 18th Dec 2019 whereas till date only 28k designs have been submitted. Approx. 60k designs are still pending. Furthermore, the design issues with NMC on A1/A2 categorisation has still not been resolved.

3) Control Panels & Dash board.
Inspite of various follow up from TPL, BEL has failed to deliver a mature smart solution for the Nashik Project. Many of GLM+ILM monitoring tool, features & reports which are critical to TPL performance are still under development. On two occasions, BEL demo was arranged but on both the occasions BEL failed to take care of the shortcomings highlighted by TPL.

In light of the above & in the better interest of the project, we urge BEL to shift their entire focus on Design submission & supply of luminaires so that the Project can be completed in stipulated time frame as per LOI. Please submit a detailed completion schedule for the design submission and supply of luminaires by 27th Dec 2019.

And In the above scenario, we are forced to de-scope the control & dash board part of the project from BEL & get it done through other competent Agencies at the risk & cost of BEL.
Also it should be noted that If BEL's performance for Luminaires is not improved to suit the project requirement, TPL will be forced to take further de-scoping action for the Luminaires in part or full at the risk & cost of BEL.

Thanking You,

Yours Faithfully,
For **TATA PROJECTS LIMITED**

AMITAVA CHAKRABORTY
HEAD SCM - UI

2039

Mohapatra, Ayushman

From: Amol Nisal <amolnisal@tataprojects.com>
Sent: Monday, December 30, 2019 12:48 PM
To: Project Coordinator
Cc: Mohapatra, Ayushman; Sodhani, Shubham, Abhishek Das
Subject: FW: Nashik Smart Lighting project - BEL
Attachments: BEL_Letter_Controls descope_23.12.2019.pdf

Hi Shubham/Ayushman,
As discussed forwarding you the email sent to NMC for your information
Regards,

From: Abhishek Das <abhishekdas@tataprojects.com>
Sent: Tuesday, December 24, 2019 5:46 PM
To: ee_electrical@nmc.gov.in
Cc: se_mech@nmc.gov.in; Ravishankar Chandrasekaran <ravishankarc@tataprojects.com>; Rajendra Inani <rajendrai@tataprojects.com>; Amol Nisal <amolnisal@tataprojects.com>
Subject: Fwd: Nashik Smart Lighting project - BEL

Dear Sir,

Kindly refer today's discussion at NMC premises regarding the descoping of Lighting Controls from Bajaj Electricals Limited for Nashik Smart Street Lighting project .

Please find attached letter sent to M/s Bajaj Electricals Limited from Tata Projects Limited

As discussed ,we are going ahead with the demonstration of the alternate vendor on 30th December . Post your approval we will start deployment of their services for the smart controls in Nashik

Sincere Regards,

Abhishek Das

Get Outlook for Android

From: Sumit Raina <sumitr@tataprojects.com>
Sent: Monday, 23 December, 2019, 7:26 PM
To: Milind Nagraj; amit bhalla@bajajelectricals.com
Cc: Amitava Chakraborty; Amol Nisal; Sachin Tandon; Abhishek Das; Viral Parekh; Rajendra Inani; Sugato Mukherjee; Bhagade – Adit Suchita; LUM Circle Head North & West (R[redacted]l Mahanoori); Shakti Leekha; Manu Bhardwaj
Subject: Nashik Smart Lighting project - BEL

Dear All

With reference to the Nashik Smart Lighting Project, Please find enclosed the Communication regarding de-scoping of the Controls from M/s Bajaj Electricals Ltd

Best Regards,

Sumit Raina
Manager - SCM
TATA Projects Ltd.
B - 304 | 3rd Floor | Delphi | Orchard Avenue |
Hiranandani Gardens |
Powai | Mumbai - 400076 | India |
Dir : 022-68473005
Mob : +91 8879776898
Email: sumitr@tataprojects.com
Website: www.tataprojects.com

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KPMG Advisory Services Private Limited
Lodha Excelus
1st Floor, Apollo Mills Compound
N. M. Joshi Marg, Mahalaxmi
Mumbai – 400 011, India

Telephone: +91(22) 3989 6000
Fax: +91 (22) 3983 6000
Internet: www.in.kpmg.com/in
Email: indiawebsite@kpmg.com

Letter no: PMC/ 736/2019-20

Date: 9th January 2020

To,
The Executive Engineer
Electrical department
Nashik Municipal Corporation
Nashik

Subject: Reply to your email dated December 31, 2019 requesting PMC's opinion

Ref:

1. Smart Street Light project in Nashik
2. Email from The Executive Engineer, Electrical, NMC to PMC dated December 31, 2019 at 5.56 pm requesting PMC's opinion

Dear Sir

This is in reference to your email dated December 31, 2019 requesting PMC's opinion on the request made by TPL to descope controls and dashboard component from present OEM and transfer the same to 'alternative vendor'.

After perusing the RfP, bid submission by concessionaire, contract agreement signed between concessionaire and authority; and request by concessionaire to descope controls and dashboard component from present OEM and transfer the same to 'alternative vendor'; it is noted that there is no negative covenant or restriction as to the change of OEM by Concessionaire. Hence, there does not appear to be any restriction in terms of the RFP or the Agreement with respect to the Concessionaire to change the OEM.

Regards

Dhande 09/01/2020

Harshad Dhande
Project Director
KPMG Advisory Services Private Limited

विद्युत विभाग
आवक नं. ....४७...
दिनांक- ०९/०१/२०२०

CC:
CEO, NMSCDCL for information

श्री कोमल
Smart Lighting कैंप
9/1/2020

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TP LUMINAIRE

TPLL-NMC-SC/08-039 **Date: 11/01/2019**

To,
Executive Engineer,
Nasik Municipal Corporation.
Nasik

Kind Attn: Sh. Devendra Vanmali (E.E. - Electrical)

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system. **Regarding Submission of third party reports for LED light fixtures.**

Dear Sir,

With reference to the subject mentioned above, we hereby submit the third party inspection reports for LED luminaries.

The reports are attached as annexure to this letter and as per below wattage.

1. BRTFG 110 W
2. BRTFG 170 W
3. BRTFG 210 W

For TP Luminaries Pvt. Ltd

Authorized Signatory.

विद्युत विभाग
आवक नं. ....66..
दिनांक- 15/01/2020

Sh Bhasale
Smart light file
15/1/20

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

AMIT TEST AND CALIBRATION CENTRE

(NABL ACCREDITED LABORATORY)

Kh.No. 45/14,17 & 45/6 & 7, Village Prahaladpur Bangar, Near Kali Mata Mandir, Delhi-110042
Ph.: +91-9871727340, 9911196977 Email : amittestcc2@gmail.com Website : www.atncc.in

TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121302 *Issue Date: 23/12/2019*
ULR-TC558419200002286P

Manufacturer's Name and Address:	**BAJAJ ELECTRICALS LTD** GAT NO. 603 TO 607, VILLAGE MAHALUNGE, TALEGOAN ROAD, CHAKAN, PUNE, MAHARASHTRA,MAHARASHTRA,India,410501
Applicant's Name and Address:	**BAJAJ ELECTRICALS LTD** GAT NO. 603 TO 607, VILLAGE MAHALUNGE, TALEGOAN ROAD, CHAKAN, PUNE, MAHARASHTRA,MAHARASHTRA,India,410501
Testing laboratory's Name and address:	**Amit Test And Calibration Centre (Unit 2)** Kh.no. 45/14,17 & 45/6 & 7 Village Prahaladpur Bangar, Near Kali Mata Mandir,Delhi-110042
Receipt/Job No.:	2019121302 *Date of receipt:* 13/12/2019
Document No.:	7.8F-01
Party Ref. No.:	N/A
Test specification:	Customer Requirement
As per Standard:	LM-79-08, IS/IEC 60529: 2001, IEC 60598-2-3:2002, IEC 61000-4-5 & IEC 60068-2-6
Test item Description:	LED STREET LIGHT
Trade Mark/Brand:	BAJAJ
Model Name/Number and Type:	BRTFG 110W LED WH A-DIM NS N
Ratings:	120V-270~, 110W, 50Hz

SUPPLEMENTARY INFORMATIONS

a) Reference to sampling procedure, wherever applicable :	N.A.
b) Supporting documents for the measurements taken and results derived like graphs, tables, sketches and/or photographs, as appropriate to test report, if any [To be attached]:	Page No. 2
c) Deviation from the test methods as prescribed in relevant ISS/ work instructions	NIL

Tested by:	**Issued by:**
Testing Engineer: RAKESH KUNDU	**Quality Manager: RAJIV JADON**
Date: 23/12/2019	**Date: 23/12/2019**

AMIT TEST & CALIBRATION CENTRE 45/14 Prahalad Pur Bangar Delhi-110042

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019
ULR-TC558419200002286P

Table – List of Attachments

Attachment No.	Attachment Description	Page No.
Attachment No. 1	Luminous Intensity Distribution Curve	10
Attachment No. 2	Spectrum Test Result	11
Attachment No. 3	Photo Document	12

Possible test case verdicts:

- test case does not apply to the test object	N/A
- test object does meet the requirement	P (Pass)
- test object does not meet the requirement	F (Fail)

Condition of samples	Working
Testing	
Date of receipt of test item	13/12/2019
Date(s) of performance of tests	From 13/12/2019 to 21/12/2019
Laboratory conditions	
Ambient Temperature	27±2°C
Ambient Humidity	50±5% Rh

General remarks:

1. The test results presented in this report relate only to the object tested.
2. This report shall not be reproduced, except in full, without the written approval of the Issuing testing laboratory.

Tested By **Approved By**

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019
ULR-TC558419200002286P

Details of Test Equipment Used

Equipment Calibration status:

S. No.	Equipment Detail	Model	Equipment ID	Calibration Status	Valid up to	Calibrated By
1.	C Type Gonio-photometer – GO-R5000 with total Spectral Radiant Flux Lamp (86.41V,7.255A,omni-directional)	D908S	ATCC-179(D)	Valid	18/01/2020	NPL, India
2.	Digital Power Meter	PF310	ATCC-179(A)	Valid	01/05/2020	C&I Calibrations Pvt. Ltd.

Tested By

AMIT TEST & CALIBRATION CENTRE 45/14 Prahalad Pur Bangar Delhi-110042

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019
ULR-TC558419200002286P

Details of Tests Performed and Result

S. No.	Test Parameter	IES No. and Cl. No.
1.	Input RMS AC Voltage	IES LM79-08/Cl. No.: 8.0
2.	Input RMS AC Current	IES LM79-08/Cl. No.: 8.0
3.	Input AC Power	IES LM79-08/Cl. No.: 8.0
4.	Power factor	As per customer's request
5.	Frequency	IES LM79-08/Cl. No.: 8.0
6.	Total Luminous Flux	IES LM79-08/Cl. No.: 9.0
7.	Luminous Intensity Distribution	IES LM79-08/Cl. No.: 10.0
8.	Luminous Efficacy	IES LM79-08/Cl. No.: 11.0
9.	Chromaticity Coordinates	IES LM79-08/Cl. No.: 12.0
10.	Correlated Colour Temperature	IES LM79-08/Cl. No.: 12.0
11.	Colour Rendering Index	IES LM79-08/Cl. No.: 12.0

Tested By

AMIT TEST & CALIBRATION CENTRE 45/14 Prahalad Pur Bangar Delhi-110042

Approved By

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019
ULR-TC558419200002286P

Cl. No.	Test / Requirement name	Test result/ observation
8.0	Electrical Instrumentation The Electrical Characteristics measured for AC Powered SSL Products are	
	1. Input RMS AC Voltage	239.43V
	2. Input RMS AC Current	0.4651A
	3. Input AC Power	109.66W
	4. Power Factor	0.9846
	5. Frequency	50.09Hz
9.0	Total Luminous Flux	14468 lm
10.0	Luminous Intensity Distribution	See attachment no. 1
11.0	Luminous Efficacy	131.93 lm/W
12.0	Color Characteristics (Centre) (Average)	
	1. Chromaticity Coordinates	x= 0.3264, y= 0.3357
	2. Correlated Color Temperature (Average)	5777K
	3. Color Rendering Index (Average)	75.1 Ra

Supplementary Information:

1. The sample is tested according to IES LM 79-08.
2. Photometric parameters are obtained using C-type Goniophotometer and software.
3. The sample has been operated at AC 240V.
4. The sample has been operated for 45 minutes prior to measurement for a stable condition and total Measurement time is 95 minutes.
5. The orientation (burning position) of SSL product during test is its normal burning position.
6. The test distance is greater than 15 times the maximum light emitting area.
7. Total Spectral Radiant Flux Lamp, D908S of 600W (Omni-directional) and NPL calibrated (National standard traceable) has been used as Standard Lamp.

Tested By **Approved By**

AMIT TEST & CALIBRATION CENTRE 45/14, Prahalad Pur, Bangar, Delhi-110042

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019
ULR-TC558419200002286P

Test as per IS/IEC 60529: 2001

S. No	Description	Specification	Observations	Remarks
1.	IP 66 test as per IS/IEC 60529:2001	**For First Characteristic Numerical 6** Protection against solid foreign object: Dust tight – No ingress of dust	No dust found entered inside of luminaries	Satisfactory
		For Second Characteristic Numerical 6 Protected against water: Protected against powerful water jets – Water projected in powerful jets against the enclosure from any direction shall have no harmful effects	No water found inside the of luminaries	Satisfactory

Test as per IEC 61000-4-5

Sr. No.	Test / Requirement name	Specified Requirements	Test Result/ Observation
Surge Test (As per IEC 61000-4-5)			
1.	**Test Voltage**: ± 4kV **Waveform**: 1.2µs / 50µs **Applied to Main Ports of EUT L/N** **Synchronized at**: 0°, 90°, 270° **Interval**: 5s **Number of tests:** 5 tests at each polarity **Condition of EUT**: ON condition **Supply Voltage**: 270V AC, 50Hz	Driver shall working during and after the test	Driver after the test (Withstood ± 4kV)

Test as per IEC 61000-4-5

Sr. No.	Test / Requirement name	Specified Requirements	Test Result/ Observation
Surge Test (As per IEC 61000-4-5)			
1.	**Test Voltage**: ± 10kV **Waveform**: 1.2µs / 50µs **Applied to Main Ports of EUT L/N** **Synchronized at**: 0°, 90°, 270° **Interval**: 5s **Number of tests:** 5 tests at each polarity **Condition of EUT**: ON condition **Supply Voltage**: 270V AC, 50Hz	Luminaire shall working during and after the test	Luminaire after the test (Withstood ± 10kV)

Tested By

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(NABL ACCREDITED LABORATORY)

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TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019
ULR-TC558419200002286P

Additional test

S No.	Test / Requirement name	Test result / observation	Remarks
1	**Humidity Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Humidity test carried out at 27°C 93% RH for 48 h	Satisfactory
2.	**Thermal Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	See annex-1	Satisfactory
3.	**Electrical / Insulation Resistance Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Between live parts and mounting surface (Limit≥2MΩ) Insulation resistance test: 4.0 x 10^4MΩ Electric strength test: Test conducted at 1540V.No flashover or breakdown observed.	Satisfactory
4.	**Endurance Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Normal operating position 70°C (60°C+10°C) 297V (270V*1.1)	Satisfactory
5.	**Impact tests (IK07)** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Enclosure parts; energy (Nm): 5 Nm impact with 400mm compression applied, no damage observed	Satisfactory
6.	**Operating Voltage** 120V to 270V (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Street Light working at 120V to 270V	Satisfactory
7.	**Over Voltage cut off** > 295V (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Complies	Satisfactory
8.	**Total harmonic distortion** < 10% (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	7.1%	Satisfactory
9.	**LED Drive Current** > = 350mA < 1200mA (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	478mA	Satisfactory

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10.	**LED Driver Efficiency** >90% (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	91.87%	Satisfactory
11.	**Vibration Test** As per IEC 60068-2-6	Frequency: 10-55-10 Displacement (mm) Peak-Peak: 0.35mm Duration min: 30 min Sweep Rate: 1 octave/min	Satisfactory

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TEST REPORT

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Annex-1

TABLE:	Temperature measurements, thermal tests of Section 12		P
	Type reference	STREET LIGHT	P
	Lamp used	LED module	P
	Lamp control gear used	Integral LED driver used	P
	Mounting position of luminaire	Normal operating position	P
	Supply wattage (W)	114.74W	P
	Supply current (A)	0.4315A	P
	Calculated power factor	0.9848	P
	Table: measured temperatures corrected for ta = 60°C		P
	abnormal operating mode	See below	P
	test 1: rated voltage	120V-270V	P
	test 2: 1.06 times rated voltage or 1,05 times rated wattage	286.2 V	P
	test 3: Load on wiring to socket-outlet, 1,06 times voltage or 1,05 times wattage...	N/A	N/A
	test 4: 1.1 times rated voltage or 1,05 times rated wattage:	297 V	P

Temperature measurements, (°C)

Part	Clause 12.4 – normal				Clause 12.5 – abnormal	
	test 1	test 2	test 3	limit	test 4	Limit
Internal wiring	65°C	69°C	-	85°C	76°C	85°C
PCB of driver	70°C	73°C	-	130°C	80°C	130°C
Enclosure (metallic)	67°C	72°C	-	85°C	78°C	85°C
Transformer (T1)	79°C	85°C	-	140°C	90°C	190°C
Line filter (L2)	70°C	76°C	-	140°C	81°C	190°C
Supply cable	66°C	70°C	-	90°C	76°C	90°C
Diffuser	64°C	69°C	-	85°C	77°C	85°C

SUPPLEMENTARY INFORMATION: NIL

Note: - "Maximum ± 2% is variation in lumen is allowed throughout in the input operating voltage range".

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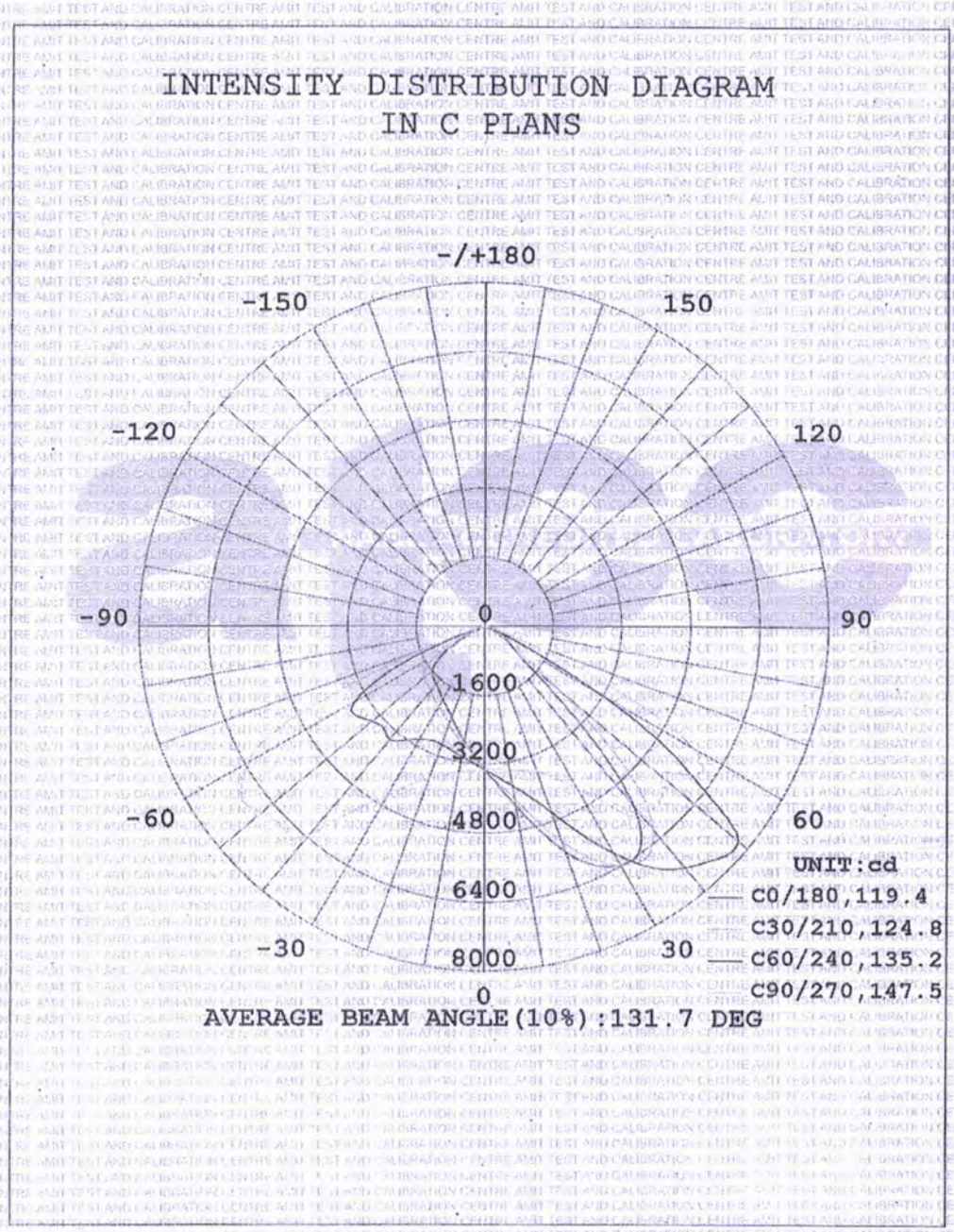
Attachment 1: Luminous Intensity Distribution Curve



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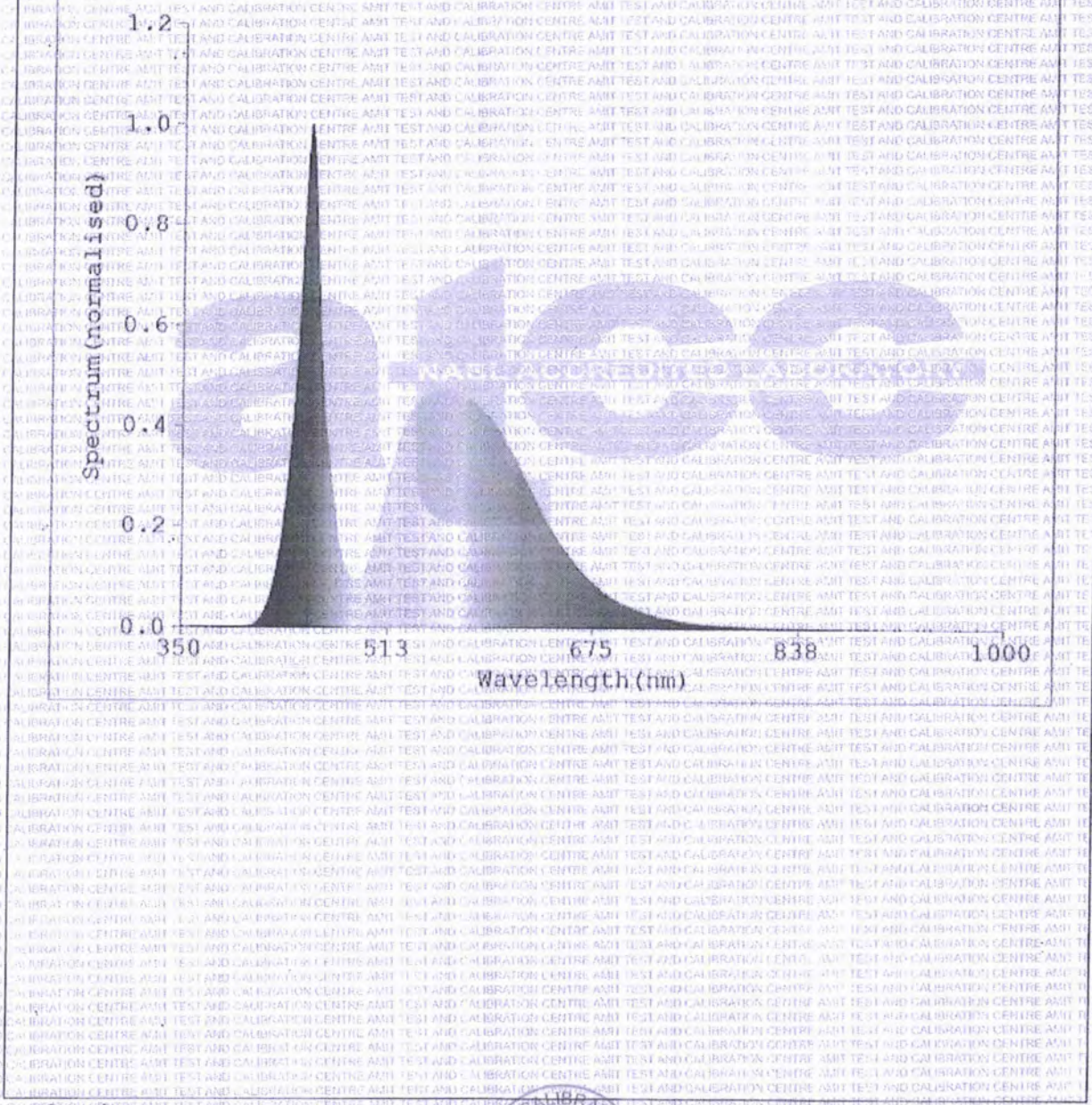
TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019

ULR-TC558419200002286P

Attachment-2: Spectral Power Distribution



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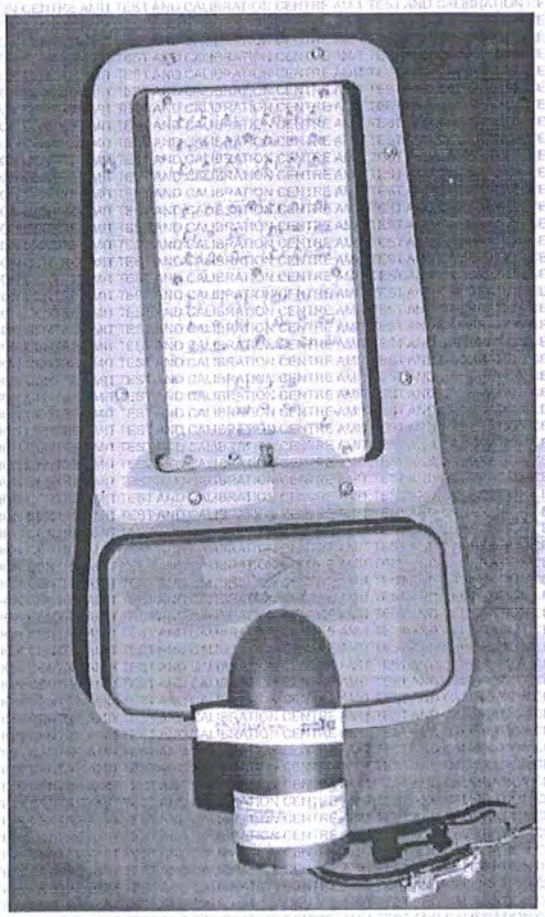
TC-5584

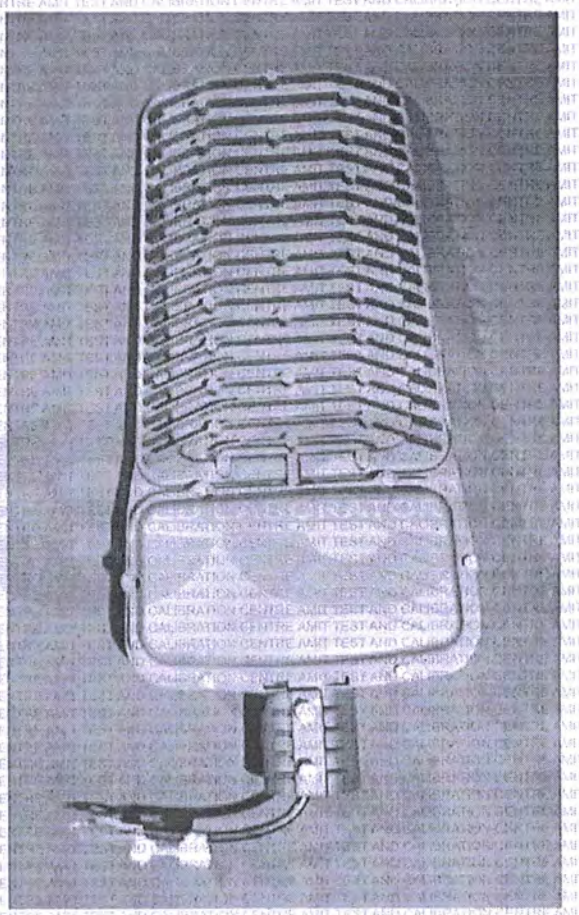
TEST REPORT

Test Report No.: ATCC2/2019121302 Date: 23/12/2019

ULR-TC558419200002286P

Attachment 3: Photographs





*****END OF TEST REPORT*****

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121303	*Issue Date: 23/12/2019*
ULR-TC558419200002287P	*Page 1 of 12*

Manufacturer's Name and Address:	**BAJAJ ELECTRICALS LTD** GAT NO. 603 TO 607, VILLAGE MAHALUNGE, TALEGOAN ROAD, CHAKAN, PUNE, MAHARASHTRA,MAHARASHTRA,India,410501
Applicant's Name and Address:	**BAJAJ ELECTRICALS LTD** GAT NO. 603 TO 607, VILLAGE MAHALUNGE, TALEGOAN ROAD, CHAKAN, PUNE, MAHARASHTRA,MAHARASHTRA,India,410501
Testing laboratory's Name and address:	**Amit Test And Calibration Centre (Unit 2)** Kh.no. 45/14,17 & 45/6 & 7 Village Prahaladpur Bangar, Near Kali Mata Mandir,Delhi-110042
Receipt/Job No.:	2019121303 *Date of receipt: 13/12/2019*
Document No.:	7.8F-01
Party Ref. No.:	N/A
Test specification:	Customer Requirement
As per Standard:	LM-79-08, IS/IEC 60529: 2001, IEC 60598-2-3:2002, IEC 61000-4-5 & IEC 60068-2-6
Test item Description:	LED FLOOD LIGHT
Trade Mark/Brand:	BAJAJ
Model Name/Number and Type:	BRTFG 170W LED HXE A-DIM NSN
Ratings:	120V-270~, 170W, 50Hz

SUPPLEMENTARY INFORMATIONS

a) Reference to sampling procedure, wherever applicable :	N.A.
b) Supporting documents for the measurements taken and results derived like graphs, tables, sketches and/or photographs, as appropriate to test report, if any [To be attached]:	Page No. 2
c) Deviation from the test methods as prescribed in relevant ISS/ work instructions	NIL

Tested by:	Issued by:
Testing Engineer: RAKESH KUNDU	Quality Manager: RAJIV JADON
Date: 23/12/2019	Date: 23/12/2019

AMIT TEST & CALIBRATION CENTRE 45/14 Prahalad Pur Bangar Delhi-110042

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TEST REPORT

Test Report No.: ATCC2/2019121303 Date: 23/12/2019
ULR-TC558419200002287P

Table – List of Attachments

Attachment No.	Attachment Description	Page No.
Attachment No. 1	Luminous Intensity Distribution Curve	10
Attachment No. 2	Spectrum Test Result	11
Attachment No. 3	Photo Document	12

Possible test case verdicts:

- test case does not apply to the test object	N/A
- test object does meet the requirement	P (Pass)
- test object does not meet the requirement	F (Fail)

Condition of samples	Working
Testing	
Date of receipt of test item	13/12/2019
Date(s) of performance of tests	From 13/12/2019 to 21/12/2019
Laboratory conditions	
Ambient Temperature	27±2°C
Ambient Humidity	50±5% Rh

General remarks:

1. The test results presented in this report relate only to the object tested.
2. This report shall not be reproduced, except in full, without the written approval of the issuing testing laboratory.

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TEST REPORT

Test Report No.: ATCC2/2019121303 Date: 23/12/2019
ULR-TC558419200002287P

Details of Test Equipment Used

Equipment Calibration status:						
S. No.	**Equipment Detail**	**Model**	**Equipment ID**	**Calibration Status**	**Valid up to**	**Calibrated By**
1.	C Type Gonio-photometer – GO-R5000 with total Spectral Radiant Flux Lamp (86.41V,7.255A,omni-directional)	D908S	ATCC-179(D)	Valid	18/01/2020	NPL, India
2.	Digital Power Meter	PF310	ATCC-179(A)	Valid	01/05/2020	C&I Calibrations Pvt. Ltd.

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121303 Date: 23/12/2019
ULR-TC558419200002287P

Details of Tests Performed and Result

S. No.	Test Parameter	IES No. and Cl. No.
1.	Input RMS AC Voltage	IES LM79-08/Cl. No.: 8.0
2.	Input RMS AC Current	IES LM79-08/Cl. No.: 8.0
3.	Input AC Power	IES LM79-08/Cl. No.: 8.0
4.	Power factor	As per customer's request
5.	Frequency	IES LM79-08/Cl. No.: 8.0
6.	Total Luminous Flux	IES LM79-08/Cl. No.: 9.0
7.	Luminous Intensity Distribution	IES LM79-08/Cl. No.: 10.0
8.	Luminous Efficacy	IES LM79-08/Cl. No.: 11.0
9.	Chromaticity Coordinates	IES LM79-08/Cl. No.: 12.0
10.	Correlated Colour Temperature	IES LM79-08/Cl. No.: 12.0
11.	Colour Rendering Index	IES LM79-08/Cl. No.: 12.0

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TEST REPORT

Test Report No.: ATCC2/2019121303 Date: 23/12/2019
ULR-TC558419200002287P

Cl. No.	Test / Requirement name	Test result/ observation
8.0	Electrical Instrumentation The Electrical Characteristics measured for AC Powered SSL Products are	
	1. Input RMS AC Voltage	239.33V
	2. Input RMS AC Current	0.7147A
	3. Input AC Power	167.68W
	4. Power Factor	0.9795
	5. Frequency	50.08Hz
9.0	Total Luminous Flux	21005 lm
10.0	Luminous Intensity Distribution	See attachment no. 1
11.0	Luminous Efficacy	125.26 lm/W
12:0	Color Characteristics (Centre) (Average)	
	1. Chromaticity Coordinates	x= =0.3271, y= 0.3363
	2. Correlated Color Temperature (Average)	5746K
	3. Color Rendering Index (Average)	77.2 Ra

Supplementary Information:

1. The sample is tested according to IES LM 79-08.
2. Photometric parameters are obtained using C-type Goniophotometer and software.
3. The sample has been operated at AC 240V.
4. The sample has been operated for 45 minutes prior to measurement for a stable condition and total Measurement time is 95 minutes.
5. The orientation (burning position) of SSL product during test is its normal burning position.
6. The test distance is greater than 15 times the maximum light emitting area.
7. Total Spectral Radiant Flux Lamp, D908S of 600W (Omni-directional) and NPL calibrated (National standard traceable) has been used as Standard Lamp.

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TEST REPORT

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ULR-TC558419200002287P

Test as per IS/IEC 60529: 2001

S. No	Description	Specification	Observations	Remarks
1.	IP 66 test as per IS/IEC 60529:2001	**For First Characteristic Numerical 6** Protection against solid foreign object: Dust tight – No ingress of dust	No dust found entered inside of luminaries	Satisfactory
		For Second Characteristic Numerical 6 Protected against water: Protected against powerful water jets – Water projected in powerful jets against the enclosure from any direction shall have no harmful effects	No water found inside the of luminaries	Satisfactory

Test as per IEC 61000-4-5

Sr. No.	Test / Requirement name	Specified Requirements	Test Result/ Observation
Surge Test (As per IEC 61000-4-5)			
1.	**Test Voltage**: ± 4kV **Waveform**: 1.2µs / 50µs **Applied to Main Ports of EUT L/N** **Synchronized at**: 0°, 90°, 270° **Interval**: 5s **Number of tests:** 5 tests at each polarity **Condition of EUT**: ON condition **Supply Voltage**: 270V AC, 50Hz	Driver shall working during and after the test	Driver after the test (Withstood ± 4kV)

Test as per IEC 61000-4-5

Sr. No.	Test / Requirement name	Specified Requirements	Test Result/ Observation
Surge Test (As per IEC 61000-4-5)			
1.	**Test Voltage**: ± 10kV **Waveform**: 1.2µs / 50µs **Applied to Main Ports of EUT L/N** **Synchronized at**: 0°, 90°, 270° **Interval**: 5s **Number of tests:** 5 tests at each polarity **Condition of EUT**: ON condition **Supply Voltage**: 270V AC, 50Hz	Luminaire shall working during and after the test	Luminaire after the test (Withstood ± 10kV)

Tested By

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121303 Date: 23/12/2019
ULR-TC558419200002287P

Additional test

S No.	Test / Requirement name	Test result / observation	Remarks
1	**Humidity Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Humidity test carried out at 27°C 93% RH for 48 h	Satisfactory
2.	**Thermal Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	See annex-1	Satisfactory
3.	**Electrical / Insulation Resistance Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Between live parts and mounting surface (Limit≥2MΩ) Insulation resistance test: 4.0 x 10^4MΩ Electric strength test: Test conducted at 1540V.No flashover or breakdown observed.	Satisfactory
4.	**Endurance Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Normal operating position 70°C (60°C+10°C) 297V (270V*1.1)	Satisfactory
5.	**Impact tests (IK07)** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Enclosure parts; energy (Nm): 5 Nm impact with 400mm compression applied, no damage observed	Satisfactory
6.	**Operating Voltage** 120V to 270V (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Street Light working at 120V to 270V	Satisfactory
7.	**Over Voltage cut off** > 295V (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Complies	Satisfactory
8.	**Total harmonic distortion** < 10% (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	6.5%	Satisfactory
9.	**LED Drive Current** >= 350mA < 1200mA (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	398mA	Satisfactory

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10.	**LED Driver Efficiency** >90% (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	91.60%	Satisfactory
11.	**Vibration Test** As per IEC 60068-2-6	Frequency: 10-55-10 Displacement (mm) Peak-Peak: 0.35mm Duration min: 30 min Sweep Rate: 1 octave/min	Satisfactory

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Annex-1

TABLE:	Temperature measurements, thermal tests of Section 12		P
	Type reference	STREET LIGHT	P
	Lamp used	LED module	P
	Lamp control gear used	Integral LED driver used	P
	Mounting position of luminaire	Normal operating position	P
	Supply wattage (W)	171.55W	P
	Supply current (A)	0.6486A	P
	Calculated power factor	0.9795	P
	Table: measured temperatures corrected for ta = 60°C		P
	abnormal operating mode	See below	P
	test 1: rated voltage	120V-270V	P
	test 2: 1.06 times rated voltage or 1,05 times rated wattage	286.2 V	P
	test 3: Load on wiring to socket-outlet, 1,06 times voltage or 1,05 times wattage	N/A	N/A
	test 4: 1.1 times rated voltage or 1,05 times rated wattage:	297 V	P

Temperature measurements, (°C)

Part	Clause 12.4 – normal				Clause 12.5 – abnormal	
	test 1	test 2	test 3	limit	test 4	Limit
Internal wiring	66°C	72°C	-	85°C	77°C	85°C
PCB of driver	73°C	80°C	-	130°C	88°C	130°C
Enclosure (metallic)	65°C	73°C	-	85°C	79°C	85°C
Transformer (T1)	80°C	87°C	-	140°C	93°C	190°C
Line filter (L2)	72°C	78°C	-	140°C	83°C	190°C
Supply cable	68°C	74°C	-	90°C	80°C	90°C
Diffuser	66°C	73°C	-	85°C	77°C	85°C

SUPPLEMENTARY INFORMATION: NIL

Note: - "Maximum ± 2% is variation in lumen is allowed throughout in the input operating voltage range".

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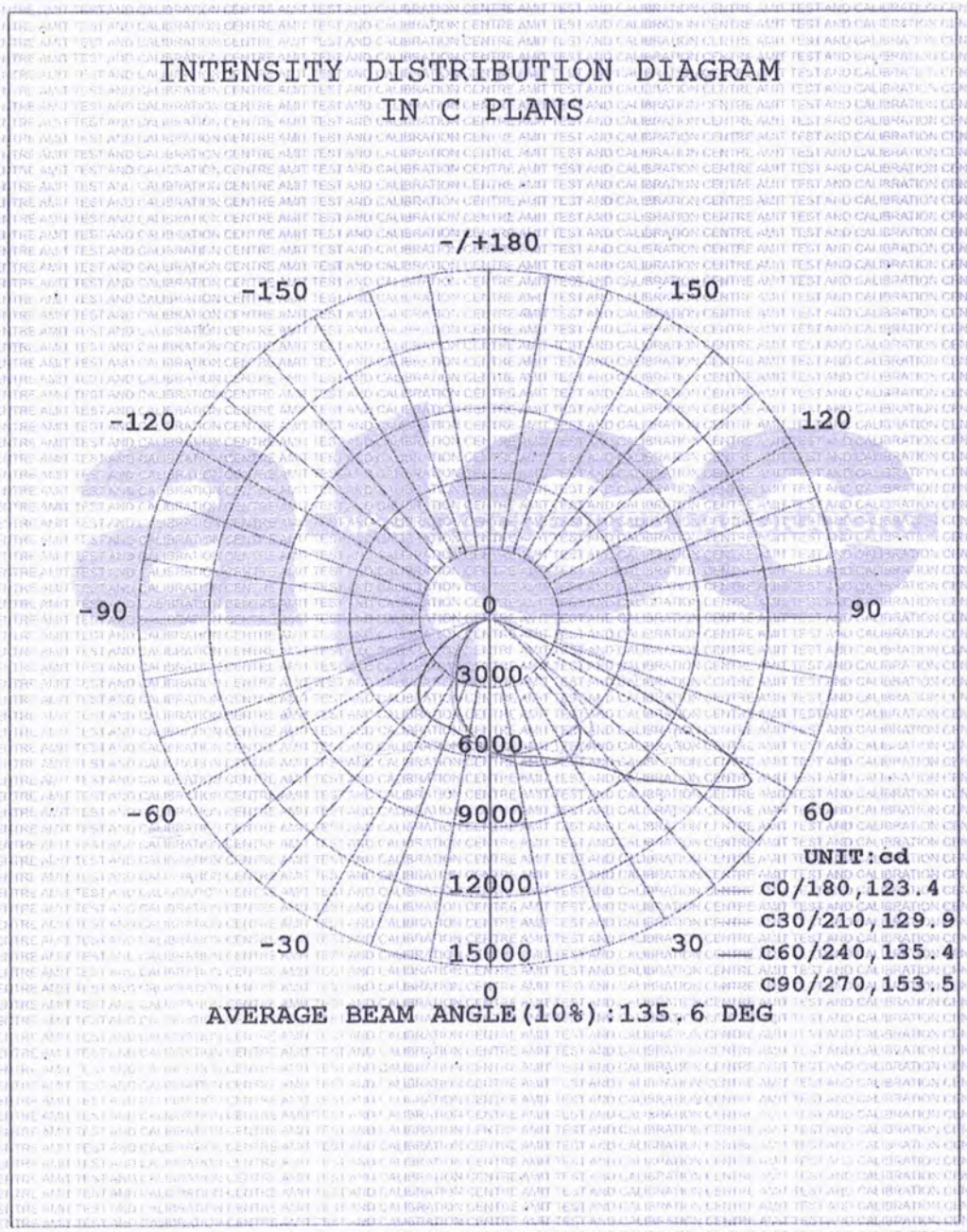
Attachment 1: Luminous Intensity Distribution Curve



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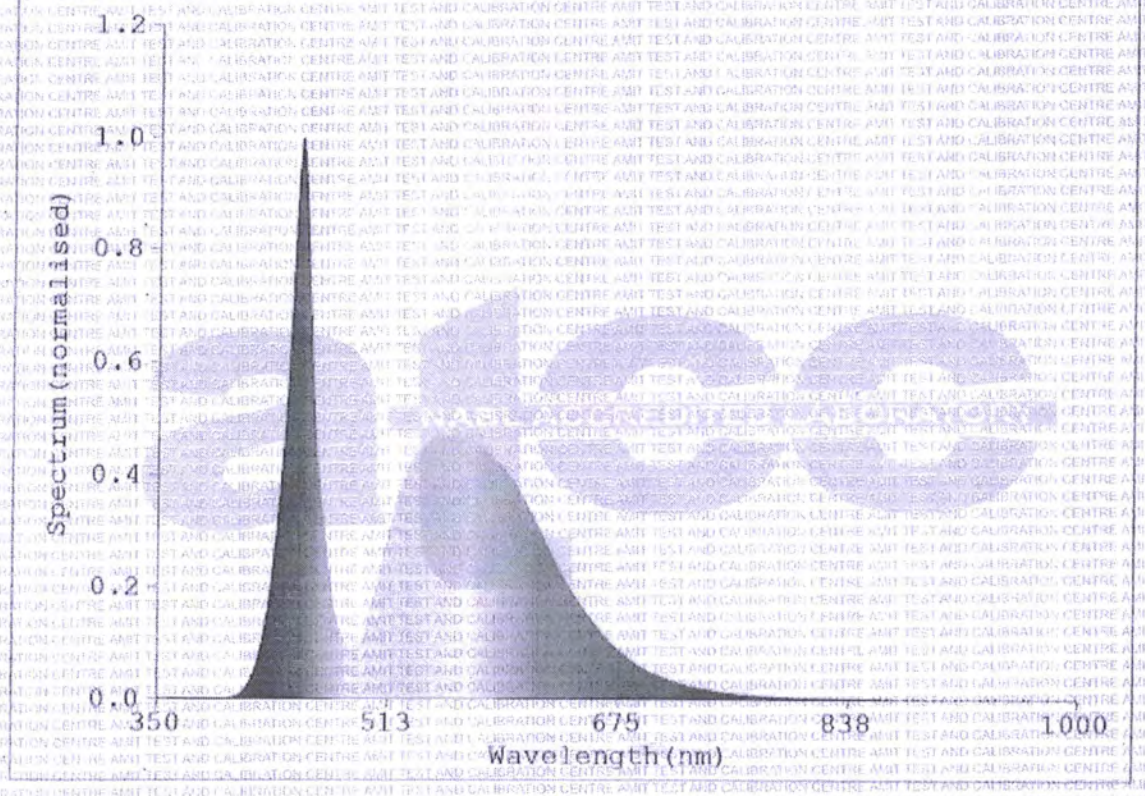
TEST REPORT

Test Report No.: ATCC2/2019121303 Date: 23/12/2019

ULR-TC558419200002287P

Attachment-2: Spectral Power Distribution



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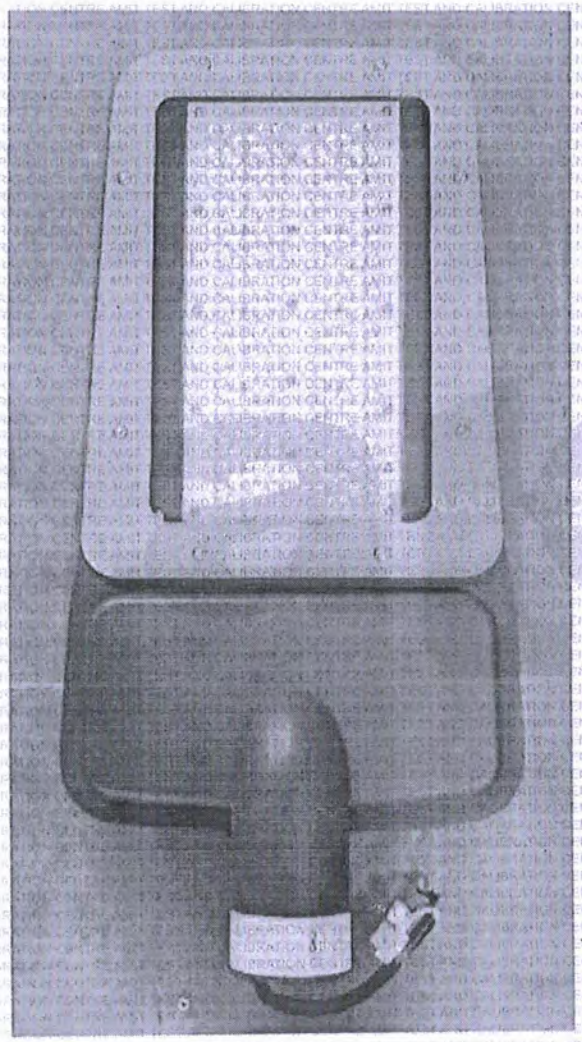
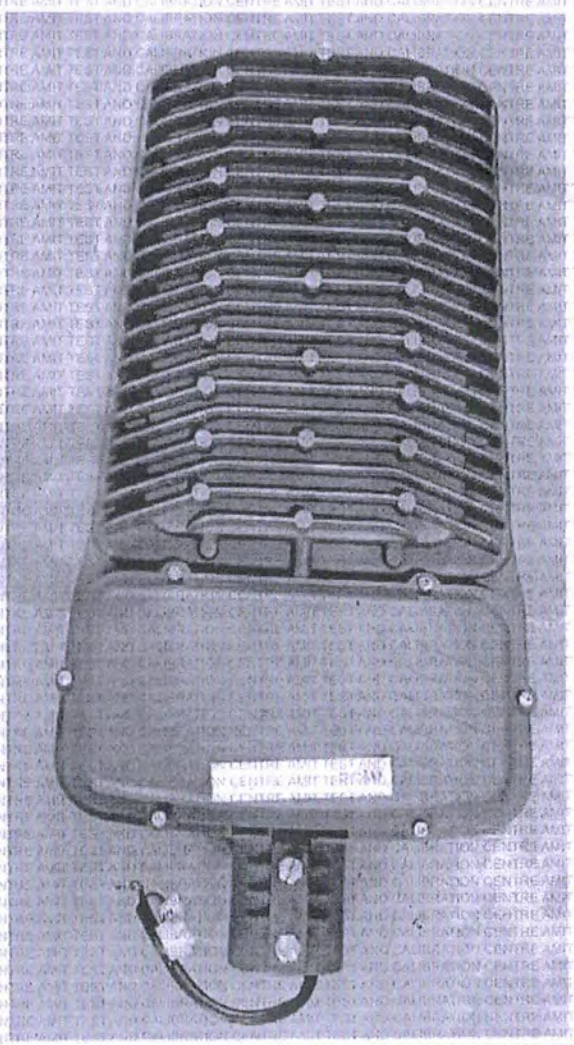
TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121303 Date: 23/12/2019
ULR-TC558419200002287P

Attachment 3: Photographs





*****END OF TEST REPORT*****

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121301	*Issue Date: 23/12/2019*
ULR-TC558419200002285P	*Page 1 of 12*

Manufacturer's Name and Address:	**BAJAJ ELECTRICALS LTD** GAT NO. 603 TO 607, VILLAGE MAHALUNGE, TALEGOAN ROAD, CHAKAN, PUNE, MAHARASHTRA,MAHARASHTRA,India,410501
Applicant's Name and Address:	**BAJAJ ELECTRICALS LTD** GAT NO. 603 TO 607, VILLAGE MAHALUNGE, TALEGOAN ROAD, CHAKAN, PUNE, MAHARASHTRA,MAHARASHTRA,India,410501
Testing laboratory's Name and address:	**Amit Test And Calibration Centre (Unit 2)** Kh.no. 45/14,17 & 45/6 & 7 Village Prahaladpur Bangar, Near Kali Mata Mandir,Delhi-110042
Receipt/Job No.:	2019121301 *Date of receipt:* 13/12/2019
Document No.:	7.8F-01
Party Ref. No.:	N/A
Test specification:	Customer Requirement
As per Standard:	LM-79-08, IS/IEC 60529: 2001, IEC 60598-2-3:2002, IEC 61000-4-5 & IEC 60068-2-6
Test item Description:	LED FLOOD LIGHT
Trade Mark/Brand:	BAJAJ
Model Name/Number and Type:	BJFL 210W LED A DIM
Ratings:	120V-270~, 210W, 50Hz

SUPPLEMENTARY INFORMATIONS

a) Reference to sampling procedure, wherever applicable :	N.A.
b) Supporting documents for the measurements taken and results derived like graphs, tables, sketches and/or photographs, as appropriate to test report, if any [To be attached]:	Page No. 2
c) Deviation from the test methods as prescribed in relevant ISS/ work instructions	NIL

Tested by:	Issued by:
Testing Engineer: RAKESH KUNDU	Quality Manager: RAJIV JADON
Date: 23/12/2019	Date: 23/12/2019

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TEST REPORT

Table – List of Attachments

Attachment No.	Attachment Description	Page No.
Attachment No. 1	Luminous Intensity Distribution Curve	10
Attachment No. 2	Spectrum Test Result	11
Attachment No. 3	Photo Document	12

Possible test case verdicts:

- test case does not apply to the test object	N/A
- test object does meet the requirement	P (Pass)
- test object does not meet the requirement	F (Fail)
Condition of samples	Working
Testing	
Date of receipt of test item	13/12/2019
Date(s) of performance of tests	From 13/12/2019 to 21/12/2019
Laboratory conditions	
Ambient Temperature	27±2°C
Ambient Humidity	50±5% Rh

General remarks:

1. The test results presented in this report relate only to the object tested.
2. This report shall not be reproduced, except in full, without the written approval of the Issuing testing laboratory.

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TEST REPORT

Test Report No.: ATCC2/2019121301 Date: 23/12/2019

ULR-TC558419200002285P

Details of Test Equipment Used

Equipment Calibration status:

S. No.	Equipment Detail	Model	Equipment ID	Calibration Status	Valid up to	Calibrated By
1.	C Type Gonio-photometer – GO-R5000 with total Spectral Radiant Flux Lamp (86.41V,7.255A,omni-directional)	D908S	ATCC-179(D)	Valid	18/01/2020	NPL, India
2.	Digital Power Meter	PF310	ATCC-179(A)	Valid	01/05/2020	C&I Calibrations Pvt. Ltd.

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TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121301 Date: 23/12/2019

ULR-TC558419200002285P

Details of Tests Performed and Result

S. No.	Test Parameter	IES No. and Cl. No.
1.	Input RMS AC Voltage	IES LM79-08/Cl. No.: 8.0
2.	Input RMS AC Current	IES LM79-08/Cl. No.: 8.0
3.	Input AC Power	IES LM79-08/Cl. No.: 8.0
4.	Power factor	As per customer's request
5.	Frequency	IES LM79-08/Cl. No.: 8.0
6.	Total Luminous Flux	IES LM79-08/Cl. No.: 9.0
7.	Luminous Intensity Distribution	IES LM79-08/Cl. No.: 10.0
8.	Luminous Efficacy	IES LM79-08/Cl. No.: 11.0
9.	Chromaticity Coordinates	IES LM79-08/Cl. No.: 12.0
10.	Correlated Colour Temperature	IES LM79-08/Cl. No.: 12.0
11.	Colour Rendering Index	IES LM79-08/Cl. No.: 12.0

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TEST REPORT

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ULR-TC558419200002285P

Cl. No.	Test / Requirement name	Test result/ observation
8.0	Electrical Instrumentation The Electrical Characteristics measured for AC Powered SSL Products are	
	1. Input RMS AC Voltage	239.02V
	2. Input RMS AC Current	0.8733A
	3. Input AC Power	207.45W
	4. Power Factor	0.9933
	5. Frequency	50.09Hz
9.0	Total Luminous Flux	24868 lm
10.0	Luminous Intensity Distribution	See attachment no. 1
11.0	Luminous Efficacy	119.88 lm/W
12.0	Color Characteristics (Centre) (Average)	
	1. Chromaticity Coordinates	x= 0.3267, y= 0.3359
	2. Correlated Color Temperature (Average)	5765K
	3. Color Rendering Index (Average)	74.2 Ra

Supplementary Information:

1. The sample is tested according to IES LM 79-08.
2. Photometric parameters are obtained using C-type Goniophotometer and software.
3. The sample has been operated at AC 240V.
4. The sample has been operated for 45 minutes prior to measurement for a stable condition and total Measurement time is 95 minutes.
5. The orientation (burning position) of SSL product during test is its normal burning position.
6. The test distance is greater than 15 times the maximum light emitting area.
7. Total Spectral Radiant Flux Lamp, D908S of 600W (Omni-directional) and NPL calibrated (National standard traceable) has been used as Standard Lamp.

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TEST REPORT

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ULR-TC558419200002285P

Test as per IS/IEC 60529: 2001

S. No	Description	Specification	Observations	Remarks
1.	IP 66 test as per IS/IEC 60529:2001	**For First Characteristic Numerical 6** Protection against solid foreign object: Dust tight – No ingress of dust	No dust found entered inside of luminaries	Satisfactory
		For Second Characteristic Numerical 6 Protected against water: Protected against powerful water jets – Water projected in powerful jets against the enclosure from any direction shall have no harmful effects	No water found inside the of luminaries	Satisfactory

Test as per IEC 61000-4-5

Sr. No.	Test / Requirement name	Specified Requirements	Test Result/ Observation
Surge Test (As per IEC 61000-4-5)			
1.	**Test Voltage**: ± 4kV **Waveform**: 1.2µs / 50µs **Applied to Main Ports of EUT L/N** **Synchronized at**: 0°, 90°, 270° **Interval**: 5s **Number of tests:** 5 tests at each polarity **Condition of EUT**: ON condition **Supply Voltage**: 270V AC, 50Hz	Driver shall working during and after the test	Driver after the test (Withstood ± 4kV)

Test as per IEC 61000-4-5

Sr. No.	Test / Requirement name	Specified Requirements	Test Result/ Observation
Surge Test (As per IEC 61000-4-5)			
1.	**Test Voltage**: ± 10kV **Waveform**: 1.2µs / 50µs **Applied to Main Ports of EUT L/N** **Synchronized at**: 0°, 90°, 270° **Interval**: 5s **Number of tests:** 5 tests at each polarity **Condition of EUT**: ON condition **Supply Voltage**: 270V AC, 50Hz	Luminaire shall working during and after the test	Luminaire after the test (Withstood ± 10kV)

Tested By **Approved By**

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Ph.: +91-9871727340, 9911196977 Email : amittestcc2@gmail.com Website : www.atncc.in

TC-5584

TEST REPORT

Test Report No.: ATCC2/2019121301 Date: 23/12/2019
ULR-TC558419200002285P

Additional test

S No.	Test / Requirement name	Test result / observation	Remarks
1	**Humidity Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Humidity test carried out at 27°C 93% RH for 48 h	Satisfactory
2.	**Thermal Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	See annex-1	Satisfactory
3.	**Electrical / Insulation Resistance Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Between live parts and mounting surface (Limit≥2MΩ) Insulation resistance test: 4.0 x 10^4MΩ Electric strength test: Test conducted at 1540V.No flashover or breakdown observed.	Satisfactory
4.	**Endurance Test** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Normal operating position 70°C (60°C+10°C) 297V (270V*1.1)	Satisfactory
5.	**Impact tests (IK07)** (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Enclosure parts; energy (Nm): 5 Nm impact with 400mm compression applied, no damage observed	Satisfactory
6.	**Operating Voltage** 120V to 270V (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Street Light working at 120V to 270V	Satisfactory
7.	**Over Voltage cut off** > 295V (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	Complies	Satisfactory
8.	**Total harmonic distortion** < 10% (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	7.9%	Satisfactory
9.	**LED Drive Current** > = 350mA < 1200mA (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	562mA	Satisfactory

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10.	**LED Driver Efficiency** >90% (As per IEC 60598-2-3 equivalent to IS 10322-5-3)	92.15%	Satisfactory
11.	**Vibration Test** As per IEC 60068-2-6	Frequency: 10-55-10 Displacement (mm) Peak-Peak: 0.35mm Duration min: 30 min Sweep Rate: 1 octave/min	Satisfactory

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Annex-1

TABLE:	Temperature measurements, thermal tests of Section 12		P
	Type reference	STREET LIGHT	P
	Lamp used	LED module	P
	Lamp control gear used	Integral LED driver used	P
	Mounting position of luminaire	Normal operating position	P
	Supply wattage (W)	211.51W	P
	Supply current (A)	0.7886A	P
	Calculated power factor	0.9933	P
	Table: measured temperatures corrected for ta = 60°C		P
	abnormal operating mode	See below	P
	test 1: rated voltage	120V-270V	P
	test 2: 1.06 times rated voltage or 1,05 times rated wattage	286.2 V	P
	test 3: Load on wiring to socket-outlet, 1,06 times voltage or 1,05 times wattage	N/A	N/A
	test 4: 1.1 times rated voltage or 1,05 times rated wattage:	297 V	P

Temperature measurements, (°C)

Part	Clause 12.4 – normal				Clause 12.5 – abnormal	
	test 1	test 2	test 3	limit	test 4	Limit
Internal wiring	66°C	70°C	-	85°C	75°C	85°C
PCB of driver	71°C	75°C	-	130°C	81°C	130°C
Enclosure (metallic)	68°C	73°C	-	85°C	80°C	85°C
Transformer (T1)	80°C	86°C	-	140°C	92°C	190°C
Line filter (L2)	69°C	75°C	-	140°C	82°C	190°C
Supply cable	64°C	69°C	-	90°C	77°C	90°C
Diffuser	65°C	69°C	-	85°C	79°C	85°C

SUPPLEMENTARY INFORMATION: NIL

Note: - "Maximum ± 2% is variation in lumen is allowed throughout in the input operating voltage range".

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AMIT TEST & CALIBRATION CENTRE 45/14 Prahalad Pur Bangar Delhi-110042

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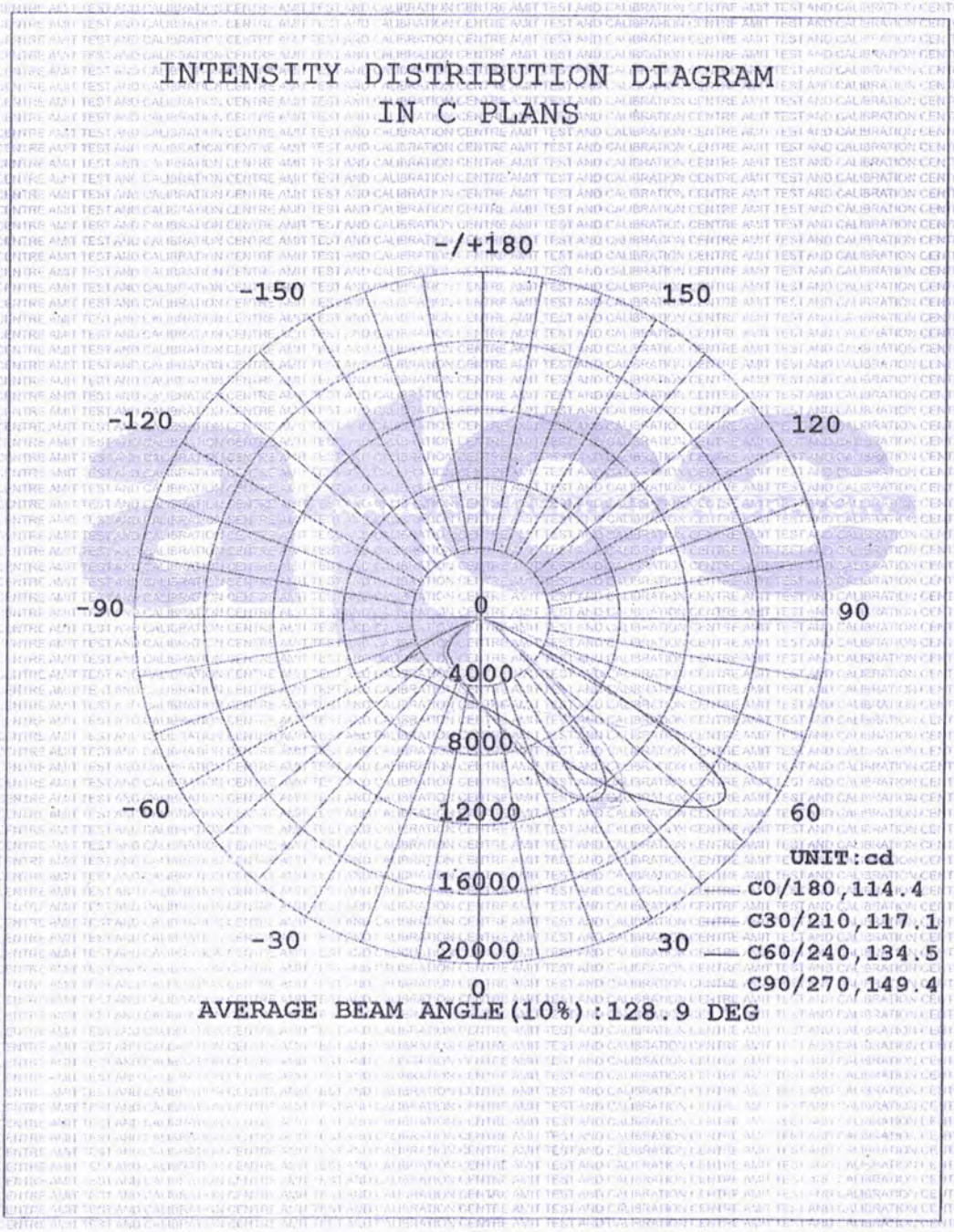
Attachment 1: Luminous Intensity Distribution Curve



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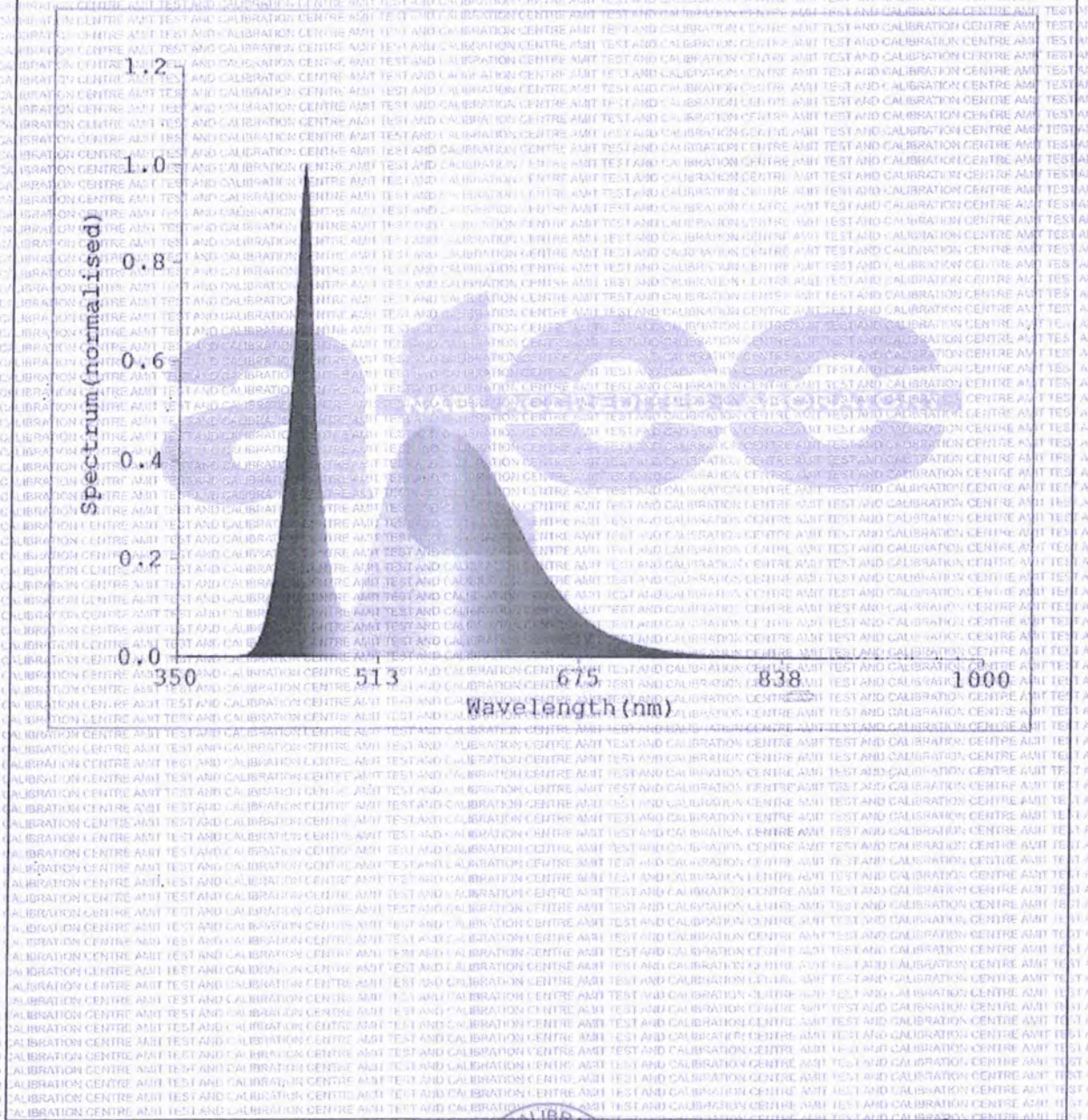
Attachment-2: Spectral Power Distribution



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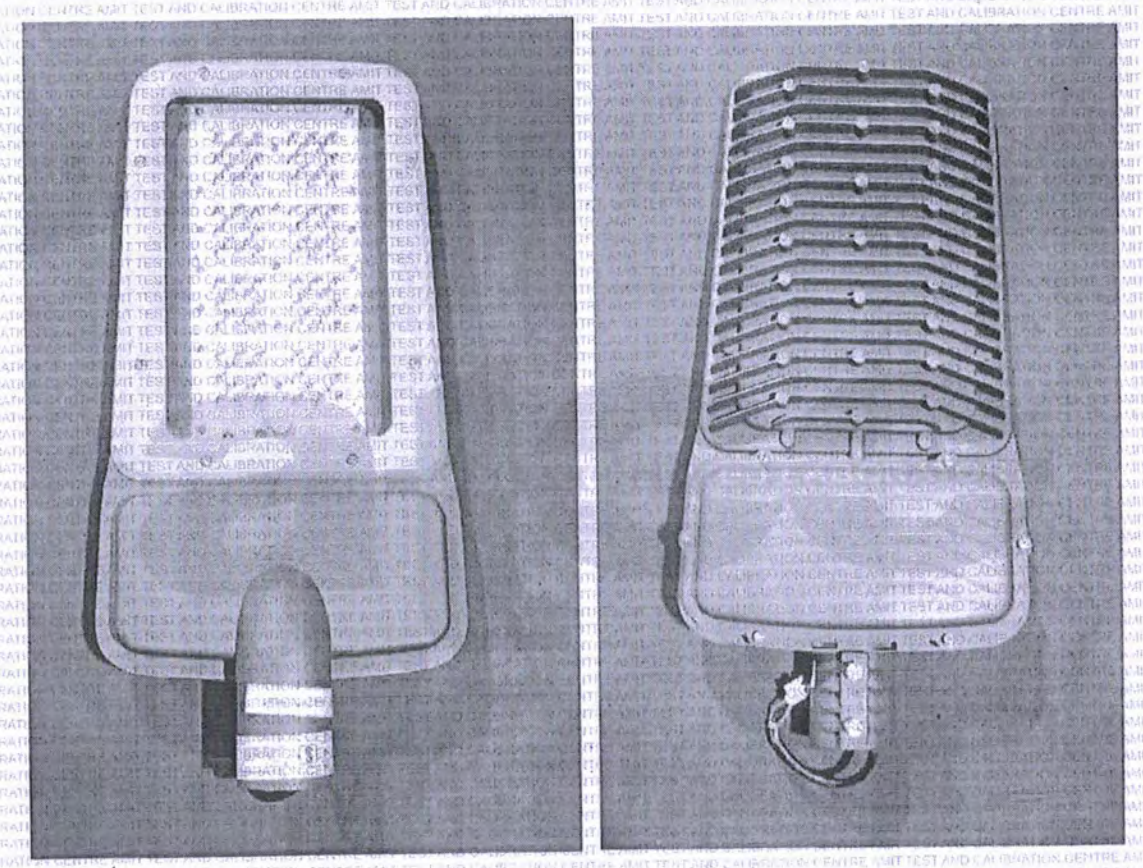
Attachment 3: Photographs



*******END OF TEST REPORT*******

Tested By

45/14 Prahalad Pur Bangar Delhi-110042

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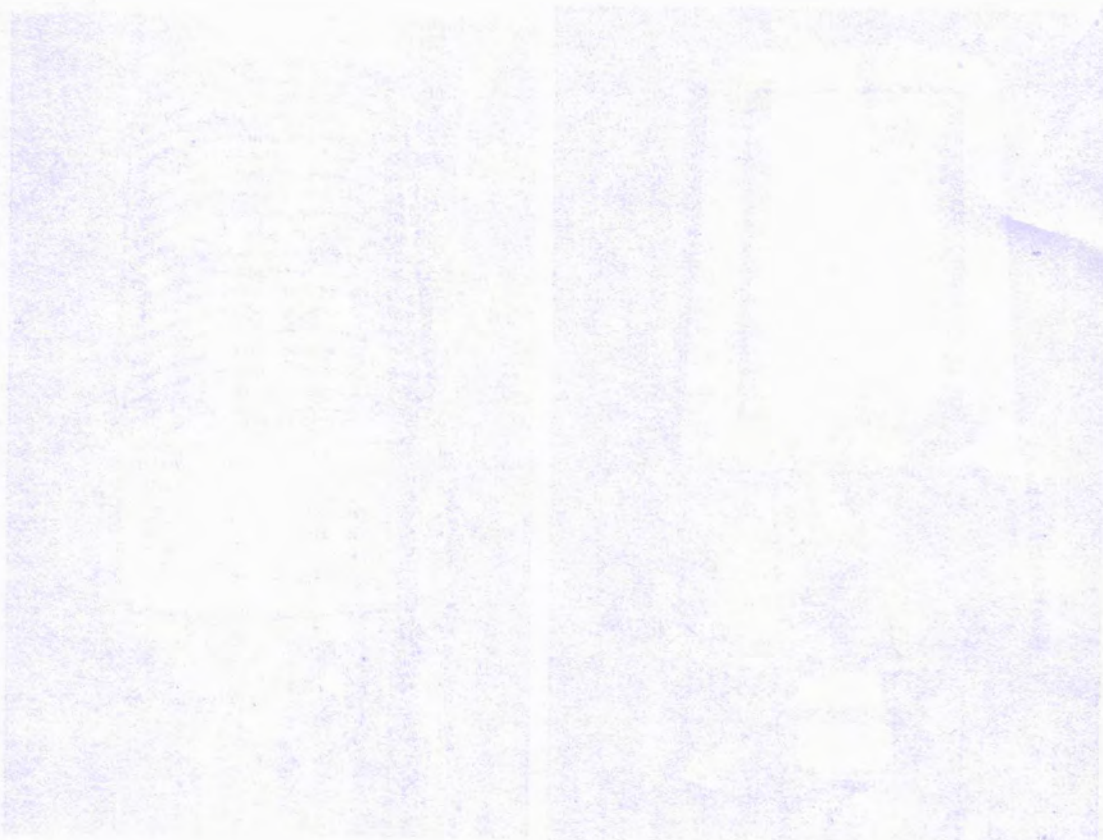

CLASSIFICATION OF ROADS

As per IS 1944-2 and National Lighting Code SP72-2010

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Table 3 Lighting Recommendations for Different Road Types — IS Classification

(*Clause* 8.1.4)

Sl. No.	Classification of Lighting Installation	Type of Road	Average Illuminance on Road Surface	Uniformity Ratio E_{min}/E_{av}	Transverse Uniformity (E_{min}/E_{max})
(1)	(2)	(3)	(4)	(5)	(6)
i)	Group A1	Important traffic routes carrying fast traffic	30	0.4	0.33
ii)	Group A 2	Other main roads carrying mixed traffic like main city streets, arterial roads and throughway roads	15	0.4	0.33
iii)	Group B 1	Secondary roads with considerable traffic like principal local traffic routes and shopping	8	0.3	0.2
iv)	Group B 2	Secondary roads with light traffic	4	0.3	0.2

NOTE — Transverse uniformity: Ratio of E_{min} and E_{max} across the road.

ROAD LIGHTING ELEMENTS

As per IS 1944-2 and National Lighting Code SP72-2010

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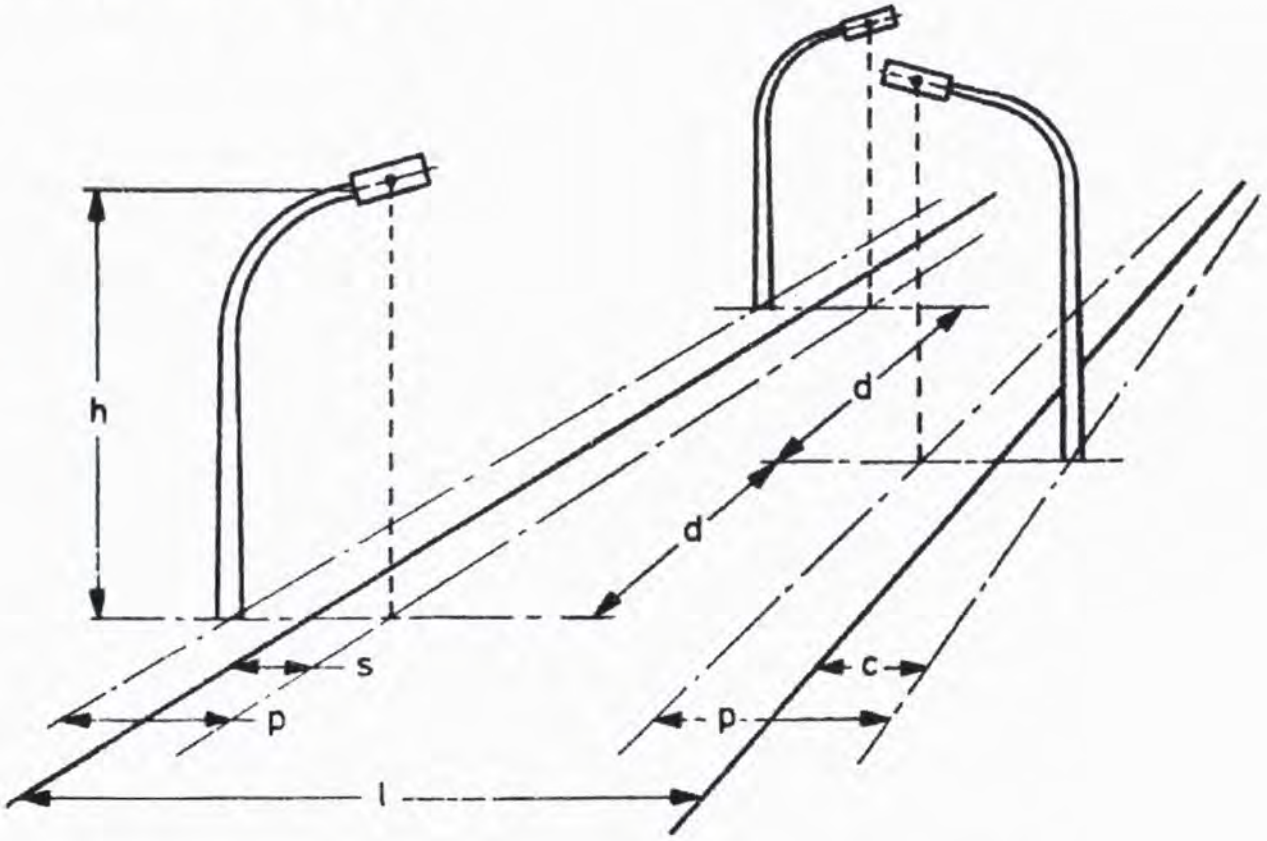

h = mounting height of luminaires
d = spacing
l = width of the carriageway
p = outreach
s = overhang
c = clearance

2419

DESIGN CONSIDERATION

Total Road Width (Carriageway +Median)	Single / Dual Carriage	Median	Pole position	Illumination Category as per NLC	Illumination Level in Lux	Uniformity
12-18m and Above	Dual	1-1.5m	on median	A2	15	0.4
10-18m	Single	NA	Single Side	A2	15	0.4
7-9m	Single	NA	Single Side	B1	8	0.3
Upto 6m	Single	NA	Single Side	B2	4	0.3

As per joint discussion (NMC, TPL , Bajaj and KPMG), road Category has been decided based on the width of road.

2421

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Inspiring Trust

CD/IWY 773

2123

C/B

विद्युत

नगरपालिका महानगरपालिका
दि. 16/1/2020

नगरपालिका,महानगरपालिका,महाराष्ट्र जीवन प्राधिकरण यांच्या क्षेत्रातील पाणी पुरवठा योजना व पथदिव्यांमध्ये ऊर्जा बचतीसाठी संयंत्रे आस्थापित करण्यासाठी अर्थसहाय्याची योजना

महाराष्ट्र शासन
शासन निर्णय क्र.अपाऊ २०१०/प्र.क्र.४७०/ऊर्जा-७
उद्योग, ऊर्जा व कामगार विभाग,
मंत्रालय, मुंबई-३२
दिनांक :१३ जानेवारी,२०११.

प्रस्तावना -

राज्यात पाणी पुरवठा योजना व पथदिव्यांमध्ये अनुक्रमे एकूण ४ टक्के व १.५ ते २ टक्के ऊर्जा वापर होतो. त्यामध्ये सुमारे ३० टक्के ऊर्जा बचतीस वाव असून, त्यासाठी ऊर्जा बचत उपकरणांचा वापर त्वरित सुरु करणे आवश्यक आहे. अशी ऊर्जा बचत सयंत्रे उपलब्ध देखील आहेत. राज्यातील बऱ्याच नगरपालिका, महानगरपालिका क्षेत्रांमध्ये हाताने पथदिवे सुरु व बंद करण्यात येत असल्याने ऊर्जेचा अपव्यय होतो. त्याएवेजी ॲटो सेन्सर, व्होल्टेज डिमिंग तंत्र, टायमर, स्काडा, वेब बेस्ड मॉनिटरींग सिस्टीम वापरुन ऊर्जा बचत तसेच सुविधाजनक होऊ शकते. अशा प्रकारच्या तंत्रज्ञानाचा वापर पथदिव्यांप्रमाणेच पाणीपुरवठा योजनांमध्येही केल्यास पाणी पुरवठा पंपाची संख्या,त्यांची कार्यक्षमता व पाण्याचे परिमाण दर्शविणारी यंत्रणा बसविल्यास पाणीपुरवठा योजनांची कार्यक्षमता वाढविणे शक्य आहे.

राज्यातील नगरपालिका, महानगरपालिकांकडील पथदिवे व महाराष्ट्र जीवन प्राधिकरणाकडील पाणी पुरवठा योजना यामध्ये मॉनिटरींग करणारी व ऊर्जा कार्यक्षमता दर्शविणारी यंत्रणा वापरुन ऊर्जा बचत करण्यासाठी पथदर्शी स्वरुपात योजना राबविण्याच्यादृष्टीने अर्थसहाय्य देण्याची योजना राज्य शासनाच्या विचाराधीन होती.

विद्युत विभाग
आवक नं. .....83..
दिनांक- १८/०१/२०२०

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रोटा/एच-२९१३[५][१०००-१-२०११]-१

MEDA
28 JAN 2020
No. 949

Hon. DG
(Gm LEC)

M(EC)
29/1/11

24 290
24/1/2020

शासन निर्णय –

राज्यातील नगरपालिका, महानगरपालिका व महाराष्ट्र जीवन प्राधिकरण यांनी त्यांच्या कार्यक्षेत्रातील पाणी पुरवठा योजना व पथदिव्यांमध्ये ऊर्जा बचत करणारे सयंत्र/ यंत्रणा आस्थापित करुन ऊर्जा बचत करण्यासाठी अर्थसहाय्याच्या योजनेस शासनाची मान्यता देण्यात येत आहे.

अ. **योजनेची तांत्रिक माहिती व परिमाण –**

नगरपालिका, महानगरपालिका व महाराष्ट्र जीवन प्राधिकरण यांच्या क्षेत्रातील पाणी पुरवठा योजनांच्या यंत्रणेमध्ये पंपाची कार्यक्षमता नियमितपणे दर्शविण्यासाठी स्काडा व वेब बेस्ड मॉनिटरींग यंत्रणा आस्थापित करणे आणि पथदिव्यांमध्ये ऑटो सेंसर टाईमर, व्होल्टेज डिमिंग तंत्र, स्काडा व वेब बेस्ड मॉनिटरींग सिस्टिम इत्यादी प्रकारची सयंत्रे आस्थापित करण्याकरिता नगरपालिका, महानगरपालिका, व महाराष्ट्र जीवन प्राधिकरणांना पथदर्शी स्वरुपात सदरची ऊर्जा बचतीची सयंत्रे प्राधान्याने आस्थापित करण्यासाठी महाऊर्जामार्फत अर्थसहाय्य उपलब्ध करण्यात येईल.

ब. **अर्थसहाय्य-**

नगरपालिका ,महानगरपालिका व महाराष्ट्र जीवन प्राधिकरण यांच्याकडून प्राप्त झालेल्या प्रस्तावांना अनुसरुन पथदिव्यांमध्ये विविध सयंत्रे आस्थापित करण्यासाठी कमाल मर्यादा रुपये २० लाखापर्यंत व पाणी पुरवठा योजनांमध्ये पंपाची कार्यक्षमता दर्शविणारी व मॉनिटरींग करणारी सयंत्रे आस्थापित करण्याकरिता कमाल मर्यादा रु. ५ लक्षापर्यंत महाऊर्जामार्फत अर्थसहाय्य उपलब्ध करण्यात येईल.सयंत्र आस्थापित करण्यासाठी येणाऱ्या खर्चापैकी वरीलप्रमाणे अर्थसहाय्य वगळता उर्वरित खर्च संबंधित संस्थेने/ प्राधिकरणाने उपलब्ध करुन द्यावयाचा आहे. सदर योजनेबाबत सविस्तर मार्गदर्शक सूचना महाऊर्जाकडून निर्गमित करण्यात येतील.

क. **योजनेची अंमलबजावणी -**

१) दरवर्षी प्रत्येक महसूली विभागातून 'अ' 'ब' व 'क' वर्ग नगरपालिकांमधून एक नगरपालिका निवडण्यात येईल. त्यासाठी संबंधित विभागीय आयुक्तांनी शिफारस केलेल्या

नगरपालिकांकडून प्रस्ताव महाऊर्जाकडून मागविण्यात येतील. तसेच महानगरपालिका व महाराष्ट्र जीवन प्राधिकरण यांच्याकडून महाऊर्जाने प्रस्ताव मागवून गुणकांच्याआधारे प्रस्तावांचा विचार करण्यात यावा.

२) नगरपालिका,महानगरपालिका व महाराष्ट्र जीवन प्राधिकरणाच्या पथदिव्यांचे व पाणी पुरवठा यंत्रणेचे आवश्यकतेनुसार ऊर्जा परीक्षण करुन घेण्यात येईल.

३) सदर सयंत्रे उभारणीसाठीची निविदा प्रक्रिया संबंधित नगरपालिका,महानगरपालिका व महाराष्ट्र जीवन प्राधिकरणाने करावयाची असून त्यासाठी महाऊर्जाकडून तांत्रिक सहाय्य उपलब्ध करण्यात येईल.

४) वरील योजनेच्या अंमलबजावणी विषयीचा प्रगती अहवाल महाऊर्जा शासनास सादर करील.

५) उपरोक्त योजना राबविण्यासाठी महाऊर्जामार्फत आर्थिक तरतूद अर्थसंकल्पित होण्याकरिता कार्यवाही करण्यात येईल.

ड. **आर्थिक तरतूद –**

सदर योजना सन २०१०-११ पासून राबविण्यासाठी मान्यता देण्यात येत असून, यासाठी होणारा खर्च "२८१०-वीज- अपारंपारिक ऊर्जा साधने "या मुख्य लेखाशिर्षा खाली मंजूर अनुदानातून भागविण्यात यावा.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

(सु. दि. पारधी)
प्रभारी अवर सचिव, महाराष्ट्र शासन.

प्रति,
अध्यक्ष,महाराष्ट्र राज्य विद्युत नियामक आयोग, मुंबई.(पत्राने)
व्यवस्थापकीय संचालक, महाराष्ट्र ऊर्जा विकास अभिकरण (महाऊर्जा), म्हाडा कमर्शियल कॉम्पलेक्स, त्रिदलनगरसमोर, येरवडा, पुणे-४११ ००६
प्रधान सचिव, मुख्यमंत्र्याचे सचिवालय, मंत्रालय, मुंबई.
सचिव, उपमुख्यमंत्र्यांचे सचिवालय, मंत्रालय,मुंबई.
मा. मुख्य सचिव, महाराष्ट्र शासन, मंत्रालय,मुंबई.

2127

नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmcgovt.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

O. No: 84
Date: 28th January 2020

To,
The Director
TP Luminaire Private Limited (TPLPL)
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Subject: Buy back of old Sodium Vapour and T5 fixtures

Reference:
1. Work order issued to TPLPL on August 20, 2019
2. Contract signed between NMC and TPLPL on August 20, 2019
3. Financial bid submission by Tata Projects Limited on January 30, 2019
4. Survey report submitted by concessionaire

Please find quantities of Sodium Vapour and T5 fixtures, slated to be removed for Smart Street Light Project as per survey report submitted by concessionaire
Further to RfP condition and financial bid submission by Tata Projects Limited on January 30, 2019 and the buy back amount as per the unit rate in the financial bid pl find the approximate buyback amount subject to actual quantity verified.

Existing Luminaires Buyback						
Division	**70 W**	**150 W**	**250 W**	**400 W**	**T5/CFL**	
Satpur	3222	5976	491	24	912	0
Nashik East	1442	3944	941	92	773	128
Nashik Road	3719	6216	983	60	6	25
New Nashik	8855	3868	639	1	720	0

Panchvati	1992	11800	529	8	1507	2264
Nashik West	319	2314	1581	596	1782	0
Total	19549	34118	5164	781	5700	2417
Buyback Unit Rate (Including Tax)ein INR Submitted by TPL	300	350	400	450	150	150
Total Amount (Including Tax) in INR as submitted by TPL	5,864,580	11,941,300	2,065,640	351,360	855,000	362,550
Total Amount approximately (Including Tax) in INR As per unit rate submitted by TPL	**21,440,430**					

*** Pl note that Highmast Survey not included in this data**

Hence, you are suggested to take the needful action.

Regards,

28/01/2020

Executive Engineer (Electrical)
Nashik Municipal Corporation

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नाशिक महानगरपालिका, नाशिक
विद्युत-यांत्रिकी विभाग

दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई-मेल आयडी :- ee_electrical@nmcgovt.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन, शरणपूर रोड, नाशिक ४२२००२.
NMC/ELECMECH/OWF/ /2019	जा.क्र.मनपा/विद्युत/वशि/डेस्क- / /२०१९ दिनांक :- / /२०१९.

O. No: 85
Date: 28/01/2020

The Manager
Maharashtra Energy Development Agency (MEDA)
Nashik

Subject: Request for independent audit of lux level, uniformity and other associated technical parameters to assess the performance of Smart Street Light project in Nashik under Nashik Smart City

at random randomly selected by NMC, on a rotational basis each year

Reference:

1. Smart LED Street Lights project under Public-Private-Partnership (PPP) basis for PAN City area under Nashik City on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) Basis.
2. Work order issued to TPLPL on August 20, 2019

Dear Sir

Nashik Municipal Corporation is providing municipal services in its jurisdiction catering to a population of about 19 lakh citizens. Through 'Smart Street Project' under Nashik Smart City initiative, NMC under PPP is replacing existing energy consuming street lights with more energy efficient Light Emitting Diode (the "LED") bulbs and installing smart control and monitoring network. The main objective is to upgrade and rehabilitate Nashik city's existing street light network and provide a new smart infrastructure to achieve substantial reduction in the energy consumption and carbon emission.

As a part of project, independent audit of lux level, uniformity and other associated technical parameters is to be done for assessing the performance of Smart Street Light project. In this regard, we earnestly look forward to partner with MEDA. Kindly share with us the modalities of engagement so that the needful can be done at the earliest.

Regards

28/01/2020

Executive Engineer (Electrical)
Nashik Municipal Corporation



2131

roundcube

Subject **RE: Smart Street Light Project - Refund of EMD**
From Sodhani, Shubham <shubhamsodhani@kpmg.com>
To ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Copy PRADEEP BISEN <PM-E@nashiksmartcity.in>, Deshmukh, Swapnil <swapnildeshmukh@kpmg.com>, Mony, Sebastian <sebastianmony@kpmg.com>, Jain, Abhishek <abhishekjain33@kpmg.com>
Date 28-02-2020 18:08

Dear Sir

As per clause 3.13.iv of RfP; "EMD of Successful Concessionaire will be returned after the award of contract and submission of the performance Security within specified time and in accordance with the format given in the RFP". LoA was issued to concessionaire on March 6, 2019 and as per clause 3.22.xii of RfP it was desired that concessionaire deposit PBG within 15 days of Letter of Award/Intent or within such extended period, as may be specified by the NMC. Further, concessionaire deposited PBG on March 29, 2019.

In view of this, subjected to NMC's opinion on extended period and confirmation of receipt of PBG by NMC's bank; EMD may be refunded to concessionaire.

Regards
Shubham

-----Original Message-----
From: ee_electrical@nmc.gov.in <ee_electrical@nmc.gov.in>
Sent: Thursday, February 27, 2020 4:20 PM
To: pmc@nashiksmartcity.in
Cc: PRAKASH THAVIL <ceo@nashiksmartcity.in>; pm-e@nashiksmartcity.in; Mony, Sebastian <sebastianmony@kpmg.com>; Sodhani, Shubham <shubhamsodhani@kpmg.com>; Jain, Abhishek <abhishekjain33@kpmg.com>
Subject: Smart Street Light Project - Refund of EMD

The PMC, NMSCDCL

Tata Projects Limited (concessionaire) has requested for refund of EMD, please provide your opinion.

Regards
Executive Engineer (Electrical)
Nashik Municipal Corporation

****
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K. B.

2933

TP LUMINAIRE

Date: 02.03.2020

To,
Head of Electrical Department
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik – 422001

eTender ID 2018-NMC-365389-1 dated **22/10/2018**
RFP document reference number : MAH-NAS-060-RFP-01

Work Order: H.0.03 dated 20.08.2019

Sub: Declaration for RFP Compliance of Controls Solution

Dear Sir,

With reference to the above mentioned work order and Energy Savings & Performance Contract signed dated 20th Aug 2019 between Nashik Municipal Corporation & TP Luminaire Private Limited, we hereby confirm that our proposed solution for LED Street Light Controls complies with the requirements as mentioned in the RFP referred above. You are requested to check and approve the document submitted along with the mentioned letter.

Yours faithfully,

For TP Luminaire Private Limited

TP Luminaire Pvt. Ltd. * TP LUMINAIRE * Nashik Project

विद्युत विभाग
आवक नं. 306
दिनांक- 2/3/2020

Name: Viral Parekh
Designation: Project Manager – Nashik Smart Street Light Project

Cc- **Project Coordinator**
KPMG, Panchvati NMC Office

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NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Outward number: 247
Date: 07/03/2020

To,
Mr. Ravishankar Chandrasekaran
SBU Head – Urban Built Form
Tata Projects Limited

Subject: Communication Matrix

Reference:
1. Your letter vide. reference number: TPLL-NMC-SC/08-002 dated September 23, 2019 related to communication matrix.

Dear Mr. Ravishankar

Please refer to communication matrix shared by you vide reference TPLL-NMC-SC/08-002 dated September 23, 2019.

It has been observed off late that multiple communications in form of emails and letter are being shared by various members of your team. In fact, names of most of the members are not even mentioned in the communication matrix (reference 1).

Therefore, in case there has been change in team; please share revised communication matrix with clearly demarcated functional areas and designated 'Single' Point of Contact (SPOC), their signature and designation at the earliest to this office.

Regards

नाशिक म.न.पा. विद्युत विभाग

Executive Engineer (Electrical)
Nashik Municipal Corporation

CC:
PMC, NMSCDCL for information

Received
12/3/20
Vinod Parekh

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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Outward number: 248
Date: 07/03/2020

To,
Mr. Sachin Tandon
Assistant General Manager – Construction
Tata Projects Limited

Subject: Fixtures on Smart Road

Reference:

1. Your letter vide. reference number: TPLL-NMC-SC/08-002 dated September 23, 2019 related to communication matrix.
2. Your letter vide. reference number:TPLL-NMC-SC/08-059 dated February 2, 2020 related to fixtures on Smart Road

Please note exceptional approval is hereby given for use and installation of 100 Nos. of warm white fixtures at Smart Road as per above letter submitted by concessionaire through reference number 2.

Regards

Executive Engineer (Electrical)
Nashik Municipal Corporation

Received
12/3/20
Viral Pandya

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Outward number: 249
Date: 07/03/2020

To,
Mr. Sachin Tandon
Assistant General Manager – Construction
Tata Projects Limited

Subject: Space for Command Control Center

Reference:

1. Your letter vide. reference number: TPLL-NMC-SC/08-002 dated September 23, 2019 related to communication matrix.
2. Your letter vide. reference number: TPLL-NMC-SC/08-078 dated February 18, 2020; regarding Submission of Layout for Control and Command Center.

Please note that approval on layout and possession of space for concession period is hereby given to concessionaire. Hence, March 3, 2020 shall be considered as date of allocation of space. For our records and perusal, you are suggested to share detailed architectural drawings at the earliest.

Regards

Executive Engineer (Electrical)
Nashik Municipal Corporation

Received
12/3/20
Vinal Panekh

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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O.No:
Date:

O.No. 439/2020
Date: 25/05/2020

To,
The Project Manager
TP Luminaire Private Limited (TPLPL)
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ashok Kumar

Subject: Response to concessionaire's letter vide reference TPLL-NMC-SC/08-100 dated May 19, 2020

Reference:
1. Street light project in Nashik
2. NMC letter vide reference 390/20 dated May 6, 2020
3. Concessionaire's letter vide reference TPLL-NMC-SC/08-100 dated May 19, 2020

We are in receipt of your response (vide reference 2) to our letter (vide reference 1). In this regard please find our point wise observations to your responses:

1. Observation to concessionaire point 1: Road Category discussion is remaining only for Panchvati Division. You are suggested to come for in-person discussion with your team at the earliest. NMC and PMC are available.

2. Observation to concessionaire point 2: Road Category discussion is remaining only for Panchvati Division. You are suggested to come for in-person discussion with your team at the earliest. NMC and PMC are available. For other divisions discussion could take place for Switching Points for which site re-verification was recommended.

3. Observation to concessionaire point 3: As already mentioned in previous our previous letter (reference 1), it is reiterated that the request is unjustified with regards to Government Guidelines, RfP and/or Contract conditions and therefore unacceptable. Concessionaire is also advised to exercise caution before coming out with such requests.

4. Observation to concessionaire point 4a: As informed earlier in our meetings, reiterating once again that please refer NMC website https://nashikcorporation.in/ and go to Containment Zone tab for required information.

5. Observation to concessionaire point 4b: Similar to above point, refer NMC website https://nashikcorporation.in/ and go to Containment Zone tab for required information. Work must immediately commence in areas which are not in containment zones. You are suggested to expedite and these information could best be taken through verbal communication as doing so shall save time, be more effective and mitigate the delay.

6. Observation to concessionaire point 4c: As already mentioned in previous our previous letter (reference 1), it is reiterated that all monetary aspects are the responsibility of concessionaire. Concessionaire must take necessary steps to ensure safety of personnel deployed for execution.

7. Observation to concessionaire point 4d: We followed with concessionaire multiple times for the any administrative approvals which may be required. However, concessionaire did not respond and has highlighted this as an issue just for the sake in its letter (reference 2). Even now, it is suggested to concessionaire to promptly seek any permissions, if needed.

8. Observation to concessionaire point 4e: Work can take place. In fact, civil works of several smart cities projects are in various phases of progress. Absence of Project Manager in Nashik is the main

reason for slow action from concessionaire's end. It is reiterated that all monetary aspects are the responsibility of concessionaire.

9. Observation to concessionaire point 5a to d: NMC assure of all reasonable help. However, concessionaire needs to fulfill its responsibility and instructions for effective project management. NMC has suggested an SOP to be followed for asset deficiency rectification details. This was shared with concessionaire vide point 4 of NMC letter reference NMC/EL/295 dated March 21, 2020. This was reiterated in our previous letter as well (reference 1). At least concessionaire must follow the step wise procedure and let us know in case of any issues.

In light of this it is suggested to concessionaire to follow necessary steps.

Regards,

Executive Engineer (Electrical)
Nashik Municipal Corporation

CC:
PMC, NMSCDCL for information

administrative app
highlighted this as an issue just for the sake in its letter
concessionaire to promptly seek any permissions, if needed.

8. Observation to concessionaire point 4e: Work can take place. In fact, civil works of several smart cities projects are in various phases of progress. Absence of Project Manager in Nashik is the main

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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O. No: 430
Date: 22-05-2020

Show Cause Notice

To,
The Director
TP Luminaire Private Limited
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ravishankar Chandrasekaran

Subject: Show Cause Notice for delay in execution, non-compliance of RfP conditions and persistent lacunae in ongoing work

Reference:

1. Work order issued to TPLPL on August 20, 2019
2. Contract signed between NMC and TPLPL on August 20, 2019
3. Show cause notice issued to TPLPL vide. reference Smart Light 1 of 2019 dated September 21, 2019
4. Reply from TPLPL to Show Cause notice vide reference TPL-M/UI/-SC/2019-20/LED/Nashik-05 dated September 25, 2019
5. Revised Operation Plan submitted by TPL on 26th November 2019
6. Authorized Signatory from concessionaire as per contract signed between NMC and concessionaire

Even after multiple reminders to TP Luminaire Private Limited (hereafter to be referred as concessionaire) to comply with RfP conditions and follow the timelines; several lacunae in execution have been observed. In fact, the progress of the project is not even in accordance with Operations Plan submitted by concessionaire vide reference 5. Some of the persisting lacunae derailing the progress of project till March 20, 2020 are as follows:

1. Controls and dashboard component

Please refer to clause 4.1.1 of RfP, wherein - "Concessionaire needs to submit a detailed report of survey and design to NMC (Within 30 days)" and further reiterated in RfP on page number 16 and contract clause 4.3, 7.1 and 7.3. The need for completing the survey within 1 month of signing of contract/Work Order and start with execution afterwards was reminded vide reference 3. Consequently, concessionaire vide reference 4 assured to 'comply with RfP terms and make recourse for the time lapsed'. However, neither the RfP/contract condition nor the commitment from concessionaire held good.

In fact, according to 4.12 of RfP, concessionaire was mandated to 'first install control panels with each of the feeders/ switch points before the installation of LED lights. After recording the measurements related to previous load and lightning load, the Concessionaire was to replace the old lights with LED lights and then again record the changed load'. While this was reminded to concessionaire multiple times, an email was sent by PMC in this regard on January 17, 2020 and reiterated on January 22, 2020. Even before, NMC/PMC had been regularly reminding the concessionaire to share action plan for undertaking control and dashboard component (the most recent being an email from PMC on January 14, 2020).

Concessionaire's own revised operations plan (which in itself was shared with considerable delay on November 27, 2019) committed installation of at least 300 panels. However, this too has been done. Rather concessionaire submitted technical solution documents of one make on November 19, 2019. Accordingly, NMC gave go ahead on December 20, 2019. However, the make was again changed, and revised documents were submitted by concessionaire on February 11, 2020. Hence, between December

9-2984

20, 2019 and February 11, 2020; more than a month lapsed and control panels were not been installed. Necessary recourse for the delay was also not made.

2. Delay in completion of Survey

As mentioned earlier, concessionaire was mandated to complete survey within one month from date of signing of contract/Work Order. While the RfP condition and timelines shared in operations plan were not followed. This has been one of the foremost reasons for overall delay in the project. Furthermore, clause 4.10.6 of RfP mandates the concessionaire 'to prepare switching point based inventory post replacement and the concessionaire shall conduct GIS/ GPS mapping of street lighting switching points/feeder panels and rationalize the coverage area under the switching points'. Till today required data has not been shared with NMC. In fact, concessionaire was reminded to do the needful several times; with latest being vide minutes of meeting shared on February 17, 2020 (12:22 PM) and email sent on March 9, 2020 (5:34 PM).

3. Delay in factory inspection visits

Factory inspection is a vital part of execution and was supposed to be concluded well before start of execution work. However, despite multiple reminders site visit to factory for higher wattages has still not taken place and higher wattage fixtures not installed.

4. Slow progress of fixtures installation

Installation of fixtures has progressed with considerable delay, despite all possible assistance rendered by NMC. For instance, it was required that the decision from NMC with regards to road category for lighting purposes is obtained prior to installation of fixtures. However, concessionaire installed the fixtures without required decision. First request for arriving at the decision was submitted by concessionaire on December 6, 2019 through email and post discussion with Deputy Engineers of NMC (as reported by concessionaire); second request through email was submitted by concessionaire on January 13, 2020 at (7.35 pm). However, since the data sheet which was used by concessionaire during 'reported' discussion was found to be inconsistent and incomplete, improvements were suggested to concessionaire on January 17, 2020 (3.03 pm) through email. Afterwards, whenever concessionaire submitted revised data sheet, NMC had given its final decision on road category for lighting purposes in minimum time possible.

5. Lack of timely actions in order to mitigate the delay

NMC has time and again reminded concessionaire about inordinate delay and recommended mitigation strategies. However, instead of working with constructive approach, concessionaire demonstrated lack of seriousness towards the project. Some of the recent pieces of communication with regards to highlighting the delay were dated December 16, 2019 (4.42 pm), December 23, 2019 (6:30 PM and 6:47 PM), December 30, 2019 (4:26 PM), January 1, 2020 (7.34 PM), February 24, 2020 (4:08 PM and 4:17 PM) and March 3, 2020 (12:14 PM).

Considering persistent delay and lack of seriousness towards the project, you are directed to show cause as to why action should not be taken against concessionaire as per Contract and RfP conditions. Also, your reply, if any should be accompanied by proper and detailed plan of action. Your reply is expected within 7 days of date of this letter, failing which it would be perceived that there is no justification from your end.

Regards

Executive Engineer (Electrical)
Nashik Municipal Corporation

CC: PMC, Smart City

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

☎ P.B.X. : 2575631, 2575632, 2577952, 2577921, 2577923
2571479, 2571872 • Fax : (0253) : 2577936, 2315704

O. No: 429
Date: 22.05.2020

To,
The Project Manager
TP Luminaire Private Limited (TPLPL)
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ashok Kumar

Subject: Your request with regards to Force Majeure Event vide reference TPLL-NMC-SC/08-91 dated March 19, 2020

Reference:
1. Work order issued to TPLPL on August 20, 2019
2. Contract signed between NMC and TPLPL on August 20, 2019
3. Concessionaire request with regards to Force Majeure Event vide reference TPLL-NMC-SC/08-91 dated March 19, 2020

Keeping in view the prevailing condition in Nashik Municipal limits and the fact that installation of Street Lights are in public interest; your request related to Force Majeure cannot be considered. Therefore, you are suggested to take all necessary action for expediting the progress of project.

NMC is always willing to extend all reasonable help with regards to approvals and overall guidance.

Regards,

Executive Engineer (Electrical)
Nashik Municipal Corporation

4-2943

O. No: 431
Date: 22.05.2020

To,
The Project Manager
TP Luminaire Private Limited (TPLPL)
One Boulevard, 3rd Floor, Lake Boulevard Road,
Hiranandani Business Park, Powai
Mumbai-400076

Kind attention: Mr. Ashok Kumar

Subject: Response to your letter vide reference TPLL-NMC-SC/08-99 dated May 19, 2020

Reference:
1. Work order issued to TPLPL on August 20, 2019
2. Contract signed between NMC and TPLPL on August 20, 2019
3. Show Cause Notice issued to concessionaire vide reference Smart Light 1 of 2019 dated September 21, 2019
4. Concessionaire letter vide reference TPLL-NMC-SC/08-99 dated May 19, 2020

With regards to your request related to release of EMD, it may be noted that all procedures of Electrical department have been completed and the request has been forward to Finance department of NMC for release of EMD, which can be expected in the coming week.

Further, with regards to concessionaire's request for release of the bank guarantee; the request is hereby denied as it has no relation with the provisions in RfP and/or Contract. Concessionaire has defaulted several times with regards to the project timelines due to which NMC was even constrained to issue show cause notice (vide reference 3) and highlighted the delay multiple times to concessionaire. Timely completion of project is desired from concessionaire and it is advised to concessionaire to exercise constrain before making unjustified requests.

Regards,

Executive Engineer (Electrical)
Nashik Municipal Corporation

CC: PMC, NMSCDCL

Mail
7.45 PM.
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TP LUMINAIRE

TPLL-NMC-SC/08-101 **Date: 27/05/2020**

To,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Response to NMC's Show cause notice (O. No :430) dated 22/05/2020.

Ref:
1. Work order issued to TPLL on August 20,2019.
2. Contract signed between NMC and TPLL on August20,2019.
3. Show cause notice issued to TPLL dated 22/05/2020 (O. No - 430).

Dear Sir,

At the outset we respectfully clarify that there is no such provision of issuance of show cause notice by the Employer and to put the concessionaire to respond within timelines not stipulated in the contract or agreed between the parties. We request your good selves to kindly adhere ourselves within ambit of contract provisos. However, we duly acknowledge and equally appreciate your concerns and share your views for expeditious completion of the project. However, we differ with your views to hold concessionaire as solely responsible for such delays. There are constraints / issues which are beyond the control of concessionaire which have substantially contributed to the delay and non-achievement of our planning.

You are also aware that due to 'Outbreak and spread of COVID-19' all over the World, normal life in most of the nations, including India, is disrupted. The World Health Organization has declared this 'Outbreak and spread of COVID-19' as a pandemic. Subsequently, various events have happened which were completely unforeseen / beyond the control of TPL and the project has suffered disruption of the works.

Such events include lockdowns, suspension of road transportation, railways, various restrictions in movement and pan India spreading of fear psychosis amongst populace and especially workforce. In fact in view of these restrictions already Ministry of finance, Govt. of India has announced that extension of time of six months should be given to concession projects by extending their concession periods. We will be making a separate submission for your consideration for extension of time by including all the relevant delays.

In addition to the aforesaid, we hereby provide the point wise submissions for your kind perusal.

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

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दिनांक- 29 / 05/2020

T-2944

TP LUMINAIRE

1. **Controls and dashboard component: –**

The concessionaire has duly initiated the survey work at Nashik within few days of signing the contract with NMC. However, due to various factors like Model Code of Conduct, Local Festivals, Monsoon & unavailable data from authority, the concessionaire faced constraints in arranging relevant manpower. Since then the concessionaire has submitted survey reports on regular basis to the authority. Further, due to unavailability of predefined survey report format, the concessionaire had to resurvey certain area of city which took additional time & resources to complete survey. Unavailability of complete location details of above mentioned area with the authority had also resulted in further delay in Survey. Also the authority had requested the concessionaire to carry on survey work and installation simultaneously for benefit of the citizens of Nashik which the concessionaire had tried to accommodate judiciously.

It was mutually decided between the authority, concessionaire & PMC that due to site emergencies, the concessionaire will replace the existing conventional fixtures with LED fixtures. There was also mutual decision that the concessionaire can install Smart control panels after replacing existing conventional fixtures. However, the authority has reciprocal obligation to correct the load unbalancing which is still pending from the authority before installation of control panels. We respectfully convey our dismay & surprise to find such observations / allegations being raised even after mutual discussion on the matter, which is already resolved.

In this regard, we would like to update you that after receipt of formal approval from NMC for the revised solution on 12.03.2020, the concessionaire has provided the manufacturing clearance to its vendor and 200 no's Smart Control panels have reached Nashik on 28.05.2020

2. **Delay in completion of survey: –**

Further, to our aforementioned reasons for delay in survey works, in order to complete the survey at the earliest, the concessionaire had employed close to 100 resources and completed the survey activity and the same is also acknowledged by NMC. In addition, Pole marking & GIS/GPS mapping of street light work is in progress and will share it to you after the completion of the commissioning of the system. The concessionaire will provide the data as the works are in progress.

TP LUMINAIRE PRIVATE LIMITED
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TP LUMINAIRE

3. **Delay in factory inspection visits: –**

The factory inspection is pending only for Floodlights and 250 W Street Light. Due to current lockdown restrictions the inspection has been delayed. The concessionaire is coordinating with the vendor and will provide final dates for inspection of pending fixtures.

4. **Slow progress of fixture installation: –**

The concessionaire has always tried to install the light fixtures to the maximum extent wherever there has deficiency clearance as per survey report or design approval received from the authority. However, there has been instances where reported deficiencies are still not rectified by the authority as per the meeting dated November 24, 2019 in presence of Hon'ble Commissioner at NMC premises. The concessionaire has not received the formal deficiency clearance report till date from the authority.

Regarding design clearance and road categorization approval, even after agreement, there has been many instances where work was stopped by local factors. And the concessionaire was forced to install higher wattages fixtures which are over and above the approved wattages. There has been multiple deviation from the RFP and concessionaire seeks formal approval on all designs submitted at the earliest from the authority. The concessionaire would like to highlight here that such forced changes will surly impact project energy savings in due course of time and we request the Authority to compensate the same accordingly.

It is also to be mentioned that, there has been delay in written acknowledgement from NMC for the installation work. We request the authority to sign off the installation carried out simultaneously which will help speeding up the installation.

5. **Lack of timely action in order to mitigate the delay: -**

The concessionaire had always taken a proactive approach to mitigate the delays of the project and requested NMC /PMC to support us with timely approvals.

We submit the following points which require approvals to mitigate the delays.

- Rectification of the infra deficiency
- Illumination design approval
- Physical position of control room
- Installation signoff

The concessionaire is committed to provide service to NMC and to citizens of Nashik for the contract period. However, there has been delay from the authority's part to clear off our outstanding EMD and finalize the Escrow agreement. We request the authority to consider

TP LUMINAIRE

release of the EMD, finalize the Escrow agreement at the earliest which will help us to ease the burden on the project financials.

We trust that our above submission has addressed your concerns and the concessionaire solicits the necessary support of your good offices for the successful and earliest completion of the project.

Thanking you and assuring you of our best services all the time.

For TP Luminaire Private Limited

Ravishankar Chandrasekaran
Director – TP Luminaire Private Limited

CC: Project Management Consultant: KPMG (Nashik Street Light Project)

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
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TP LUMINAIRE

TPLL-NMC-SC/08-101 **Date: 27/05/2020**

To,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Response to NMC's Show cause notice (O. No :430) dated 22/05/2020.

Ref:
1. Work order issued to TPLL on August 20,2019.
2. Contract signed between NMC and TPLL on August20,2019.
3. Show cause notice issued to TPLL dated 22/05/2020 (O. No - 430).

Dear Sir,

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You are also aware that due to 'Outbreak and spread of COVID-19' all over the World, normal life in most of the nations, including India, is disrupted. The World Health Organization has declared this 'Outbreak and spread of COVID-19' as a pandemic. Subsequently, various events have happened which were completely unforeseen / beyond the control of TPL and the project has suffered disruption of the works.

Such events include lockdowns, suspension of road transportation, railways, various restrictions in movement and pan India spreading of fear psychosis amongst populace and especially workforce. In fact in view of these restrictions already Ministry of finance, Govt. of India has announced that extension of time of six months should be given to concession projects by extending their concession periods. We will be making a separate submission for your consideration for extension of time by including all the relevant delays.

In addition to the aforesaid, we hereby provide the point wise submissions for your kind perusal.

TP LUMINAIRE

1. **Controls and dashboard component: –**

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In this regard, we would like to update you that after receipt of formal approval from NMC for the revised solution on 12.03.2020, the concessionaire has provided the manufacturing clearance to its vendor and 200 no's Smart Control panels have reached Nashik on 28.05.2020

2. **Delay in completion of survey: –**

Further, to our aforementioned reasons for delay in survey works, in order to complete the survey at the earliest, the concessionaire had employed close to 100 resources and completed the survey activity and the same is also acknowledged by NMC. In addition, Pole marking & GIS/GPS mapping of street light work is in progress and will share it to you after the completion of the commissioning of the system. The concessionaire will provide the data as the works are in progress.

TP LUMINAIRE

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It is also to be mentioned that, there has been delay in written acknowledgement from NMC for the installation work. We request the authority to sign off the installation carried out simultaneously which will help speeding up the installation.

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- Rectification of the infra deficiency
- Illumination design approval
- Physical position of control room
- Installation signoff

The concessionaire is committed to provide service to NMC and to citizens of Nashik for the contract period. However, there has been delay from the authority's part to clear off our outstanding EMD and finalize the Escrow agreement. We request the authority to consider

release of the EMD, finalize the Escrow agreement at the earliest which will help us to ease the burden on the project financials.

We trust that our above submission has addressed your concerns and the concessionaire solicits the necessary support of your good offices for the successful and earliest completion of the project.

Thanking you and assuring you of our best services all the time.

For TP Luminaire Private Limited

Ravishankar Chandrasekaran
Director – TP Luminaire Private Limited

CC: Project Management Consultant: KPMG (Nashik Street Light Project)

TP LUMINAIRE

TPLL-NMC-SC/08-102 Date: 30/05/2020

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Response to NMC's Show cause notice (O. No :430) vide letter no: TPL- NMC-SC/08-101. – Reg Revised schedule due to Covid 19 Impact.

Ref:
1. Work order issued to TPLL on August 20,2019.
2. Contract signed between NMC and TPLL on August20,2019.
3. Show cause notice issued to TPLL dated 22/05/2020 (O. No - 430).
4. The Response to NMC's Show cause notice (O. No :430) vide letter no: TPL-NMC- SC/08-101.

Dear Sir,

In continuation of our communication dated 29th- May -2020 vide letter no: TPL- NMC- SC/08-101 and keeping in view the current lockdown circumstances, we are hereby attaching the revised Overall project implementation schedule to be followed post lockdown for your perusal.

Schedule is also covering activities that need to be carried out by NMC as well. Please refer Column no: C as (Tasks/Activity) for activities and Column No: L as (Task Owner) for Ownership.

Further to it we have also highlighted some of the points which require approval from NMC in above mentioned letter like –

1. Rectification of the infra deficiency
2. Load balancing activities
3. Illumination design approval
4. Physical position of control room
5. Installation signoff

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दिनांक- ११ / ०६/२०२०

We once again request your active involvement to complete the activities to be performed by NMC as per prescribed timelines to meet end target dates.

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

We sincerely trust that with your timely support, we will surely achieve this revised Project timeline as per attached schedule. This revised schedule is based on the assumption that lockdown will be removed from 1st June 2020.

Thanking you and assuring you of our best services all the time.

For TP Luminarie Pvt Ltd

Ashok Kumar.

Project Manager
Ashok Kumar

CC: PMC (Nashik Street Light Project)

Encl : Revised Project Schedule

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
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Revised Project Schedule

Nasik Smart City Street light Project Zero Date: LOI Date, 16/9/2019											
Survey, Infra Improvement, Installation & Commissioning of LED Lights,CCMS ECB,PAS & ES, Control & Command Center Setup											
S. No.	Division	Tasks	CCMS Qty As per Survey	SE & Fixture Qty as per survey	Completed Qty	Pending Qty	Start Date	End Date	Revised End Date	Current Status	Task Owner
		Project work for Replacement of Light(400w/250w/150w/110w/70w/60w/T-5) & CCMS Panel	1535	86,770			23-Sep-19	20-May-20	30-Nov-20		
1	Road,Panchvati,Satpur	Resource Moblization at NMC Site by TATA PROJECTS LIMITED					23-Sep-19	7-Oct-19	7-Oct-19	Completed	
2		Safety training to resources					23-Sep-19	21-Oct-19	21-Oct-19	Completed	
3		Survey of Street Light Poles/Fixture & Panels	1535	86,770	86,770	0	30-Sep-19	22-Nov-19	16-Dec-19	Completed	
4		Submission of weekly asset deficiency report alongwith back up Survey Report to NMC		86,770	86,770	0	7-Oct-19	28-Nov-19	20-Jan-20	Completed	
5		Verification of the survey reports & infra improvement in line with survey findings by NMC		86,770	39202	47568	14-Oct-19	30-Dec-19	30-Aug-20	WIP	NMC
6		Verification by TPL on infra improvement/earthing in place by NMC		86,770	39202	47568	21-Oct-19	31-Mar-20	15-Sep-20	WIP	TPL
7		Redesigning/ load balancing of switching points by NMC/MSEDCL as per survey findings.	1535		0	1535	2-Dec-19	6-Jan-20	30-Jul-20	Not Yet Started	NMC
8		Separation of any other connected load other than NMC Specific Streetlight or Highmast load from the network	1535		0	1535	2-Dec-19	6-Jan-20	30-Jul-20	Not Yet Started	NMC
9		Number Marking of poles and CCMS panels		77308	0	77308	28-Oct-19	26-Jan-20	30-Sep-20	Not Yet Started	TPL
10		Submission of Bajaj data sheets/test report/panel diagrams to NMC					30-Sep-19	7-Oct-19	7-Oct-19	Completed	

11	Division-Nashik East,Nashik West,New Nashik,Nashik	submission of BEL design architecture including details on comm network & cloud platform					30-Sep-19	14-Oct-19	14-Oct-19	Completed	
12		Factory inspection call, testing, approval from NMC for pending luminaires & CCMS	1535	86770	84270	2500	15-Nov-19	15-Nov-19	30-Jul-20	WIP	TPL/NMC
13		Illumination Design Approval		86770	34459	52311			15-Jun-20	WIP	NMC
14		Dispatch of luminaires		86770	47746	39024	16-Nov-19	6-Apr-20	30-Aug-20	WIP	TPL/BEL
15		Replacement of Existing Conventional Luminaries with New LED Luminaries		86770	41570	45200	16-Nov-19	30-Apr-20	30-Nov-20	WIP	TPL
16		Delivery of CCMS Panels	1535	5680	0	1535	6-Jan-20	31-Mar-20	15-Aug-20	WIP	TPL/BEL/TCL
17		Installation of new CCMS Panels	1535		0	1535	8-Jan-20	30-Apr-20	30-Nov-20	Not Yet Started	TPL
18		Commissioning of CCMS panels	1535		0	1535	8-Jan-20	30-Apr-20	30-Nov-20	Not Yet Started	TPL/TCL
19		Providing space for command & control centre by NMC					25-Nov-19	16-Dec-19	16-Dec-19	Completed	
20		Setting up command & control centre & 24*7 centralised help desk by TPL					25-Nov-19	16-Dec-19	15-Jul-20	Permission required from NMC to start the work.	TPL
21		Sertting up of cloud based CSLMS					25-Nov-19	16-Dec-19	30-Sep-20		TPL/TCL
22		Signing off of Joint Measurement Sheet by TPL/NMC/TPEA					10-Dec-19	18-May-20	30-Nov-20	Pending	NMC
23		Location Finalization of Smart Elements, EAS, PAS & ES		20	0	20	1-Jun-20		30-Jun-20		NMC
24		Survey of finalized location & Drawing approval		20	0	20	30-Jun-20		15-Jul-20		TPL & NMC
25		TDS approval from NMC for ECB,PAS & ES		20	0	20	15-Jul-20		30-Jul-20		TPL & NMC
26		Dispatch of ECB, PAS & ES		20	0	20	30-Jul-20		30-Aug-20		TPL
27		Installation of ECB, PAS & ES		20	0	20	30-Aug-20		30-Sep-20		TPL
28		Commissioning of ECB, PAS & ES		20	0	20	30-Aug-20		30-Sep-20		TPL
29		Go Live					23-Sep-19		30-Nov-20		TPL

Attendance Sheet

Meeting with TPL for smart lighting

dt 11/06/2020

(4 2943)

Sr No	Name	Org / Position	Mobile	Sign
1	Ashok Kumar	PM (TPLL)	9708657550	Ashok
2.	Mahendra Kate	Sr. Manager-Elect (NMSCDCL)	9158897313	महेंद्र कोटे
3.	Aman Gupta	Dy. Manager (TPL)	8962224677	[illegible]
4.	Vaikar S.V.	Dy. Engr.	9423179187	[illegible]
5.	Ajinkya Inamdar	PMC (KPMG)	8830680958	[illegible]
6.	Trilok Mehta	Head-Oper.	8141504036	[illegible]
7.	Ratnakar mishra	Dy. manager (TPL)	9867145864	[illegible]
8	D.B. Vanmali	Dy E Ele	9423179139	[illegible] 11/6/2020
9	H.K. Patil	Ex. Engr	9423179138	[illegible] 11/6

Smart-light-fit

[illegible] for [illegible]

11/6.

MAHARASHTRA ENERGY DEVELOPMENT AGENCY (MEDA)

(A Government of Maharashtra Institutation)
Divisional Office Nashik

DoN/F.No.393/EC/2020-21/314 Date : 13/07/2020

To,

Executive Engineer (Electrical),
Nashik Municipal Corporation,
Electrical Mechanical Division , 3rd Floor,
Rajeev Gandhi Bhavan, Sharanpur Road, Nashik
Nashik – 422 002.
ee_electrical@nmcgovt.in

Subject:Request for independent audit of lux level, uniformity and other associated technical parameters to assess the performance of smart Street Light Project in Nashik under Nashik Smart City.

Reference : 1) Your Email Dated 10/07/2020.
2) Your Letter No. NMC/ELECMECH/OWF/85/2019 dated : 28/01/2020

Sir,

With reference to above subject, you may aware that, MEDA is implementing different scheme for New and Renewable Energy and Energy Conservation in the State of Maharashtra. To implement Energy Conservation Act -2001 in the State, MEDA is recognised as a Designated Agency. MEDA has been implementing Energy Audit programme for different sectors, such as industries, Govt. establishments etc.

As desired by you, for independent Audit of smart street light project, it is to inform you that, MEDA having empanelled Energy Auditors which are accredited by Bureau of Energy Efficiency, New Delhi. You can carry out independent Audit with the services rendered from Energy Auditor.

We are waiting for your reply in this matter.

Regards,

(H. M. Kulkarni) 13/7
Divisional General Manager
MEDA, Divisional Office, Nashik

Divisional Office : Nashik Jilha Krushi Audyogic Sahakari Sangha Ltd. Nashik, Krushi Bhavan Basement, Near N.D.D.C. Bank Dwarka Point, New Mumbai Agra Road, Nashik 422 011 **E-mail :** domedanasik@mahaurja.com **Tel. No.:** 0253-2598685
Head Office : Sr. No. 191, Phase-1, MHADA Commercial Complex, 7th Floor, Opp. Tridal Nagar, Yerwada, Pune 411 006.
Tel No.: 020-26614393/26614403 **Fax No.:** 020-26615031 **E-mail :** meda@mahaurja.com **Web site :** http://www.mahaurja.com

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Subject	**Request for independent audit of lux level, uniformity and other associated technical parameters to assess the performance of smart Street Light Project in Nashik under Nashik Smart City**
From	Divisional Office Nasik <domedanasik@mahaurja.com>
To	<ee_electrical@nmc.gov.in>
Copy	DG Mahaurja <dg@mahaurja.com>, Commissioner Nashik <commissionernmc@gmail.com>, Se Mech <se_mech@nmc.gov.in>, PRAKASH THAVIL <ceo@nashiksmartcity.in>
Date	13/07/2020 04:49 PM

- letter to NMC regarding steert light audit.pdf(~334 KB)

Respected Sir,

Please See The Attachment.

Regards,
(H.M.Kulkarni)
MAHARASHTRA ENERGY DEVELOPMENT AGENCY (MEDA)
Divisional Office - Nashik
Nashik Zilla Krishi Audyogik Sahakari Sangh Ltd.,
Krishi Bhavan, Ground Floor, N D C C Bank, Dwarka Point,
New Mumbai-Agra Road, Nashik - 422011
Phone No 0253-2598685
E-mail Id - domedanasik@mahaurja.com/ Website : www.mahaurja.com

PTO →

TP LUMINAIRE

3 Control Center Layout and BOM

Symbol	Description
D1	Door (2.9' X 6.8')
D	Door (3.93' X 6.8')
W	Window
	LCD

Remarks:
1) All dimensions are in feet

NASHIK MUNCIPAL CORPORATION

KPMG

TP LUMINAIRE PRIVATE LIMITED

Project Name : Nashik Smart Lighting Project

Location : Rajiv Gandhi Bhavan, Nashik

Drawing Name: CCC Proposed Layout

Drawing No. : TPLL-NMC-SC/08-Dwg-01

Scale : NTS | Sheet :

NMC's Approval with signature and stamp

TP LUMINAIRE PRIVATE LIMITED		
Pre. By	Rew. By	Apr. By
Aman Gupta	Ashok Kumar	

TP Luminaire Pvt. Ltd. Nashik

IT Hardware:

Sr. No.	Item Description	Quantity (Nos)
1	LED Screen (55 Inches)	2
2	Desktop	2
3	Internet connection	1 Lot

Interior BOM:

Sr. No.	Particulars		Area (Sq. Ft.)
1.	Toughened Glass Work		330
2.	Aluminum Sliding Window		100
3.	Latex Indoor Wallpaper Prints : Installation + Foam Pesting + Lamination Work		234
4.	Furniture Work		
	A	Sofa : L – Shaped (Sofa Material – Ply Waterproof Century, Krishna Fabric Leather, Century 50 density Devdhar Plywood)	84" x 84"
	B	Desk – Table Office (60" x 30")	60" x 30"
	C	Teapoy (36" x 20")	36" x 20"
	D	Aquaguard Greaves	1 no.
	E	Chairs office rolling	3 Nos.
	F	Reception Desk Etc. (30" x 48")	30" x 48"
5.	Electrical		
	A	AC : Daikin / Forbes 1.5 Tone	2 nos.
	B	Fans : 2 Nos. – Bajaj	
6.	Carpet		LSM
7.	Floor Graphics – Shine		LSM
8.	Painting (Asian Royal - Two Coat)		LSM
9.	Demolition for Renovating Area (Patti – Two Coat, Water Primer)		LSM
10.	Miscellaneous Labor plus for LED Installation work		LSM
11.	Fingerprint Biometric door locker for scada room		
12.	fire extinguisher For scada room		

TP Luminaire Pvt Ltd

५.२७३

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/ ५७५ /२०२०
दिनांक २७ / ७ /२०२०

कार्यालयीन आदेश:

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या प्रकल्पाचे कार्यादेश मक्तेदार मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांना देण्यात आलेली आहे. मनपाच्या यापुर्वीच्या प्रस्तावामध्ये स्मार्ट लाईटींग प्रकल्पाची कमांड कंट्रोल रुम ही पंचवटी विभागीय कार्यालय येथे नियोजीत होती. मात्र पंचवटी विभागीय कार्यालय येथे स्मार्ट सिटी कंपनीची कमांड कंट्रोल रुमचे कामकाज सुरु आहे. त्याठीकाणी जागा उपलब्ध नसल्यामुळे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल रुमसाठी मनपा मुख्यालय, राजिव गांधी भवन येथे सुमारे ४०० ते ८०० स्क्वे.फुट जागा उपलब्ध करुन देणे आवश्यक आहे.

सद्यस्थितीत मनपा विद्युत विभागाचे कार्यालय राजीव गांधी भवन ३ रा मजला (दक्षीण-पुर्व भाग) येथे आहे. या भागातच मनपा मलनि:सारण विभाग(भु.ग.यो.) चे देखील कार्यालय आहे.

मनपाच्या विद्युत विभागातील दालन क्र.३३४ येथे विभाग प्रमुख/कार्यकारी अभियंता यांचे दालन आहे. दालन क्र.३३५ व ३३६ येथे विद्युत विभागातील उपअभियंता यांची दालने आहेत. त्यापैकी सद्यस्थितीत दालन क्र.३३५ हे ऑडीट विभाग (स्थानिक निधी लेखापरिक्षण) यांना तात्पुरत्या स्वरुपात दिलेले आहे. तर दालन क्र.३३१,३३२ व ३३३ ही दालने मलनि:सरण विभागाच्या उपअभियंता यांचे वापरात आहेत. तसेच दालन क्र.३३० हे सुध्दा मलनि:सरण विभागाचे शाखा अभियंता/उपअभियंता हे अंशकालीन वापर करतात. मात्र सदरचे दालन विद्युत विभागाच्या कार्यालया निकट असल्यामुळे त्या ठिकाणी स्मार्ट लाईटींग प्रकल्पाचे कमांड कंट्रोल सेंटर तयार करणे आवश्यक असल्याने मनपा मुख्यालयातील तिसरा मजला दालन क्र.३३० हे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल सेंटर साठी, मे.टी.पी. ल्युमिनियर लि. यांना उपलब्ध करुन देणेस मान्यता देणेत येत आहे. सदर दालन सद्यस्थितीत वापरणारे अधिकारी/कर्मचारी यांनी त्याच मजल्यावरील इतर जागेत व्यवस्था करावी.

२७/७/२०२०

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत कार्यवाहीसाठी:
१) शहर अभियंता, सार्व.बांध. विभाग
२) अधिक्षक अभियंता सार्व. आरोग्य अभियांत्रिकी विभाग(मलनि:सरण)
३) अधिक्षक अभियंता विद्युत-यांत्रिकी विभाग

प-२९८५

नाशिक महानगरपालिका,नाशिक. विद्युत-यांत्रिकी विभाग	
दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई- मेल आयडी :- ee_electrical@nmc.gov.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन,शरणपुररोड, नाशिक ४२२ ००२
NMC/ELECMECH/OWL/२०२०/	जा. क्र. मनपा/विद्युत/वशि/५६१ /२०२० दिनांक- ४ / ८ /२०२०

प्रति,

मा.अधिक्षक अभियंता,
सार्व.आरोग्य अभियांत्रिकी विभाग,
नाशिक महानगरपालिका, नाशिक.

विषय: स्मार्ट लाईटींग प्रकल्पासाठी कमांड कंट्रोल सेंटर(CCC) स्थापीत करणे.
संदर्भ : मा.आयुक्त सो. यांचे कार्यालयीन आदेश जा.क्र.मनपा/५७५/२०२० दि.२७/०७/२०२०.

महोदय,

मनपाच्या स्मार्ट लाईटींग प्रकल्पासाठी कमांड कंट्रोल सेंटर स्थापीत करावयाचे आहे. त्यासाठी मा.आयुक्त सो. यांचे संदर्भिय आदेशाप्रमाणे मनपा मुख्यालय, राजिव गांधी भवन- ३ रा मजला येथील दालन क्र.३३० ही जागा निश्चीत करण्यात आलेली आहे.

सदरच्या जागेचा मलनि:सारण विभागाचे शाखा अभियंता अंशकालिन वापर करत होते. सदरच्या अभियंत्यांची याच मजल्यावरील इतर जागेत व्यवस्था व्हावी ही विनंती.

मा.आयुक्ता सो. यांचे संदर्भिय कार्यालयीन आदेशाची प्रत माहितीस्तव समवेत जोडली आहे.

o/c

अधिक्षक अभियंता(वि.यां.)
नाशिक महानगरपालिका,नाशिक

प्रत माहितीसाठी सस्नेह अग्रेषीत-
१) मा.शहर अभियंता, सार्व.बांध. मनपा नाशिक,
२) मा.उपआयुक्त मिळकत विभाग मनपा नाशिक.

सार्व आरोग्य अभियांत्रिकी विभाग.
5/8/2020

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/ ५७५ /२०२०
दिनांक २७ / ७ /२०२०

कार्यालयीन आदेश:

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या प्रकल्पाचे कार्यादेश मक्तेदार मे.टाटा प्रोजेक्टस् ल्युमिनियर लि. यांना देण्यात आलेली आहे. मनपाच्या यापुर्वीच्या प्रस्तावामध्ये स्मार्ट लाईटींग प्रकल्पाची कमांड कंट्रोल रूम पंचवटी विभागीय कार्यालय येथे नियोजीत होती. मात्र पंचवटी विभागीय कार्यालय येथे स्मार्ट सिटी कंपनीची कमांड कंट्रोल रूमचे कामकाज सुरु आहे. त्यातीकारणी जागा उपलब्ध नसल्यामुळे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल रूमसाठी मनपा मुख्यालय राजिव गांधी भवन येथे सुमारे ४०० ते ८०० स्क्वे.फुट जागा उपलब्ध करुन देणे आवश्यक आहे.

सद्यस्थितीत मनपा विद्युत विभागाचे कार्यालय राजीव गांधी भवन ३ रा मजला (दक्षीण-पुर्व भाग) येथे आहे. या भागातच मनपा मलनिःसारण विभाग(भु.ग.यो. व इतरांचे कार्यालय आहे.

मनपाच्या विद्युत विभागातील दालन क्र.३३४ येथे विभाग प्रमुख/कार्यकारी अभियंता यांचे दालन आहे. दालन क्र.३३५ व ३३६ येथे विद्युत विभागातील उपअभियंता यांचे दालने आहेत. त्यापेकी सद्यस्थितीत दालन क्र.३३५ हे ऑडीट विभाग (स्थानिक निधी लेखापरिक्षण) यांना तात्पुरत्या स्वरुपात दिलेले आहे. तर दालन क्र.३३१,३३२ व ३३३ हे दालने मलनिःसारण विभागाच्या उपअभियंता यांचे वापरात आहेत. तसेच दालन क्र.३३० हे सुध्दा मलनिःसारण विभागाचे शाखा अभियंता/उपअभियंता हे अंशकालीन वापर करतात. मात्र सदरचे दालन विद्युत विभागाच्या कार्यालया निकट असल्यामुळे त्या विभागाचे स्मार्ट लाईटींग प्रकल्पाचे कमांड कंट्रोल सेंटर तयार करणे आवश्यक असल्याने मनपा मुख्यालयातील तिसरा मजला दालन क्र.३३० हे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल सेंटर साठी, मे.टी.पी. ल्युमिनियर लि. यांना उपलब्ध करुन देणेस सदरचा दालन सद्यस्थितीत वापरणारे अधिकारी/कर्मचारी यांनी त्याचे मजल्यावरील इतर जागेत व्यवस्था करावी.

२७/७/२०२०

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रति कार्यवाहीसाठी:
१) शहर अभियंता, सार्व.बांध. विभाग
२) अधिक्षक अभियंता सार्व. आरोग्य अभियांत्रिकी विभाग(मलनिःसारण)
३) अधिक्षक अभियंता विद्युत यांत्रिकी विभाग

No./NMC/Ele/581 /2020
Date :- 28 / 7 /2020

To,
The Project Manager
T.P.Lumeniare Ltd.

Subject :- Establishing of Command control room for Smart Lighting Project of NMC.

Ref :- 1) Your letter for establishing of Command control Center for Smart Lighting Project of NMC .
2) Hon. Comissioner Sir office order No./Elect/575/2020Dt.27/07/2020.

Kind attention : Sh.Ashok Kumar / Sh.Abhishek Das

It is to bring your notic that as per Ref.No.2 the space for Command control Center for Smart Lighting Project is allotted at NMC H.O. Rajiv Gandhi Bhavan Room No.330, Third Floor near Electrical department of NMC.

You are suggested to attend this office along with architect, so that exact working drawing and plan can be initiated as actual measurements of the space allotted to you.

Action may be initiated at the earliest.

Thanking you

Received ABKumar 29/07/20.

28/7

Executive Engineer (Ele.)
Nashik Municipal Corporation.

28/7/20

Copy for Information:
1) Superintending Engineer (Elect. Mech.)

5.29 Le

S V L NO 23/99 RL NO ....
3-6-151 G S TOWER
HIMAYAT NAGAR
HYDERABAD 29
AP-23/GSO/KL(PB)/16/2005

भारत
INDIA

101350 JUL 02 2020

10:43

Rs.0000200 PB5431

NON-JUDICIAL STAMP DUTY TELANGANA

17 AUG 2020

-1-

BG No : 1303919BG0000165
Dtd: 29.03.2019

To,
Nashik Municipal Corporation,
Electrical Engineering Department,
3rd Floor, Rajiv Gandhi Bhawan,
Sharanpur Road, Nashik, Maharashtra 422002

Sub: Amendment of bank Guarantee No. 1303919BG0000165 dt.29.03.2019 for Rs 8,25,00,000/-favouring yourselves valid till 25.06.2020 (hereinafter called the Original Guarantee).

At the request of our client M/s.Tata Projects Limited, Mithona Towers -1, 1-7-80 to 87, Opp. Wesley Co-ed Jr. College, Prenderghast Road, Secunderabad – 500 003, We State Bank of India, Commercial Clients Group Branch, ,Door No 8-2-684/2/A, Anand Banjara Colony, Road No-12, Banjara Hills, Hyderabad-500 034,dohereby extend the validity period from 25.06.2020 to 31.03.2021. Except as provided above all other terms and conditions as appearing in the Original Guarantee shall remain unaltered and binding. Please treat this as an integral part of the Original Guarantee to which it would be attached.

Notwithstanding anything contained herein or in the original / renewed guarantee, as originally issued / renewed earlier:

i) Our liability under this Guarantee is restricted to Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only).

ii) This Bank Guarantee shall be valid upto 31.03.2021 (being the date of expiry of the guarantee).

iii) The Beneficiary's right as well the bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before 31.03.2022 (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause ii above)

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

उप प्रबंधक (व्या.वि.) / Dy. Manager (TF)
वाणिज्यिक ग्राहक समूह शाखा 13039, हैद.
Commercial Clients Group Br. 13039 Hyd.

A. JAYANTI
Deputy Manager
SS. No.J-3478
SBI, CCG Br.-13039, Hyd.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्रबंधक (व्या.वि.) / Manager (TF)
वाणिज्यिक ग्राहक समूह शाखा 1303 , हैद.
Commercial Clients Group Br. 13039 Hyd.

K. VIJAY KRISHNA
SS No. 11242
Manager
SBI, CCG Br.-13039, Hyd.

TP LUMINAIRE

TPLL-NMC-SC/08-120 Date: **20/08/2020**

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002
Subject: Regarding Grant of Extension of time.

Ref:
1. Work order issued to TPLL dated 20.08.2019
2. Contract signed between NMC and TPLL dated 20.08.2019
3. TPLL's Letter no. 101 dated 27.05.2020
4. TPLL's Letter no. 102 dated 30.05.2020
5. TPLL's Letter no. 91 dated 19.03.2020
6. TPLL's Letter no. 105 dated 06.07.2020

Dear Sir,

This is in continuation to the aforesaid letters and today's meeting wherein we have communicated that there have been various constraints/issues on the project, which have caused significant delays and are beyond our control. In this regards, we hereunder apply for an interim extension of time (EOT) in accordance with Cl. 7.4 of Concession Agreement and provide a brief summary of revised project schedule as **Annexure -1**. Keeping into consideration the best interests of the project, we have commenced the works to the extent possible.

Accordingly, we once again request you to grant an interim EOT as per the revised schedule for the completion of the installation phase of the project. Subsequently, based on the future course of events and the corresponding overall concession period for O&M services and energy savings can be further extended.

We reserve our right to add, amend, modify, alter, substitute or restructure the above submissions in the near future. We once again solicit your support to grant us the interim extension of time.

Thanking you and assuring you of our best services all the time.

For TP Luminarie Pvt Ltd

Ashok kumar.

CC: PMC (Nashik Street Light Project)

TP Luminaire Pvt Ltd. Nashik Project

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

Annexure -1

S. No.	Division	Tasks	CCMS Qty As per Survey	SE & Fixture Qty as per survey	Completed Qty	Pending Qty	Start Date	End Date	Revised Date for 80% completion	Revised End Date 100% compilation	Current Status	Task Owner	Days
		Nasik Smart City Street light Project Zero Date: LOI Date, 16/9/2019											
		Survey, Infra Improvement, Installation & Commissioning of LED Lights,CCMS ECB,PAS & ES, Control & Command Centre Setup											
		Project work for Replacement of Light(400w/250w/150w/110w/70w/60w/T-5) & CCMS Panel	1535	86,770			23-Sep-19	20-May-20	15-Oct-20	30-Nov-20			434
1	Division-Nashik East, Nashik West, New Nashik,Nashik Road,Panchvati,Satpur	Resource Mobilization at NMC Site by TATA PROJECTS LIMITED					23-Sep-19	7-Oct-19		21-Oct-19	Completed		28
2		Safety training to resources					23-Sep-19	21-Oct-19		21-Oct-19	Completed		28
3		Survey of blank pole & report submission to NMC for asset deficiency upgradation if required		5680	5680	0	30-Sep-19	7-Oct-19		7-Oct-19	Completed		7
4		Infra improvement of blank poles if required to be done by NMC		5680	5680	0	7-Oct-19	21-Oct-19		4-Nov-19	Completed		28
5		Factory inspection call, testing, approval by NMC before dispatch		5680	5680	0	10-Oct-19	10-Oct-19		10-Oct-19	Completed		

TP Luminaire Pvt. Ltd. Nashik Project

6		Dispatch of luminaires		5680	5680	0	14-Oct-19	21-Oct-19		21-Oct-19	Completed		7
7		Delivery of Luminaires		5680	5680	0	14-Oct-19	21-Oct-19		21-Oct-19	Completed		7
8		Installation on blank poles with New LED Luminaries		5680	5680	0	21-Oct-19	15-Nov-19		13-Nov-19	Completed		28
9		Survey of balance qty of fixtures		81090	81090	0	30-Sep-19	22-Nov-19		16-Dec-19	Completed		77
10		Submission of weekly asset deficiency report along with back up Survey Report to NMC		81090	81090	0	7-Oct-19	28-Nov-19		20-Jan-20	Completed		105
11		Verification of the survey reports & infra improvement in line with survey findings by NMC		81090	39202	41888	14-Oct-19	30-Dec-19	15-Sep-20	30-Aug-20	WIP	NMC	321
12		Verification by TPL on infra improvement/Earthing in place by NMC		81090	39202	41888	21-Oct-19	31-Mar-20	20-Sep-20	15-Sep-20	WIP	TPL	330
13		Redesigning/ load balancing of switching points by NMC/MSEDCL as per survey findings.	1535		0	1535	2-Dec-19	6-Jan-20	30-Sep-20	30-Jul-20	Not Yet Started	NMC	241
14		Separation of any other connected load other than NMC Specific Streetlight or High mast load from the network	1535		0	1535	2-Dec-19	6-Jan-20	15-Oct-20	30-Jul-20	Not Yet Started	NMC	241

15		Number Marking of poles and CCMS panels		77308	0	77308	28-Oct-19	26-Jan-20	15-Nov-20	30-Sep-20	Not Yet Started	TPL	338
16		Submission of Bajaj data sheets/test report/panel diagrams to NMC					30-Sep-19	7-Oct-19		7-Oct-19	Completed		7
17		submission of BEL design architecture including details on comm network & cloud platform					30-Sep-19	14-Oct-19		14-Oct-19	Completed		14
18		Factory inspection call, testing, approval from NMC for pending luminaires & CCMS	1535	81090	78590	2500	15-Nov-19	15-Nov-19	31-Aug-20	30-Jul-20	WIP	TPL/NMC	258
19		Illumination Design Approval		86770	34459	52311			31-Aug-20	15-Jun-20	WIP	NMC	
20		Dispatch of luminaires		81090	42066	39024	16-Nov-19	6-Apr-20	15-Sep-20	30-Aug-20	WIP	TPL/BEL	288
21		Replacement of Existing Conventional Luminaries with New LED Luminaries		86770	57534	29236	16-Nov-19	30-Apr-20	15-Oct-20	30-Nov-20	WIP	TPL	380
22		Delivery of CCMS Panels	1535		280	1255	6-Jan-20	31-Mar-20	30-Sep-20	15-Aug-20	WIP	TPL/BEL/TCL	222
23		Installation of new CCMS Panels	1535		280	1255	8-Jan-20	30-Apr-20	15-Nov-20	30-Nov-20	Not Yet Started	TPL	327
24		Commissioning of CCMS panels	1535		280	1255	8-Jan-20	30-Apr-20	20-Nov-20	30-Nov-20	Not Yet Started	TPL/TCL	327

TP Luminaire Pvt. Ltd. NMC Project

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25		Providing space for command & control centre by NMC					25-Nov-19	16-Dec-19		16-Dec-19	Completed		21
26		Setting up command & control centre & 24*7 centralised help desk by TPL					25-Nov-19	16-Dec-19	20-Sep-20	15-Jul-20	Permission required from NMC to start the work.	TPL	233
27		Setting up of cloud based CSLMS					25-Nov-19	16-Dec-19		30-Sep-20	Completed	TPL/TCL	310
28		Signing off of Joint Measurement Sheet by TPL/NMC/TPEA					10-Dec-19	18-May-20	30-Nov-20	30-Nov-20	Pending	NMC	356
29		Location Finalization of Smart Elements, EAS, PAS & ES		20	0	20	1-Jun-20		31-Aug-20	30-Jun-20	Pending	NMC	29
30		Survey of finalized location & Drawing approval		20	0	20	30-Jun-20		15-Sep-20	15-Jul-20	Pending	TPL & NMC	15
31		TDS approval from NMC for ECB,PAS & ES		20	0	20	15-Jul-20		15-Sep-20	30-Jul-20	Pending	TPL & NMC	15
32		Dispatch of ECB, PAS & ES		20	0	20	30-Jul-20		30-Nov-20	30-Nov-20	Pending	TPL	128

TP Luminaire Pvt. Ltd. Nashik Project



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33		Installation of ECB, PAS & ES		20	0	20	30-Aug-20		15-Dec-20	15-Dec-20	Pending	TPL	107
34		Commissioning of ECB, PAS & ES		20	0	20	30-Aug-20		15-Dec-20	15-Dec-20	Pending	TPL	107
35		Go Live smart Element					23-Sep-19		15-Dec-20	15-Dec-20	Pending	TPL	44

TP Luminaire Pvt. Ltd. Project



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नाशिक महानगरपालिका,नाशिक. विद्युत-यांत्रिकी विभाग	
दुरध्वनी क्रमांक :- ०२५३-२२२२४३३ ई- मेल आयडी :- ee_electrical@nmc.gov.in	कार्यालय विद्युत-यांत्रिकी विभाग, ३रा मजला, राजीव गांधी भवन,शरणपुररोड, नाशिक ४२२ ००२
NMC/ELECMECH/OWL/२०२०/	जा. क्र. मनपा/विद्युत/वशि/ ६७४ /२०२० दिनांक- २७ / ८ /२०२०

प्रति,

मा. सुरक्षा अधिकारी,
नाशिक महानगरपालिका,नाशिक.

विषय:स्मार्ट लाईटींग प्रकल्पाचे कमांड कंट्रो सेंटर बनविणेच्या कामासाठी येणांऱ्या प्रतिनीधी/ कर्मचारी यांना मनपा मुख्यालयात येण्यास परवानगी देणे बाबत.

संदर्भ : १) मा.आयुक्त सो. कार्यालयीन आदेश जा.क्र.मनपा/५७५/२०२० दि.२७/०७/२०२०.
२) मे.टाटा ल्युमीनियर प्रा.लि. यांचे दि.२६/०८/२०२० रोजीचे विनंती पत्र.

महोदय,

नाशिम मनपा हद्दीत स्मार्ट लाईटींग प्रकल्प मे.टाटा ल्युमीनियर प्रा.लि. यांचे मार्फत कार्यन्वीत होत आहे. मा.आयुक्त सो. यांचे संदर्भ क्र.१ चे आदेशानुसार मनपाच्या स्मार्ट लाईटींग प्रकल्पाचे कमांड कंट्रोल सेंटर मनपा मुख्यालय राजिव गांधी भवन - ३रा मजला, दालन क्र.३३०. येथे स्थापीत करण्यात येत आहे.

मे.टाटा ल्युमीनियर प्रा.लि. यांचे मार्फत कमांड कंट्रोल सेंटर उभारणीचे कामासांठी शिव इन्फ्रा प्रोजेक्टस् या व्हेंडरचे प्रतिनीधी/कर्मचारी हे मनपा मुख्यालयात ये-जा करणार आहेत तसेच त्यासाठी लागणारे साहित्य आणणार आहेत.

तरी समवेत जोडलेल्या यादीनुसार प्रतिनीधी/कर्मचारी यांना मनपा मुख्यालयात ये-जा करणेस तसेच कमांड कंट्रोल सेंटर उभारणीचे कामासाठी लागणारे साहित्य आणणेस परवानगी देणेत यावी ही विनंती.

o/c
२७/८/२०२०

२७/०८/२०२०
कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका,नाशिक

SHIV INFRA PROJECT

Add. : Shop No. 2, Basement, Chaudhari Plaza, Rajiv Nagar, Nashik - 422009.
Email : shivinfra5999@gmail.com
Mob. : 9595690222 **Ph. No.:** 0253-2371222

AUTHORIZATION LETTER

Date: 24/08/20

To,
Mr. Gupta,
Nashik Muncipal Coporation,
Dr. Babasaheb Gandhi Bhavan,
Nashik.

Sub: Permission for visiting NMC for Renovation.

Dear Sir,

We would like to request you to kindly grant your permission for the following people as discussed earlier.

SR NO		NAME	ADHAAR NO	PAN NO
A- BHASKAR PAINTER	1	BHASKAR NAVRAO TAUR	536458310053	
	2	SANTOSH BHAGWAN TAUR	986881393647	
	3	PRALEEP RAMPAL KUMAR		
	4	VISHNU SITARAM KHARAT	341111256852	
	5	SANTOSH ASHOK TAUR	381784843987	
B- BERGER PAINT	6	ANURAG ASHOK BIYANI	909992004842	
	7	UMAR GANI AKHTAR	335974262871	
C- P.O.P WORK	8	MO MURTUZA	297933573998	
	9	MOHAMMAD ISARAK ANSARI	453470164455	
	10	MOHAMMAD RAEES	532368004201	
D- GLASS WORK	11	RAMKUMAR SAKALDEO GUPTA	423520894355	
	12	ROSHAN KUMAR	305538042750	
	13	RIJWAN ISLAM KHAN	402341415015	
	14	MAHENDRA KUMAR YADAV		AJFPY7470A
	15	RAVINDRA KUMAR		
E- ELETRICAL WORK	16	MADHUKAR SAMPAT GHANDAT	341901246628	
	17	SOMNATH MAHADU WAGH	287322077209	
	18	MAYUR BHIKCHAND BORALE	362785082024	
	19	RAHUL CHANGDEO PAWAR	946749794259	
G- INDOWOOD FURNITURE	20	AVIDHOOT SHANTARAM MAHAJAN	819157355183	
	21	SANDESH A. PISOLKAR		
G-SHIV INFRA	22	CHANDRAKANT D. PATIL	468376681073	
	23	AKSHAY DEORE	356936984792	
	24	KARUNA C. PATIL	262565511710	
	25	ASAWARI SANER	822842444163	

प्र-2204

TP LUMINAIRE

TPLL-NMC-SC/08-122 **Date: 26/08/2020**

To,
Executive Engineer,
Nasik Municipal Corporation.
Nasik

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system. **Required permission for our vendor for construction of Command & Control Center at RGB**

Dear Sir,

With reference to mentioned subject, following are the persons, which shall be working on behalf of TP Luminaire Private Limited for construction of Command & Control Center at Nasik Municipal Corporation Electrical department, RGB.

We request you to allow the person as per list attached as annexture so they can get access to the said premises.

For TP Luminaire Pvt. Ltd

24/08/2020.

Authorized Signatory.

TP Luminaire Pvt. Ltd. TP LUMINAIRE Nashik Project

विद्युत: विभाग
आवक नं. ...599...
दिनांक-26/8/2020

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

श्री मोजले
Give letter to
Security Dept
26/8/20

SHIV INFRA PROJECT

Add. : Shop No. 2, Basement, Chaudhari Plaza, Rajiv Nagar, Nashik - 422009.
Email : shivinfra5999@gmail.com
Mob. : 9725690222 **Ph. No.:** 0253-2371222

AUTHORIZATION LETTER

To,

Date: 24/08/20

Aman Gupta,

Nashik Muncipal Coporation,

Rajeev Gandhi Bhavan,

Nashik.

Sub: Permission for visiting NMC for Renovation.

Dear Sir,

We would like to request you to kindly grant your permission for the following people as discussed earlier.

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	23	AKSHAY DEORE	356936984792	
	24	KARUNA C. PATIL	262565511710	
	25	ASAWARI SANER	822842444463	

SHIV INFRA PROJECT

Add. : Shop No. 2, Basement, Chaudhari Plaza, Rajiv Nagar, Nashik - 422009.
Email : shivinfra5999@gmail.com
Mob. : 9225690222 **Ph. No.:** 0253-2371222

Shiv Infra Project

AUTHORIZATION LETTER

To, Date: 24/08/20

Ar Gupta,

Nashik Muncipal Coporation,

Rajeev Gandhi Bhavan,

Nashik

Sub: Permission for visiting NMC for Renovation.

Dear Sir,

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	23	AKSHAY DEORE	356936984792	
	24	KARUNA C. PATIL	262565511710	
	25	ASAWARI SANER	822842444463	

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BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Quality Acceptance Plan (QAP) for Feeder Panel Controller

CITISOL

Bajaj CitySol

5 2293

BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

Table of Contents

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2. Quality Acceptance Plan for Feeder Panel 3
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2.3 Product Functionality (Field) Test 8

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BAJAJ
Bajaj Electricals Ltd.
Inspiring Trust

1.Introduction

A quality assurance plan is a document, meant to ensure the final products are of the utmost quality. A quality assurance plan contains a set of activities meant to ensure that customers are satisfied with the goods or services a company provides.

2. Quality Acceptance Plan for Feeder Panel

Bajaj Electricals Limited (BEL) Quality Acceptance Plan (QAP) for Feeder Panel Controller covers the following as detailed here under:

1. Product Type Testing
2. Factory Acceptance Plan
3. Product Functionality (Field)Test

2.1 Product Type Testing

BEL shall provide following type test and certifications from NABL accredited lab at the time of dispatch of 1st lot.

1. Class 1 certification for Energy Meter accuracy.
2. 10 KV Surge protection certification for complete feeder panel
3. IP 55 certification for Feeder Panel enclosure
4. Certification for corrosion free casing
5. Operating temperature and Humidity (-10°C to +55°C and 10-90% RH)

2.2 Factory Acceptance Test (FAT)

Prior to dispatch of each lot, FAT shall be carried out at supplier premises. BEL shall give 4 days' advance intimation of commencement of FAT by e-mail to customer. Customer will have the option of sending its representative for participating in the FAT as per the date communicated by BEL or provide a waiver to BEL by e-mail. Detail FAT Criteria are as mentioned below:

I	**Enclosure check**	**Method**	**Result**
1	Metal Box enclosure	VI	
2	General finish	VI	
3	Viewing window size as per drawing	VI	
4	Check for presence of Key	VI	
II	**Markings and Labels**		
1	Reflective Sticker	VI	
2	Main Label on enclosure (Screen printing)	VI	

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Bajaj Electricals Ltd.
Inspiring Trust

3	Danger Mark on enclosure (screen printing)	VI	
4	Wiring Diagram Sticker inside the enclosure with KW and Phase Details	VI	
5	Live IN, Live OUT Sticker inside the enclosure	VI	
6	Auto Manual Bypass switch label	VI	
III	**Ratings**		
1	3 Pole Latch Relay	VI	
2	4 Pole MCB	VI	
3	63A Input MCBs and 40 A Output MCBs	VI	
IV	**Energy Meter**		
1	L&T 3 Phase DLMS Meter	VI	
V	**Wiring and Mechanical Firmness**		
1	Earthing Terminal	VI	
2	Control Cables 0.5 sq mm	VI	
3	Power Wiring 10 sq mm	VI	
4	Output Terminal Block	VI	
5	Input Terminal Block	VI	
6	Input Lugs	VI	
7	Output Lugs	VI	
8	Remote Load Controller (RLC)	VI	
9	Latch Relay	VI	
10	Cable glands	VI	
11	MCB	VI	
12	SPD 4 POLE 440V	VI	
13	SMPS	VI	
14	Auto/Bypass switch	VI	
15	Energy Meter	VI	
16	Earthing Cable between Bottom of box and door	VI	
17	Lugs and Sheaths	VI	

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Bajaj Electricals Ltd.
Inspiring Trust

18	Ferrules	VI	
VI	**Serial Number and SIM Details**		
1	Unit Serial Number	VI	
2	Unit SIM Number	VI	
3	Unit KW		
4	Unit Phase		
VII	**ELECTRICAL INSPECTION - AFTER POWER UP**		
1	Check if latch relay switches ON the load in BYPASS mode	SVA	
2	Check if meter communication buzzer sound is OK	SVA	
3	For 3 Phase Panels, check if SMPS phase selector is working properly by switching OFF each of the phase supply sequentially	SVA	
VIII	**TEST SETTINGS**		
1	ROTARY AND BATTERY SETUP 1. Put the Rotary-switch in AUTO position 2. Plug in the Battery in RLC	SVA	
2	RTC SETTINGS (ONLY IF N/W TIME IS FAILED) 1. Set RTC as per testing requirement (present/past date & time) 2. Check if the changed RTC value is reflected in testing site/server. 3. Note down the date and time in the observation column.	SVA	
3	SLOT SETTINGS (LOAD MUST BE IN ON STATE FOR MINIMUM-7mins) 1. Set Slot-Time for Load-ON/OFF 2. Check the response from the panel to the testing site/server 3. Note down the slot time that is set	SVA	
IX	**TEST EVENTS**		
1	EARTH LEAKAGE CURRENT FAULT 1.Pass Minimum Current of 30mA 2.Check if panel sends "Earth Leakage Fault with 30mA ADC value (ELF)" in the testing site/server	SVA	
2	EARTH LEAKAGE CURRENT FAULT CLEAR 1.Decrease the Current from 30mA to a Minimum value of 20mA 2.Check if panel sends "Earth Leakage Fault Clear with 20mA ADC value (ELF)" in the testing site/server	SVA	

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	3. Note down the ELF Clear report readings in the table at the back of the report		
3	INCOMING MCB TRIP 1. Manually trip the incoming MCB in the panel 2.Check if panel sends "Incoming MCB Trip (MTF)" in the testing site/server	SVA	
4	INCOMING MCB CLEAR 1. Manually reset the outgoing MCB in the panel 2.Check if "MCB -Clear (MTF)" is updated in the testing site/server 3. Note down the MTF Clear report readings in the table at the back of the report	SVA	
5	SURGE PROTECTOR DEVICE FAULT 1.Remove SPD block for any one phase 2.Check if panel sends "Surge Protector Fault Set (SPF)" in the testing site/server	SVA	
6	SURGE PROTECTOR DEVICE FAULT CLEAR 1.Insert SPD block of any one phase 2.Check if "Surge Protector Fault -Clear(SPF)" is updated in the testing site/server 3.Note down the fault duration from the testing site/server 4. Note down the SPF Clear report readings in the table at the back of the report	SVA	
8	POWER FAILURE 1. Switch OFF the Incoming Supply to the panel 2. Check if panel sends the "Power Failure" error to the testing site/server	SVA	
9	POWER FAILURE RECOVERY 1. Switch ON the Incoming Supply to the panel 2. Check if Panel clears the "Power Failure" error by Note down the failure duration from the testing site/server	SVA	
10	TR RECORD 1. Check if LOAD switches ON at the start of SLOT time 2. Note down the TR report readings in the table at the back of the report	SVA	
11	**OUTGOING CUT** 1. Manually Trip the MCB in the panel 2. Check if panel sends "Outgoing Cut" error message to the testing site/server	SVA	

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12	**OUTGOING MCB CLEAR** 1. Manually reset the outgoing MCB in the panel 2.Check if "MCB -Clear" is updated in the testing site/server 3. Note down the failure duration from the testing site/server	SVA	
13	**TAMPER** 1. Close the panel door to press the Tamper Limit-Switch 2. Check if the "Tamper" error is cleared in the LIVE before MR report in testing site/server	SVA	
14	**MR RECORD** 1.Ensure Load is in ON state for 7mins without any intervention 2. Wait for the Slot Time to end 3. Check if the panel sends the MR report to the testing site/server 4. Note down the MR report readings in the table at the back of the report	SVA	
15	**BYPASS MODE (ONLY IF TIMER IS PRESENT)** 1. Set the Timer in "HAND/MANUAL ON" mode 2. Change the Rotary-Switch position to BYPASS 3. Check if panel sends MODE message to the testing site/server 4. Check if LOAD is ON 5. Record the next LIVE message in the table provided at back of the report	SVA	
X	**FACTORY DEFAULT SETTINGS**	SVA	
1	**ROTARY AND BATTERY SETUP** 1. Put the Rotary-Switch in AUTO position 2. Unplug the Battery from RLC	SVA	
2	**RTC SETTINGS** 1. Set RTC to present date and time 2. Check if the changed RTC value is reflected in testing site/server. 3. Note down the date and time in the observation column.	SVA	
3	**SLOT SETTINGS** 1. Set Slot-Time as per the "**PROJECT REQUIREMENT**" 2. Check if the panel sends the response to the testing site/server	SVA	
4	**TIMER SETTINGS** 1. Set Timer program for ON/OFF time as 18:00 to 06:00 for all 7 days	SVA	
5	**EARTH WIRE SETTINGS** 1. After a successful Earth Leakage Current Fault test connect the earth wire with SPD earth terminal via CT coil	SVA	
6	**DEFAULT VALUES** 1.After full testing completed ensure the default values are changed as mentioned in Parameter Record 2.Record the default values in the table provided at back of the report	SVA	

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2.3 Product Functionality (Field) Test

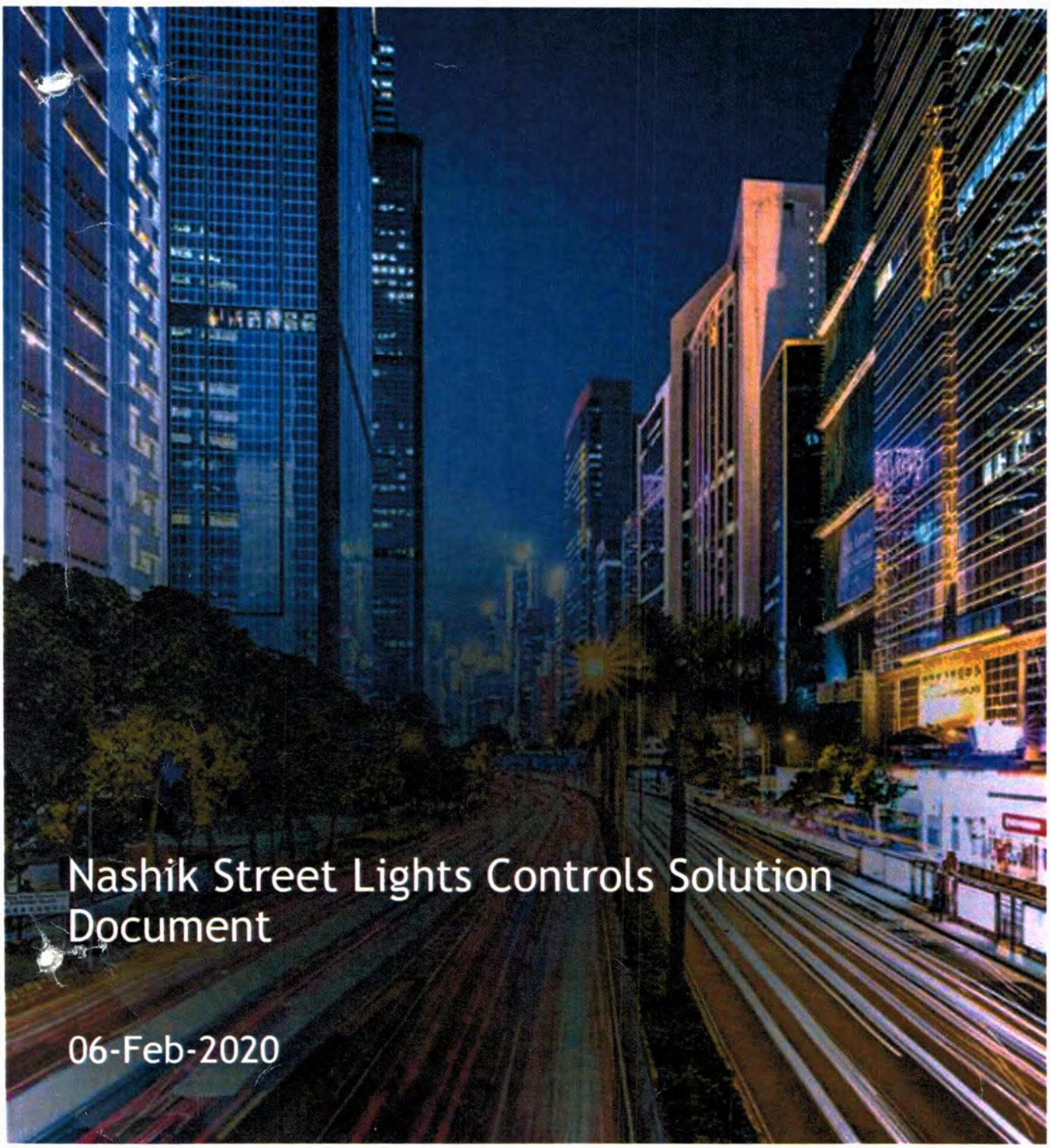
Supplier will demonstrate the full functionality of 20 nos. Feeder Panel along with the application SW in the field at the time of first lot delivery of Feeder panel controller as one-time exercise. Following functions shall be demonstrated for a period of 7 days post commissioning

Sr.	Functional Test	Acceptance Criteria	Supplier's deliverables
1	**Manual operation mode** On Demand - Switching ON/OFF lamp	The said Feeder Panel controller integrated with given group of lights will switch on and off when user clicks on button provided in cloud-based application	The lamps connected with Feeder panel will switch on or Off based on command given.
2	**Auto operation mode** Switching ON/OFF lamp based on predefined schedule	The said Feeder Panel controller integrated with given group of lights will switch on and off as per predefined schedule as configured in application	The lamps connected with Feeder panel will switch on or Off based on command given.
3	Mains failure Alert	Input Power Supply ON and OFF Alert	Alert will be shown in application to indicate the fault and alert will be reset when fault repaired
4	High Voltage Trip / Low voltage trip and Recovery Alert	The Feeder panel controller will show alert on application.	Alert will be shown in application to indicate the fault and alert will be reset when fault repaired
5	Contactor Failure Alert	The Feeder panel controller will show alert on application.	Alert will be shown in application to indicate the fault and alert will be reset when fault repaired
6	MCB Trip and Reset Alert	The Feeder panel controller will show alert on application.	Alert will be shown in application to indicate the fault and alert will be reset when fault repaired
7	Overload & Manual By-Pass alert	The Feeder panel controller will show alert on application.	Alert will be shown in application to indicate the fault and alert will be reset when fault repaired
8	Phase (any 1 or 2 of the 3phase supply) Failure alert	The Feeder panel controller will show alert on application.	Alert will be shown in application to indicate the fault and alert will be reset when fault repaired

9	Dashboard	Real time dashboard for Feeder panel controller working/ non-working & Energy consumption per Feeder panel.	Application will provide dashboard for getting group or individual view of each Feeder panel to showcase its status & its power consumption
10	Reports (exportable to Excel & PDF)	Data will be shown in screen-based reports as per define formats.	Application will report in given format and these would be available for export to Excel & CSV (printable versions)







Nashik Street Lights Controls Solution Document

06-Feb-2020

TP Luminaire Private Limited

Nashik Smart Street Lighting Solution

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1 Introduction

Tata Communications Limited through Bajaj Electricals Limited will provide internet of things ('IoT') based controls solution for optimizing the power consumption & usage of Street lights at the following Customer Premises:

S.No.	Address of Customer Premises or End Customer Premise
1	TP Luminaire Private Limited - NMC Nashik LED Street Light Project - Nashik -Maharashtra

1.1 Scope

TCL shall be responsible to deliver the Smart street light solution as part of IoT solution to Customer. The solution will be comprised of the following major components with their meaning and description as set out here under:

- **IoT "Device" or "Controller"**- means a hardware that may be integrated with LEDs. Controller can be either Individual Luminaire Monitoring Controller "ILM" or Intelligent Luminaire Controller ("ILC"- which is LoRaWAN based with on/off/schedule and metering features as detailed out in design document annexed as Annexure section to this SOW). and/or

  Group Level Luminaire Monitoring Controller "GLM" with feeder panel controller which is GSM based, as detailed in design document annexed as Annexure section and Annexure section to this SOW.

  GLM could be further categorised into single phase or three phase as per bill of material ("BoM").
- **Services** means to provide LoRaWAN based IoT solution to Customer for Street Lights, for optimizing the power consumption & usage of Street Lights at the Customer Premises. Services include Connectivity, Application, APIs, AMC and Support.
- **Connectivity** - means LoRaWAN Network connectivity along with IoT Platform and Global System for Mobile communications ("GSM") network connectivity.
- **Cloud based Software** - Supplier will provide unified single cloud-based Application to monitor & control both GLM & ILM Controllers of Street Lights. Details of the cloud-based software shall be as provided in this document.
- **APIs** -. Application Programming Interface ("API") for the purposes of this SOW means a code made available by Supplier to Customer that permits interact or interface with Customer's existing application which will help to monitor & control the Street Lights.

2 Proposed Solution

To meet the requirement of Customer, Tata Communications proposes Smart Street Light Solution over its LoRaWAN.

2.1 Solution description

Tata Communication would like to offer end to end solution where in Street Light Controllers, Network, IoT platform & software application will be provided. The solution comprises of following components.

- Tata Communications' Street Light Controller
- Tata Communications' Group Level Monitoring System
- Tata Communications' LoRaWAN.
- Tata Communications' IoT Platform.
- Software Application and Dashboarding services.

Solution block diagram for pole/lamp control using LoRaWAN.

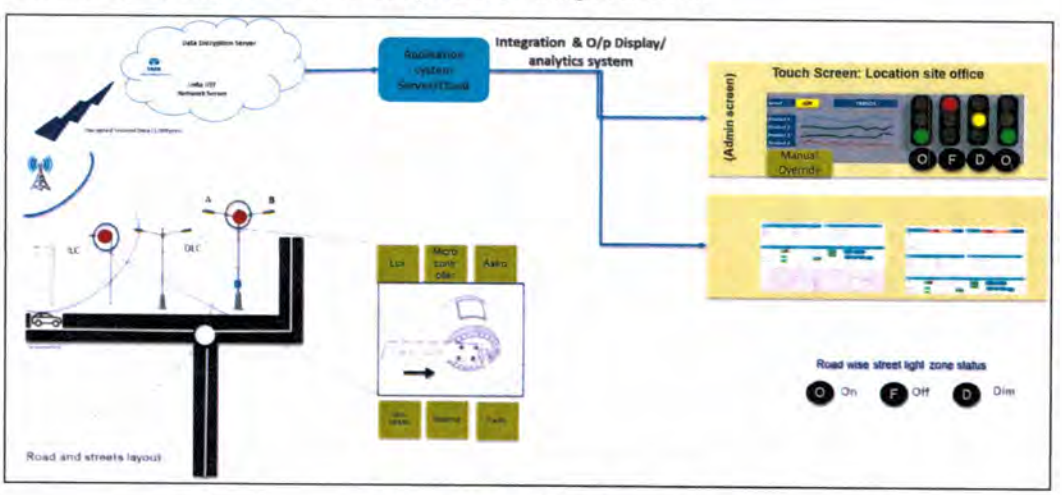

Figure 1: Solution block diagram

Proposed Business Process Flow

The diagram below showcases the data flow from LoRa enabled Street Light Controller onto the LoRaWAN & IoT platform and Application subsequently.

As showcased in below diagram , On the Input side of the ILM circuit, a GLM panel will be provided . The application will have GLM panel that control the lamps directly (feeder based lamps control- ON/OFF, No diming) while ILM with GLM at input with feature of Input feeder (ON/OFF) and ILM with ON/OFF/Pole level diming. Metering is available for GLM & Pole controller level.

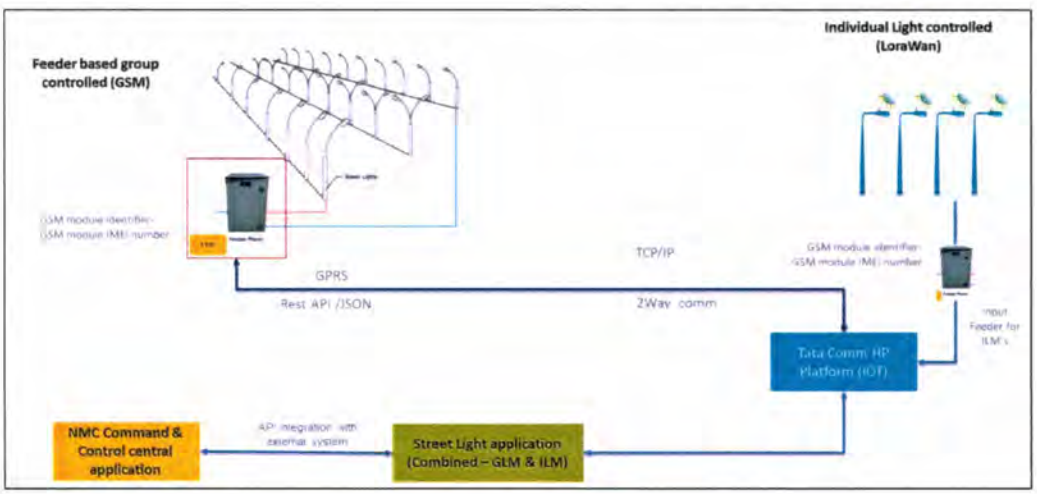

Figure 2: High Level Business Process Flow

As depicted from the diagram, the uplinks and downlinks from and to the LoRa enabled Controllers would be onboarded onto the IoT network & IoT platform and application.

2.2 Solution details and its different components

Below Section describes each solution component that is being offered to the Customer.

2.2.1 Individual Luminaire Monitoring Controller "ILM"

There will be two types of controllers to be supplied

- Single controller connected to 1 lamp on its side arm
- Single controller connected to 2 lamps on mounted on its pole body

Following are the brief specifications about the Controller.

- The LoRaWAN controller will have Relay to control single load / multiple loads up to 500W.

- It will have on board feature to monitor individual status of connected load in realtime.
- It will have dual colour status indication LED to indicate to show health status of the device.
- It will give the LED Load failure status Notification, realtime update of ON/OFF status/ dim, metering data.
- It will have three modes of operation: Schedule, Photodiode(Lux) and Real Time On/Off.
- It will have non-volatile memory to store up-to 3 On/off schedules. It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule stored in controller / as updated. Once the lighting schedule is set/ stored in local memory of device , it would operate the connected loads / lamps according to that schedule till the time new schedule is not updated by user. In case communication failure the local memory in device will run the lamps as per the schedule.
- Diming facility (step by step dimming, 0-10V). Uniform diming for single or both lamps connected to single controller. Single dimming command from controller to N number lamps of load connected to it.
- It will have metering capability (class 1 accuracy) to measure and communicate power consumption of the load(s) connected to it at pole level .
- The group of ILM will be connected to input feeder panel that will be controlled via application.

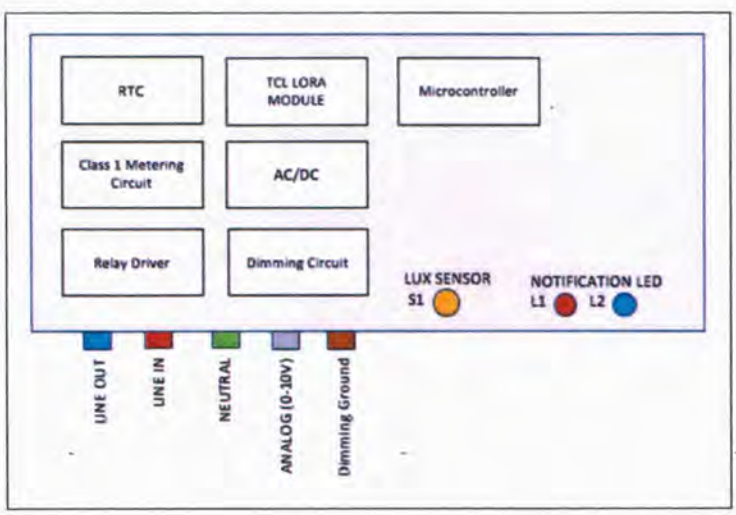

Figure 3: Device Block Diagram

Device Specifications	
Device Features	On/Off, Dimming & Metering
Lamp type	LED Light
Mode of Operation	Manual Mode, Lux Sensor [Factory] Mode, Calendar Schedule Mode
No of Lamps	One or two
LED Load Wattage	20W to 500W
Dimming Interface	0-10V analog
Dimming Range	0% - 100% with step of 10%
Lux Sensor	460 nm-655 nm
Load Power Measurement	Accuracy Class 1
Device LED Indicator	Red, Blue Colour LED
Network Interface	LoRaWAN 1.0 Class C
RF Spectrum	India ISM Band
Tx Power	14dBm
Security	128-bit AES Encryption
Operating Voltage	170V-300V AC, 50Hz
Maximum Input Power Supply	440VAC up to 2 hours
Power consumption	<=2.5W
Dimensions	DxH: 114mm x 114mm
Weight	<500 gms
Enclosure Color	Industrial Grey
Alert/Notifications Message	
Lamp Failure	Yes
Over/Under Voltage	Yes
Over/Under Current	Yes
Mains Failure	Yes
Low Power Factor	Yes
Data Reported on Application	
Data Reporting Interval	Configurable from 15 min to 60 min & realtime for alerts or for change of state
Lux Sensor Value	Yes
Line Voltage	Yes
Load Current	Yes
Power Factor	Yes
Energy Consumption	Yes
Lamp Burn Time	Yes
Controller Burn Time	Yes

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Device Specifications	
Lamp On/Off Cycle	Yes
Diming / On / Off	Yes, in real time
Product Certifications	
Connection Type	5 core connection wire with 1 meter length min. (suitable length)
Metering Accuracy	Class 1
IP rating	IP65 integrated with NEMA LED Light
Operating Temperature	0°C to +60°C
Network	TCL LoRa End Node Specifications
Surge	10 KV as per IEC 61000-4-5
Other Details	
Warranty	1 Year
Location Information	Received via Application

Controller is capable of measuring and monitoring

- Input voltage (Volts)
- Load current (Amps)
- Active power (Watt)
- Power factor (PF)
- Energy (kWh)

The Controller is able to detect the following failures specific to individual Luminaire.

- Load failure alert & restoration
- high/low mains voltage alert & restoration
- high/low mains current alert & restoration

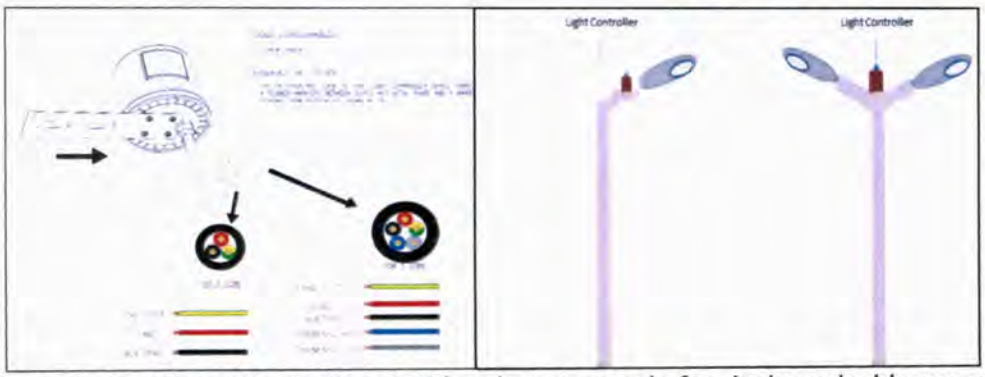


Figure 4: Mounting of Controller on either Arm or on pole for single or double arm poles

Mounting of Controller for single or double arm poles

- ILM-Single arm Lamp : device will be fitted on pole arm using small "C" shape clamp using 1 meter wire and mounting bracket
- ILM - Double arm: device will be fitted at top on the main pole and will come with 2 meter 2 separate wires , each to connect each lamp. For this mounting device will be provided with large "C" shape clamp and mounting bracket

Clamp: the ILM will be installed on each arm of each lamp using C shape clamp or on each pole (parallel to pole) using clamps. The ILM sticker to have SR No, QR code and it will be provided with every ILM. Whenever ILM is installed, QR code will be scanned at ground and not at installation lamp height via android installation mobile app. The wiring nomenclature will be as below, and suggestive mounting arrangements as shown below.

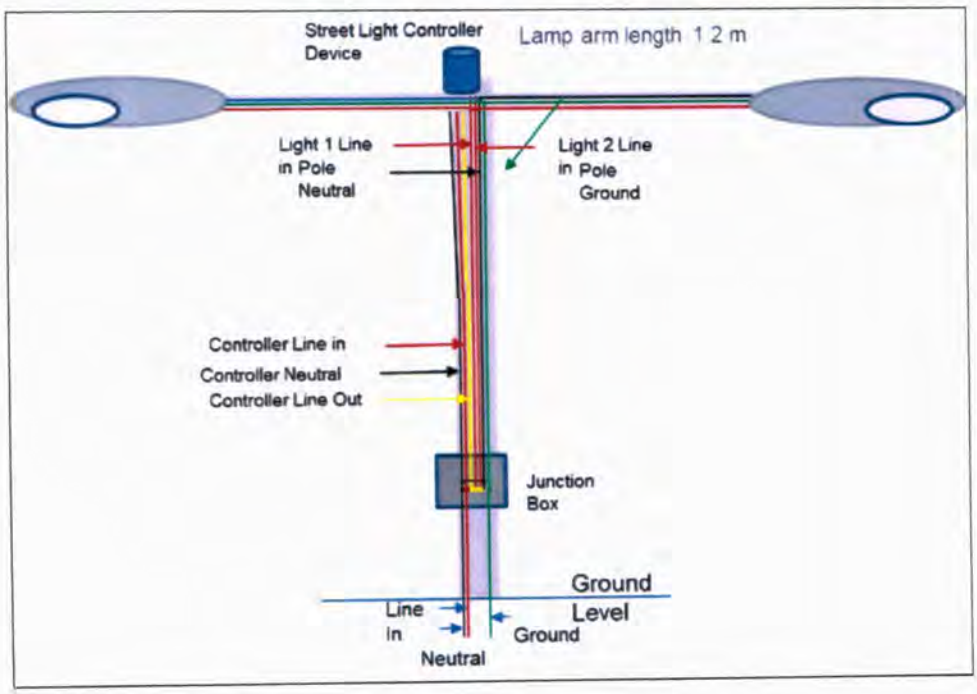


Figure 5: Controller- wiring (illustrative example)

Note: Above mounting option are tentative and best mounting arrangement can be decided by TPLL's field team .

2.2.2 Group Level Luminaire Monitoring Controller "GLM"

The Control Panel consists of GLM-Controllers, Contactor, MCBs, Isolator, SPDs, Energy Meter and Earth Leakage CT. All these components are mounted on a metal box The enclosure shall have front doors with lock-key and see-through window. The top compartment shall house the energy meter (and also additional power distribution company / state board electricity meter as needed) , the GLM-Controller and the Auto Phase Selector Switch and the bottom compartment shall house the Isolators, SPDs, Contactor, Phase, MCBs, Leakage Current Detection CT and the input and output lugging terminals.

Tata Comm will provide a Feeder Panel Controller using GSM technology and that consist of a class-1 energy meter, feeder panel control unit and wireless communication unit, the standard rating will be 10 KW & 5 W for 3P & 1 Phase respectively and has EPROM to store data locally in case of any data link / communication failure .

The system will work using user facing streetlight application. The panel will have its own smart meter while will also have provision to fix MSEB meter with window in metal cover. The system has its own power battery in case of communication failures, memory and has various protection system / devices like MCB, SPD etc. Refer detailed data sheets for more details

The panel has nylon cable glands at the bottom, one for input suitable for incoming supply cable and one for the output cable. The enclosure has metal brackets on the rear to enable fixing to the compatible mounting frame. The enclosure if locked properly provides IP55 protection to all internal components. Insulation Resistance between the current carrying parts and the protective earth and it shall be at least 50 M Ohm. The SPD earth shall terminate at the Earthing Bolt of the panel and this must be connected to a proper earth to ensure the effectiveness of the SPDs in the panel. The energy meter, Contactor, Single Pole MCBs, Isolator, GSM Controller, Auto Phase Selector Switch shall all be mounted on the mounting panel inside the SMC Enclosure. All the load current bearing wires shall be PVC insulated flexible copper cables. There shall be SPDs between each pole to Earth. The electrical schematic of the panel shall be pasted inside the panel for reference any time. Refer detailed wiring diagram, BOM for more details.

The GLM-Feeder Panel provided for this project class-1 energy meter, GSM / GPRS based controller that can be connected to 'n' number of lamps for ON/ OFF as per schedule via application or via local timer The local EPRON stores the lighting schedule so that in case on communication failure . It communications on GSM-GPRS its status and critical data in the real-time for On/Off/Fault & its types , phase wise voltage, phase wise current, wattage (KWH) and Power Factor(PF) per phase .

The EPROM enables the device to store the data locally in case any communicate failure and this data is pushed to application when communication link is up (restored) . The panel is made of corrosion restraint material and is IP55 . The design of panel is made so that there is space for MSEDCL meter space (with see through window) in feeder panel controller. The panel has uniform rating for 3P & 1P panels respectively. The GLM panel can control phase wise N number of lamps connected to it downstream for ON/OFF.

GSM Controller:

It's a GSM / GPRS based Feeder panel controller that can remotely control lamps connects to it. It shall facilitate override operation, set the switching cycle mode, configure the alerts for over/under voltage/current/power trip and reset and MCB trip and reset. The Web interface to the electronic controller shall be deployable on standard servers and shall facilitate

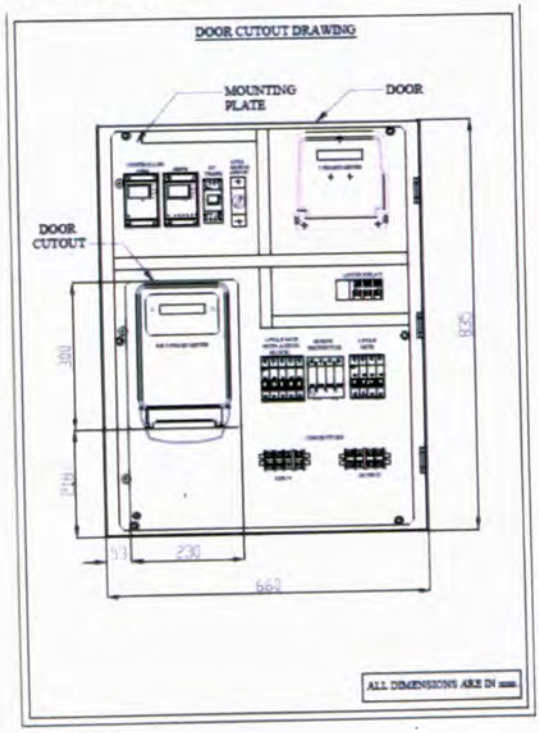
simultaneous access to one or more of the devices to modify settings at once. Detailed specification will be provided in separate annexures

Electrical Data & Specification GLM controller- See data sheet of GLM, wiring diagram for details.

High level details as below

1. GLM voltage range 140-295 V (AC, 3 phase)
2. Feeder Panel housing: Metal housing with Lock (single key for opening all panels locks)
3. Availability of space in GLM to accommodate 400mm x 400mm MSEDCL Energy Meters (state board 3 phase / 1 phase meter)
4. In all the CCMS panels, Incomer Breaker, MCB and Outgoing breaker MCBs and by-pass switch/isolator
5. GLM will have MCB of 63 amp at incoming and 35 /40 amp at outing, Single or 3 units of 4 pole MCB at outing
6. 40kA, 440V surge protection device to be provided incomer side of CCMS panels
7. System box with IP 55 protection and with Corrosion resistant metal enclosure with proper lock arrangement.
8. In 3 phase CCMS panels, automatic phase selectors (APS) with smps working on GSM/GPRS and updating application in realtime
9. SMS / application on screen based alerts for below critical alarms/alerts
   - Full / partial load failure (Group failure of lights)
   - Faults / trips
   - Overload on phase
   - No output supply
   - Power Failure (power trip)
   - Earth leakage (Alert for Leakage to ground)
   - By-pass mode
   - Door open
10. Programmable options through remote access:
    a. Continuous ON / OFF.
    b. Local timer
    c. Switching ON/OFF based on scheduled On Time and Off Time.

d. Enable / disable alerts for Input Power failure / resumption, output MCB trip / reset, over / under voltage trip / reset.



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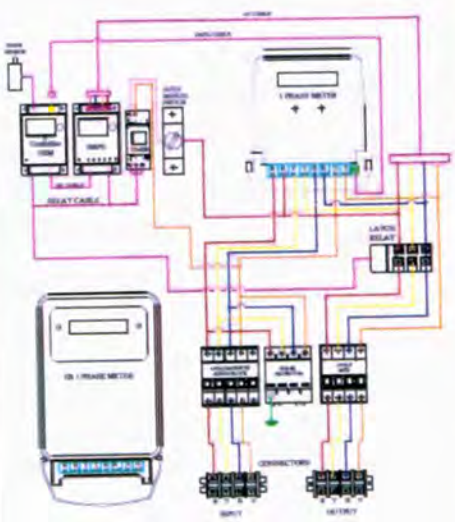
Electrical Circuit Diagram



S.NO	NAME	SPECIFICATION	QTY
1	Energy Meter	3 Phase,10-60 AMPS,CLASS 1,DLMS RJ11	1 NO
2	Connector	4 pole Terminal block	2 NO'S
3	MCB	4 pole mcb / 3x SP	1 NO 3
4	MCB	4 Pole mcb with addon block SP	1 NO 3
5	Surge Protector	Surge Protector Device, 4 Pole, Imax-40kA, In-20kA, 440V, Din Rail Mount.	1 NO
6	Latch relay	Latch Relay, 3 Pole, 80A, Double Coil, 12VDC, No Bottom Vents.	1 NO
7	Selector switch(Auto/Manual)	Selector Switch (SA2, 3NC Elemets With Mounting Plate)	1 NO
8	Timer	Digital Timer - GIC CRONO, 240V AC, 1 C/O, 16A NO,5A NC	1 NO
9	Smps	Smps, 3Phase 4Wire, 12V DC, With Latch Relay Control	1 NO
10	Controller	Remote Load Controller, GSM	1 NO
11	Enclosure box	Size-Width 660mm,Length 835mm,Deapth 175mm	1 NO
12	Mounting plate	Size-Width 600mm,Length 810mm,Thick 1.2mm	1 NO

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Data sheet for GLM

Technical Specifications – 3 Phase GLM

S.NO	FEATURES	SPECIFICATIONS
1	StreetLight Controller	• Connection Type - Three Phase (4Wire) • Voltage – 140V - 295V P-N on each phase • Load Control Capacity – 32 Amps per phase • Frequency – 50Hz • Surge Protection – 440V, 40kA • 4 Pole MCBs on the Input and Output side. • Lugs provided for proper electrical connections
2	Controller Unit	• Capable of switching ON/OFF all the luminaires of a switching point based on the lighting schedule set. • Switching operation in Auto mode is not affected even if there is no communication with the server • Communicates real time status of electrical parameters: • Voltage • Current • Wattage • Power factor • Sends instant notifications for events. • Internal Storage available to log the data for a minimum period of 10 days • Hybrid Communication - Communicates via GSM/GPRS
3	Communication Module	• Ability to communicate securely via cellular networks (GSM / GPRS) • Two-way communication • Ability to send data regarding energy usage, ON/OFF status etc. from controller • Ability to give commands from a central level for switching ON/OFF, scheduling, etc. • • Ability to remotely upgrade the GLM device firmware from central server
4	Energy Meter	• 3 Phase 4 Wire Class 1.0 Energy meter • RS-232 Interface with DLMS Protocol • ISI Certified Energy Meter • Communication for a wide voltage range: 144V to 288V
5	Enclosure	• Compliant to IP55 protection • Corrosion resistant metal enclosure • Lock and key mechanism for safety
6	Load Protection	• Over Voltage • Under Voltage • Short Circuit • Surges
7	Event Notifications	• Over Voltage • Under Voltage • Input MCB Trip (Main breaker error) • Switching component fault • Output MCB Trip • Input Power Failure • Leakage to ground • Auto / Bypass Status • High Current • Door open • Meter Communication Error

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2.2.3 Tata Communications' LoRaWAN

Tata Communications will be using its low power long range LoRaWAN for connectivity in various cities for the LoRa enabled Street Light Controllers. LoRa enabled Street Light Controllers will get connected and relay the data into the centralized LoRa network server and the IoT platform subsequently. The communication between end-devices and gateways is spread out on different frequency channels and data rates.

LoRaWAN data rates range from 0.3 kbps to 5.6 kbps. To maximize both battery life of the end-devices and overall network capacity, the LoRaWAN network server will manage the data rate and RF output for each end-device individually by means of an adaptive data rate (ADR) scheme.

The LoRaWAN protocol provides 128-bit AES (advanced encryption standard) symmetric encryption at network and application level. There will be provision of two keys i.e. network session (NWs) key and application session (Apps) key. The AppSKey will enable to encrypt the payload data and the NwkSKey would then encrypt the entire data packet (including overheads).

2.2.4 IoT Platform (IoT)

Tata Communications' IoT platform is a support system for Tata Communications LoRaWAN India network deployment. It is a backbone of the ecosystem that offers wide variety of functions to manage devices, data, applications, data security and integrity. On top of ubiquitous connectivity, the IoT Platform provides federation for device and service management, and data acquisition and exposure to applications. It also has security built directly into the platform's foundation, enabling end-to-end protection throughout the data lifecycle. IoT platform supports LoRa devices compliant to "LoRa end node specification" provided by Tata Communications.

IoT platform is aligned with the industry standard and designed to be industry, vertical, and vendor-agnostic. The diagram below depicts the overview of Tata Communications IoT Platform and its module provided as part of the solution.

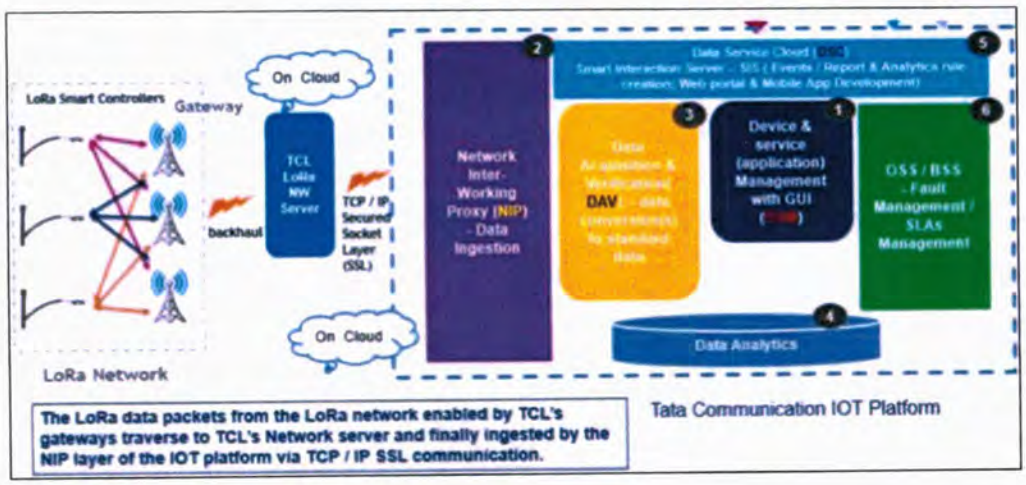

Figure 6: IoT platform Overview

2.2.5 Application Software

Unified of Cloud based Application:

1) High-level business process flow - The diagram below depicts the proposed business process flow for operating the IoT solution for Street Lights.

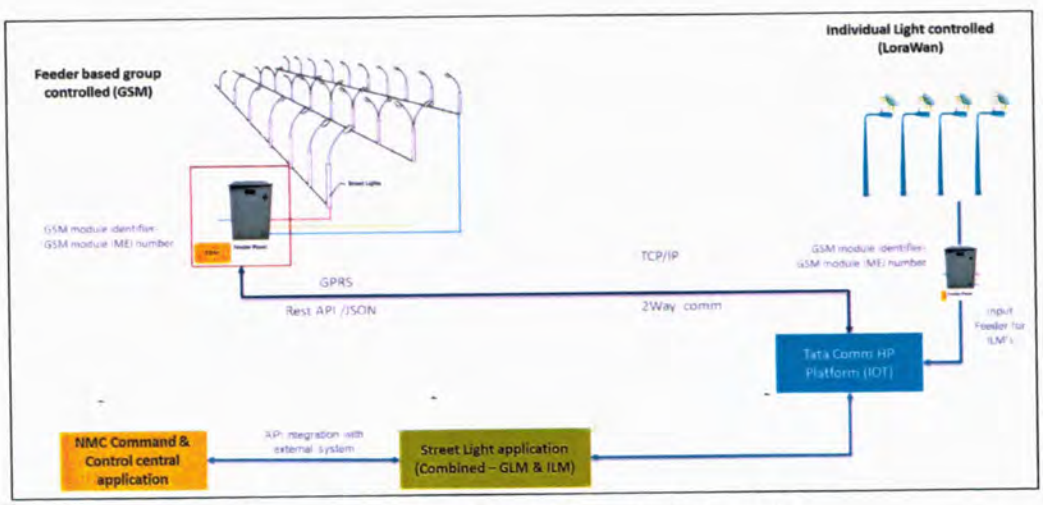

Figure 7: High level Entire Business Process Flow

2) A unified cloud-based application for monitoring and control of TCL provided Controllers (ILM & GLM) .



Figure 8: High level Entire Business Process Flow

3) Application will provide end to end functionality for commissioning of Controllers (ILM and GLM) which includes provisioning, monitoring and controlling of installed LED lights.
4) Following are major components of application.
   a) Monitoring & Control Dashboard (For ILM and GLM)
      i) Executive Dashboard: Provide project level executive KPI. *(TPLL provides requested information used for calculation.)*
      ii) Map View: Controller data/status visualization on a map for monitoring.
      iii) List View: Controller data/status visualization in tabulated view for monitoring.
      iv) Device Configuration: To configure operating modes of controller and perform other supported operations.
      v) Controllers Registration & Commissioning. - The devices / lamps will be mapped the required lights in this system in a hierarchical way.
   b) Device Alerts

i) GLM Alert List: Short-Circuit, Over Voltage, Anti-Theft (power theft) , Non-Working, MCB Trips, Group Failure of Lights, No Output Supply, earth leakage

ii) ILM Alert List: Load Failure, Mains Failure, OV/UV Alert

c) User Management

i) Allows to add/remove user and apply user types. (viz. project admin, supervisor, maintenance user type)

ii) Captures user mobile no and email ID for notifications.

d) The application will provide below list of reports that can be printed and would be available for PDF export.

i) Project Level

(1) Estimated Daily non-functional lamp report (individual lamps & approx. laps using calculation for feeder panels-based lights)

(2) Estimated Daily report for Controller (report - Switch ON time, Switch OFF time, Hours of Operation and wattage consumed)

(3) Daily overall report for entire Project.

ii) Energy consumption

(1) Feeder panel

(2) ILM Controller

iii) Device Alert Report

iv) Device Metering Log Report

v) Power Outage Report

5) Device Configuration

a) Customer will perform the Supplier Equipment configuration as per its requirement. The Smart Street Lights will provide health packet of uplink and downlink as per the configuration performed by the Customer.

6) Device operating mode: The application will enable to send the following modes of operation onto street light controller

a) Lux Mode: In lux mode controller will switch on/off load as per the prevalent ambient lux sensor levels.

b) Schedule mode - In schedule mode LED configurable time can be defined and set for switching on / off.

c) Manual Mode - In manual mode the application will enable to send on/off command in near real time

7) Device/Lamp Setup

a) Application will allow User to create, view and update status of the controller at Project level. There will also be an option to bulk upload of controller details. Each street light lamp along with ILM controller will be associated with the Pole.

b) Excel Sheet Format for ILM & GLM controller bulk import will be provided by Supplier, customer , or its customer (Tata Projects) team should give details in the excel to onboard controller on the application. This will be a onetime set up only.

8) Device/Lamps mapping to hierarchy

a) Devices after creation needs to be mapped to the lowest most hierarchy (Pole). User who has the privileges will be able to perform this mapping. Device can be further moved from one pole to another or can be removed permanently. When data will be visualized for a pole, there will be continuity of data irrespective of different devices/lamps attached to it.

9) Configuration

a) Once devices have been setup in the application, there are few set of commands which can be used to configure devices. Devices will be associated with one device mode of operation. Device configuration can be associated with devices individually.

10) Controller Groups

a) Grouping of controllers can be defined one time during the commissioning of the project. Controller groups will be collection of lamps/devices need to be monitored in hierarchical structure.

b) Each lamp will be associated with Pole and can be grouped in following hierarchy.

i) Pole No.
ii) Lane
iii) Ward
iv) Zone
v) City

c) UI will be available where user will be able to send downlink command at group level, while application will send commands individually to each controller or multicast if permitted.

d) Alert Configuration: System will allow configuration of alerts at each level of Hierarchy. There will be different types of alerts (Pre-defined alerts). User will be able to add/update email id and mobile number to received alert information. TPL / Nashik- NMC to provide email SMTP . SMS gateway & its integration will be done by Tata Comm.

11) Map View

a) The latitude and longitude value of every pole which is to be captured and provided by customer . This will enable to plot the corresponding device on the map. Application will facilitate to control (On/OFF) device from the map view itself.

12) Application will retain (store) data for a period of one year, post which the same would be archived and handed over to site team in CD or database dump format.

13) All alerts will be on seen on screen in application & optionally email. SmS will be send only for critical alerts from ILM and GLM the critical alerts are defined as below.

a) ILM: Load failure , faults

b) GLM: Input supply fail, power theft (excess power drawn beyond threshold)

Note: 70 ILM are connected in manner of 25, 25, 20 of each phase in 3P single GLM. Now when this main feeder (GLM) power is switched off in morning (at set time) then system should not end power fail alert for all 70 ILM via sms , but single sms for this GLM must be send to given user for input power fail and this must be configurable

14) Street light Application will provide a field (column) in alerts page (user access controlled based) for user to enter his comments / field data on online application page. Old comments will not be allowed to be deleted but additional text can be written) The software provides mechanism for tracking the repairs of the faulty light fixtures.

15) All alerts generated by system will be shown on dash board screen and email will be triggered as configured in system (master data). Application System will provide SMS (short message service) on phone for critical alerts as defined below

- for ILM: load failure & Faults
- for GLM: load failure (Group failure of lights) , Faults , Overload on phase , No output supply

Power Failure (power trip)

Mobile app for Nashik corporation user team (Android version) :

Supplier will provide mobile app to see key operational parameters / KPI in mobile based application (for android phones). This will provide dashboard to know status of lamps in given zone/ area (installed Vs lighted) , major faults in ILM & GLM numbers and areas wise breakup and details on key alerts. Nashik corporation user team can switch ON/OFF/Dim devices.

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2.2.6 Deliverables :

Sr. No.	Feeder Panel Controller features & application capability	Tata Comm deliverable
	The following functionalities shall be supported by Feeder Panel Controller (FPC) and should be available to see in application	
1	The Feeder Panel Controller shall consist of a class-1 energy meter, feeder panel control unit and wireless communication unit. Metering data to be reported in application	application to show metering data
2	The Feeder Panel Controller shall be capable of switching on/Off all the luminaires of a particular switching point based on the lighting schedule set by the Central Management Server (CSLMS).	Application to remotely on / off the panel
4	Once the lighting schedule is set, it shall operate the luminaires according to that schedule till the lighting schedule is changed by the CSLMS.	Application will have feature to store schedule and push that to GLM and on the panel as per schedule
7	It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.	GLM data will be visible in application
9	It shall be able to store luminaire logs / data for up to 7 days.	Application stores data in its database
14	Group Control and group addressing via Feeder panel must be available. Individual addressing, group dimming is optional.	Application will not send GLM any diming command The lamps connected to GLM will be operated for ON/off as per user based command in application.

Sr. No.	Street Light Controller	Acceptance criteria Remarks
	The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles	
1	It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.	One Controller will be provided for each lamp which can control upto 500W.

Sr. No.	Feeder Panel Controller features & application capability	Tata Comm deliverable
	The following functionalities shall be supported by Feeder Panel Controller (FPC) and should be available to see in application	
2	It shall support PWM or 0-10v based dimming for dimming of the LED luminaires.	1-10V analog based dimming If 2 lamps connected to same controller then diming would be uniform (its assumed that both lamps of same / similar wattages)
3	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.	ILM on LoRaWAN
4	It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule communicated to it by the CSLMS/ application .	Given lamp/ lamps will On/Off/ Dim (uniformly)
5	Once the lighting schedule is set, it shall operate the luminaire according to that schedule till the lighting schedule is changed by the CSLMS	Applicable to all lamps connected to given controller
6	It shall operate the luminaire according to the lighting schedule even if there is a communication fault between CSLMS and itself.	Once in. Lighting schedule and faces communication failure, ILM will be in scheduled mode.
7	In the absence of any lighting schedule it shall operate (On/Off) the luminaire according to the time of the day.	Factory mode is "Lux mode" ie Photodiode mode
8	It shall communicate the real-time status (On/Off/Fault, fault type and voltage, current, wattage and Power Factor per phase) of the luminaire to CSLMS.	ILM controller will provide the requested parameters for connected pole / lamps Metering is at pole level / controller level (if the single / dual lamps are connected then metering value will be consisting of sum value of the toal load connected to given controller)
9	If it is not able to communicate with the CSLMS, it shall store all the luminaire data internally and relay that data to CSLMS once the communication is established.	We store key parameters such as on/Off and energy value.
10	It shall be able to store luminaire logs / data for up to 7 days.	Daily statistics will be stored for 15 days.
11	It shall have IP65 protection.	Our ILM is IP65



2.2.7 Application : Central Street Lighting Management System acceptance criteria

Sr No.	Central Street Lighting Management System Functional Specifications	acceptance criteria
	Software	
1	The system shall provide web based central management software (CSLMS) to view, operate & manage the lighting system.	Application system to showcase this feature
2	The CSLMS shall be hosted on a cloud server temporarily and later shall be migrated to Smart City Operations Centre (SCOC) once it is ready.	As required by RFP, TCL will provide cloud-based application at the beginning and later migrate this application to Nashik SCOC once ready. It's assumed that Nashik SCOC will provide necessary infra like Server box, data base server internet connectivity, backup drives to store data generated / achieved by application. Note: Tata Comm will provide specification for its application server & infra needed to host its street lighting management application at Nashik SCOC. This hardware and infra to be provided by Nashik SCOC to facilitate Tata Comm to do migration at later date as per RFP.
2	The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways	Software will be able to provide information (device iD) of the ILM Controller whose light is faulty.
4	All software updates happen without the need for any human intervention except for scheduling the update operations.	Street Light application on cloud server will be updated from time to time for bug fixes and patches.
	Operations	
1	It shall support multiple users with different privileges.	To be Demonstrated in application
2	Only a user with admin privileges shall be able to create, modify or delete users.	To be Demonstrated in application
3	The user privileges shall be view, operate and/or administer.	To be Demonstrated in application
4	The user privileges shall be to a given set of street lights only	To be Demonstrated in application
5	The street lights shall be divided into hierarchical groups called,	To be Demonstrated in application



Sr No.	Central Street Lighting Management System Functional Specifications	acceptance criteria
	zones, wards, locality, road, feeder units etc.	
6	The street light groups shall be modifiable by the administrator only	Hierarchy/Groups can be defined at the beginning of the project only. Once it is defined, device association at different hierarchy/group levels can be changed during the course of contractual period.
7	Only a user with sufficient privileges shall control lights either at group or individual level.	To be Demonstrated in application
8	All user log-in and log-off activity shall be logged.	To be Demonstrated in application
9	All user activity that modifies any existing configuration of the CSLMS or gateways or light controllers shall be logged.	To be Demonstrated in application
10	A logged in user shall be allowed to view, operate and manage the street lights & gateways for which he/she has privileges.	To be Demonstrated in application
11	The CSLMS shall assign a unique id for each light fixture and gateway.	For all devices under application will have unique ID.
12	The CSLMS shall have the GPS location of light fixtures and gateways.	Customer to provide one-time mapping of street light poles, controller and GPS location. TCL will facilitate onboarding & visualisation of GIS view.
13	The light fixtures and gateways shall be shown on Google Maps.	TCL will provide GIS Maps of companies such google maps, openstreet, mapmyIndia, etc.
14	The user shall be able to view the light fixtures on Google Maps either in groups or individually.	TCL will provide GIS Maps of companies such google maps, openstreet, mapmyIndia, etc.
15	The user shall be able to set lighting on/off/dim policies for a group or individual lights.	Dimming is possible only for ILM controllers. Dimming cannot be applied through GLM.
16	Through the lighting policy the user shall be able to set the date & time when the light should be on and off.	To be Demonstrated in application
17	Through the lighting policy the user shall be able to set the dimming level, its duration and the time of a day it should be active.	To be Demonstrated in application



Sr No.	Central Street Lighting Management System Functional Specifications	acceptance criteria
18	The policies shall be settable for any day within a year.	To be Demonstrated in application
19	The user shall be able to create, modify, delete, enable and disable policies for a group of lights or individual lights easily.	To be Demonstrated in application
20	There shall exist a default global policy that would be used by the street light controller in the absence of any specific light policy for it.	To be Demonstrated in application
21	In case of any error during the setting of policies onto each street light, the CSLMS shall highlight the same and shall keep trying until cancelled by the user.	In case of failure to apply the lighting policy, application will retry one time. Post this the user has to reinitiate the process of applying policies on controllers.
25	CSLMS also need to notify for power outage and also calculate the percentage power outage per feeder panel.	To be Demonstrated in application
	Notifications	
1	It shall support the following types of notifications:	
	a. email	To be demonstrated as application triggered feature
	b. SMS	To be demonstrated as application triggered feature
	c. mobile app alerts	Mobile application for android platform will be developed.
2	A user shall be registered for notifications only for the street lights that he/she has privileges	To be demonstrated as application triggered feature
3	The following events shall result in notifications	
	a. Any fault detected by the system in the smart light fixture or controller or gateway.	Alert mentioned in Street Light Controller Section.
	b. Any changes to the configuration of CSLMS, gateway or controllers	Changes in configurations of CSLMS, GLM & ILM Controllers will be recorded in application and would be available as a log in system.
	c. Any manual changes to the lighting schedule	Changes in configurations of CSLMS, GLM & ILM Controllers will be recorded in application and would be available as a log in system.

Sr No.	Central Street Lighting Management System Functional Specifications	acceptance criteria
	d. Any manual control of the lighting	Changes in configurations of CSLMS, GLM & ILM Controllers will be recorded in application and would be available as a log in system.
	Reports & Analytics	
1	It shall provide the following reports at either a group or individual street light level	
	a. Status of Lights with lux level report (Lux Measurement can be manually measured, and data shall be fill in the system to generate report.)	ILM Controller will record the ambient lux levels and report in application automatically.
	b. Energy Consumption	Energy Value KwH will be measured and recorded in application.
	c. Power leakages	GLM will measure the leakage to ground.
	d. Faulty Lights	Group level lamps failures will be detected in GLM.
	e. Fault rates	
	f. Fault fixing	A user can report the incidence summary in alert screen and this will be converted to report.
	g. High or Low voltage issues	Alert log report will be available to download.
	h. Pending user actions	
	i. Pending policy	Use can see the devices yet to be commissioned in I&C Dashboard.
2	It shall provide the following analytics	
	a. Fault trends	
	b. Future energy needs	This will be delivered as part of advanced analytics.
	c. Potential energy savings possible by changing lighting policies	This will be delivered as part of advanced analytics.

3 RFP Compliances

3.1 Feeder Panel Controller

Sr. No.	Feeder Panel Controller	Compliance	Reference	Remarks
	The following functionalities shall be supported by Feeder Panel Controller (FPC).			
1	The Feeder Panel Controller shall consist of a class-1 energy meter, feeder panel control unit and wireless communication unit.	Complied	See Page 13, section 2.2.2	3P, 10kW feeder panel for the project.
2	The Feeder Panel Controller shall be capable of switching on/Off all the luminaires of a particular switching point based on the lighting schedule set by the Central Management Server (CSLMS).	Complied	See Page 13 to 17, section 2.2.2	
3	It shall communicate to the CSLMS through the wireless communication unit over GSM/Wi-Fi/Ethernet.	Complied	See Page 13 to 17, section 2.2.2	GSM/GPRS
4	Once the lighting schedule is set, it shall operate the luminaires according to that schedule till the lighting schedule is changed by the CSLMS.	Complied	See Page 13-17, section 2.2.2	
5	It shall operate the luminaires according to the lighting schedule even if there is a communication fault between CSLMS and itself.	Complied	See Page 13 to 17, section 2.2.2	
6	In the absence of any lighting schedule it shall operate (On/Off) the luminaires according to the time of the day.	Complied	See Page 14,17, 18 section 2.2.2 & also see wiring diagram / GA diagram	GLM- Factory mode / timer mode is in Feeder panel
7	It shall communicate the real-time status (On/Off/Fault, fault type, voltage, current, wattage and Power Factor per phase) of the luminaires to CSLMS.	Complied	See Page 18 section 2.2.2	

Sr. No.	Feeder Panel Controller	Compliance	Reference	Remarks
	The following functionalities shall be supported by Feeder Panel Controller (FPC).			
8	If it is not able to communicate with the CSLMS, it shall store all the luminaires data internally and relay that data to CSLMS once the communication is established.	Complied	See Page 13 to 18 section 2.2.2	Storage using EPROM to store the data
9	It shall be able to store luminaire logs / data for up to 7 days.	Complied	See page 13 to 17	Stores data in EPROM
10	It shall have IP55 protection.	Complied	See page 16-17-18 & Data sheet of GLM	
11	MSEDCL meter space in feeder panel controller.	Complied	See GA diagram , page 16 - page 17	
12	Uniform Rating for all the panels.	Complied	See Page 13-17	We will supply 3 phase 10kW panels.
13	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet/ZigBee/Lorna for establishing connectivity between Feeder Panel Controller and CSLMS.	Complied	See page 13 to 17, See GLM data sheet Page 17	
14	Group Control and group addressing via Feeder panel must be available. Individual addressing, group dimming is optional.	Complied	See page 13 to 18	GLM does not provide dimming and individual control. For individual controller ILM controller are proposed to be used.

3.2 Street Light Controller (SLC)

Sr. No.	Street Light Controller	Compliance	Reference Page	Remarks
	The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles			
1	It should be able to control at least two LED luminaires of up to 250W each. The bidder shall propose based on its proposed architecture and is free to choose to place it on Pole or feeder panel.	Complied	See Page 7 to 9 & ILM specification table page 8	Each Controller will to control 1 or 2 lamp control totalling upto 500W
2	It shall support PWM or 0-10v based dimming for dimming of the LED luminaires.	Complied	See Page 10-11 ILM specification table page 8	1-10V analog based dimming
3	It shall be powered by 230 V AC available on Street Light poles.	Complied	Page 7 to 9	ILM controller works on single phase 230 V, AC
4	Street Light Controller shall communicate to the Central Management Server (CSLMS) through network gateway over Wired/Wi-Fi/GSM/GPRS/CDMA/LTE/Zig Bee/Lora or any unlicensed Radio frequency.	Complied	See Page 7 to 9	ILM on LoRaWAN , GSM for GLM
5	It shall control (On/Off/Dim) the LED luminaire according to the lighting schedule communicated to it by the CSLMS.	Complied	See Page 7 to 9 & ILM data specifications table page 8	
6	Once the lighting schedule is set, it shall operate the luminaire according to that schedule till the lighting schedule is changed by the CSLMS	Complied	See Page 7 to 9	Controller has local memory to store data , unless any change the controller will operate the



Sr. No.	Street Light Controller The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles	Compliance	Reference Page	Remarks
				connected lamps as per that stored schedule.
7	It shall operate the luminaire according to the lighting schedule even if there is a communication fault between CSLMS and itself.	Complied	See Page 7 to 9	Lighting schedule stored and if controller faces communicati on failure, ILM will be in scheduled mode as stored in its locally
8	In the absence of any lighting schedule it shall operate (On/Off) the luminaire according to the time of the day.	Complied	See Page 7 to 9 / SLC specifications	Factory mode is "Lux mode" ie Photodiode mode
9	It shall communicate the real-time status (On/Off/Fault, fault type and voltage, current, wattage and Power Factor per phase) of the luminaire to CSLMS.	Complied	See Page 7 to 9 / SLC specifications	ILM controller will provide the requested parameters for connected phase/ load
10	If it is not able to communicate with the CSLMS, it shall store all the luminaire data internally and relay that data to CSLMS once the communication is established.	Complied	See Page 7 to 9 / SLC specifications	
11	It shall be able to store luminaire logs / data for up to 7 days.	Complied	See Page 7 to 9 , ILM see specifications table page 8 also	

Sr. No.	Street Light Controller The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles	Compliance	Reference Page	Remarks
12	It shall have IP55 protection.	Complied	Ref certificates section (page 52)	Lamp controller is IP 66
13	Street Light Controller/ Feeder Controller shall detect and report the following faults to CSLMS	Complied	Ref section 2.2.1 & 2.2.2) page 13 to 17 & page 7 to 9	
	a. Under/over voltage detection	Complied		Both GLM & ILM
	b. Main breaker error	Complied		GLM Only and not for ILM
	c. Contactor fault	Complied		GLM Only and not for ILM
	d. Circuit breaker off	Complied		GLM Only and not for ILM
	e. Circuit phase errors (fuse, breaker, etc.)	Complied		GLM Only and not for ILM
	f. Main power failure	Complied		Both GLM & ILM
	g. Leakage to ground	Complied		GLM Only and not for ILM
	h. Manual switch activated	Complied		GLM Only and not for ILM
	i. Phase current out of range	Complied		GLM Only and not for ILM
	j. Control cabinet door open	Complied		GLM Only and not for ILM



Sr. No.	Street Light Controller	Compliance	Reference Page	Remarks
	The following functionalities shall be supported by Street Light Controller (SLC) fitted on group street poles			
	k. Lamp failures	Complied		Both GLM & ILM

3.3 Gateway Device

Sr. No.	Gateway Device	Compliance	Reference page	Remarks
	The following functionalities shall be supported by Gateway device.			
1	It shall facilitate the communication between the Central Management Server (CSLMS) and Street Light Controller (SLC).	Not Applicable	Ref Gateway device data sheet (Kerlink)	Not applicable for TCL Solution. TCL Public LoRaWAN Network will be used for SLC Communicati ons.
2	It shall support GSM/Wi-Fi/Ethernet interface for uplink.	Not Applicable		Not applicable for TCL Solution. TCL Public LoRaWAN Network will be used for SLC Communicati ons.
3	It shall support Wi-Fi/Zig bee/LoRa based Street Light Controllers.	Not Applicable	Ref Gateway device data sheet (Kerlink)	Not applicable for TCL Solution. TCL Public

Sr. No.	Gateway Device The following functionalities shall be supported by Gateway device.	Compliance	Reference page	Remarks
				LoRaWAN Network will be used for SLC Communicati ons.
4	One gateway shall be able to connect up to 50 Street Light controllers.	Not Applicable	LoraWan support more than thousands of device per gateway (Ref to LoraAlliance website, https://lora-alliance.org/)	Not applicable for TCL Solution. TCL Public LoRaWAN Network will be used for SLC Communicati ons.
5	It shall have a storage capacity of storing the data of 100 luminaires for up to 7 days and should be able to transmit historical data stored in case of power failure.	Not Applicable	Gateways has its own storage & network server has its own. Its part of overall offering	Application will have capacity to store the data of all ILM devices connected.
6	It shall communicate with the CSLMS on real time basis.	Complied		Using GSM
7	It shall be powered by 230 AC available on the street light poles. Optionally Power over Ethernet also shall be supported.	Not Applicable	Gateways work on AC or DC or POV (power on ethernet)	Gateways are part of public Lora wan network
8	It shall be weather proof with IP-56 casing with a lock and shall fit on the existing street light poles with a suitable clamps supplied by the vendor	Not Applicable	Ref data sheet of gateway	Not applicable for TCL Solution. TCL Public LoRaWAN Network will be used for SLC

Sr. No.	Gateway Device The following functionalities shall be supported by Gateway device.	Compliance	Reference page	Remarks
				Communicati ons.
9	It shall have a battery power back up for up to 12 hrs.	Not Applicable		Not applicable for TCL Solution. TCL Public LoRaWAN Network will be used for SLC Communicati ons. We provide network uptime SLA as per Industry practice.
10	The vendor needs to use the appropriate communication mechanism from GSM/Wi-Fi/Ethernet for establishing connectivity between Street Lighting Gateway and CSLMS	Not Applicable	Gateways has provision to have 3g/4g/ Ethernet as backhaul, ref data sheet	Not applicable for TCL Solution. TCL Public LoRaWAN Network will be used for SLC Communicati ons.

3.4 Central Street Lighting Management System Functional Specifications(application)

Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
	Software			





Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
1	The system shall provide web based central management software (CSLMS) to view, operate & manage the lighting system.	Complied	Ref Page 19 to 24	
2	The CSLMS shall be hosted on a cloud server temporarily and later shall be migrated to Smart City Operations Centre (SCOC) once it is ready.	Complied	Ref Page 19	As required by RFP, TCL will provide cloud-based application at the beginning and later migrate this application to Nashik SCOC once ready. It's assumed that Nashik SCOC will provide necessary infra like Server box, data base server internet connectivity, backup drives to store data generated / achieved by application. Note: Tata Comm will provide specification for its application server & infra needed to host its street lighting management application at Nashik SCOC. This hardware and infra to be provided by Nashik SCOC to facilitate Tata Comm to do migration at later date as per RFP.
2	The software provides mechanism for tracking the repairs of the faulty light fixtures or gateways	Complied	Ref Page 19 to 24	Software will be able to provide information (device iD) of the ILM Controller whose light / pole is faulty.
4	All software updates happen without the need for any human intervention except for scheduling the update operations.	Complied	Ref Page 19 to 24	Street Light application on cloud server will be updated from time to time for bug fixes and patches. Once the application is moved to Nasik centre then its assumed by Nasik NMC/ end user will provide remote desktop access for supplier to plan upgrade/patch

Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
				change (if any) activities accordingly.
	Operations			
1	Concessionaire need to provide minimum 1 managerial level staff at SCOC for handling day to day operation of CSLMS for 24*7.	Not Applicable		
2	It shall support multiple users with different privileges.	Complied	Ref Page 19 to 24	
3	Only a user with admin privileges shall be able to create, modify or delete users.	Complied	Ref Page 19 to 24	
4	The user privileges shall be view, operate and/or administer.	Complied	Ref Page 19 to 24 Also see application usage user manuals for more details	
5	The user privileges shall be to a given set of street lights only	Complied	Ref Page 19 to 24	
6	The street lights shall be divided into hierarchical groups called, zones, wards, locality, road, feeder units etc.	Complied	Ref Page 19 to 24	End User (NMC) can define his own hierarchy
7	The street light groups shall be modifiable by the administrator only	Complied	Ref Page 19 to 24	System will provide users manuals for user to know how to use application , how to change configurations etc
8	Only a user with sufficient privileges shall control lights either at group or individual level.	Complied	Ref Page 19 to 24 & refer application user manuals also.	System will provide users manuals for user to know how to use application , how to change configurations etc
9	All user log-in and log-off activity shall be logged.	Complied	Ref Page 19 to 24	
10	All user activity that modifies any existing configuration of the CSLMS or gateways or light controllers shall be logged.	Complied	Ref Page 19 to 24 / user manuals	



Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
11	A logged in user shall be allowed to view, operate and manage the street lights & gateways for which he/she has privileges.	Complied	Ref Page 19 to 24	
12	The CSLMS shall assign a unique id for each light fixture and gateway.	Complied	Ref Page 19 to 24	For all devices under application will have unique ID.
13	The CSLMS shall have the GPS location of light fixtures and gateways.	Complied	Ref Page 19 to 24 / user manual	Customer to provide one-time mapping of street light poles, controller and GPS location. TCL will facilitate onboarding & visualisation of GIS view.
14	The light fixtures and gateways shall be shown on Google Maps.	Complied	Ref Page 22-23	TCL will provide GIS Maps of companies such google maps, openstreet, mapmyIndia, etc.
15	The user shall be able to view the light fixtures on Google Maps either in groups or individually.	Complied	Ref Page 23-23	TCL will provide GIS Maps of companies such google maps, openstreet, mapmyIndia, etc.
16	The user shall be able to set lighting on/off/dim policies for a group or individual lights.	Complied	Ref Page 19-22	Dimming is possible only for ILM controllers. Dimming cannot be applied through GLM.
17	Through the lighting policy the user shall be able to set the date & time when the light should be on and off.	Complied	Page 19-22	Use schedule mode for this
18	Through the lighting policy the user shall be able to set the dimming level, its duration and the time of a day it should be active.	Complied	Ref Page 19 to 23 , ref user manual	
19	The policies shall be settable for any day within a year.	Complied	Ref Page 19-23 and application user / usage manual	In case of failure to apply the lighting policy, application will retry one time. Post this the user has to reinitiate the process of applying policies on controllers.

Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
20	The user shall be able to create, modify, delete, enable and disable policies for a group of lights or individual lights easily.	Complied	Ref Page 19 to 23 and application user / usage manual	
21	There shall exist a default global policy that would be used by the street light controller in the absence of any specific light policy for it.	Complied	Ref Page 19 to 23 and application user / usage manual	
22	In case of any error during the setting of policies onto each street light, the CSLMS shall highlight the same and shall keep trying until cancelled by the user.	Complied	Ref Page 19 to 23 and application user / usage manual	
23	CSLMS shall control all the digital advertisement.	Not Applicable		Advertisement is out-of-scope.
24	CSLMS should give advertisement status on each pole, obtained digitally or manually fed (in case of conventional boards).	Not Applicable		Advertisement is out-of-scope.
25	CSLMS also need to notify for power outage and also calculate the percentage power outage per feeder panel.	Complied	Page 19 to 22	Power outage alarm is provided in application
	Communication			
1	The CSLMS shall communicate with registered Gateways only.	Complied	Section 2.2.3	Application will communicate to controllers through TCL Public Network Gateways
2	The CSLMS shall communicate with registered Feeder Panel Controllers only.	Complied	Section 2.2.3	
3	The gateways shall communicate with registered Street Light Controllers only.	Complied	Section 2.2.3	

Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
	Security			
1	The communication between the CSLMS and other components in the system is secure so as to prevent eves dropping, device hijack and "man -in-the middle" attacks.	Complied	Section 2.2.3 / data sheet Kerlink	
2	Faulty gateways or light controllers can be replaced only after initiating that action through the CSLMS.	Complied		Gateways are proactively monitored via Tata Comm NOC from Dighe-Pune
	Notifications			
1	It shall support the following types of notifications:		Ref page 26-27	
	a. email	Complied		
	b. SMS	Complied		
	c. mobile app alerts	Complied		Mobile application for android platform will be developed.
2	A user shall be registered for notifications only for the street lights that he/she has privileges	Complied		
3	The following events shall result in notifications			
	a. Any fault detected by the system in the smart light fixture or controller or gateway.	Complied	Ref page page 7 to 24	Alert mentioned in Street Light Controller Section.
	b. Any changes to the configuration of CSLMS, gateway or controllers	Complied	Ref user manual	Changes in configurations of CSLMS, GLM & ILM Controllers will be recorded in application and would be available as a log in system.
	c. Any manual changes to the lighting schedule	Complied	Ref user manual	Changes in configurations of CSLMS, GLM & ILM Controllers will be recorded in application and would be available as a log in system.

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Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
	d. Any manual control of the lighting	Complied	Ref user manual	Changes in configurations of CSLMS, GLM & ILM Controllers will be recorded in application and would be available as a log in system.
	Reports & Analytics			
1	It shall provide the following reports at either a group or individual street light level	Complied	Ref user manual	
	a. Status of Lights with lux level report (Lux Measurement can be manually measured, and data shall be fill in the system to generate report.)	Complied	Ref user manual	ILM Controller will record the ambient lux levels and report in application automatically.
	b. Energy Consumption	Complied	See section 2.2.2 page 13 to 17 for GLM & section 2.2.1, page 7 to 9	
	c. Power leakages	Complied	Earth leakages alert provided	
	d. Faulty Lights	Complied	Ref user manual	Group level lamps failures will be detected in GLM.
	e. Fault rates	Complied	Ref user manual	
	f. Fault fixing	Complied	Ref user manual	A user can report the incidence summary in alert screen and this will be converted to report.
	g. High or Low voltage issues	Complied	Ref user manual	Alert log report will be available to download.
	h. Pending user actions	Complied	Ref user manual	
	i. Pending policy	Complied	Ref user manual	User can see the devices yet to be commissioned in I&C Dashboard.
2	It shall provide the following analytics		Ref user manual	
	a. Fault trends	Complied		
	b. Future energy needs	Complied		This will be delivered as part of advanced analytics.

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Sr No.	Central Street Lighting Management System Functional Specifications	Compliance	Reference page	Remarks
	c. Potential energy savings possible by changing lighting policies	Complied		This will be delivered as part of advanced analytics.
	Data Backup			
1	All the configuration change activity logs shall be stored for the duration as set by the administrator.	Complied		
2	All historical statistics shall be stored for the duration as set by the administrator.	Complied		Tata Comm will provide data on system DB for 6 months , older data will be archived and handed over to NMC team (or stored in backup drive as suggested by NMC team)
3	It shall not let the administrator increase the duration if it detects that there would not be sufficient disk space to store the data for such long durations.	Complied		
4	It shall automatically back up all the data as scheduled by the administrator	Complied		
	Mobile App		Ref page 13 & also Ref user manual	
	The system shall provide a mobile app with the following features	Complied	Ref page 13	Developed in android OS
1	View Operate & Manage the street lights	Complied	Ref page 13	
2	View and act on notifications	Complied	Ref page 13	

3.5 CSLMS Validation for 3-phase and single phase

Sr. No.	CSLMS Validation for 3-phase and single phase	Available		
		Yes	No	Comments:
1	Access to monitoring and control screen developed for the live demonstration (User ID and Password).	Yes		
2	Dashboard: Monitoring and central controlling screen shall have following screens/icons	Yes		
	a. Display live status of the switching points	Yes		
	b. Live readings of energy consumption details (meter packets) with current time stamps.	Yes		Ref user manual
	c. Configure or reset the timings etc.	Yes		Ref user manual
	d. Page/screen with GIS mapping	Yes		Ref user manual
	e. Page/screen with power failure information	Yes		Ref user manual
	f. Page/screen with lamp failure details	Yes		Ref user manual
	g. Page/screen for reports	Yes		
3	Operation Features	Yes		
	a. GPRS /GSM	Yes		Ref user manual
4	Timer Operation – Refer Test Methodology	Yes		Ref user manual
	a. On/off operation of switching point	Yes		Ref user manual
	b. Time setting operation – Set the RTC	Yes		Ref user manual
	c. Scheduling the ON and OFF timings	Yes		Section 2.2.5
	d. Check the real time or present status of the switching point.	Yes		Section 2.2.5
	e. Reset the unit – Time	Yes		Section 2.2.5
	f. Auto Recovery after power failure	Yes		Section 2.2.5
5	Meter Operations	Yes		Section 2.2.5
	a. Meter readings are reflected in the server	Yes		Section 2.2.5
	b. Periodicity of Meter Packet should be configurable from server	Yes		Section 2.2.5

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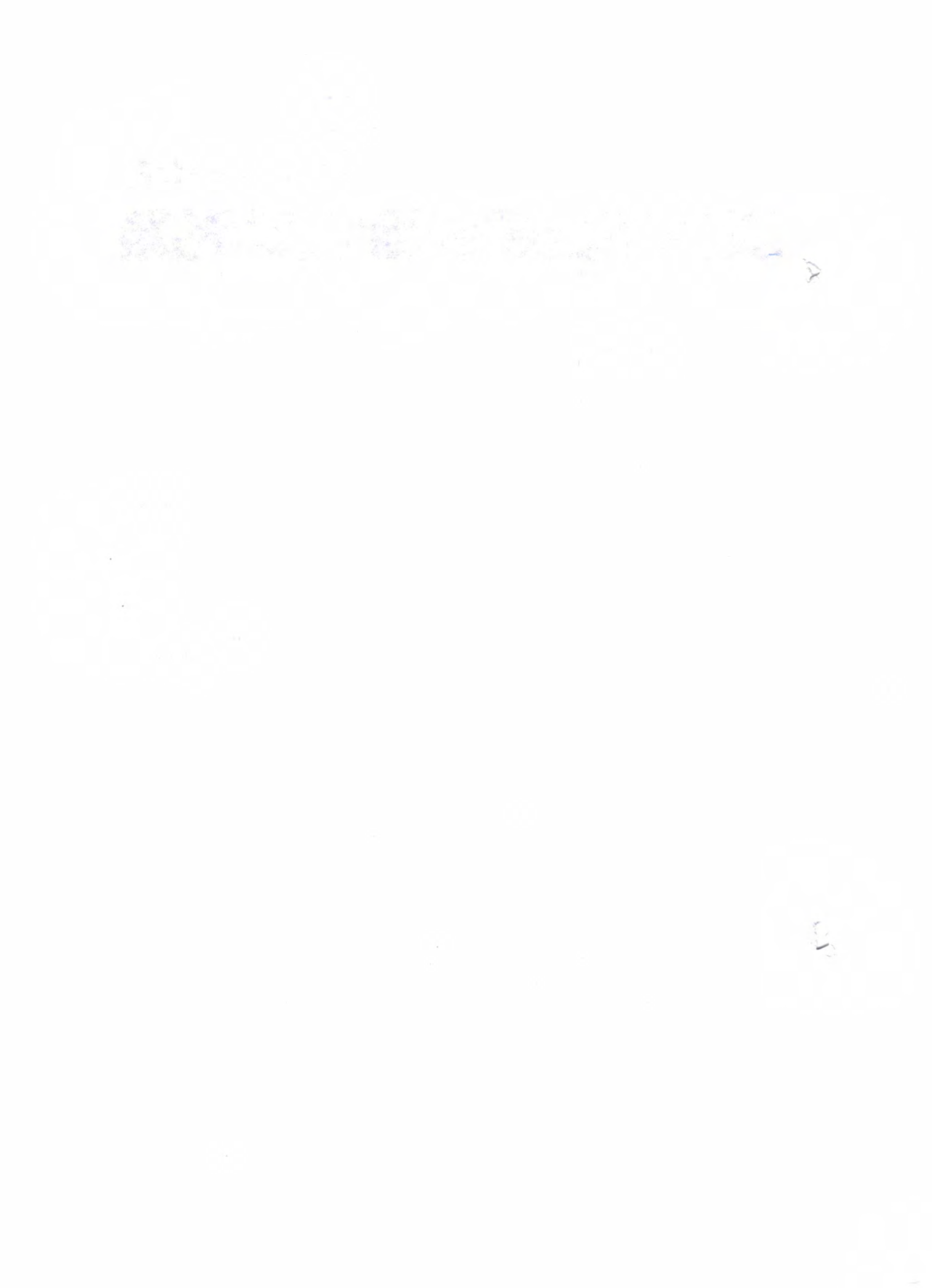
Sr. No.	CSLMS Validation for 3-phase and single phase	Available		
		Yes	No	Comments:
	c. Meter Parameters - KWH, KVAH, V, Ah, Power Factor, Active power and Apparent Power	Yes		Ref user manual
6	Reports Downloading	Yes		Section 2.2.5
	a. Energy saving report - yearly, monthly, weekly or daily basis	Yes		Section 2.2.5
	b. Error reports – No of lights off and Panel Door Opened with Timing etc.	Yes		Section 2.2.5
	c. Power failure report etc.	Yes		
7	Time Sync/Auto synchronization in case of time skip	Yes		
8	Fault Detections in terms of failures for the followings with inclusive SMS alerts	Yes		Section 2.2.5 / Page 28
	a. Number of lights in glowing and non- glowing	Yes		
	b. High/low voltage	Yes		
	c. Overload on the phases	Yes		
	d. Theft alerts	Yes		THIS SHALL BE CONSIDERED AS DOOR OPEN ALERT FOR GLM DEVICE
	e. Group failure of lights	Yes		
	f. No output supply	Yes		
	g. Power Failure	Yes		
9	CSLMS System Battery	Yes		Panel has battery to run GSM based GLM controller
	a. Battery performance in case of Power Failure	Yes		
	b. Batter backup or UPS backup of 12 hrs. (Minimum)	Yes		Panel has battery to run GSM based GLM controller CLOUD INFRASTRUCTURE WILL HAVE UNINTERRUPTED POWER SUPPLY.
	CSLMS System Hardware:			
	a. System box with Corrosion-resistant metal enclosure with proper lock arrangement	Yes		



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Sr. No.	CSLMS Validation for 3-phase and single phase	Available		
		Yes	No	Comments:
	b. Energy Meter with ISI (Class 1.0accuracy or better energy meter)	Yes		GLM SHALL HAVE CLASS 1.0 ACCURACY ENERGY METER.
	c. Proper Earthing System	Yes		TPL / Nasik NMC to ensure earthing during installation
	d. IP 55 or 65 for complete CSLMS system	Yes		
	e. Single Phase system - 5kVA	Yes		
	f. Three Phase system – 10kVA	Yes		
	g. Emergency on/off switch	Yes		

Sr. No.	Specification	Compliance	Remarks
		Yes/No	
1	Ability to control group-based light on commands and policies	Yes	
2	The smart light should be using technologies like 0-10V or DALI or any variant of these for providing controlling of LEDs	Yes	1-10V ANALOG DIMMING SHALL BE SUPPORTED.
3	It is preferred that the smart light control nodes use industry standard RF technologies like Wi-Fi, 802.15.4, Zig Bee, Lora or GPRS as connectivity options	Yes	GSM AND LORAWAN SHALL BE USED IN STREET LIGHT SOLUTION.
4	The system should support reading, monitoring of various electrical parameters like Voltage, Current, Power Consumption etc. at each light.	Yes	Data at controller level
5	The system should have the ability to detect faults in individual lights and sent alerts and notifications to the management system	Yes	Data at controller level
6	The system should have ability to control the ON/OFF operation of the Luminaire centrally.	Yes	
7	The smart street lighting system should be able to operate at any weather Conditions	Yes	
8	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be Zig Bee, Lora and IEEE	Yes	

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Sr. No.	CSLMS Validation for 3-phase and single phase	Available		
		Yes	No	Comments:
	802.15.4/Ethernet/Wi-Fi/Fiber/GPRS/RF or equivalent networks.			
9	The smart street lighting system should be able to communicate to the CSLMS hosted on the cloud (Preferably)	Yes		
10	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	Yes		
11	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as per the command received from the Lighting Operations Management software	Yes		
12	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	Yes		
13	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	Yes		
14	The city administration should be able to operate the Smart Lighting System manually too.	Yes		
15	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	Yes		
16	The smart lighting system is preferably a combination of LED lights and sensors	Yes		
17	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	Yes		
18	The controller should be able to operate autonomously as per the	Yes		

Sr. No.	CSLMS Validation for 3-phase and single phase	Available		
		Yes	No	Comments:
	defined schedules and light level sensors			
19	Should enable Over the Air (OTA) firmware update	Yes,		FOR GLM
20	The sensors on the smart street lighting system should be able for remote operating capabilities.	Yes		Application will send command the same will be executed on device to control connected lights to it.
21	The rule engine set up on the Lighting Operations Management software should run on the real time data and apply the policies automatically	Yes		
22	At any time, these policies can be overridden by human intervention with the system	Yes		
23	At any point in time, the map view should give the details of the status, luminosity of the lights in city map view	Yes		The brightness value will be available as a part of data for each street light
24	The data transmitted by and received from the sensors should be encrypted and tamper proof end to end (from sensor to application)	Yes		
25	The sensor firmware should be upgradable from the central location.	Yes		GLM controller can be updated remotely.
26	The system should allow to automatically or manually assign a GPS location to each sensor for placing on a GIS map.	Yes		
27	THE Lighting Operations Management software should be able to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.	Yes		

4 Certificates & User manuals/ Data sheets

- Physical Certificate for various standards as below are available
  - Govt. (NABL or equivalent) approved lab for Metering IS: Standard equivalent to 13779
  - Govt. (NABL or equivalent) approved lab for IP 66 for street lights controller
  - Govt. (NABL or equivalent) approved lab for EIRP report and ETA certification for the Communication modules being used inside the device/ product.
  - Govt. (NABL or equivalent) approved lab for Surge test and 440V AC withstanding capacity for controller.

- User manuals / Data Sheets - attached as annexures in submission set
  - User manual for application - ILM
  - User manual for application - GLM
  - Kerlink gateway data sheet

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TEST REPORT

MPS ELECTRICAL TEST LABORATORY

LARSEN & TOUBRO LIMITED, MYSORE CAMPUS,
KIADB INDUSTRIAL AREA,
HEBBAL- HOOTAGALLI,
MYSORE - 570 018.

MPS ELECTRICAL TEST LABORATORY
LARSEN & TOUBRO LIMITED, MYSORE CAMPUS, KIADB INDUSTRIAL AREA,
HEBBAL - HOOTAGALLI, MYSORE- 570 018
Tel No.91-821-2405422, 2405379 Fax: 91-821-2402172, Email: mpse@lntebg.com

Date: 30.03.2019

SRF Ref.: 015_2018-19 dated 25.03.2019

To,

TATA communication Limited,
VSB, Mahatma Gandhi Road,
Fort, Mumbai -400001

Sub : Testing of street Light Controller with Metering

Dear Sir/Madam,

With reference to correspondences from representatives of KAYNES TECHNOLOGY INDIA PVT LTD, Mysore, we are hereby enclosing Testing report: 015_2018-19 dated 28.03.2019 for the above subjected EUC.

Kindly acknowledge receipt of reports.

Thanking You.

Yeshodha.K
CSC
MPSE test lab

Encl : Testing Report
015_2018-19
Invoice : 1170058587

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ID No. 2 TRF F23 REV. No. 07

MPS ELECTRICAL TEST LABORATORY
LARSEN & TOUBRO LIMITED, MYSORE CAMPUS, KIADB INDUSTRIAL AREA, HEBBAL - HOOTAGALLI, MYSORE- 570 018
Tel No.91-821-2405422, 2405379 Fax: 91-821-2402172,
Email: mpse@lntebg.com

TEST REPORT

NAME & ADDRESS OF THE CUSTOMER	TEST REPORT No.: 015_2018-19	
TATA Communications Limited VSB, Mahatma Gandhi road, Fort Mumbai - 400001 INDIA	UNIQUE LAB REPORT NO: --	
	DATE: 28th Mar 2019	
	SERVICE REQUEST No.: 015_2018-19	
	DATE: 25th Mar 2019	
	CONDITION OF SAMPLE ON RECEIPT: (GOOD/REMARKS) GOOD	
	DATE OF SAMPLE RECEIPT	DATE OF SAMPLE TESTING
TEST CARRIED AT: MPSE Test laboratory L&T Limited, Mysore Campus	26th Mar 2019	26th Mar 2019 to 28th Mar 2019

SAMPLE DESCRIPTION

Product name : Street Light Controller with metering
Model : Nema No Dimming
Voltage/Freq. : 240 V (L-N) / 50 Hz
Current : 1-3A (Ib: 1A, Imax: 3A)
Pulse rate : 41600 imp/kWh.
Accuracy : Class 1.0

Make : TATA Communications, INDIA

SAMPLE IDENTIFICATION

Product Serial number : KNS-V002NXM-499

Test Specification: 440V phase to neutral test as per customer requirement.

Remarks - The above EUT complies with the requirements in respect of the tests carried out.
Note - Only the test asked by the customer has been carried out.

CHECKED BY
Raghunandan MG
(Asst. Manager)

AUTHORISED SIGNATORY
Sujith Unnikrishnan
(Asst. General Manager)

Note: 1. This result relates only to the particular item received in good condition for testing at MPSE test laboratory/on site.
2. This report cannot be reproduced except in full, without the written approval of the laboratory.

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Sl No	Particular of tests & CL.No	Requirements as per specification	Obtained Values	Remarks
1.0	**440V phase to neutral test as per customer requirement**	The test shall be carried out according to customer requirement, under the following conditions:	EUT was subjected to the test. Blue LED was verified and it was	**Conforms**
	(Test level : 440V, Duration: 48 hours)	Equipment shall be powered ON with reference voltage. Blue LED of EUT shall be glowing/ blinking. 440V ac input voltage shall be applied between phase to neutral of EUT for 48 hours. After 48hours reduce the input ac voltage to reference voltage. After the test blue LED of EUT shall be glowing/blinking.	blinking. After the test, Blue LED was verified and it was blinking.	
		There shall not be any smoke/spark during the test.	During the test, no smoke/spark observed.	

Photos of EUT





---------- End of Report ----------

(PREPARED BY)
Ashashree BK
(Sr. Engineer)

(CHECKED BY)
Raghunandan MG
(Asst. Manager)

4232C

MPS ELECTRICAL TEST LABORATORY
LARSEN & TOUBRO LIMITED, MYSORE CAMPUS, KIADB INDUSTRIAL AREA,
HEBBAL - HOOTAGALLI, MYSORE- 570 018
Tel No.91-821-2405422, 2405379 Fax: 91-821-2402172, Email: mpse@lntebg.com

Certificate No. CC-2234

Date: 16.01.2019

SRF Ref.: C055_2018-19 dated 03.01.2019

To,

TATA communication Limited,
VSB, Mahatma Gandhi Road,
Fort, Mumbai -400001

Sub : Calibration of street Light Controller with Metering

Dear Sir/Madam,

With reference to correspondences from representatives of KAYNES TECHNOLOGY INDIA PVT LTD, Mysore, we are hereby enclosing Calibration certificate No: C055_2018-19 dated 07.01.2019 for the above subjected EUC.

Kindly acknowledge receipt of reports.

Thanking You.

Yeshodha.K
CSC
MPSE test lab

Encl : Calibration certificates
C055_2018-19

TP LUMINAIRE PRIVATE LIMITED

MPS ELECTRICAL TEST LABORATORY

LARSEN & TOUBRO LIMITED, MYSORE,
KIADB INDUSTRIAL AREA, HEBBAL - HOOTAGALLI, MYSORE- 570 018
Tel No.91-821-2405422, 2405379 Fax: 91-821-2402172
Email: mpse@lntebg.com

Certificate No. CC-2234

CALIBRATION CERTIFICATE

Customer Name & Address :	TATA Communication Limited, VSB, Mahatma Gandhi Road, Fort Mumbai 400001, India
Calibration Location :	MPS Electrical Test Laboratory, Mysore
Unique Lab Report No. :	**ULR - CC223419000000001F**

CAL CERT. NO : C055_2018-19 **DATE :** 07th Jan 2019	**CALIBRATED ON :** 03rd Jan 2019 **REC. CAL.DUE :** 03rd Jan 2020	**PAGE NO.** 1 of 2

DETAILS OF EQUIPMENT UNDER CALIBRATION :

EUC : Street Light Controller with Metering	**Cal Procedure No :**	L&T/MPSE/CP/04
Make : TATA Communications	**No. of Pages :**	2
Model : SL-KNS-V002WXM	**EUC Received on :**	03rd Jan 2019
Sl.No. : SL-KNS-V002WXM-0026	**EUC Condition on Receipt :**	Good
Accuracy : Class 1.0 as per IS 13779	**Identification Number :**	---

Environmental Conditions : **Temperature :** 25 ±2 °C **Humidity :** 45 to 75 %RH

REFERANCE STANDARDS USED :

Sl. No.	Nomenclature	Make & Model	Sl. No.	Traceable to	Validity
1	Comparator	ZERA / COM3003	018100	DKD, Germany	20th Nov 2019

NOTE :

1. The reported expanded uncertainty in measurement is stated as the standard uncertainty in measurement multiplied by the coverage factor k, which for a t-distribution with v_{eff} effective degrees of freedom corresponds to a coverage probability of approximately 95%
2. The calibration certificate relates only to the above EUC.
3. This certificate shall not be reproduced except in full, without the written approval of the laboratory.
4. Correction/erasing, invalidate the calibration certificate.
5. Standards used for calibration of EUC are traceable to National /International standards.
6. Any error in this certificate should be brought to our knowledge within 30 days from the date of issue of this certificate.
7. The calibration results reported in the certificate are valid at the time of and under stated conditions of measurements.

[√] **Tick whichever is applicable**

[√] Only as per customer specified points [ ] As per laboratory procedure

[ ] As per performance verification procedure provided by manufacturer

CHECKED BY:
L.S.Gourani
(Manager)

AUTHORISED SIGNATORY :
Sujith Unnikrishnan
(Asst. General Manager)

T2339

a) Product Configuration : 1Phase 2Wire

i) Nominal Voltage (Vn) : 240V AC iii) Max. Current (Imax) : 3A (v) Frequency : 50Hz

ii) Basic Current (Ib) : 1A iv) Pulse rate: 41600 imp/kWh

b) Measurement mode : Active energy,1P2W mode & 1ph voltage 1ph current.

Sl. No.	Terminal used	Applied voltage in volts	Applied current in ampere	Power factor cos (Φ)	% Error	Measurement Uncertainty % (+/-)	k-factor
1	5A	240V @50Hz	3	1	-0.0171	0.012	2.0
2			3	0.5lag	-0.2911	0.012	2.0
3			3	0.8lead	0.0501	0.012	2.0
4			1	1	0.0301	0.012	2.0
5			1	0.5lag	-0.1748	0.012	2.0
6			1	0.8lead	0.1213	0.013	2.1
7			0.2	0.5lag	-0.0889	0.015	2.2
8			0.2	0.8lead	0.1792	0.012	2.0
9			0.1	1	0.1490	0.020	2.5
10			0.1	0.5lag	-0.0265	0.014	2.1
11			0.1	0.8lead	0.2486	0.023	2.6
12			0.05	1	0.2051	0.017	2.3

Remarks: All the readings are found within the acceptance limits specified in Table 15 of IS 13779 on page 10.

c) Photographs of EUC :





Arathi R

Prepared By
Arathi R
(Associate Supervisor)

Checked By
L.S.Gourani
(Manager)

TP LUMINAIRE PRIVATE LIMITED

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TÜVRheinland®

Produkte
Products

Prüfbericht - Nr.: *Test Report No.:*	**ULR-TC568818100000013F 001**		**Seite 1 von 11** *Page 1 of 11*
Auftraggeber: *Client:*	Tata Communications Ltd. VSB, Mahatma Gandhi Road, Fort, Mumbai 400001 India		
Gegenstand der Prüfung: *Test item:*	Street Light Controller with Metering		
Bezeichnung: *Identification:*	SL-KNS-V00X	**Serien-Nr.:** *Serial No.:*	SL-KNS-V002-000032 SL-KNS-V002-000059
Wareneingangs-Nr.: *Receipt No.:*	1803368039	**Eingangsdatum:** *Date of receipt:*	2018.11.12
Prüfort: *Testing location:*	TÜV Rheinland (India) Pvt. Ltd. 27/B, 2nd Cross Road, Electronics City Phase 1 Bangalore – 560 100, Karnataka, India		
Prüfgrundlage: *Test specification:*	As per IS 10322 Part 1:2014 (IP66) Clause 9.2.2 & 9.2.7		
Prüfergebnis: *Test Result:*	Refer to section "summary of testing"		
Prüflaboratorium: *Testing Laboratory:*	TÜV Rheinland (India) Pvt. Ltd. 27/B, 2nd Cross Road, Electronics City Phase 1 Bangalore – 560 100, Karnataka, India		

geprüft/ *tested by:* **kontrolliert/** *reviewed by:*

Datum *Date*	**Name/Stellung** *Name/Position*	**Unterschrift** *Signature*	**Datum** *Date*	**Name/Stellung** *Name/Position*	**Unterschrift** *Signature*

Sonstiges/ *Other Aspects:*

The report consists of 11 pages including this cover page and following attachment:

Attachment-1: Photo Document

Abkürzungen:				*Abbreviations:*			
	P(ass)	=	*entspricht Prüfgrundlage*		*P(ass)*	=	*passed*
	F(ail)	=	*entspricht nicht Prüfgrundlage*		*F(ail)*	=	*failed*
	N/A	=	*nicht anwendbar*		*N/A*	=	*not applicable*
	N/T	=	*nicht getestet*		*N/T*	=	*not tested*

Dieser Prüfbericht bezieht sich nur auf das o.g. Prüfmuster und darf ohne Genehmigung der Prüfstelle nicht auszugsweise vervielfältigt werden. Dieser Bericht berechtigt nicht zur Verwendung eines Prüfzeichens.
This test report relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.

Draft Report

1. General Details

Test item description	Street Light Controller with Metering
Manufacturer	Kaynes Technology India Pvt. Ltd.
Model and/or Type reference	SL-KNS-V00X
Serial no.	SL-KNS-V002-000032 SL-KNS-V002-000059
EUT dimension (H x D)	105mm x 115mm
Weight	485 Grams
Test requested	IP66
No. of samples	IP6x-One Sample IPx6-One Sample
Applicable standard	As per IS 10322 Part 1:2014 (IP66) Clause 9.2.2 & 9.2.7
EUT Rating	240V AC
Product orientation	Cable side to be faced down
Condition of EUT on receipt	Good
Date of receipt	2018.11.12
Date of testing	2018.11.14
Others	N/A

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Copy of marking plate:





General product information and considerations:

The equipment under test is "Street Light Controller with Metering".

Summary of testing:

IP 6x (Dust Test): Pass

Observations: No Dust ingression observed inside the EUT.

IP x6 (Water Test): Pass

Observations: No Water ingression observed inside the EUT.

Test equipment list

Item	Type	Make / Model	Equipment No. / Sl. No.	Calibration due date
01	Dust Chamber	Envisys	30-2014-3014	N/A
02	Temperature Data Logger	Yokogawa	30-2013-2038	2019.04.27
03	Timer	Selec	30-2014-3014/1	2018.11.16
04	Cold Water Bath	Envisys	30-2014-3015	2019.01.10
05	IPx6 Nozzle	ED&D	30-2012-1084	N/A
06	Pressure Gauge	KI	30-2008-1029	2019.05.06
07	Scale	Index	30-2002-2003	2019.01.04
08	Timer	Racer	30-2016-4226	2019.01.04
09	Hygrometer	VAR TECH	30-2017-1154	2018.12.04
10	Electronic Weighing Scale	Essae	30-2007-2009	2019.08.10

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IS 10322 (Part 1):2014		
Requirement +Test	Result - Remark	Verdict

2. Test Specifications for IP6x Test

First Characteristic numeral – 6x		
Protection against dust		
Test conditions for first characteristic numeral 6		
Test lab ambient temperature/humidity & pressure during test	24.1°C, 59%rh, 902 mbar.	-
The protection against the ingress of dust implies that the dust shall not fully penetrate the enclosure	Ingression of dust through the EUT enclosure was verified with the following test	-
The test is made using a dust chamber incorporating the basic principles shown in Fig. 6 as per this standard.	Considered	-
The talcum powder used shall be able to pass through a square-meshed sieve the nominal wire diameter of which is 50 µm and the nominal width of a gap between wires 75 µm.	Considered	-
The amount of talcum powder to be used is 2 kg per cubic metre of the test chamber volume. It shall not have been used for more than 20 tests.	Considered	-
Luminaires shall be mounted and wired as in normal use and placed in the most unfavourable position, complete with their protective translucent covers, if any, for the tests.	EUT wired and placed inside the Dust Chamber in the unfavourable position.	-
Any drain-hole normally open shall be left open for the duration of the test.	No drain-holes as part of the EUT enclosure construction	-
Class 0 Luminaire – A Luminaire in which protection against electric shock relies upon basic insulation	Refer below row	-
Class I Luminaire – A Luminaire in which protection against electric shock does not rely on basic insulation only, but which includes an additional safety precaution in such a way that means are provided for the connection of accessible conductive parts to the protective (earthing) conductor in the fixed wiring of the installation in such a way that accessible conductive parts cannot become live in the event of a failure of the basic insulation.	Class I consideration made	-
Class II Luminaire – A Luminaire in which protection against electric shock does not rely on basic insulation only, but in which additional or reinforced insulation are provided.	Refer above row	-
Class III Luminaire – A Luminaire in which protection against electric shock relies on supply at safety extra-low voltage (SELV) and in which voltages higher than those of SELV are not generated	Refer above row	-

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IS 10322 (Part 1):2014		
Requirement +Test	Result - Remark	Verdict
The luminaire is suspended outside the dust chamber and operated at rated supply voltage until operating temperature is achieved and then placed in the dust chamber with minimum disturbance and turned off after an interval of 1 minute	The luminaire was made to reach its stabilization temperature and then the dust chamber was turned ON. The EUT was then turned OFF after an interval of 1 minute.	-
Ingress of dust is not totally prevented (in case of the test for first characteristic numeral 5), but shall not penetrate in a quantity to interfere with satisfactory operation of the apparatus or to impair safety.	Refer below row.	N/A
The protection is satisfactory (in case of the test for first characteristic numeral 6) if no deposit of dust is observable inside the enclosure at the end of the test.	After exposure, EUT was cleaned before opening for the deposited dust on the enclosure. No dust traces were observed inside the EUT.	P
Test duration	3 hours	-

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IS 10322 (Part 1):2014		
Requirement +Test	Result - Remark	Verdict

5. Test Specifications for IPx6 Test

Second Characteristic numeral – IPx6 Test		
Powerful water jet-proof luminaires		
Test lab ambient temperature/humidity & pressure during test	24.2°C , 60%rh & 906 mbar	-
Internal diameter of nozzle	12.5mm	-
Delivery rate	100 l/min ±5%	-
Distance from nozzle to enclosure surface.	3 meter	-
Test duration	03 min	-
Visual check for water ingress.	After exposure, EUT was gently cleaned before opening for the deposited water on the enclosure. On opening of enclosure, no water deposition observed inside the EUT.	P
No trace of water entered in any part of a watertight or pressure watertight luminaire	The test sample is not a water tight or pressure tight luminaires	N/A
For luminaires without drain holes, there shall be no water entry	No water ingression observed	P
For luminaires with drain holes, water entry including condensation is allowed during the tests, if it can drain out effectively.	No drain-holes as part of the EUT enclosure construction	N/A
Water ingress is deposited on insulation parts where it could lead to tracking along the creepage distances	No water ingression observed on insulation parts	P
Water ingress has reached live parts or windings that are not designed to operate when wet	No water ingression observed on any live parts.	P

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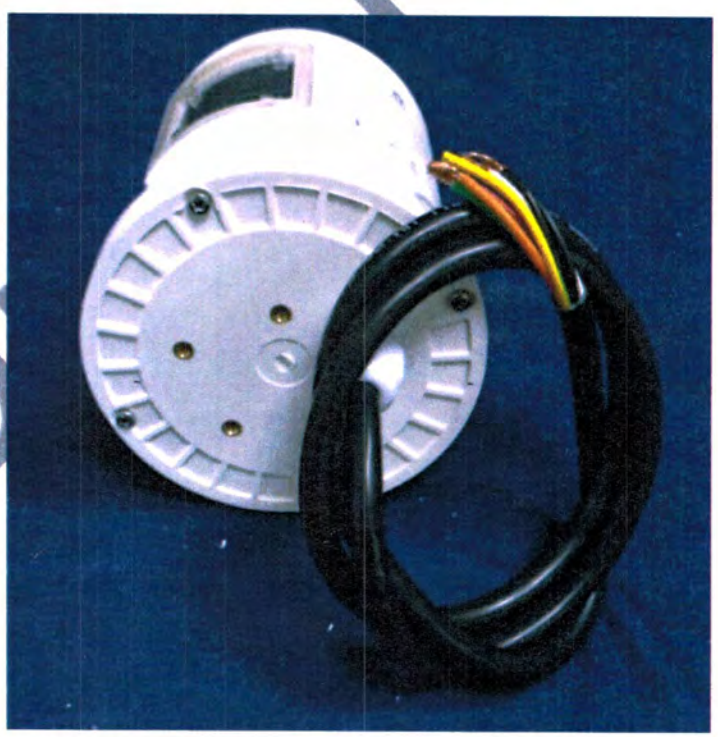
IS 10322 (Part 1):2014

Attachment - 1: Photo Document



Front View



Rear View

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Attachment - 1: Photo Document



Overall view



Test Report

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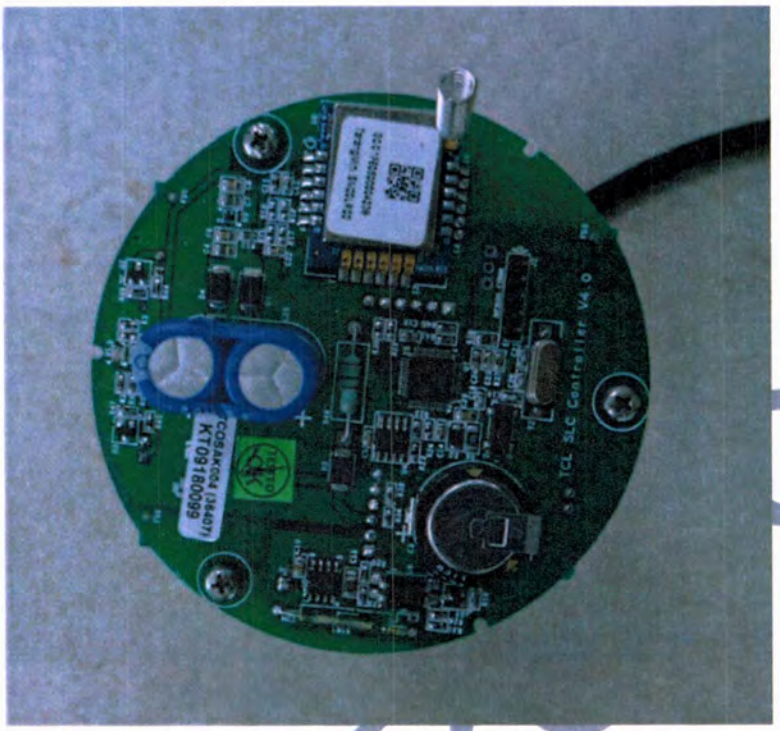
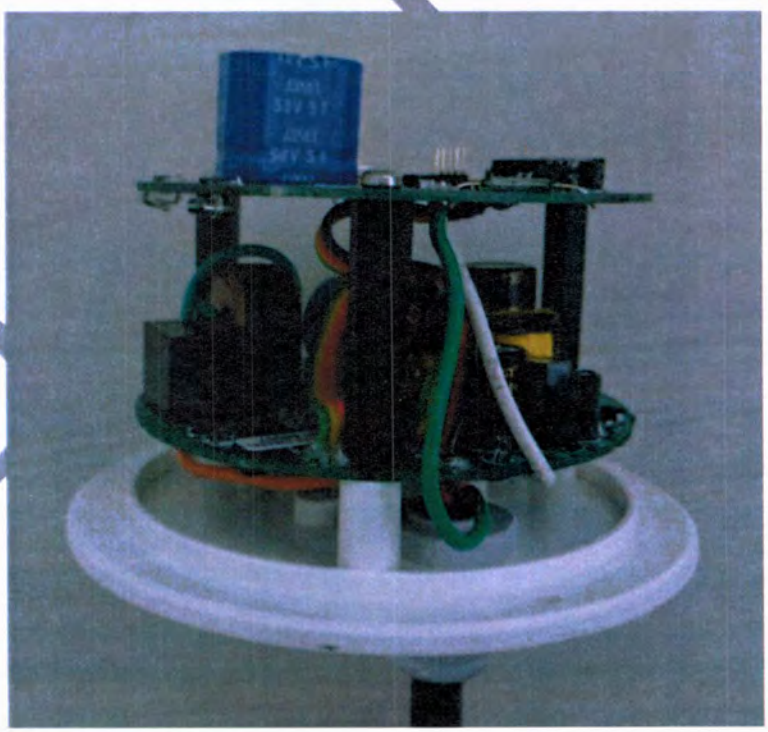
IS 10322 (Part 1):2014

Attachment - 1: Photo Document





IP6x Observation (No Dust ingression observed)

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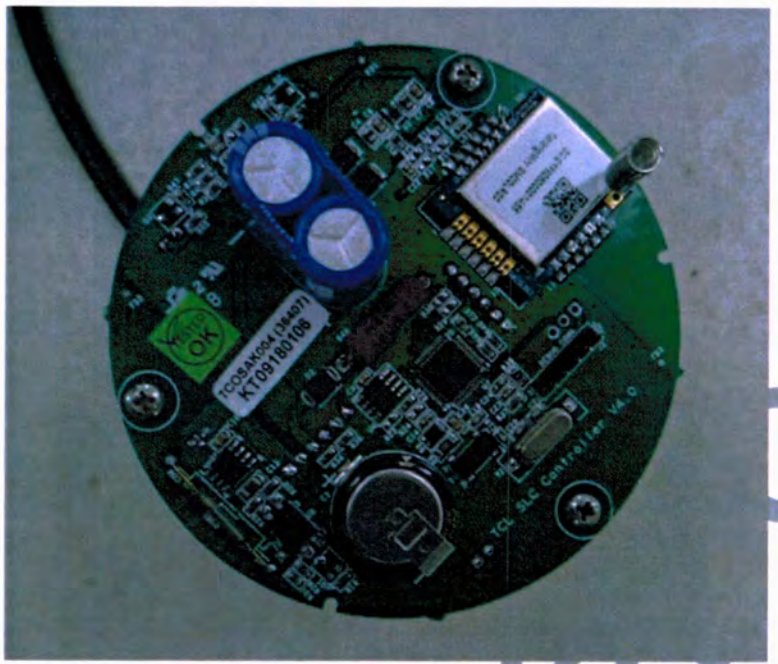
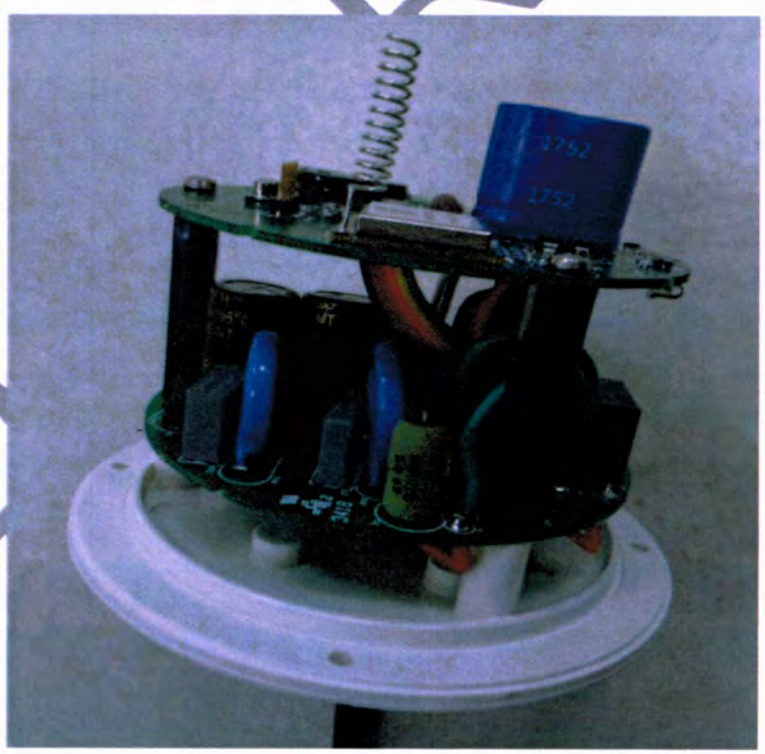
IS 10322 (Part 1):2014

Attachment - 1: Photo Document





IPx6 Observation (No water ingression observed)

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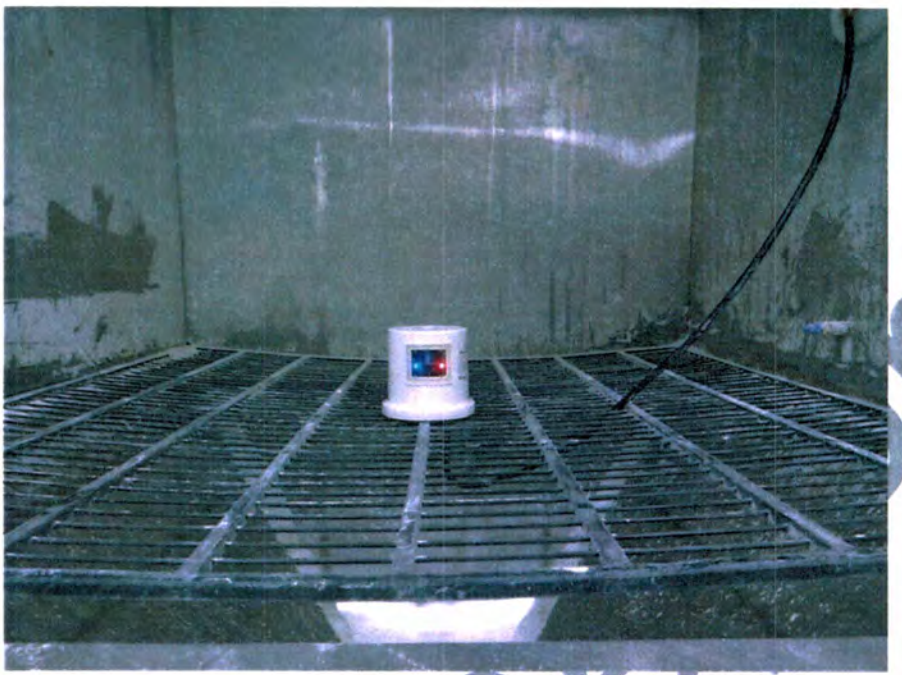
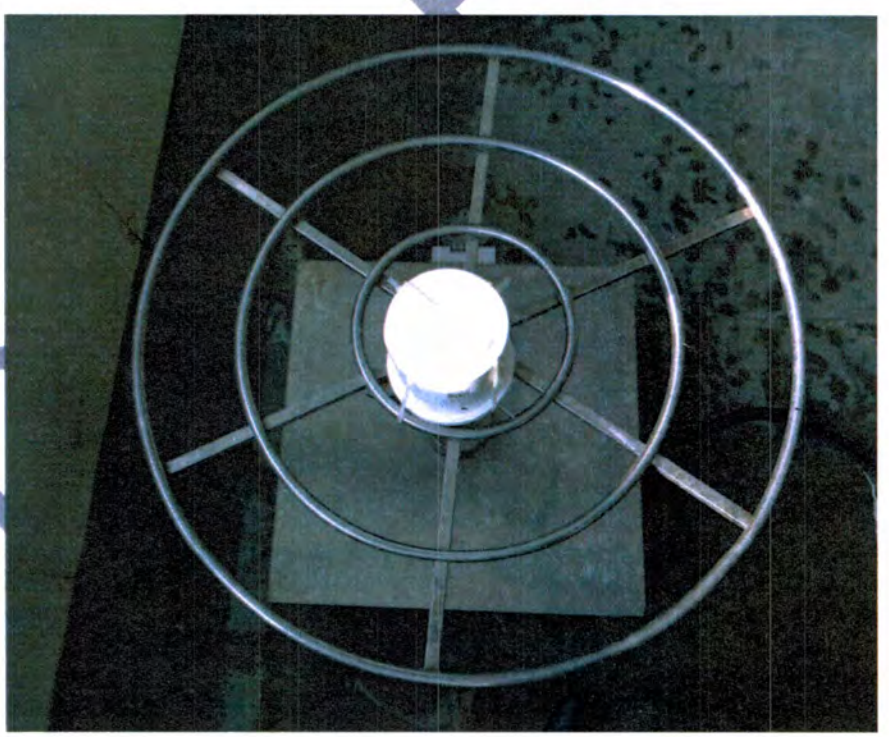
Attachment - 1: Photo Document



IP6x Test Set-up



IPx6 Test Set-up

Report

END OF TEST REPORT



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DATASHEET

Wirnet iBTS



Preliminary



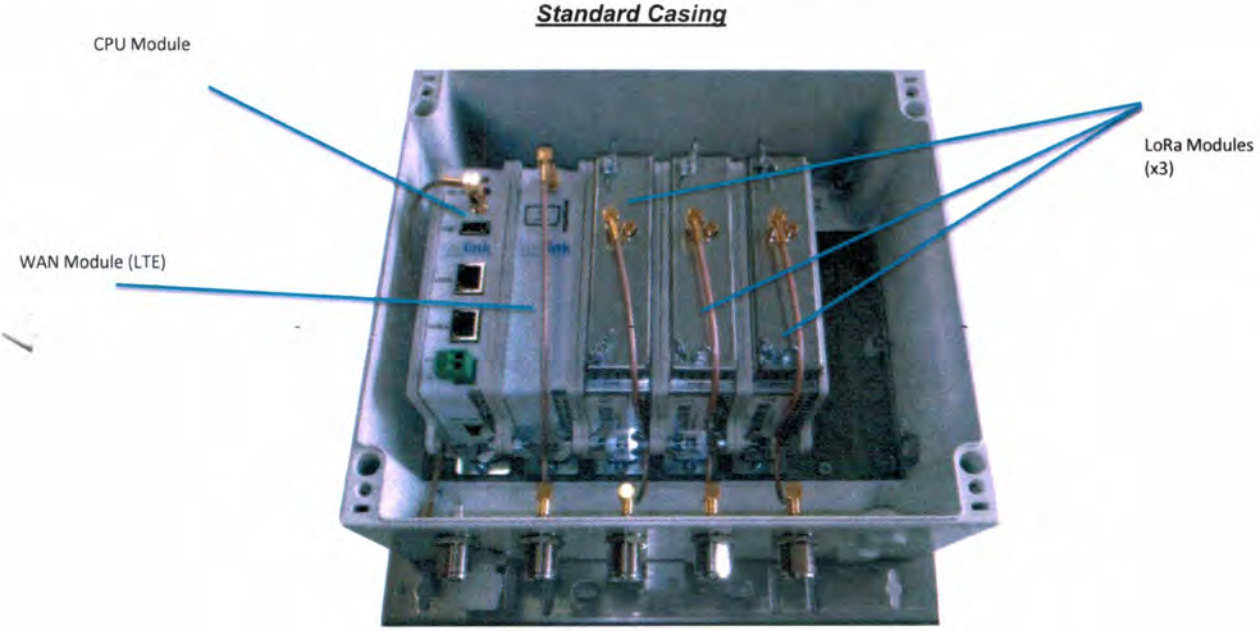
LoRa gateway for IoT chain

- Unlicensed band Long Range(Lora™) bidirectional communications capabilities
- One LoRa RF module (16 channels) extendable to four LoRa RF modules (64 channels)
- Supported bands : 863-873MHz, 902-928MHz, 915-928MHz
- Configurable for single omnidirectional antenna, spatial diversity, dual polarization, tri-sectorization
- LoRa geolocalization combining RSSI and Time Difference of Arrival (TDOA)
- Backhaul connectivity over GPRS/EDGE/HSPA/LTE(Europe/APAC or Americas bands) or Ethernet
- Highly secured device relying on an hardware secure core
- Carrier grade or compact casing

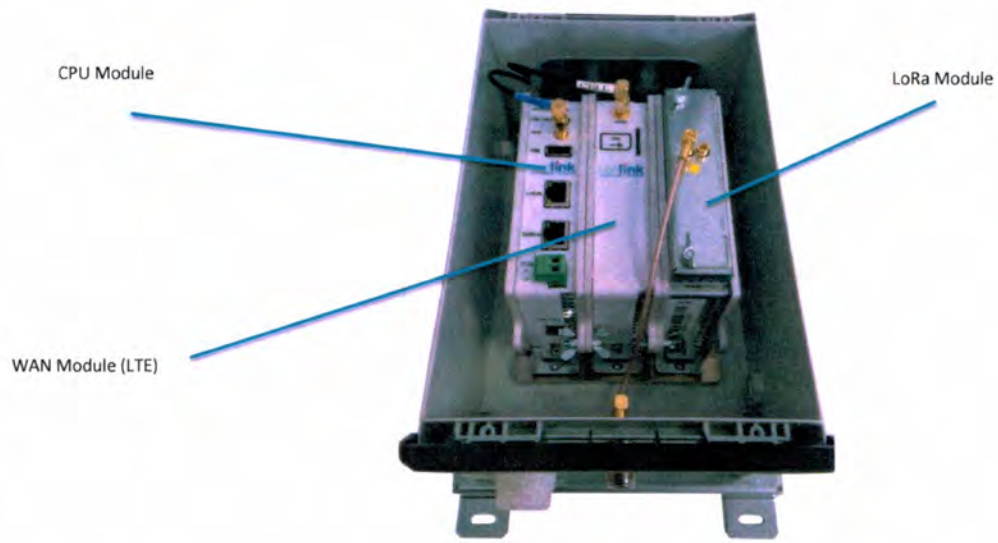
1. Hardware Key Features

1.2 Hardware modularity

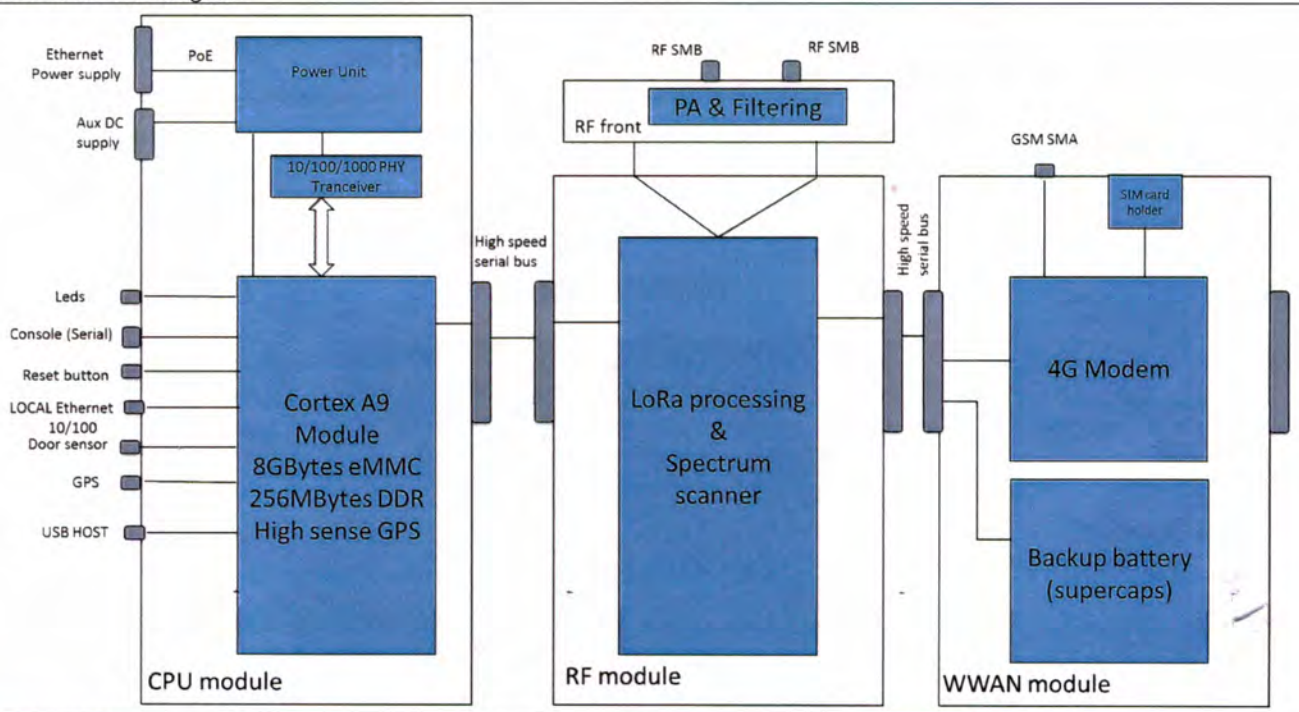
Standard Casing



Compact Casing



1.2 Hardware block diagram



1.2 CPU module

1.2.1 System

CPU:
- Based on ARM cortex A9 core processor (Up to 800 MHz)
- Real-time clock saved by battery
- Hardware watchdog
- Optimised power consumption management
- Embedded hardware secure core

Volatile memory:
- DDRAM 256 MB

Non-volatile memory:
- 8 GB eMMC

1.2.2 User interfaces

Internal LEDs:
- Operational status : power, software activity

Internal push buttons :
- Manual station power on/off

USB host interface allowing :
- Local secured software upgrade with simple USB key

Web local interface allowing :
- Configuration
- Diagnostic
- Maintenance

1.2.3 Communication

Backaul Ethernet :
- PowerOverEthernet IEEE 802.3af /at 10/100/1000 Base T compliant

Local Ethernet interface :
- Used during installation and maintenance operations
- IEEE 802.3 10/100 Base T compliant

1.2.4 Positionning/Timing

GPS :
- Integrated high sensitivity GNSS module
- GPS L1C/A, GLONASS L1OF, BeiDou B1, QZSS L1C/A, SBAS L1C/A and Galileo E1B/C-ready
- Time pulse accuracy < 20ns
- NMEA 0183, version 4.0
- External GNSS active antenna with 5m coaxial cable (integrated antenna for compact version)

1.2.5 Sensors

- Embedded temperature sensor
- Door opening detection system
- Pressure sensor

1.2.6 Power

- PowerOverEthernet supply : 48V class 4
  - 30W PoE required compact casing version
  - 60W PoE required standard casing version
- DC power supply (ex : solar panel use) : 11 to 56V DC
- Power control : ignition detection, software OFF switching, ON/OFF button

1.3 LoRa modules

LongRange modem :
- SDR evolutive architecture including two dual core SoC DSP and ARM processor per LoRa RF modem
- One LoRa RF modem extendable to three LoRa RF modems with standard casing
- Incorporate LoRa (TM) bidirectional communications technology
- Modular "LoRa RF Modem" architecture :
  - 96 LoRa demodulators over 16 channels per LoRa RF Module (1x16 or 2x8 channels)
  - Extend the channels number adding modules :
    - 1 LoRa RF Module : 1x16 or 2x8 channels (single or spatial diversity or dual polarization)
    - 2 LoRa RF Modules : 2x16 channels or 2x2x8 channels (spatial diversity and/or dual polarization)
    - 3 LoRa RF Modules : 3x16 channels or 3x2x8 channels (tri-sectorization w/ or w/o dual polarization)
    - 4 LoRa RF Modules block (915 and 923 versions) : 1x64 or 2x32 channels (single or spatial diversity or dual polarization)
- More than 15km range in sub-urban situation
- More than 2km range in urban situation

Geolocalization :
- Outdoor and indoor environments
- Synchronization with GPS
- Combines RSSI and TDOA measurements
- Accuracy < 100m (70% confidence, high density coverage)

1.3.1 868 MHz module version

Capabilities:
- LoRa channels : 1x16 or 2x8 channels (single or spatial diversity or dual polarization)
- RX range: 863- 873MHz,
- TX range : 863-873MHz
- Sensitivity : up to -141 dBm
- Tx conducted power from 0dBm to +30dBm

1.3.2 923 MHz module version

Capabilities:
- LoRa channels : 1x16 or 2x8 channels (single or spatial diversity or dual polarization)
- RX range: 915- 928MHz,
- TX range : 920-928MHz
- Sensitivity : up to -141 dBm
- Tx conducted power from 0dBm to +30dBm

1.3.3 915 MHz module version

Capabilities:
- LoRa channels : 1x16 or 2x8 channels (single or spatial diversity or dual polarization), FCC Hybrid Mode
- RX range: 902- 928MHz,
- TX range : 902-928MHz
- Sensitivity : up to -141 dBm
- Tx conducted power from 0dBm to +30dBm

1.3.3 Four modules block 915 MHz version

Capabilities:
- 4 LoRa RF modules : 1x64 or 2x32 channels (single or spatial diversity or dual polarization)
- RX range: 902- 928MHz,
- TX range : 902-928MHz
- Sensitivity : up to -141 dBm
- Tx conducted power from 0dBm to +30dBm

1.3.3 Four modules block 923 MHz version

Capabilities:
- 4 LoRa RF modules : 1x64 or 2x32 channels (single or spatial diversity or dual polarization)
- RX range: 915- 928MHz,
- TX range : 920-928MHz
- Sensitivity : up to -141 dBm
- Tx conducted power from 0dBm to +30dBm

1.4 WWAN module

1.4.1 Europe/APAC bands

- PCI Express Mini Card modem
- LTE (800/900/1800/2100/2600) : cat3, DL up to 100Mbps, UL up to 50Mbps
- HSPA/UMTS (850/900/1900/2100MHz) : DL up to 42Mbps (cat 24) , UL up to 5,76Mbps (cat 6)
- EDGE (850/900/1800/1900MHz) : UL/DL up to 236.8Kbps
- GPRS (850/900/1800/1900MHz) : UL/DL up to 85.6Kpbs
- IMEI inside
- External LTE (700-2700MHz) antenna with 5m coaxial cable (integrated antenna for compact version)
- Back-up battery : up to about 1 minute allowing safe powerdown of the product

1.4.1 Americas bands

- PCI Express Mini Card modem
- LTE (700/850/1700/1900/2100) : cat3, DL up to 100Mbps, UL up to 50Mbps
- CDMA (800/1900) : up to 3.1Mbps
- HSPA/UMTS (850/900/1700/1900/2100MHz) : DL up to 42Mbps (cat 24) , UL up to 5,76Mbps (cat 6)
- EDGE (850/900/1800/1900MHz) : UL/DL up to 236.8Kbps
- GPRS (850/900/1800/1900MHz) : UL/DL up to 85.6Kpbs
- IMEI inside
- External LTE (700-2700MHz) antenna with 5m coaxial cable (integrated antenna for compact version)
- Back-up battery : up to about 1 minute allowing safe powerdown of the product

2. Mechanical

2.1 Standard casing

- Aluminium enclosure
- Dimensions : 295 x 317 x 125 mm (including mounting kit)
- Weight :
  - with one LoRa RF modem : about 6,2Kg (including mounting kit)
  - with three LoRa RF modems: about 7,2Kg (including mounting kit)
- Connectors :
  - One PoE cable gland
  - RF connectors : one for GPS (GNSS), one for WWAN (LTE/HSPA/GSM) - N type
  - LoRa RF connectors : from one up to six, depending on the configuration - N type
  - Three spares

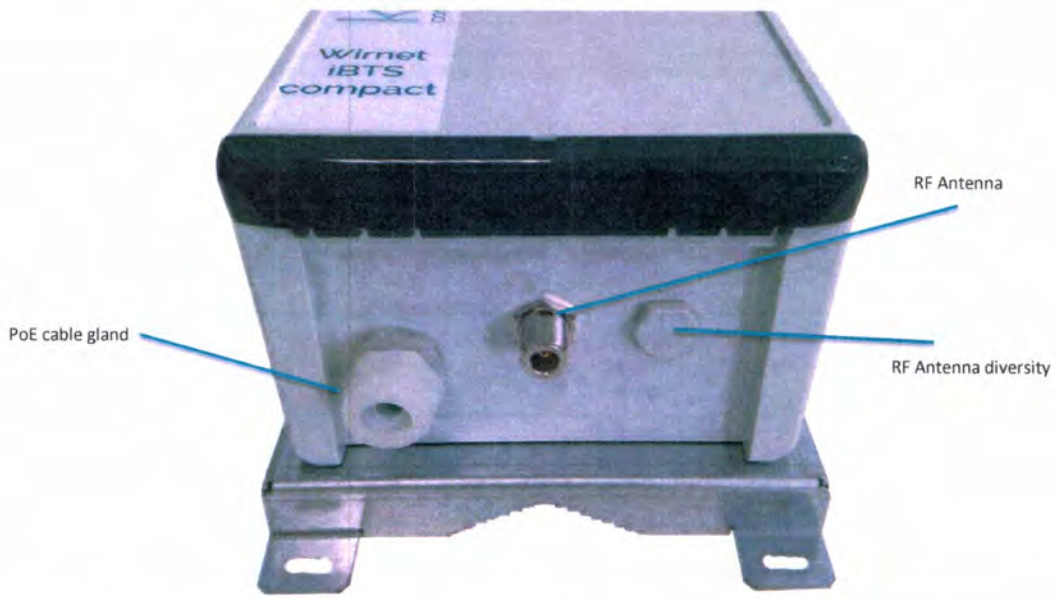
External connectors:



2.2 Compact casing

- Polycarbonate enclosure
- Dimensions : 357 x 189 x 150 mm (including mounting kit)
- Weight : about 3Kg (including mounting kit)
- Connectors :
  - One PoE cable gland
  - LoRa RF connectors : one (single antenna configuration) or two (diversity configuration) - N type

External connectors:



2.3 Mounting

The provided mouting kit allows three different mounting options :
- Wall mounting by screwing
- Pole mounting by U-bolt (max diameter : 76mm for standard version and 60mm for compact version)
- Metallic strapping mounting (tube, pipe, flue...)

Specific mouting kits are provided with antennas :
- LoRa antenna bracket (wall mount, pole mount, metallic strapping)
- GNSS and WWAN antenna bracket for standard casing (wall mount, pole mount with U-bolt, metallic strapping)

2.4 Environmental

- Full operating range : -20°C to +55°C
- Humidity : 95%, non condensing (protective vent)
- Ingress protection : IP66
- Impact resistance : IK08
- UV resistance : UL508
- Flammability rating : UL94-V0

3. Software key features

3.1 Operating system

- Based on Yocto/Poky 2.1
- Standard Long Term Support Linux version 3.14
- File system : EXT4, Squashfs
- Support of all GNU/Linux tools (cross-compiled for ARM)
- TCP/IP BSD4.4 socket on network bearer

3.2 Software packages included (non-exhaustive)

- Embedded Base Station Controller (BSC)
- LoRa packet Forwarder
- LoRa test tools
- Python
- Busybox
- Ntp

Networking :

- DHCP client
- SSH server
- Firewalling (iptables) and IP routing (layer 3)
- OpenVPN
- IPSEC (Strongswan)
- Connman

3.2 Software security

- Secure boot (software authentication and integrity control) relying on an hardware secure core
- Critical information storage (private keys, certificates...) inside an hardware secure core
- Critical software execution protection (encryption, decryption,) relying on a Trust zone embedded inside an hardware secure core
- Firewall
- Read Only file system preventing unexpected file system coruption
- Software auto-recovery mechanism to protect against software update failure
- Secured firmware upgrade (usb key or over the air)

3.3 BSC services

BSC (Base Station Controller) interfaces are relying on standard SNMP (v2c) protocol and provide the following services :

- Alarm notifications
- Firmware upgrade
- File transfer
- Remote shell control
- Configuration
- Monitoring (platform statistics, RF statistics, RF spectrum analyzer...)

The BSC interface is securized through an SSL tunnel (openVPN)

3.4 Software development tools

- C/C++ Linux cross compilation toolchain based on GNU tools (GCC 5.3.0, Glibc 2.23)
- On-line wiki

Optional

- Debug probe

4. Certifications (according to Radio module frequency)

- R&TTE 1999/5/EC Directive until June 15th 2016 and the RED 2014/53/EU directive from June 16th 2016
- Electromagnetic compatibility (article 3.1-b of the directive)

EN 301 489-1	issue 1.9.2
EN 301 489-3	issue 1.4.1
EN 301 489-7	issue 1.3.1
EN 301 489-19	issue 1.2.1

- Efficient use of the radio frequency spectrum (article 3.2 of the directive)

EN 301 511	issue 9.0.2
EN 301 908	issue 6.2.1
EN 300 440-1	issue 1.5.1
EN 300 440-2	issue 1.3.1
EN 300 220-1	issue 2.4.1
EN 300 220-2	issue 2.4.1

Category 2 receiver according to the EN 300 220-1

- Safety (article 3.1-a of the directive)

EN/IEC 60 950-1	(ed. 2006 /A11: 2009/A1: 2010/A12:2011)
EN/IEC 60 950-22	
CENELEC EN 60 950-1	(Ed. 2006/A11 : 2009/A1 : 2010/A12:2011)
AS/NZS 60950.1 : 2003	

• Magnetic field exposure	EN 50385 EN 62479	(ed. 2002) (ed. 2010)

- Radio / FCC :
  - CFR 47 FCC Part 15 :
    - FCC 47 CFR Part 15 : 2014 - Part 15- Radio frequency devices
    - FCC PART 15.247 - Operation within the bands 902–928 MHz, 2400–2483.5 MHz, and 5725–5850 MHz. (frequency hopping and digitally modulated)
    - FCC Part 15.207 conducted emissions on AC mains in the band 150kHz – 30MHz
    - FCC Part 15.247 intentional radiated emissions
    - FCC Part 15.215 Additional provisions to the general radiated emissions limitations

- RSS 247 :
  - RSS-Gen – Issue 4, November 2014- General requirements and Information for the Certification of radio Apparatus
  - RSS-247 Issue 1, May 2015 - Digital Transmission Systems (DTSS), Frequency Hopping Systems (FHSS) and Licence-Exempt Local Area Network (LE-LAN) Devices
- AS/NZS 4268 2012 + A1 : 2013 : Radio equipment and systems – Short range devices – Limits and methods of measurement
- ARIB STD-T108 - 920MHz-Band Telemeter, Telecontrol and Data Transmission Radio Equipment
- Clause 2, Article 58-2 of Radio Waves Act (Republic of Korea)
- IDA Technical Specifications for Short Range Devices (IDA TS SRD) – Issue 1 Rev 7, April 2013

5. Optional accessories

- **Antennas** : various LoRa antennas can be proposed to adapt to environment and the gateway configurations :
  - Omnidirectionnal, 868MHz 3dBi
  - Omnidirectionnal, 915MHz 3dBi
  - Omnidirectionnal, 915MHz 6dBi
- **Antennas mounting kit**
- **Surge Protection** : RF coaxial and indoor or outdoor PoE protections
- **PoE injector** (indoor or outdoor) : 30W/60W depending on the gateway casing (compact/standard)

6. Contacts : For more information please contact:

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1 Rue Jacqueline Auriol
35235 THORIGNÉ-FOUILLARD

Tel : +33 2 99 12 29 00

E-mail : contact@kerlink.com
Web : www.kerlink.com

Government of India
Ministry of Communications & IT
Department of Telecommunications, Wireless Planning and Coordination Wing
RLO SR, IMS CAMPUS, PERUNGUDI, CHENNAI - 600 096

FileNo. J-22022/01/2017-RLO(SR)/6613 Date 26-10-2018

ETA Certificate No: ETA - 1373/2017-RLO(SR) On-Line ID 2018118229

Equipment Type Approval is hereby granted for under mentioned equipment for operation with following parameters/conditions:

I. Details of Applicant and parameters of Equipment:

1. Name and address of the Applicant	Melange Systems Pvt. Ltd. #4/1, 7th Cross, Kumara Park Street West Bangaluru-20
2. Equipment	RF Module
3. Model No.	SM20LR03
4. Manufactured by	Melange Systems Pvt. Ltd. #4/1, 7th Cross, Kumara Park Street West Bangaluru-20.
5. Frequency Range (MHz)	865 - 867 MHz
6. Max. Output Power	18.614 dBm
7. Modulation	LoRa
8. Remarks	**This ETA is for RF Module avaible in the above equipment operating in above frequecy band. This is not Import license, seperate import license is required for Import.**

II. Conditions:

1. This approval will not be valid in case any change in the above parameters and not confirming to the notification mentioned in condition No. 7.
2. Use of such equipment has been exempted from licensing requirement vide Gazette Notification mentioned in condition No. 7, on Non-interference, Non-protection and Sharing (Non-exclusive) basis.
3. Use of such equipment in case not confirming to above notification will require a specific wireless operating license from this Ministry.
4. Use of such equipment is also subject to the applicability/fulfillment of the specific service license as required from the Central Government.
5. For the import of these equipments, a separate Import License is required from respective RLOs of WPC Wing.
6. Application shall ensure that the frequency bands other than the mentioned above in this certificate should be blocked by the Manufacturer before importing them to India.
7. This is the clearance from technical angle only.The use of the equipment is regulated by the following Gazettel Notification(s):
   a) GSR 564 (E) Dated 30.07.2008.

M. K. RAO
Joint Wireless Advisor to the Govt. of India
संयुक्त बेतार सलाहकार
Joint Wireless Adviser
दूर संचार विभाग / D O T
क्षे.ला.का., चेन्नै / R.L.O CHENNAI

4 2344

USER MANUALS

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1. Introduction

Tata Communications (TC) is a global company with its roots in the emerging markets. Headquartered in Mumbai and Singapore, Tata Communications has evolved from a wholesale service provider serving the Indian market to a leading provider of A New World of Communications™ to enterprise Projects and service providers worldwide.

Streetlights are among a city's strategic assets, providing safe roads, inviting public areas, and enhanced security in homes, businesses, and city centers. However, they're usually very costly to operate, and they use in average 40% of a city's electricity spending. As the cost of electricity continues to rise and as wasting energy is a growing concern for public and authorities, it's becoming crucial that municipalities, highway companies and other streetlight owners deploy control systems to manage dim the lights at the right light level at the right time, to automatically identify lamp and electrical failures and enable real time control

Tata Communication came up with a Street Light Monitoring & Control Application, as an automated system designed to automatically control switching of street lights. Smart lighting provides remote lighting control that can better adjust the amount of time the lights are turned on to minimize energy costs without sacrificing public safety. Smart lighting can also significantly reduce street light maintenance costs and simplifies asset management



2. Purpose

Purpose of this document is to cover the activities which Customer Admin users should be performing in this application.

Below are the functionalities which Customer Admin should be doing in the application

a) View Customer details

b) View Customer Admin Users

c) Edit Customer Admin Users

d) View Project Configuration details

e) Add Project Configuration details

f) Edit Project Configuration details

g) Project Level User Managements

h) View Project Configuration

i) Add Project Configuration

j) Edit Project Configuration

k) Roles & Permissions

l) User Activity Tracking

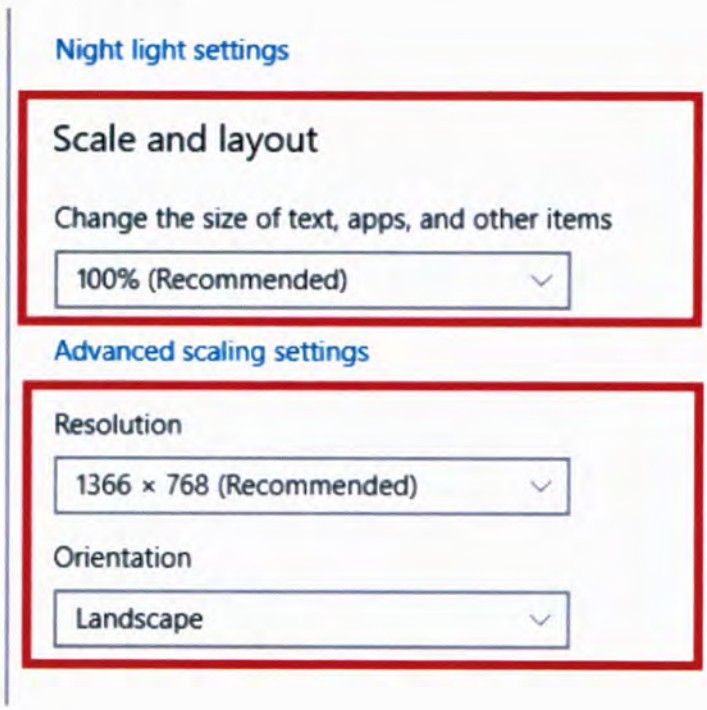
m) Reach Us

3. General Information

3.1 System Requirements

Browser Compatible
Google Chrome - Version 71.0.3578.98

Display Settings



4. Getting Started

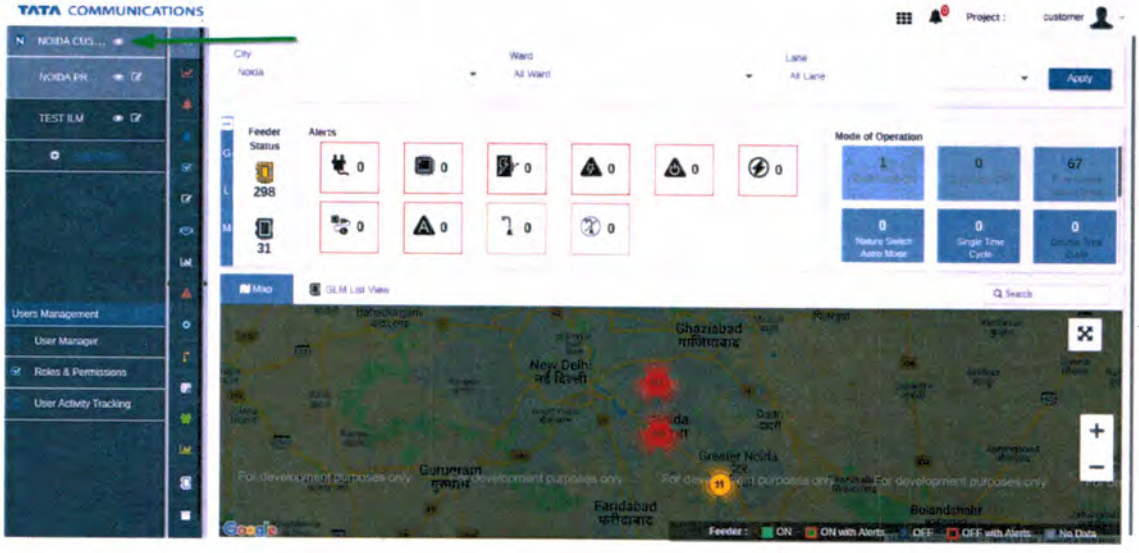
4.1 Customer Configuration

Application will provide the functionality where user can manage the customer for which person is the customer admin.

4.1.1 View Customer

Follow below steps to View Customer in the application

a) Login into the application if not logged in. (User must be Customer Admin)
b) Expand Customer Configuration Panel
c) Click on the "View Customer" item in "Common Action" section of the Customer Panel





4.2 Customer Level User Management

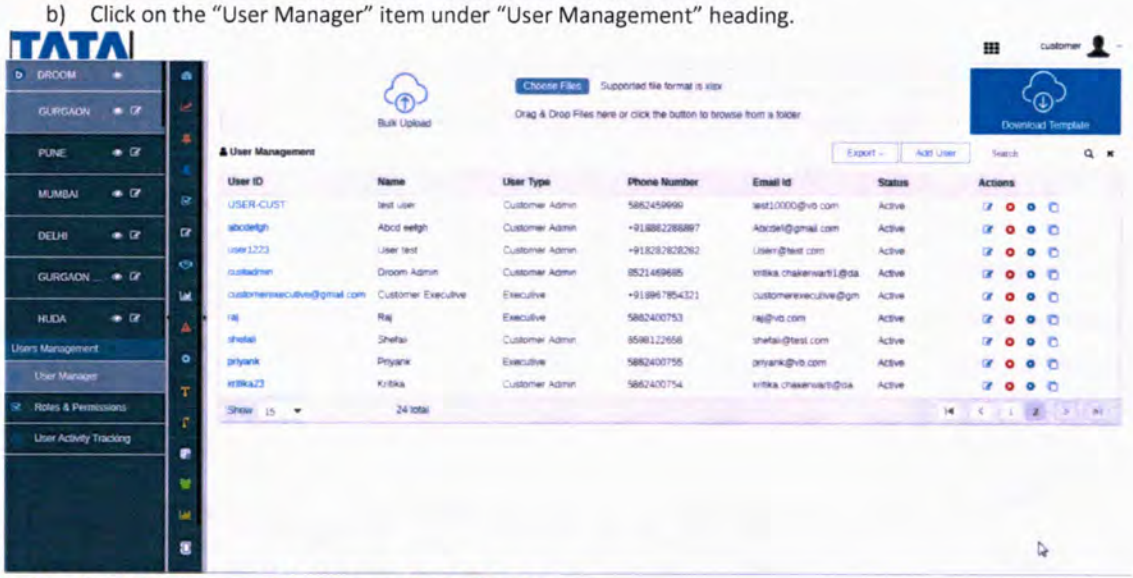
This functionality will allow to create/edit customer admins for this customer. With the help of this module, other customer admin users can be created and managed.

4.2.1 View Customer Admin users available for a Customer

Below are the steps to see all the Customer Admin users available for a Customer

a) Expand Customer Configuration Panel (if not in expanded mode)

b) Click on the "User Manager" item under "User Management" heading.



4.2.2 Add Customer Admin user for a Customer

Below are the steps to add Customer Admin user for a Customer

a) Expand Customer Configuration Panel (if not in expended mode)

b) Click on the "User Manager" item under "User Management" heading



c) Click on the "Add User" button



Enter details of the Customer Admin User

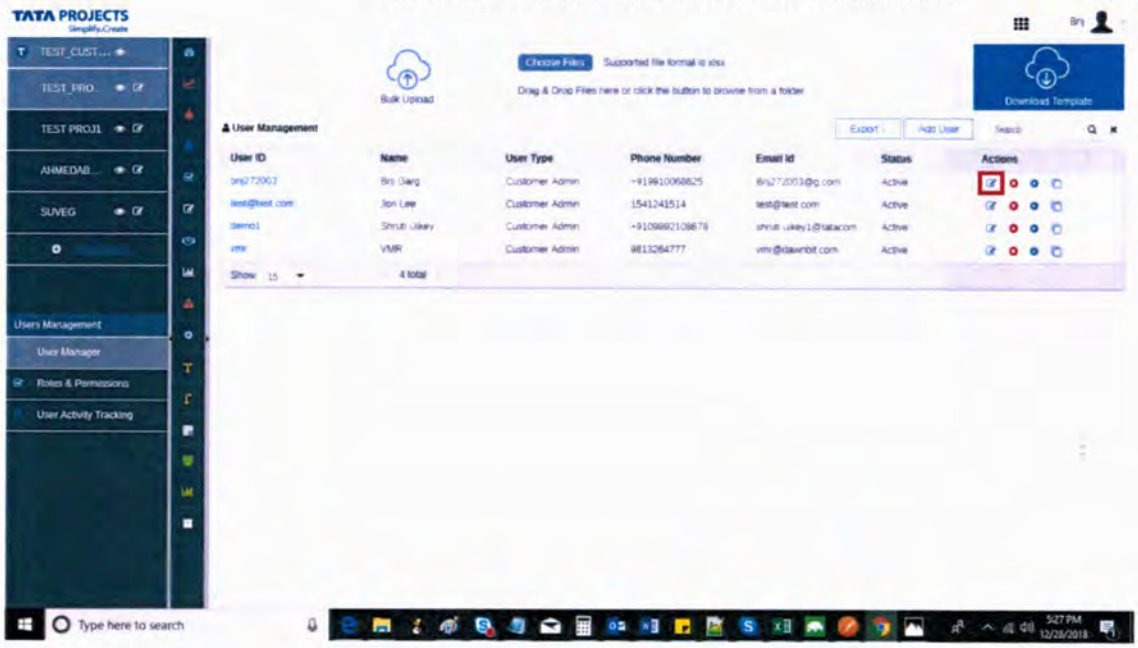
I. User ID – Customer Admin User Id (Mandatory field)
II. User Type (Customer Admin) (Mandatory field)
III. Roles – System level roles will be available by default (Mandatory field)
IV. First Name – first name of the customer admin (Mandatory field)
V. Last Name – last name of the customer admin
VI. Phone Number – contact number of the customer admin (Mandatory field)
VII. Email Id – email id of the customer admin (Mandatory field)
VIII. Password (Mandatory field)
IX. Confirm password (Mandatory field)

d) Click on "Save" button.

4.2.3 Edit Customer Admin user for a Customer

Below are the steps to edit Customer Admin user for a Customer

a) Expand Customer Configuration Panel (If not in expanded mode)
b) Click on the "User Manager" item under "User Management" heading.
c) Click on the Edit icon in the Actions column for a customer which needs to be edited



d) Edit details and click on Save button.

Note:

- User Id cannot be edited
- User Type cannot be edited

4.3 Project Configuration

Application will provide the functionality where user can manage the Project for which person is the Customer admin.

4.3.1 View Project

Follow below steps to View Project in the application

a) Login into the application if not logged in. (User must be Customer Admin)
b) Expand Project Configuration Panel
c) Click on the "View Project" item in "Common Action" section of the Project Panel

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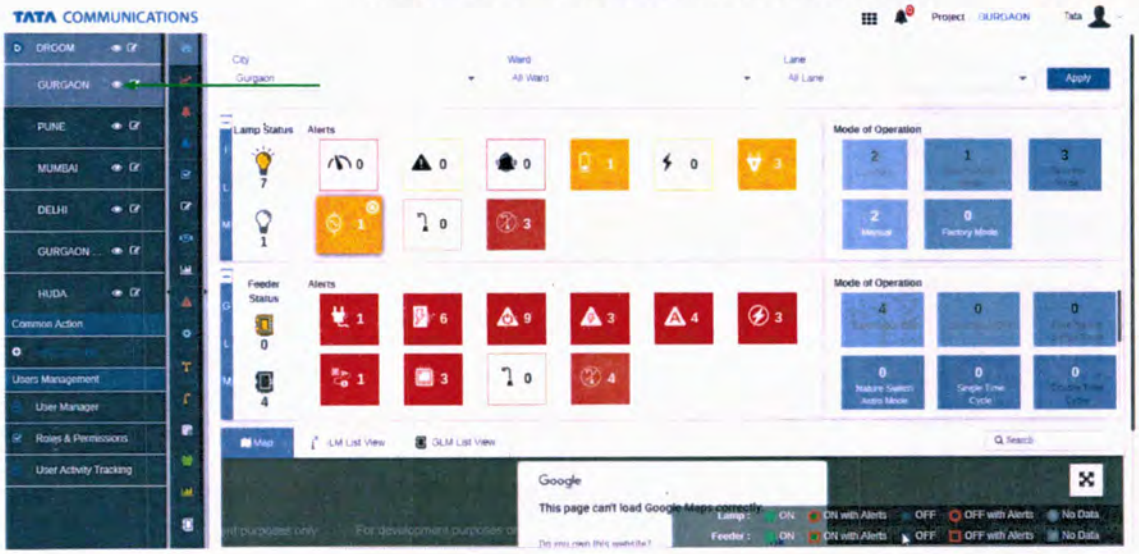
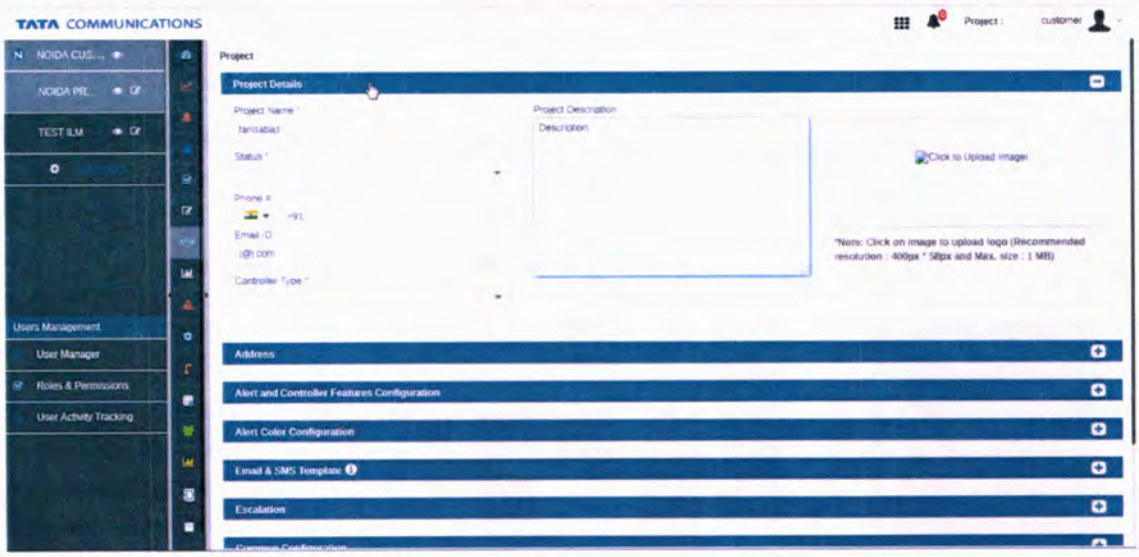




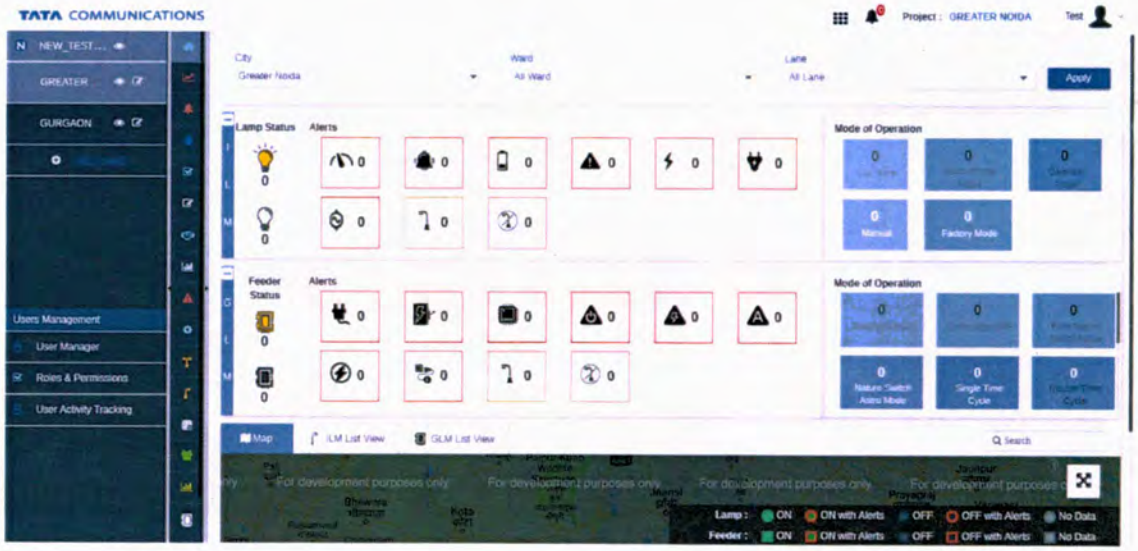
d) Explore the project details

4.3.2 Add Project

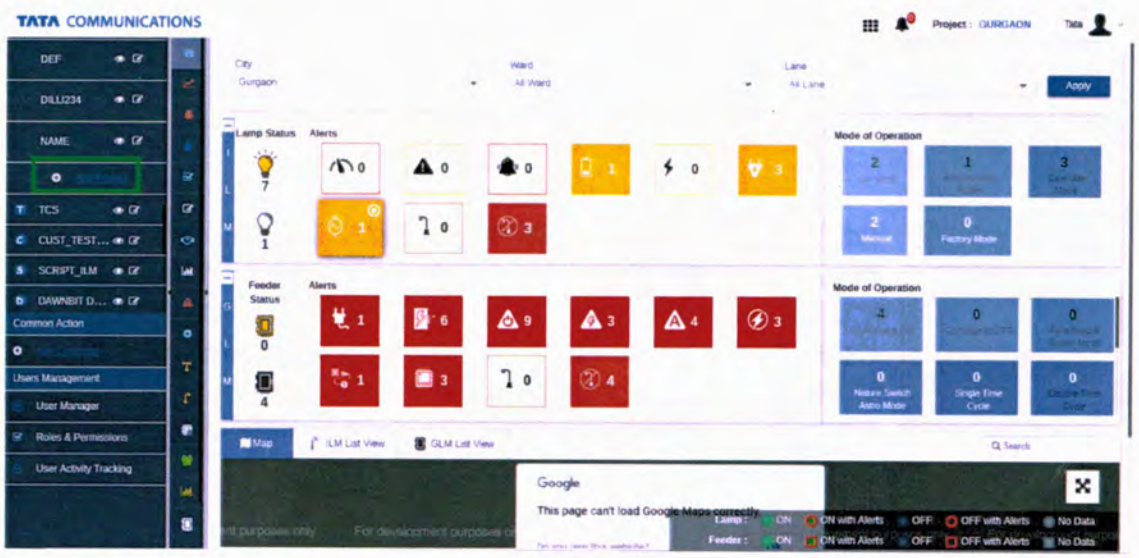
Follow below steps to Add Project in the application

a) Login into the application if not logged in. (User must be Customer Admin)

b) Expand Project Configuration Panel



c) Click on the "Add Project" item in "Common Action" section of the Project Panel





a) Enter following details in "Project Details" section
   - Project Name (It must be unique name)
   - Project Description
   - Status (Commission will be the default status)
   - Project Office Contact Number
   - Project Office email address
   - Controller Type (Select all type of devices to be given to this project)
   - Logo (by default Customer logo will be applicable, but it can be changed)

b) Enter "Address" details in Address section
   - Address
   - City
   - State
   - Country
   - Zip Code
   - Latitude of the project location
   - Longitude of the project location

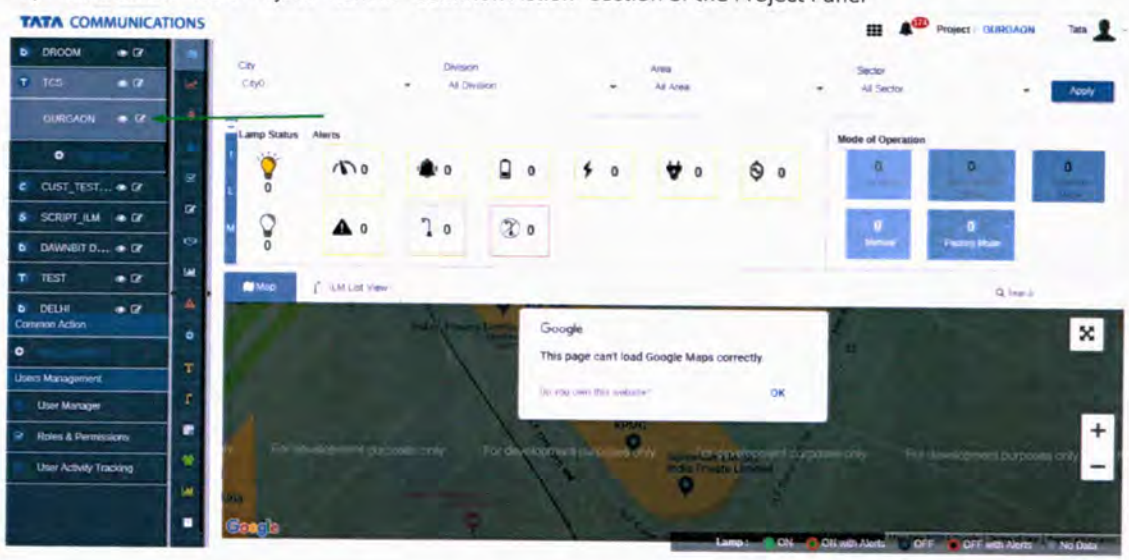
c) Enter "Alert and Controller Features Configuration"
   - GPS Enabled (Select if devices are GPS enabled)
   - Metering and Real Time On & OFF will always be selected
   - Select the Alerts which are allowed and subsequently marked them for critical
   - SMS Notification (Select if this feature is to be given to the project)
   - Email Notification (Select if this feature is to be given to the project)
   - Long Non-Communicable (enter minutes here beyond which if application does not get any packet from the device, device will be tagged as Long Non-Communicable)
   - Short Non-Communicable buffer (enter minutes here beyond which if application does not get any packet from the device, device will be tagged as Short Non-Communicable)
   - Downlink for Non-Communicable (If selected, before tagging device as Non-Communicable, downlink will be triggered. If packet received, then device will not be tagged as Non-Communicable)
   - Waiting Time for Downlink Response (mins) (buffer period for which application needs to wait for the response of the Non-Communicable check downlink)

d) Select different colours to present various alert conditions in the application in "Alert Colour Configuration" section.

e) Select one email and one SMS template for each kind of alert in "Email & SMS Template" section.
f) Enter phone number (s) and email (s) address to whom alerts need to be escalated in Escalation section
g) Enter following fields in "Common Configuration" section
   - Cost Per Unit (Default value will be Rs 6)
   - Number of users to be allowed (maximum number of users which a project can have) **[Configurable by Super Admin only.]**
   - Maximum number of GLM devices to be allowed (enter the number of devices which will be given to the project)**[Configurable by Super Admin only]**
   - Uplink message prefix(mandatory) **[Configurable by Super Admin only]**
h) Click on the Save button.

4.3.3 Edit Project

Follow below steps to Edit Project in the application
a) Login into the application if not logged in. (User must be Customer Admin)
b) Expand Project Configuration Panel
c) Click on the "Edit Project" item in "Common Action" section of the Project Panel



Note: Below mentioned fields are configurable only by Super Admin User.
- No. Of Users to be allowed
- No. Of GLM devices to be allowed
- Uplink message prefix

4.4 Project Level User Management

This functionality will allow to create/edit Project admins for this Project. With the help of this module, other Project admin users can be created and managed.

4.4.1 View Project Admins users available for a Project

Below are the steps to see all the Project Admin users available for a Project
c) Expand Project Configuration Panel (if not in expanded mode)
d) Click on the "User Manager" item under "User Management" heading.



4.4.2 Add Project Admin user for a Project

Below are the steps to add Project Admin user for a Project

e) Expand Project Configuration Panel (if not in expanded mode)

f) Click on the "User Manager" item under "User Management" heading.



g) Click on the "Add User" button

Enter details of the Project Admin User

- User ID – Project Admin User Id (Mandatory field)
- User Type (Project Admin) (Mandatory field)
- Roles – System level roles will be available by default (Mandatory field)
- First Name – first name of the Project admin (Mandatory field)
- Last Name – last name of the Project admin

- Phone Number – contact number of the Project admin (Mandatory field)
- Email Id – email id of the Project admin (Mandatory field)
- Password (Mandatory field)

X. Confirm password (Mandatory field)



h) Click on "Save" button.

4.4.3 Edit Project Admin user for a Project

Below are the steps to edit Project Admin user for a Project

a) Expand Project Configuration Panel (If not in expanded mode)

b) Click on the "User Manager" item under "User Management" heading.

c) Click on the Edit icon in the Actions column for a Project which needs to be edited



d) Edit details and click on Save button.

Note:

1. User Id cannot be edited
2. User Type cannot be edited

4.4.4 Add Role & Assign Permissions

Below are the steps to create a role and assign different permissions to that role

a) Login into the application as a Customer Admin if not logged in.
b) Expand the "Project Configuration Panel" (if not in expanded Mode)
c) Click on the "Roles & Permissions" menu item given under "User Management".



d) Click on "Create Role" button on the "Roles & Permissions" user interface.
e) Enter following details
   - Role Name (Mandatory field)
   - Role Description
   - Select Projects where we want to assign this role.
   - Select permissions for different modules.



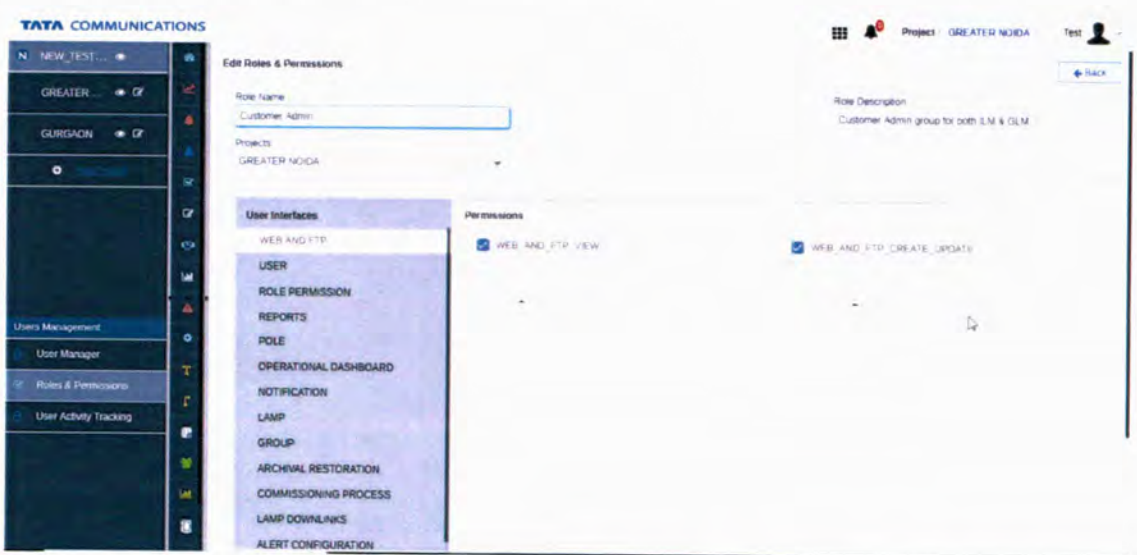
f) Click on "Save" button to save this new role.

Note: Roles created at this Project level will be available for this Project only.

4.4.5 Edit Role & Assign Permissions

Below are the steps to edit a role and assign different permissions to that role

a) Login into the application as a Customer Admin if not logged in.
b) Expand the "Project Configuration Panel" (if not in expanded Mode).
c) Click on the "Roles & Permissions" menu item given under "User Management".
d) Click on the "Edit" action for the role which needs to be edited.
e) Edit details/ Change permissions.
f) Click on the Save button.

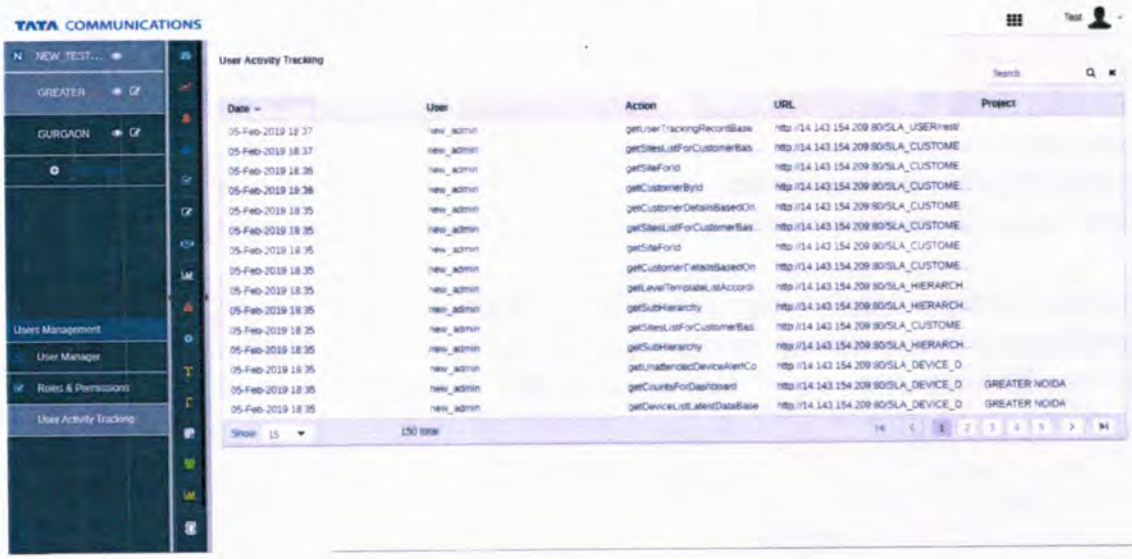


Note:

- Permissions of the role can be changed even when role has already been assigned to users.
- Role Name cannot be edited.
- Roles created at the System level cannot be edited at Project level. These roles can be assigned to different Projects of this Project.

4.5 User Activity Tracking

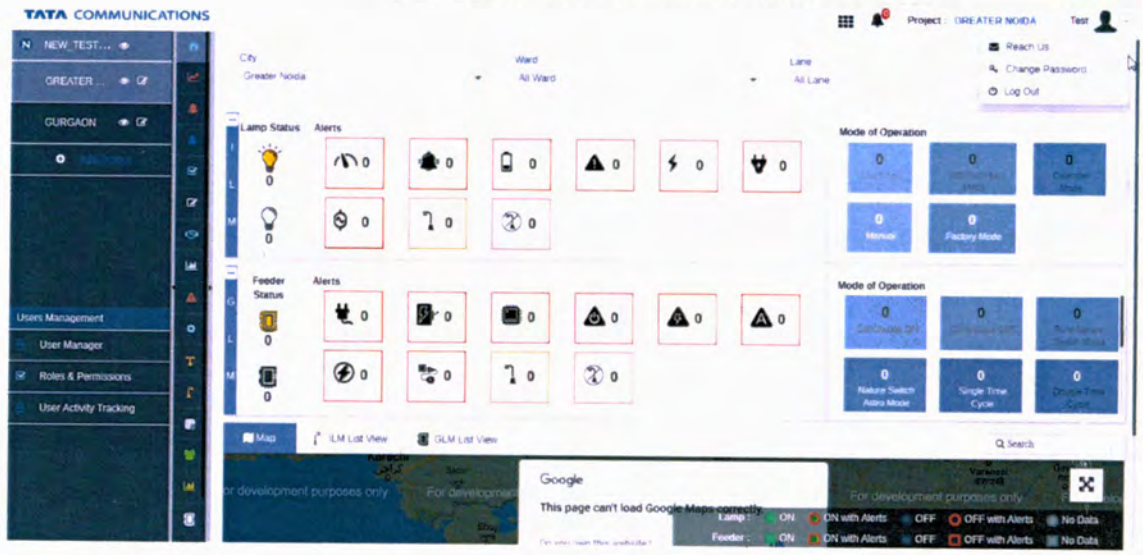
This module will be used by Customer admin to track the activity of other Project admin users.
Click on the "User Activity Tracking" menu item under "User Management" heading.

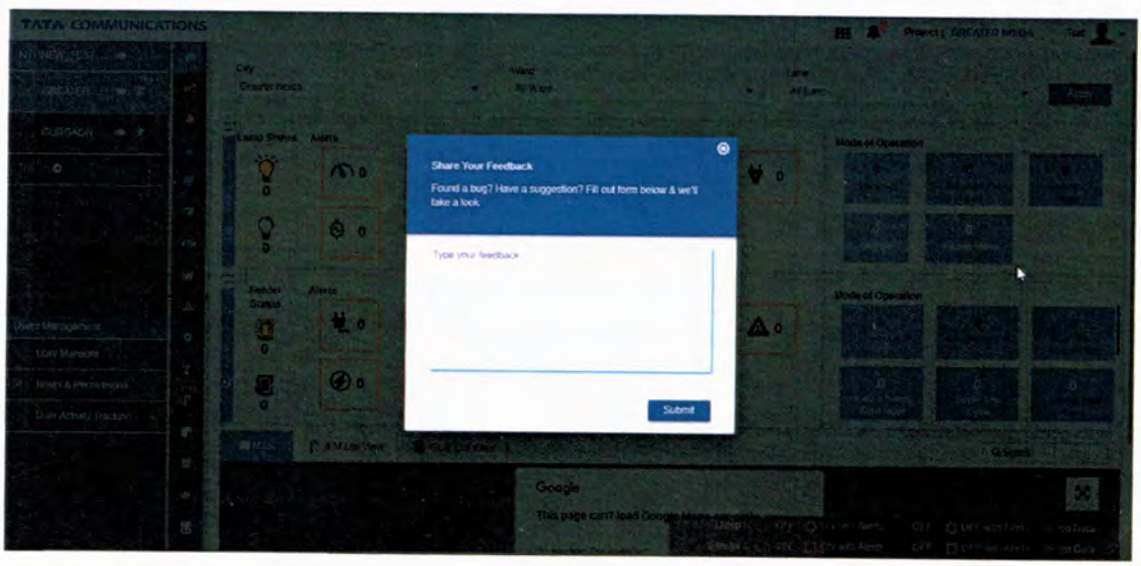


4.6 Reach Us

Users of the application (Project users), can share their feedback, concerns or queries by raising an incident. Once raised by users, super admin can see the raised incidents in the application.
Below are the steps to raise the incident by Customer Admin

a) Login into the application as a Customer Admin user (if not logged in)
b) Go To right top corner. Observe downwards arrow and on hover, menu list will be opened. Click on "Reach Us" item.





Type your feedback/concern and click on the submit button.

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2. Purpose

Purpose of this document is to cover the activities which Customer Admin users of the Customer should be performing in this application.

Below are the functionalities which Customer Admin should be doing in the application

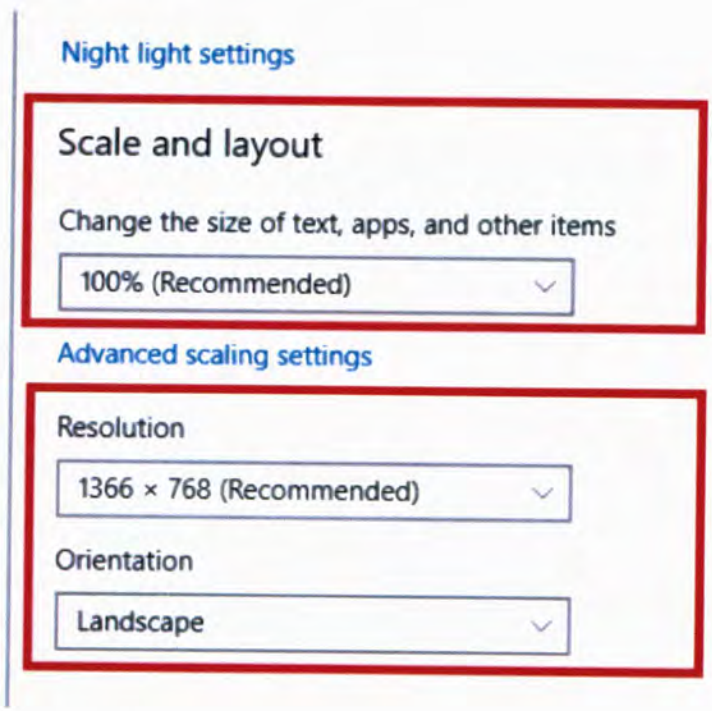
a) View Customer Configuration details
b) Customer Level User Managements
c) View Project Configuration
d) Roles & Permissions
e) User Activity Tracking
f) Reach Us

3. General Information

3.1 System Requirements

Browser Compatible
Google Chrome - Version 71.0.3578.98

Display Settings



4. Getting Started

4.1 Customer Configuration

Application will provide the functionality where user can manage the customer for which person is the customer admin.

4.1.1 View Customer

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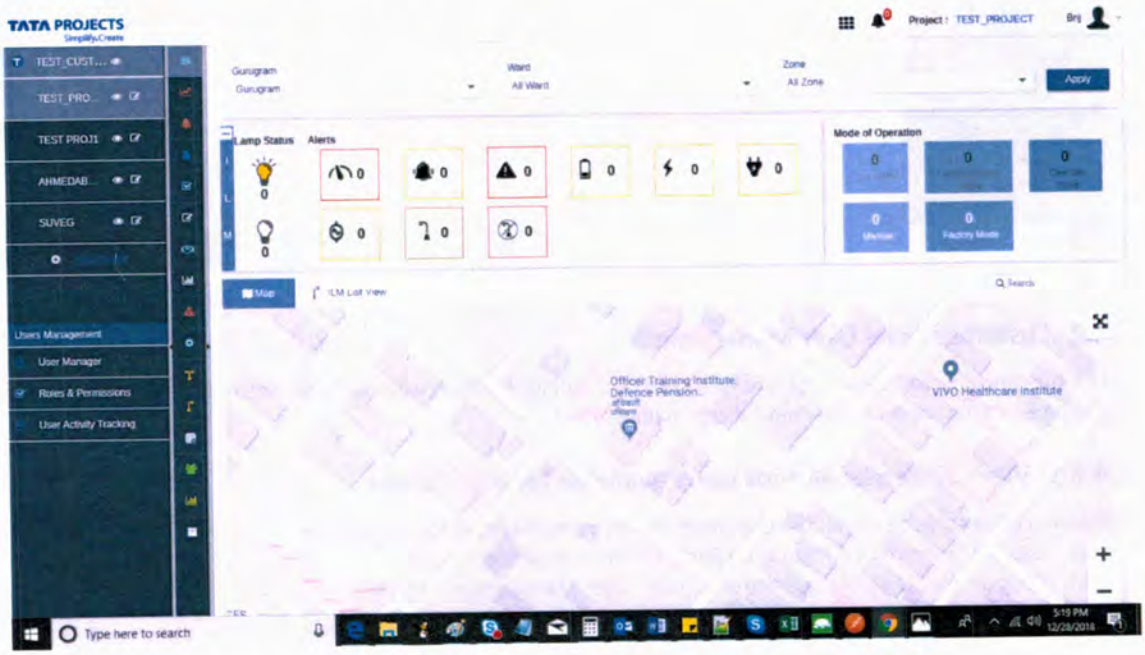
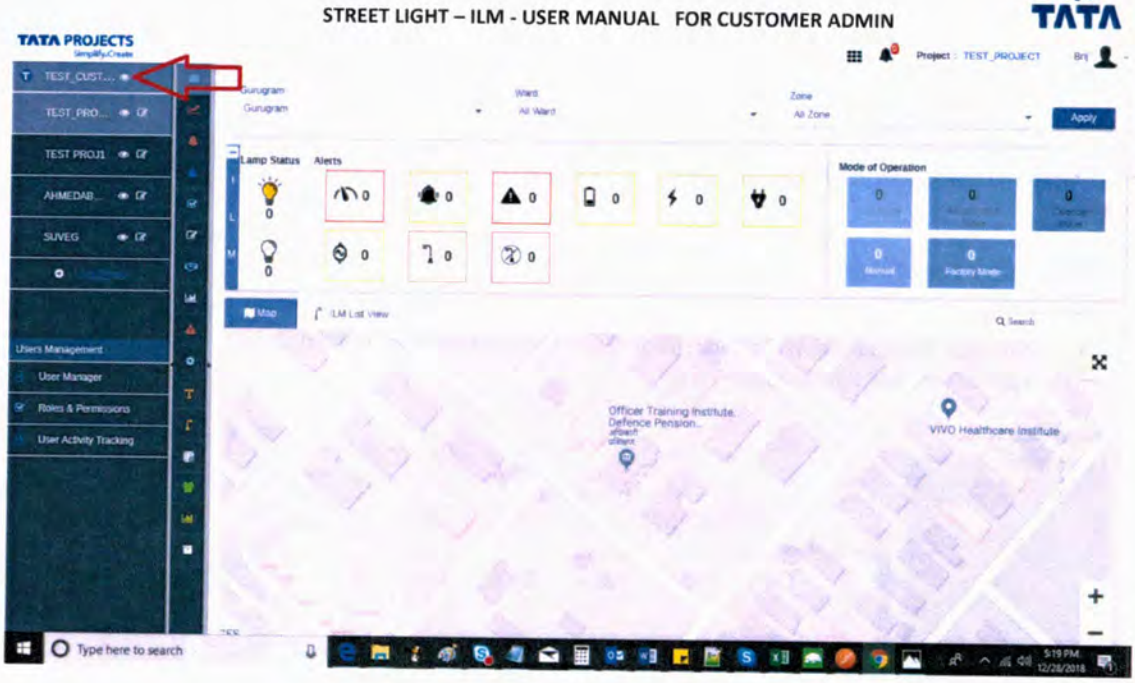
b) Expand Customer Configuration Panel



c) Click on the "View Customer" item in "Common Action" section of the Customer Panel



4.2 Customer Level User Management

This functionality will allow to create/edit customer admins for this customer. With the help of this module, other customer admin users can be created and managed.

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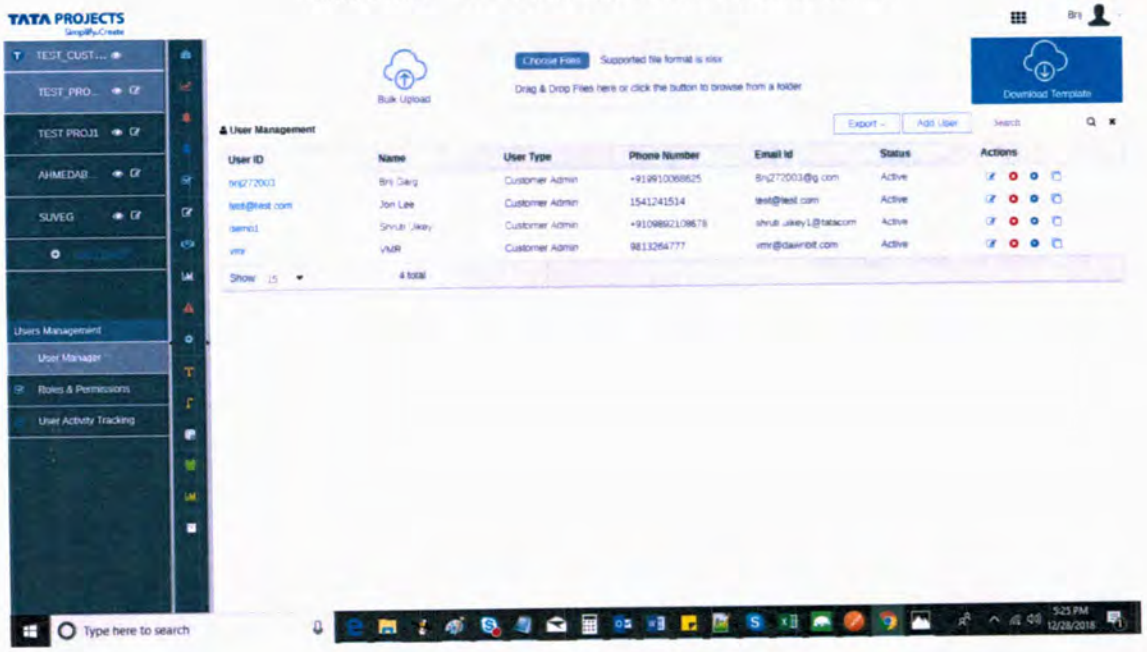
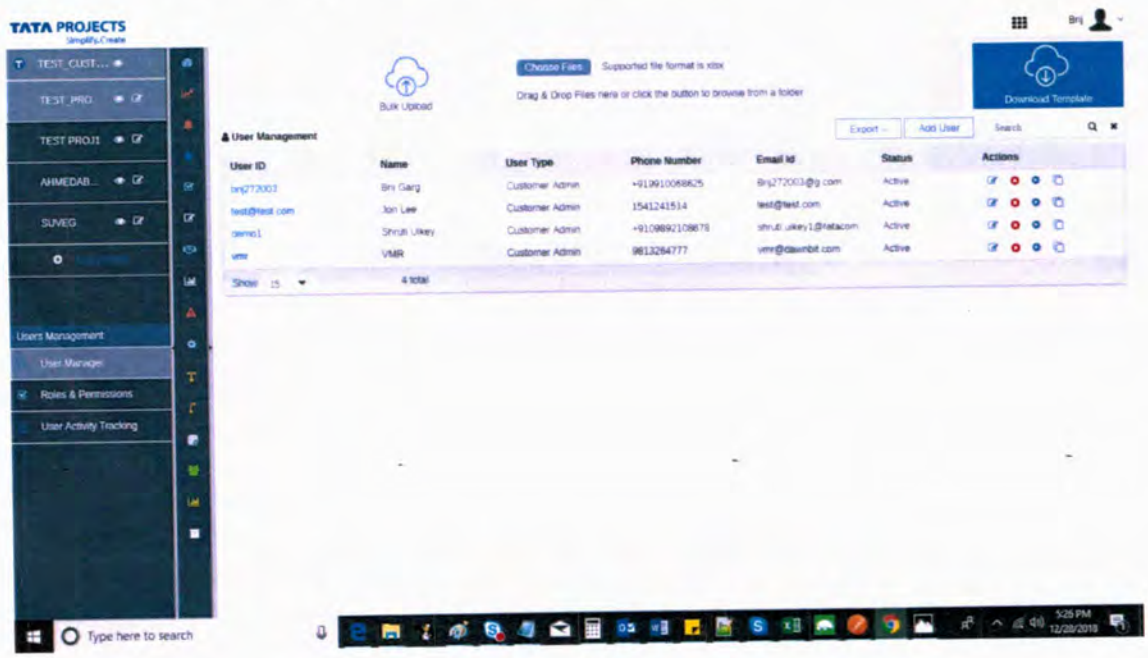


4.2.2 Add Customer Admin user for a Customer

Below are the steps to add Customer Admin user for a Customer

a) Expand Customer Configuration Panel (if not in expended mode)

b) Click on the "User Manager" item under "User Management" heading.



c) Click on the "Add User" button

Enter details of the Customer Admin User

I. User ID – Customer Admin User Id (Mandatory field)

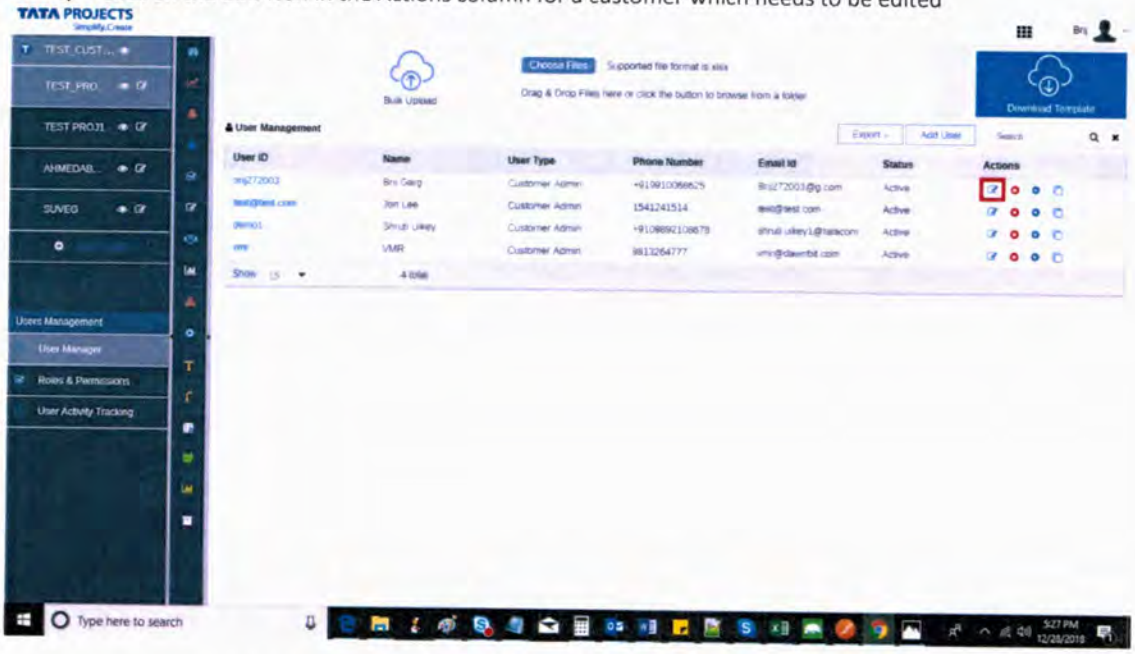
II. User Type (Customer Admin) (Mandatory field)
III. Roles – System level roles will be available by default (Mandatory field)
IV. First Name – first name of the customer admin (Mandatory field)
V. Last Name – last name of the customer admin
VI. Phone Number – contact number of the customer admin (Mandatory field)
VII. Email Id – email id of the customer admin (Mandatory field)
VIII. Password (Mandatory field)
IX. Confirm password (Mandatory field)

d) Click on "Save" button.

4.2.3 Edit Customer Admin user for a Customer

Below are the steps to edit Customer Admin user for a Customer

a) Expand Customer Configuration Panel (If not in expended mode)
b) Click on the "User Manager" item under "User Management" heading.
c) Click on the Edit icon in the Actions column for a customer which needs to be edited



d) Edit details and click on Save button.

Note:

1. User Id cannot be edited
2. User Type cannot be edited

4.3 Project Configuration

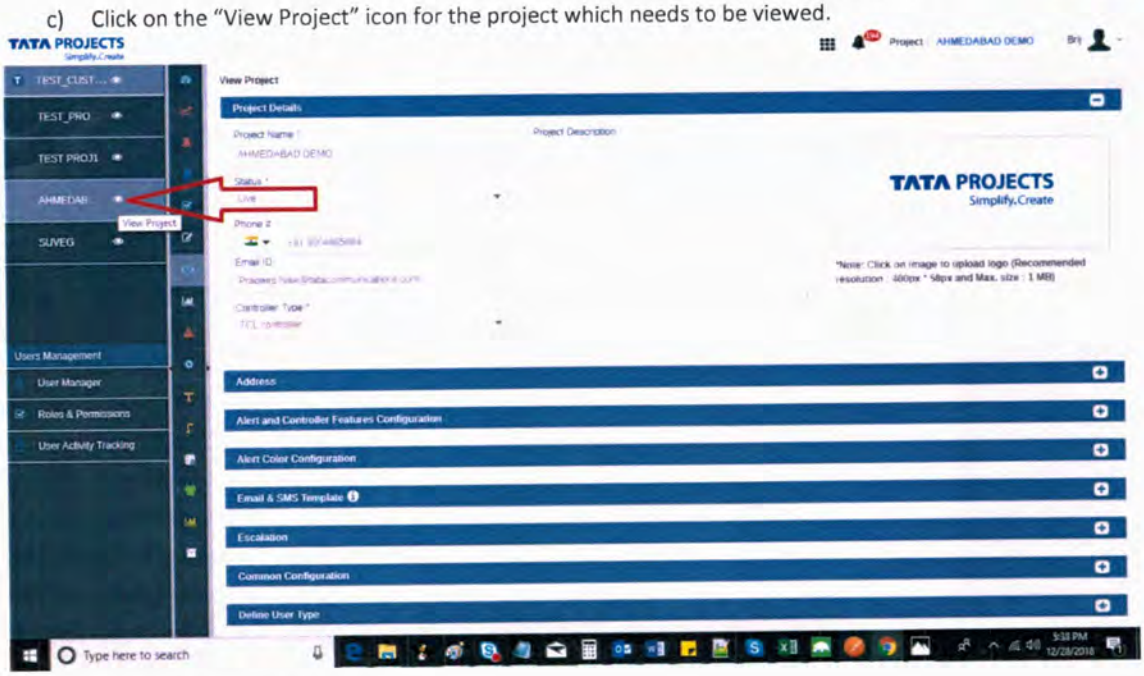
Application will provide the functionality to configure and manage projects for a customer.

4.3.1 View Project

Follow below steps to view project for a Customer

a) Login into the application as a Customer Admin if not logged in.
b) Expand the "Customer Configuration Panel" (if not in expended Mode)

c) Click on the "View Project" icon for the project which needs to be viewed.



d) Explore the project details.

4.4 Roles & Permissions

Each user in the application will be assigned a role and will be given desired access rights that is required for him/her to perform their designated action in the application.

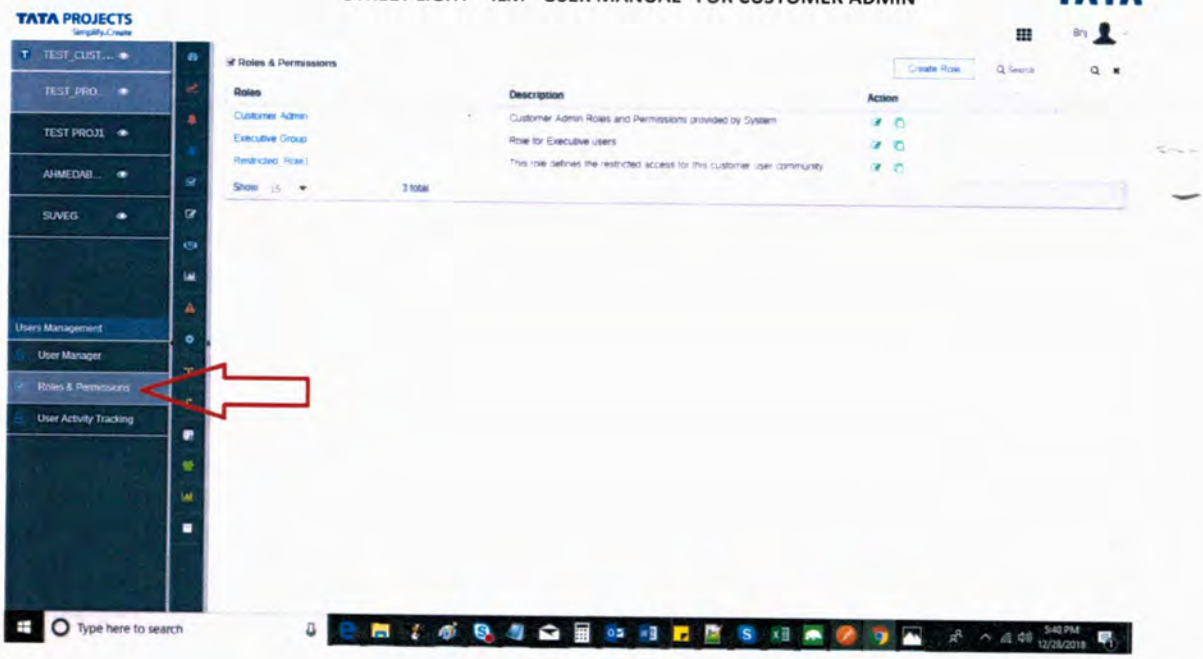
Application provides the functionality where Super Admin can create various kind of roles at the system level. These roles will be available for all the customers and projects of those customers.

Customer Admin user can also create their own set of roles and permissions. These set of roles and permissions will be applicable for this customer and projects of this customer only.

4.4.1 Add Role & Assign Permissions

Below are the steps to create a role and assign different permissions to that role

a) Login into the application as a Customer Admin if not logged in.
b) Expand the "Customer Configuration Panel" (if not in expended Mode)
c) Click on the "Roles & Permissions" menu item given under "User Management".



d) Click on "Create Role" button on the "Roles & Permissions" user interface.

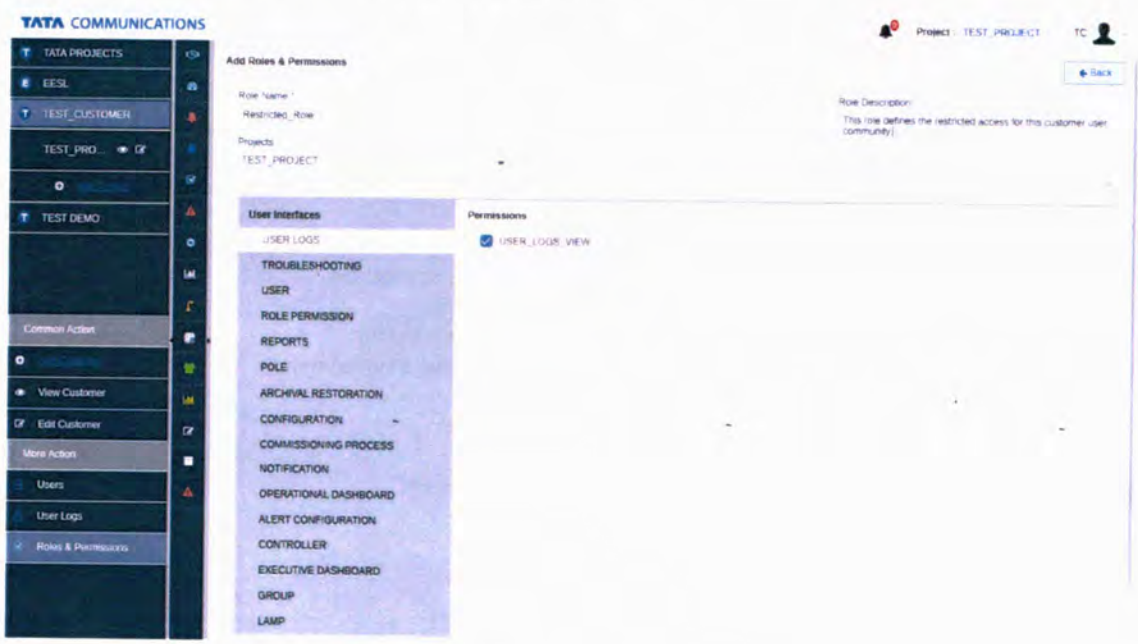
e) Enter following details

I. Role Name (Mandatory field)

II. Role Description

III. Select Projects where we want to assign this role.

IV. Select permissions for different modules.



f) Click on "Save" button to save this new role.

Note: -

I. Roles created at this customer level will be available for this customer only.

4.4.2 Edit Role & Assign Permissions

Below are the steps to edit a role and assign different permissions to that role

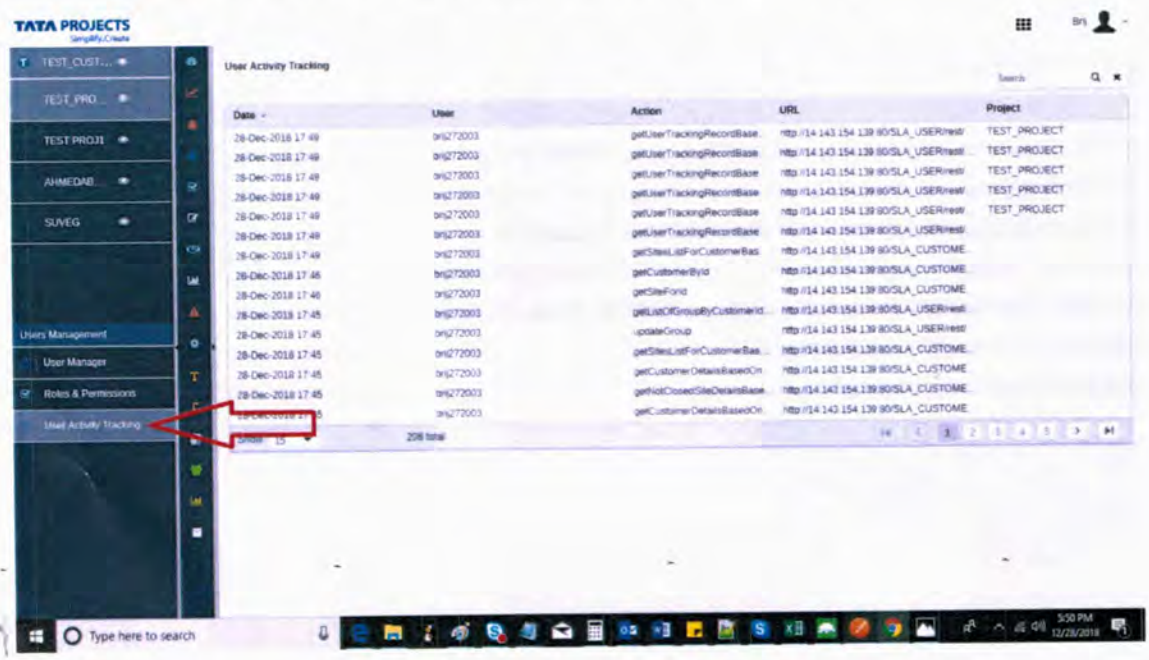
a) Login into the application as a Customer Admin if not logged in.
b) Expand the "Customer Configuration Panel" (if not in expended Mode).
c) Click on the "Roles & Permissions" menu item given under "User Management".
d) Click on the "Edit" action for the role which needs to be edited.
e) Edit details/ Change permissions.
f) Click on the Sav button.

Note:

- Permissions of the role can be changed even when role has already been assigned to users.
- Role Name cannot be edited.
- Roles created at the System level can not be edited at customer level. These roles can be assigned to different projects of this customer.

4.5 User Activity Tracking

This module will be used by customer admin to track the activity of other customer admin users.
Click on the "User Activity Tracking" menu item under "User Management" heading.

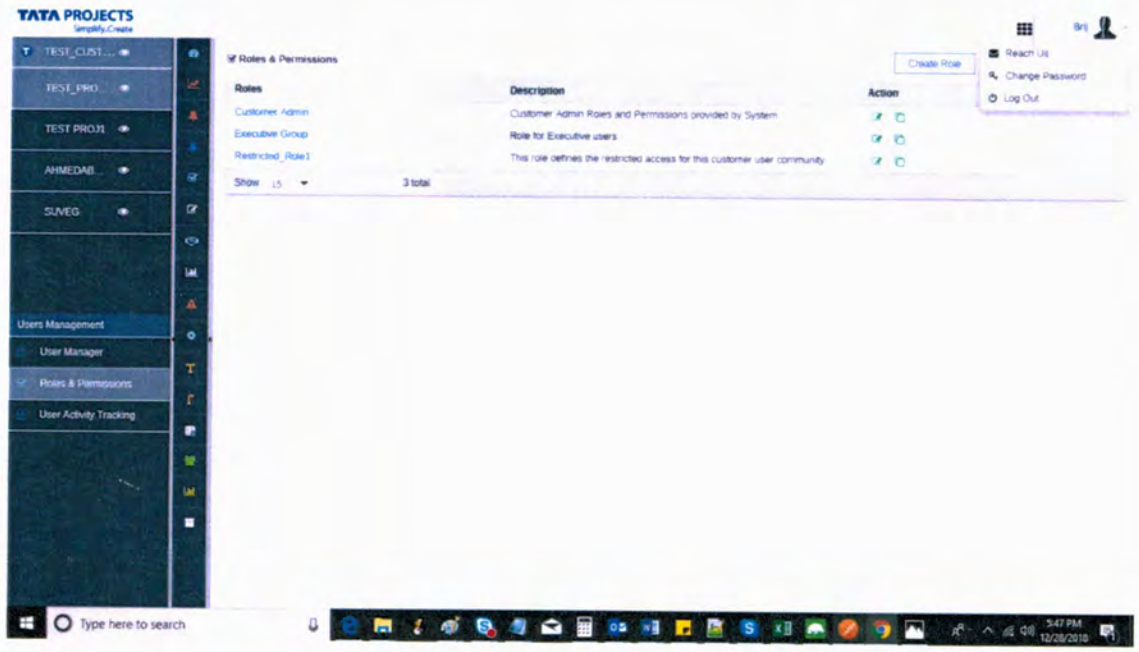


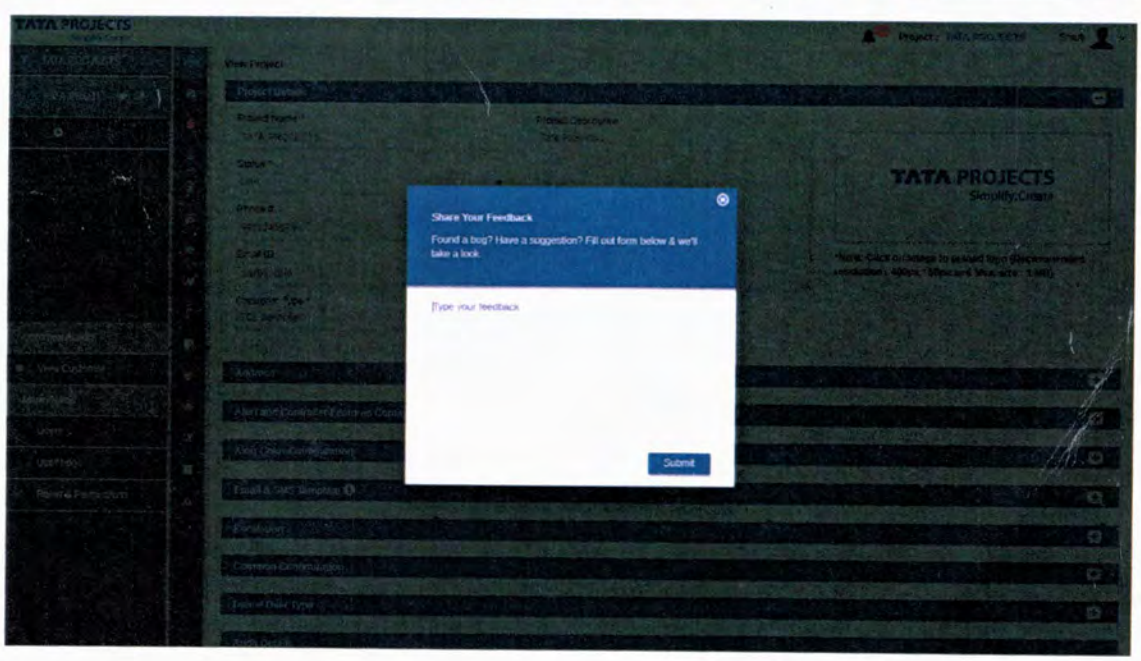
4.6 Reach Us

Users of the application (Customer users), can share their feedback, concerns or queries by raising an incident. Once raised by users, super admin can see the raised incidents in the application.

Below are the steps to raise the incident by Customer Admin

a) Login into the application as a Customer Admin user (if not logged in)
b) Go To right top corner. Observe downwards arrow and on hover, menu list will be opened. Click on "Reach Us" item.





Type your feedback/concern and click on the submit button.

प्र 2386

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/ ५७५ /२०२०
दिनांक २७ / ७ /२०२०

कार्यालयीन आदेश:

नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे या प्रकल्पाचे कार्यादेश मक्तेदार मे.टाटा प्रोजक्टस् ल्युमिनियर लि. यांना देण्यात आलेली आहे. मनपाच्या यापुर्वीच्या प्रस्तावामध्ये स्मार्ट लाईटींग प्रकल्पाची कमांड कंट्रोल रुम ही पंचवटी विभागीय कार्यालय येथे नियोजीत होती. मात्र पंचवटी विभागीय कार्यालय येथे स्मार्ट सिटी कंपनीची कमांड कंट्रोल रुमचे कामकाज सुरु आहे. त्याठीकाणी जागा उपलब्ध नसल्यामुळे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल रुमसाठी मनपा मुख्यालय, राजिव गांधी भवन येथे सुमारे ४०० ते ८०० स्क्वे.फुट जागा उपलब्ध करुन देणे आवश्यक आहे.

सद्यस्थितीत मनपा विद्युत विभागाचे कार्यालय राजीव गांधी भवन ३ रा मजला (दक्षीण-पुर्व भाग) येथे आहे. या भागातच मनपा मलनि:सारण विभाग(भु.ग.यो.) चे देखील कार्यालय आहे.

मनपाच्या विद्युत विभागातील दालन क्र.३३४ येथे विभाग प्रमुख/कार्यकारी अभियंता यांचे दालन आहे. दालन क्र.३३५ व ३३६ येथे विद्युत विभागातील उपअभियंता यांची दालने आहेत. त्यापैकी सद्यस्थितीत दालन क्र.३३५ हे ऑडीट विभाग (स्थानिक निधी लेखापरिक्षण) यांना तात्पुरत्या स्वरुपात दिलेले आहे. तर दालन क्र.३३१,३३२ व ३३३ ही दालने मलनि:सरण विभागाच्या उपअभियंता यांचे वापरात आहेत. तसेच दालन क्र.३३० हे सुध्दा मलनि:सरण विभागाचे शाखा अभियंता/उपअभियंता हे अंशकालीन वापर करतात. मात्र सदरचे दालन विद्युत विभागाच्या कार्यालया निकट असल्यामुळे त्या ठिकाणी स्मार्ट लाईटींग प्रकल्पाचे कमांड कंट्रोल सेंटर तयार करणे आवश्यक असल्याने मनपा मुख्यालयातील तिसरा मजला दालन क्र.३३० हे स्मार्ट लाईटींग प्रकल्पाच्या कमांड कंट्रोल सेंटर साठी, मे.टी.पी. ल्युमिनियर लि. यांना उपलब्ध करुन देणेस मान्यता देणेत येत आहे. सदर दालन सद्यस्थितीत वापरणारे अधिकारी/कर्मचारी यांनी त्याच मजल्यावरील इतर जागेत व्यवस्था करावी.

२७/७/२०२०

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत कार्यवाहीसाठी:
१) शहर अभियंता, सार्व.बांध. विभाग
२) अधिक्षक अभियंता सार्व. आरोग्य अभियांत्रिकी विभाग(मलनि:सरण)
३) अधिक्षक अभियंता विद्युत-यांत्रिकी विभाग

NMC/Pubh/Mhsecl/all/2020/236

नाशिक महानगरपालिका, नाशिक
जा.क्र.मनपा/साआअवि(मलनि:)/382/२०२०
दिनांक-७/८/२०२०

प्रति,

अधिक्षक अभियंता (विद्युत/यांत्रिकी)
नाशिक महानगरपालिका, नाशिक

विषय:- स्मार्ट लाईटींग प्रकल्पासाठी कमांड कंट्रोल सेंटर (OCC) स्थापीत करणे साठी मलनि:सारण विभागाचे दालन क्र.३३० उपलब्ध् करुन देणे बाबत.

संदर्भ:- १) मा. आयुक्त् सो. यांचे कार्यालयीन आदेश जा.क्र.मनपा/५७५/२०२० दि.२७/७/२०२०
२) आपलेकडील पत्र जा.क्र.मनपा/विद्युत/ वशि/५९१ दि.४/८/२०२०

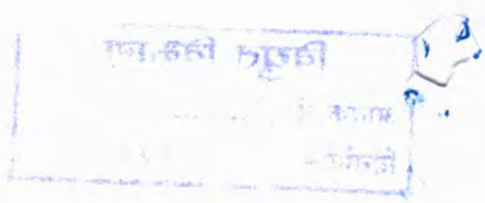
उपरोक्त् विषयान्वये व संदर्भाधिन आदेशान्वये मनपाच्या स्मार्ट लाईटींग प्रकल्पासाठी कमांड कंट्रोल सेंटरसाठीची आवश्यक् जागा पंचवटी विभागीय कार्यालया ऐवजी मनपा मुख्यालय, राजीव गांध भवन येथील मलनि:सारण विभागाचे अखत्यारीत असलेल्या तिसरा मजला दालन क्र.३३० हे आज दिनांक ७/८/२०२० रोजी उपलब्ध् करुन देणेत आलेले आहे.

७/८/२०२०
अधिक्षक अभियंता
सार्व.आरोग्य् अभि (मलनि:)
नाशिक महानगरपालिका, नाशिक

प्रत माहितीस्त्व :-

१) मा. आयुक्त् सो. नाशिक मनपा
२) शहर अभियंता, सार्व.बांध.मनपा.नाशिक
३) उप आयुक्त् (मिळकत) नाशिक मनपा.

विद्युत विभाग
आवक नं. ५४८
दिनांक-१०/८/२०२०



TP LUMINAIRE

TPLLL-NMC-SC/08-121 **Date: 04/09/2020**

To,
The Superintendent Engineer (E & M)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Kind Attention: Shri S. M. Chavanke

Subject: Regarding Grant of Extension of time.

Ref:
1. Work order issued to TPLLL dated 20.08.2019
2. Contract signed between NMC and TPLLL dated 20.08.2019
3. TPLLL's Letter no. 101 dated 27.05.2020
4. TPLLL's Letter no. 102 dated 30.05.2020
5. TPLLL's Letter no. 91 dated 19.03.2020
6. TPLLL's Letter no. 105 dated 06.07.2020
7. TPLLL's Letter no. 120 dated 20.08.2020

Dear Sir,

With reference to our earlier communications and the meeting held with your good office on 20 August 2020, we appreciate your support and guidance for the completion of the installation phase of the project. In this regards, we revisit and expand on our discussion relating to the grant of Interim Extension of Time (EOT).

We have apprised you regarding the various constraints/issues on the project, which have caused significant delays. We request your understanding that the delay due to outbreak of Covid-19 pandemic were unforeseen and beyond our control. Also, the continuing effects of Covid-19 may further amplify the impact caused on the project.

Further, we had furnished a brief summary of the major delay events along with the revised project schedule for your kind consideration. Accordingly, we have applied for an interim EOT as per Cl. 7.4 of Concession Agreement and subsequently, the corresponding overall concession period for O&M services and energy savings can be further extended.

We once again request you to grant an interim EOT up to 30 November 2020. We reserve our right to add, amend, modify, alter, substitute or restructure the above submissions in the near future, once the entire situation subsides and day to day life is restored.

विद्युत विभाग
आवक नं. 0842
दिनांक - 07/9/2020

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

Thanking you and assuring you of our best services all the time.

For TP Luminaire Pvt Ltd

Yours Faithfully,

Rajendra Inani
Business Head – Smart Cities

CC:

i. Honorable Municipal Commissioner- Nasik Municipal Corporation
ii. Executive Engineer- Electrical- Nasik Municipal Corporation

Encl:

i. TPLLL's Letter no. 120 for Request for EOT dt. 20th Aug-20
ii. Revised Project Schedule

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com



TP LUMINAIRE

TPLL-NMC-SC/08-120

Date: **20/08/2020**

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002
Subject: Regarding Grant of Extension of time.

Ref:
1. Work order issued to TPLL dated 20.08.2019
2. Contract signed between NMC and TPLL dated 20.08.2019
3. TPLL's Letter no. 101 dated 27.05.2020
4. TPLL's Letter no. 102 dated 30.05.2020
5. TPLL's Letter no. 91 dated 19.03.2020
6. TPLL's Letter no. 105 dated 06.07.2020

Dear Sir,

This is in continuation to the aforesaid letters and today's meeting wherein we have communicated that there have been various constraints/issues on the project, which have caused significant delays and are beyond our control. In this regards, we hereunder apply for an interim extension of time (EOT) in accordance with Cl. 7.4 of Concession Agreement and provide a brief summary of revised project schedule as **Annexure -1**. Keeping into consideration the best interests of the project, we have commenced the works to the extent possible.

Accordingly, we once again request you to grant an interim EOT as per the revised schedule for the completion of the installation phase of the project. Subsequently, based on the future course of events and the corresponding overall concession period for O&M services and energy savings can be further extended.

We reserve our right to add, amend, modify, alter, substitute or restructure the above submissions in the near future. We once again solicit your support to grant us the interim extension of time.

Thanking you and assuring you of our best services all the time.

For TP Luminarie Pvt Ltd

CC: PMC (Nashik Street Light Project)

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Muthoni Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

Annexure -1

Nasik Smart City Street light Project Zero Date: LOI Date, 16/9/2019

Survey, Infra Improvement, Installation & Commissioning of LED Lights,CCMS ECB,PAS & ES, Control & Command Centre Setup

S. No.	Division	Tasks	CCMS Qty As per Survey	SE & Fixture Qty as per survey	Completed Qty	Pending Qty	Start Date	End Date	Revised Date for 80% completion	Revised End Date 100% compliation	Current Status	Task Owner	Days
		Project work for Replacement of Light(400w/250w/150w/110w/70w/60w/T-5) & CCMS Panel	1535	86,770			23-Sep-19	20-May-20	15-Oct-20	30-Nov-20			434
1	Division-Nashik East, Nashik West, New Nashik,Nashik Road,Panchvati,Satpur	Resource Mobilization at NMC Site by TATA PROJECTS LIMITED					23-Sep-19	7-Oct-19		21-Oct-19	Completed		28
2		Safety training to resources					23-Sep-19	7-Oct-19		21-Oct-19	Completed		28
3		Survey of blank pole & report submission to NMC for asset deficiency upgradation if required		5680	5680	0	30-Sep-19	7-Oct-19		7-Oct-19	Completed		7
4		Infra improvement of blank poles if required to be done by NMC		5680	5680	0	7-Oct-19	21-Oct-19		4-Nov-19	Completed		28
5		Factory inspection call, testing, approval by NMC before dispatch		5680	5680	0	10-Oct-19	18-Oct-19		10-Oct-19	Completed		

TP Luminaire Pvt. Ltd. Nashik Project

6	Dispatch of luminaires		5680	5680	0	[illegible]		[illegible]	Complet ed		7
7	Delivery of Luminaires		5680	5680	0	[illegible]		[illegible]	Complet ed		7
8	Installation on blank poles with New LED Luminaries		5680	5680	0	[illegible]		[illegible]	Complet ed		28
9	Survey of balance qty of fixtures		81090	81090	0	[illegible]		[illegible]	Complet ed		77
10	Submission of weekly asset deficiency report along with back up Survey Report to NMC		81090	81090	0	[illegible]		[illegible]	Complet ed		105
11	Verification of the survey reports & infra improvement in line with survey findings by NMC		81090	39202	41888	14-Oct-19	30-Dec-19	15-Sep-20	30-Aug-20	WIP	NMC	321
12	Verification by TPL on infra improvement/Earthing in place by NMC		81090	39202	41888	21-Oct-19	31-Mar-20	20-Sep-20	15-Sep-20	WIP	TPL	330
13	Redesigning, load balancing of switching points by NMC/MSEDCL as per survey findings	1535		0	1535	2-Dec-19	6-Jan-20	30-Sep-20	30-Jul-20	Not Yet Started	NMC	241
14	Separation of any other connected load other than NMC Specific Streetlight or High mast load from the network	1535		0	1535	2-Dec-19	6-Jan-20	15-Oct-20	30-Jul-20	Not Yet Started	NMC	241

4-2809

15	Number Marking of poles and CCMS panels		77308	0	77308	28-Oct-19	26-Jan-20	15-Nov-20	30-Sep-20	Not Yet Started	TPL	338
16	Submission of Bajaj data sheets/test report/panel diagrams to NMC					30-Sep-19	7-Oct-19		7-Oct-19	Completed		7
17	submission of BEL design architecture including details on comm network & cloud platform					30-Sep-19	14-Oct-19		14-Oct-19	Completed		14
18	Factory inspection call, testing, approval from NMC for pending luminaires & CCMS	1535	81090	78590	2500	15-Nov-19	15-Nov-19	31-Aug-20	30-Jul-20	WIP	TPL/NMC	258
19	Illumination Design Approval		86770	34459	52311			31-Aug-20	15-Jun-20	WIP	NMC	
20	Dispatch of luminaires		81090	42066	39024	16-Nov-19	6-Apr-20	15-Sep-20	30-Aug-20	WIP	TPL/BEL	288
21	Replacement of Existing Conventional Luminaries with New LED Luminaries		86770	57534	29236	16-Nov-19	30-Apr-20	15-Oct-20	30-Nov-20	WIP	TPL	380
22	Delivery of CCMS Panels	1535		280	1255	6-Jan-20	31-Mar-20	30-Sep-20	15-Aug-20	WIP	TPL/BEL/TCL	222
23	Installation of new CCMS Panels	1535		280	1255	8-Jan-20	30-Apr-20	15-Nov-20	30-Nov-20	Not Yet Started	TPL	327
24	Commissioning of CCMS panels	1535		280	1255	8-Jan-20	30-Apr-20	20-Nov-20	30-Nov-20	Not Yet Started	TPL/TCL	

TP Luminaire Pvt Ltd

T-2503

25	Providing space for command & control centre by NMC					25-Nov-19	16-Dec-19		15-Dec-19	Completed		21
26	Setting up command & control centre & 24*7 centralised help desk by TPL					25-Nov-19	16-Dec-19	20-Sep-20	15-Jul-20	Permission required from NMC to start the work.	TPL	233
27	Setting up of cloud based CSLMS					25-Nov-19	16-Dec-19		30-Sep-20	Completed	TPL/TCL	310
28	Signing off of Joint Measurement Sheet by TPL/NMC/TPEA					10-Dec-19	18-May-20	30-Nov-20	30-Nov-20	Pending	NMC	356
29	Location Finalization of Smart Elements, EAS, PAS & ES		20	0	20	1-Jun-20		31-Aug-20	30-Jun-20	Pending	NMC	29
30	Survey of finalized location & Drawing approval		20	0	20	30-Jun-20		15-Sep-20	15-Jul-20	Pending	TPL & NMC	15
31	TDS approval from NMC for ECB,PAS & ES		20	0	20	15-Jul-20		15-Sep-20	30-Jul-20	Pending	TPL & NMC	15
32	Dispatch of ECB, PAS & ES		20	0	20	30-Jul-20		30-Nov-20	30-Nov-20	Pending	TPL	28

TP Luminaire Pvt. Ltd.

33	Installation of ECB, PAS & ES		20	0	20	30-Aug-20		15-Dec-20	15-Dec-20	Pending	TPL	107
34	Commissioning of ECB, PAS & ES		20	0	20	30-Aug-20		15-Dec-20	15-Dec-20	Pending	TPL	107
35	Go Live smart Element					23-Sep-19		15-Dec-20	15-Dec-20	Pending	TPL	44

TP Luminaire Pvt. Ltd. * Nashik Project *

TP LUMINAIRE

TPLLL-NMC-SC/08-124 Date:11/09/2020

TO,

The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Summation of original extended Bank guarantee.

Ref: 1. Work order issued to TPLLL dated 20.08.2019
2. Contract signed between NMC and TPLLL dated 20.08.2019

Dear Sir,

We hereby submitting original copy of extended bank guarantee (no-1303919BG0000165) of amount 8,25,00000.00 (Rupees Eight Crore Twenty-Five Lakh Only). The bank guarantee shall valid unto 31.03.2021

Sr.No	Details	
1	ORIGINAL GUARANTEE NUMBER	1303919BG0000165
2	AMOUNT OF GUARANTEE	82500000.00
3	GUARANTEE COVER FROM	29.03.2020 – 26.06.2020
4	LAST DATE OF LODGEMENT CLAIM	25.06.2021
5	APPLICANT	TATA PROJECTS LIMITED

All other terms and condition as appearing in the original bank guarantee shall apply to this extended guarantee and shall be read with the original guarantee for SBI.

Thanking you and assuring you of our best services all the time.

For TP Luminaire Pvt Ltd

Ashikkumar

CC: PMC (Nashik Street Light)

Enclosure - Original Bank Guarantee

विद्युत विभाग
आवक नं. ...९६४
दिनांक - ११ / ९ / २०२०

श्री मोकले
smart lighting file
11/9/20

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

ANDRAG KUMAR
S V L NO 25/99 RL.NO. ....
3-6-151 G S TOWER
HIMAYAT NAGAR
HYDERABAD - 29
AP-23/GSO/KL(PB)/16/2005

भारत INDIA

65678 101350 JUL 02 2020 10:43
Rs.0000200 PB5431
NON-JUDICIAL STAMP DUTY TELANGANA

17 AUG 2020

BG No : 1303919BG0000165
Dtd: 29.03.2019

To,
Nashik Municipal Corporation,
Electrical Engineering Department,
3rd Floor, Rajiv Gandhi Bhawan,
Sharanpur Road, Nashik, Maharashtra 422002

Sub: Amendment of bank Guarantee No. 1303919BG0000165 dt.29.03.2019 for Rs 8,25,00,000/-favouring yourselves valid till 25.06.2020 (hereinafter called the Original Guarantee).

At the request of our client M/s.Tata Projects Limited, Mithona Towers -1, 1-7-80 to 87, Opp. Wesley Co-ed Jr. College, Prenderghast Road, Secunderabad – 500 003, We State Bank of India, Commercial Clients Group Branch, ,Door No 8-2-684/2/A, Anand Banjara Colony, Road No-12, Banjara Hills, Hyderabad-500 034,dohereby extend the validity period from 25.06.2020 to 31.03.2021. Except as provided above all other terms and conditions as appearing in the Original Guarantee shall remain unaltered and binding. Please treat this as an integral part of the Original Guarantee to which it would be attached.

Notwithstanding anything contained herein or in the original / renewed guarantee, as originally issued / renewed earlier:

i) Our liability under this Guarantee is restricted to Rs. 8,25,00,000/- (Rupees Eight Crore Twenty Five Lakh Only).

ii) This Bank Guarantee shall be valid upto 31.03.2021 (being the date of expiry of the guarantee).

iii) The Beneficiary's right as well the bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before 31.03.2022 (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause ii above)

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
उप प्रबंधक (व्या.वि.) / Dy. Manager (TF)
वाणिज्यिक ग्राहक समूह शाखा 13039, हैद.
Commercial Clients Group Br. 13039 Hyd.
A. JAYANTI
Deputy Manager
SS. No.J-3478
SBI, CCG Br.-13039, Hyd.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
प्रबंधक (व्या.वि.) / Manager (TF)
वाणिज्यिक ग्राहक समूह शाखा 1303 , हैद.
Commercial Clients Group Br. 13039 Hyd.
K. VIJAY KRISHNA
SS No. 11242
Manager
SBI, CCG Br.-13039, Hyd.

T 2899

SWIFT

Main Reference NO:	1303919BG0000165	**Transaction Reference NO:**	1
Unit Code:	13039	**Operator:**	8293988
Module Name:	BGIF	**Function Name:**	Inland_Amendment_BG
Transaction Date:	17-08-2020	**Transaction Time:**	14:07:16
Event Time:	2		

MT767COV **ackFlag :** **notifyFlag :**

B1: **Outgoing SWIFT Header 1**

F01SBIN001303950000000000

B2: **Receiver's BIC Code**

I767SBIN0010479N

7020: **Transaction reference Number (Issuing Bank Guarantee Amendment Number)**

1303919BG0000165

7021: **Related Reference (Original Bank Guarantee Number)**

1303919BG0000165

7055: **Further Identification**

ISSUE

7056: **Amendment Date**

20200817

7057: **Number of Amendment**

1

7058: **Date of Issue or Request to Issue**

20190329

7059: **Amendment Details**

WE HEREBY ADVISE YOU OF AMENDMENTS MADE TO THE REFERENCED GUARANTEE :
EXPIRY DATE CHANGED TO:31-03-2021
DATE OF CLAIM HAS CHANGED TO: 31-03-2022

7037: **Sender to Receiver Information**

HY 5336912

7031: **Issuing Branch IFSC**

SBIN0013039

7032: **Issuing branch name and address**

STATE BANK OF INDIA
SBI,DOOR NO.8
HYDERABAD
IN

7033: **Name of applicant and his details**

TATA PROJECTS LIMITED
MITHONA TOWERS-1,1-7-80 TO 87

A. JAYANTI
Deputy Manager
SS. No.J-3478
SBI, CCG Br.-13039, Hyd.

K. VIJAY KRISHNA
SS No. 11242
Manager
SBI, CCG Br.-13039, Hyd.

42093

PRENDERGHAST ROAD
SECUNDERABAD 500003 INDIA

7034: Name of Beneficiary and his details

NASHIK MUNICIPAL CORPORATION,
3RD FLOOR, RAJIV GANDHI BHAWAN,
SHARANPUR ROAD, NASHIK MAHARASHTRA
422002

7035: Beneficiary IFSC

SBIN0010479

7036: Beneficiary branch name and address

STATE BANK OF INDIA
NASIK MAHANAGAR PALIKA BR.
RAJIV GANDHI BHAWAN, SHARANPUR
NASIK

7040: Stamp Duty Electronically Paid (Y/N)

N

7044: State Code

36

7046: Date of Payment

20200817

7047: Place of Payment

COMMERCIAL CLIENT GROUP BRANCH

7048: e-Bank Guarantee to be held in Demat Form (Y/N)

N

20Z: Transaction Reference Number

NON-REGULAR

A. JAYANTI
Deputy Manager
SS. No.J-3478
SBI, CCG Br.-13039, Hyd.

K. VIJAY KRISHNA
SS No. 11242
Manager
SBI, CCG Br.-13039, Hyd.

42794

STATE BANK OF INDIA
COMMERCIAL CLIENT
GROUP BRANCH
SBI,DOOR NO.8
HYDERABAD

Tel No. : 040-23421423,040-2342
Fax No. : 040-23421408
SWIFT No. : SBININBB659
PIN Code : 500034

17-08-2020

To,
NASHIK MUNICIPAL CORPORATION,
3RD FLOOR, RAJIV GANDHI BHAWAN, SHARANPUR ROAD, NASHIK MAHARASHTRA 422002

DEAR SIRs,

ORIGINAL GUARANTEE NUMBER	:	1303919BG0000165
AMOUNT OF GUARANTEE	:	82,500,000.00
GUARANTEE COVER FROM	:	29-03-2019 to 25-06-2020
LAST DATE OF LODGEMENT CLAIM	:	25-06-2021
APPLICANT	:	TATA PROJECTS LIMITED

1. We hereby inform you that at the request of the above applicant, the captioned Guarantee No. 1303919BG0000165 issued by us on 29-03-2019 and renewed till 25-06-2020 for an amount of INR 82,500,000.00 has now been extended for further period upto 31-03-2021 for an amount of INR 82,500,000.00

2. The last date for the receipt of claims under this extended guarantee will be 31-03-2022

3. All other terms and conditions as appearing in the Original Guarantee shall apply to this Extension guarantee and shall be read with the Original guarantee for STATE BANK OF INDIA

AUTHORISED SIGNATORY

A. JAYANTI
Deputy Manager
S.S. No.J-3478
CCG Br.-13039, Hyd.

AUTHORISED SIGNATORY

K. VIJAY KRISHNA
SS No. 11242
Manager
SBI, CCG Br.-13039, Hyd.

PLEASE CONTACT BRANCH FOR eTradeSBI FACILITY-INTERNET ACCESS TO TRADE FINANCE

2020 2:07 PM

UI

TP LUMINAIRE

TPLLL-NMC-SC/08-123 Date:09/09/2020

TO,

The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Action taken against the agenda discussed during the meeting

Ref: 1. Work order issued to TPLLL dated 20.08.2019
2. Contract signed between NMC and TPLLL dated 20.08.2019
4. Email dated 09.09.2020

Dear Sir,

This is in continuation to the aforesaid letters minutes of meeting dated 20th Aug 2020 at NMC HO (Rajeev Gandhi Bhavan at commissioner office) & E mail received from you dated 09/09/20. Herby We are submitting the action taken against the discussed agenda to complete the project earliest

Sr. No.	Agenda	Description	Owner	Status
1	Command & Control Center	Video Wall with at least 4 LED screens of 55 inches to be incorporated in the CCC	TPLL	It is LED wall with 4 LED Screen will be provided at CCC.
		Issuance of permission letter to TPL by Authority for starting the work of CCC at room no. 330, 3rd Floor, RGB, Nashik	NMC	Letter issued by NMC /Work started.
2	Installation Work	To be expedited at the earliest by TPLL	TPLL	Work is under progress. Already completed Installation 74 %of surveyed locations.
		TPLL to submit project plan for completion of all activities along with the procurement plan for remaining work items.	TPLL	Submitted vide Letter No. TPLL-NMC-SC/08-120/121 with the revised project completion schedule.

विद्युत विभाग
आवक नं. ६६२
दिनांक-११/९/२०२०

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - I, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

MOM file + smart lighting

TP LUMINAIRE

		TPLL to make sure that rectification work with respect to LED fixtures is completed at the earliest and without hampering ongoing installation work. TPLL to take necessary measures in this regard.	TPLL	
3	Escrow account opening	Reply is pending with Union Bank of India. TPLL to take follow up with the bank and appraise the authority.	TPLL+NMC	We already submitted Our Board of resolution, Escro agreement with UBI bank as recommended by NMC, in this regard board of resolution is accepted by UBI. We are requesting NMC and PMC to take the necessary action to final the Escro agreement at the earliest .
4	Extension to project deadline till 30th Nov 2020 to be given to TPLL Provided	TPLL to submit the date wise plan with respect to completion of all activates.	TPLL	Submitted vide Letter No. TPLL-NMC-SC/08-120/121
		TPLL to submit documents regarding PBG extension.	TPLL	Submitted
5	Buy Back	A communication issued to TPLL on 28th Jan 2020 for buyback of old fixtures. TPLL to address this at the earliest and do the needful.	TPLL	Under Progress
6	Smart Element	Locations of the smart elements to be shared with TPLL from NMC.	NMC	Not received so far.
7	Workmanship issues	Issues regarding workmanship have been brought to the notice of TPLL, TPLL to address this at the earliest and submit the reports regarding the same with NMC. If Required, Scope of work of the sub-vender of the TPLL shall be revised to meet the timelines of the projects.	TPLL	We have already taken corrective action in this regard and closely monitoring the workmanship of our vendors. We have also planned preventive maintenance/re-work at sites wherever poor workmanship observed but NMC to take action on deficiency rectification. As of now approx. 18k LED

TP LUMINAIRE

				installed at places wherever deficiency yet to be rectified. NMC also need to clear reported deficiencies on priority for betterment of Performance & Reduce Maintenance Call.
8	Smart Element	Locations for Smart elements to be given by NMC to TPLL with covering power & Network Connectivity at location	NMC	Not yet Provided by NMC ,TPL will only responsible for Physical Installation.

Thanking you and assuring you of our best services all the time.

For TP Luminaire Limited

CC: PMC (Nashik Street Light)

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

☎ P.B.X. : 2575631, 2575632, 2577952, 2577921, 2577923
2571479, 2571872 • Fax : (0253) : 2577936, 2315704

No./NMC/ Ele/ 713 /2020
Date :- 15/09/2020

To,
Project Manager
TPLL.

Sub : Grant of Extension of time.

Ref : 1. Review meeting of the project dt. 20.8.2020 at Chamber of Hon.Commissioner, NMC,Nashik
2. Review meeting of the project dt. 10.9.2020 at office of Hon. Superintendent Engineer, Elect-Mech,NMC,Nashik

With reference to the above mentioned subject and request letters TPLL-NMC-SC/08-120, dt. 20.8.2020 & TPLL-NMC-SC/08-21 dt. 4/9/2020 submitted by the TPLL, TPLL has submitted revised project schedule and committed Go Live of the project by 30th November 2020.

It is to be noted that your application for Extension of Time by invoking clause 7.4 of the Concession Agreement is not acceptable. The concessionaire (TPLL) was informed to carry on ongoing work and authority did provided all necessary support with respect to access and permissions regarding the same especially during the Covid 19 Lock down period. Despite that, the concessionaire has communicated that it had suspended all its work activity during the Covid 19 Lockdown. This decision of TPLL was unilateral and no prior discussions were held with the authority. In addition to this, your request to invoke the clause 7.4 regarding FORCE MAJURE has already been rejected by the authority citing the appropriate reasons.

According to contract executed between NMC and concessionaire, all installation work should have been completed within 9.5 months from the date of issuance of work order i.e. 20th Aug'2019. The Concessionaire had been timely reminded to mobilize sufficient manpower and ensure regular monitoring in order to complete the work on time. In fact, 2 show cause notices were issued owing to persistent delay from concessionaire's end. Nevertheless, owing to situation arisen due to Covid 19 global pandemic and the disturbances in manufacturing cycle, transport networks and supply chain; NMC is of the opinion that an extension of time can be granted to concessionaire for completion of remaining activities at the latest by 30th Nov 2020. However, this needs to be treated as one time extension considering the disruption due to Covid 19 and not as an interim extension. In case if the work is not completed by 30th November 2020; NMC reserves the right to take appropriate action in accordance with contract and/or RfP conditions. Time is essence and inordinate delay is inimical to public interest.

Regards,

Executive Engineer (Ele.)
Nashik Municipal Corporation,

7824

No./NMC/ Ele/ 713 /2020
Date :- 15/09/2020

To,
Project Manager
TPLL.

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Regards,

14/9/2020
Executive Engineer (Ele.)
Nashik Municipal Corporation.

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Outward no. 390/20
Date: 05/05/2020.

To,
Mr. Ashok Kumar
Project Manager
TP Luminaire Private Limited
One Boulevard Street, 3rd Floor, Lake Boulevard Road
Powai, Mumbai – 400076

Subject: Required actions from concessionaire in order to expedite the progress of work.

References:

1. Smart Street Light project in Nashik.
2. Email dated April 4, 2020 from NMC with subject line: "Bringing in your cognizance repetition of points by concessionaire and replies to correspondences"
3. Emails from concessionaire team member on April 4, 2020 assuring face to face discussion in order to address all standing points at the earliest.
4. Email from concessionaire team member on submission of proposed road categories for Panchvati Division on March 20, March 28 and April 6, 2020.
5. Emails from concessionaire team member on April 29, 2020 with Subject lines: Nashik East Illumination Design phase-2 and Nashik West Illumination design-Phase 2; and email on May 4, 2020 with subject line: Satpur Illumination design-Phase 2
6. Email dated April 18, 2020 from NMC on resumption of work in the public interest, while maintaining due precautions.
7. Email from concessionaire dated April 29, 2020 titled as "Request for payment of Idle manpower charges due to COVID-19" and letter attached therein with reference number TPLL-NMC-SC/08-098 with subject line: Request for payment of Idle manpower charges due to COVID 19.
8. Email from concessionaire dated April 30, 2020 with subject line - RE: Nashik street light project - Work Resumption
9. Concessionaire email dated April 30, 2020 with subject line - RE: Nashik street light project - Work Resumption - Reminder 2

This is in reference to above mentioned references. Following are the observations for necessary action:

1. **With regards to reference 4:** Please refer to our email vide reference number 2 for suggesting holding discussion in order to arrive at the road categories. Concessionaire's presence is required in order to identify the location of some Switching Points, as mentioned in your survey data.

2. **With regards to reference 5:** it is noted that while NMC had already given clear decision on final road categories for 5 divisions (Nashik East, Nashik West, Nashik Road, New Nashik and Satpur)

for lighting purposes, concessionaire has reverted with request for discussion. In this regard, you are advised to immediately come for in-person discussion.NMC and PMC are working and are available for discussion. Vide reference 3, it was assured to have face to face discussion at the earliest. Furthermore, please confirm as to what concessionaire means by "Designed as per site parameter", mentioned under the column heading - TPL Observation and whether this accounts for road category finalized by NMC?

3. **With regards to reference 7:** Request made by concessionaire is completely unjustified and unacceptable. Concessionaire being the employer, payment of wages to labourers/workers on regular basis is solely the responsibility of concessionaire and must be done in accordance with recent government orders.

4. **With regards to reference 8:** As mentioned in your email, it is understood that concessionaire is willing to resume the work at the earliest. NMC would extend all reasonable administrative assistance in the interest of project and public. It is yet again amply made clear that all monetary aspects shall solely be the responsibility of concessionaire. Further, it is noted that passes for work resumption were issued to your team members. In case, passes for more team members are required, concessionaire must immediately contact this office at the earliest with necessary documents/details. Also, you are suggested to coordinate with this office for obtaining permission for movement of required materials. It is reiterated that earliest completion of project is in interest of all stakeholders, particularly the public of Nashik City especially in these times. Hence, it is expected of concessionaire that all required steps would be taken in order to ensure that the project activities are expedited.

5. **With regards to reference 9:** Since it is given to us to understand that your divisional engineers are in Nashik and have been issued the passes, your team should proceed ahead with flowing steps in order to finalize asset deficiency rectification details. It is expected that concessionaire would take action, instead of sending repeated requests:

    a. Concessionaire receives the details from NMC.
    b. In-person discussion between concessionaire and deputy engineers from NMC.
    c. Details of discussion to be shared with Executive Engineer, Electrical, NMC and PMC.
    d. Details of Switching Points, for which data was reconciled to be shared with Executive Engineer, Electrical, NMC and PMC by concessionaire.
    e. Details of Switching Points, for which data could not be reconciled to be shared with Executive Engineer, Electrical, NMC and PMC by concessionaire.
    f. In-person discussion involving Executive Engineer, Electrical, NMC and/or PMC; concessionaire Project Manager and concerned division engineer; and concerned deputy engineer to take place.
    g. Concessionaire to share the complete reconciled data.

Regards

Executive Engineer (Electrical)
Nashik Municipal Corporation

CC:PMC, NMSCDCL for information

NASHIK MUNICIPAL CORPORATION, NASHIK

Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

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2571479, 2571872 • Fax : (0253) : 2577936, 2315704

Outward no. 390/20
Date: 05/05/2020.

To,
Mr. Ashok Kumar
Project Manager
TP Luminaire Private Limited
One Boulevard Street, 3rd Floor, Lake Boulevard Road
Powai, Mumbai – 400076

Subject: Required actions from concessionaire in order to expedite the progress of work.

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    d. Details of Switching Points, for which data was reconciled to be shared with Executive Engineer, Electrical, NMC and PMC by concessionaire.
    e. Details of Switching Points, for which data could not be reconciled to be shared with Executive Engineer, Electrical, NMC and PMC by concessionaire.
    f. In-person discussion involving Executive Engineer, Electrical, NMC and/or PMC; concessionaire Project Manager and concerned division engineer; and concerned deputy engineer to take place.
    g. Concessionaire to share the complete reconciled data.

Regards,

Executive Engineer (Electrical)
Nashik Municipal Corporation

Received May 6, 2020.

CC:PMC, NMSCDCL for information

TP LUMINAIRE

4 2839

TPLL-NMC-SC/08-131 **Date: 19/10/2020**

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Regarding Escrow Account

Ref-

1. Work order no. H.O.03 Dated 20th Aug 2019
2. Various correspondence in relation to Escrow Agreement and Escrow Account.

Dear Sir,

At the outset, we wish to inform that till date, we have replaced 85 % LED street lights and 60 % Control panels. Further, kindly note that this being a PPP project, the opening of Escrow account and depositing the required amount by NMC is of paramount importance to the project financing.

In this regards, we have exchanged various communications in relation to Escrow Agreement. Finally, based on the Government order, we have accepted your proposal to execute the Escrow agreement through a nationalized bank i.e. Union Bank of India. Meanwhile, we have also shared the required documents to Escrow Bank.

Moreover, we would like to apprise you that the balance installation works shall be completed in the next few weeks. Thereafter, we shall be raising our invoices for Energy savings. It is evident that the signing of the Escrow agreement, the opening of the Escrow account and the deposit amount equal to 3 month of electricity bills are extremely crucial for ensuring the funding of the project.

In view of the above, we request your support and cooperation for resolving this matter at the earliest.

Thanking you and assuring you of our best services all the time.

For TP Luminaire Pvt Ltd

Project Manager
Ashok Kumar

Cc: Project Coordinator, KPMG, Panchvati Office

विद्युत विभाग
३१२२
२०/१०/२०२०

Put up note in file for escrow agreement draft approval
20/10/2020

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

५ २०३३

शासकीय निधी केवळ राष्ट्रीयकृत बँकामध्येच ठेवणेबाबत शासनाचे धोरण.....

महाराष्ट्र शासन
वित्त विभाग

शासन निर्णय क्र.: संकीर्ण -२०२०/प्र.क्र.५१ /२०/कोषा प्रशा-५

मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,
मंत्रालय, मुंबई - ४०० ०३२.
तारीख: १३ मार्च, २०२०.

संदर्भ :१) शासन निर्णय क्र.: डीडीओ १००५/ प्र.क्र.५ /कोषा प्रशा-५, दि.२९ ऑगस्ट,२००५.
२) शासन निर्णय क्र. निवेयो- १००७ / प्र.क्र .१२०/कोप्र५, दि. १८ ऑगस्ट, २००८.
३) भारत सरकार, हौसिंग व अर्बन अफेअर्स मंत्रालय, नवी दिल्ली, ज्ञापन दि. २ ऑगस्ट, २०१९
४) भारतीय रिझर्व्ह बँकेचे पत्र दि. ३१ ऑक्टोबर, २०१९.
५) शासन निर्णय क्र. शासाऊ-१०.१५/प्र.क्र.४२/सा.उ. ,दि.२७ ऑक्टोबर,२०१५

प्रस्तावना :

उपरोक्त संदर्भाधीन क्र. १ च्या शासन निर्णयान्वये शासकीय कर्मचाऱ्यांना बँकेमार्फत वेतन व भत्ते प्रदान करण्याचा निर्णय घेण्यात आला. त्यानुषंगाने काही सार्वजनिक तसेच खाजगी क्षेत्रातील बँकांबरोबर अटी व शर्ती निर्धारित करुन करार करण्यात आला व त्यानुसार काही राष्ट्रीयकृत तसेच खाजगी क्षेत्रातील बँकांची सूची सदर शासन निर्णयासोबत निर्धारित करण्यात आली होती. वेळोवेळी त्यात काही नवीन बँकांचा समावेश करण्यात आलेला आहे. याशिवाय संदर्भाधीन क्र. २ च्या शासन निर्णयान्वये निवृत्तीवेतन धारकांना त्यांचे निवृत्तीवेतन थेट बँक खात्यामध्ये जमा करण्याची योजना शासनाने अंमलात आणली होती. त्यान्वये शासनाच्या अटी व शर्ती मान्य करणाऱ्या राष्ट्रीयकृत, खाजगी व सहकारी क्षेत्रातील बँकांना निवृत्तीवेतन धारकांची बँक खाती उघडण्यासाठी शासन मान्यता प्रदान करण्यात आली होती.

२. तथापि, केंद्र शासनाच्या उपरोक्त संदर्भाधीन क्र.३ च्या ज्ञापनान्वये केंद्र शासित योजना व केंद्र शासन अनुदानित योजना राष्ट्रीयकृत बँकांद्वारे राबविण्याबाबतच्या सूचना निर्गमित करण्यात आलेल्या आहेत. तसेच भारतीय रिझर्व्ह बॅकेने देखील उपरोक्त संदर्भाधीन क्र.४ च्या पत्रान्वये खाजगी क्षेत्रातील बँकांकडे शासकीय बँकींग व्यवहार सोपविण्याबाबत काही सूचना केलेल्या आहेत. याचा विचार करता सर्व शासकीय कार्यालयांकडील तसेच सार्वजनिक उपक्रम, महामंडळे इ. कडील बँकिंग विषयक व्यवहार केवळ राष्ट्रीयकृत क्षेत्रातील बँकांमार्फत करण्याविषयी निश्चित असे धोरण ठरविण्याची बाब शासनाच्या विचाराधीन होती. त्याबाबत मंत्रिमंडळाने राज्य शासनाची सर्व बँक खाती राष्ट्रीयकृत बँकेत उघडण्याबाबत निर्देश दिलेले आहेत.

शासन निर्णय :

१. सर्व शासकीय कार्यालये , सार्वजनिक उपक्रम , महामंडळे इत्यांदीनी त्यांच्याकडील सर्व बँकींगविषयक व्यवहार राष्ट्रीयकृत बँकामार्फतच पार पाडावेत. यापूर्वी खाजगी अथवा सहकारी क्षेत्रातील बँकांमध्ये कोणत्याही शासकीय योजनांचा निधी (वेतन व भत्ते व्यतिरिक्त) जमा करण्याकरीता उघडण्यात आलेली बँक खाती दि. १ एप्रिल, २०२० पासून बंद करुन केवळ राष्ट्रीयकृत बँकात खाती उघडावीत.

२. आहरण व संवितरण अधिकारी यांनी दि. १ एप्रिल, २०२० पासून कर्मचाऱ्यांचे वेतन, भत्ते या प्रयोजनासाठी केवळ सोबत जोडपत्र "अ" मध्ये देण्यात आलेल्या सूचीतील राष्ट्रीयकृत बँकांमध्येच खाती उघडावीत . कोषागारांनी माहे एप्रिल, २०२० चे माहे मे, २०२० मध्ये देय वेतनाचे देयक पारित करतांना याबाबत खातरजमा करावी.

३. निवृत्तीवेतन धारकांनी उपरोक्त संदर्भ क्र. २ च्या शासन निर्णयाच्या अनुषंगाने त्यांची बँक खाती त्यांच्या सोयीच्या दृष्टीने खाजगी अथवा सहकारी क्षेत्रातील बँकामध्ये उघडली आहेत. तथापि, त्यांनी देखील निवृत्तीवेतन बॅक खाती राष्ट्रीयकृत बँकामध्येच उघडण्याची दक्षता घ्यावी असे आवाहन त्यांना करण्यात येत आहे. निवृत्तीवेतनासाठी शासनाबरोबर करार केलेल्या राष्ट्रीयकृत बँकाची सूची जोडपत्र "ब" मध्ये दर्शविण्यात येत आहे.

४. उपरोक्त संदर्भ क्र. ५ चा शासन निर्णय सार्वजनिक उपक्रम /महामंडळ यामधील अतिरिक्त निधी गुंतवणूकीबाबत आहे. अशी गुंतवणूक देखील राष्ट्रीयकृत बँकेतच करण्यात यावी. सदर शासन निर्णयातील इतर सर्व बाबी यथास्थिती पूर्ववत लागू राहतील.

५. सर्व कार्यालय प्रमुख , विभाग प्रमुख तसेच सार्वजनिक उपक्रम / महामंडळ यांच्या अध्यक्ष/ संचालक यांनी उपरोक्त आदेशाचे पालन करण्याची दक्षता घ्यावी. सर्व मंत्रालयीन प्रशासकीय विभागांनी त्यांच्या अधिनस्त सर्व आस्थापनांकडून या शासन निर्णयाप्रमाणे कार्यवाही करण्यात येत असल्याची खात्री करावी.

६. शासनाच्या बँकिंग व्यवहार विषयक यापूर्वी वेळोवेळी निर्गमित केलेले शासन निर्णय याद्वारे अधिक्रमित करण्यात येत आहेत.

७. राज्याचे सर्वसाधारण धोरण म्हणून तातडीने वित्त विभागाचे आदेश निर्गमित करावयाचे असल्याने बँकांना मान्यता देण्याच्या अशा इतर शासन निर्णयांमध्येही प्रस्तुत शासन निर्णयाच्या विषयाच्या मर्यादेत बदल करण्यात येत आहे.

सदर शासन निर्णय ,महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून, त्याचा संकेतांक २०२००३१३१७०६०४५२०५ असा आहे. हा निर्णय डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

INDRAJEET SAMBHAJI GORE

Digitally signed by INDRAJEET SAMBHAJI GORE
DN: c=IN, st=Maharashtra, 2.5.4.20=6019944fe7d58a83f4a54c43147b5da1e3486 1e29bbfe9f703fb6b 7249aaeb1a, postalCode=400032, street=Y S/66,GOVERNMENT COLONY,MUMBAI, serialNumber=3499474219230bfcc1dea9aaad38106395065194e652b91 67b7b99bb04e405a18, ou=FINANCE DEPUTY SECRETARY, o=GOVERNMENT OF MAHARASHTRA, cn=INDRAJEET SAMBHAJI GORE
Date: 2020.03.13 17:09:53 +05'30'

(इंद्रजित गोरे)
शासनाचे उप सचिव

प्रत,

१. मा.विरोधी पक्षनेता, विधानसभा / विधान परिषद, महाराष्ट्र विधानमंडळ सचिवालय,मुंबई.
२. सर्व सन्माननीय विधानसभा / विधान परिषद सदस्य.
३. मा.राज्यपालांचे सचिव,
४. मा.मुख्यमंत्री यांचे सचिव,
५. मा.उपमुख्यमंत्री यांचे कार्यालय,
६. सर्व मंत्री व राज्यमंत्री यांचे खाजगी सचिव

७. सर्व मंत्रालयीन प्रशासकीय विभाग
८. मंत्रालयीन सर्व विभागांच्या अधिनस्त असलेल्या सर्व विभागांचे व कार्यालयांचे प्रमुख
९. प्रबंधक, मूळ न्यायालय शाखा, उच्च न्यायालय, मुंबई
१०. प्रधान महालेखापाल (लेखा परीक्षा)- १, महाराष्ट्र, मुंबई
११. प्रधान महालेखापाल (लेखा व अनुज्ञेयता)-१, महाराष्ट्र, मुंबई
१२. महालेखापाल (लेखापरीक्षा)-२, महाराष्ट्र, नागपूर
१३. महालेखापाल (लेखा व अनुज्ञेयता)-२, महाराष्ट्र, नागपूर
१४. आयुक्त, आयकर (TDS) चर्नीरोड, मुंबई ४००००२
१५. आयुक्त, आयकर (TDS) सिव्हील लाईन*, नागपूर ४४४००१
१६. प्रबंधक, उच्च न्यायालय (अपील शाखा) मुंबई
१७.सचिव, महाराष्ट्र लोकसेवा आयोग, मुंबई
१८.सचिव, महाराष्ट्र विधीमंडळ सचिवालय, मुंबई
१९.प्रबंधक, लोक आयुक्त व उपलोक आयुक्त यांचे कार्यालय, मुंबई
२०. प्रबंधक, महाराष्ट्र प्रशासकीय न्यायाधिकरण, मुंबई
२१. मुख्य माहिती आयुक्त, महाराष्ट्र राज्य, मुंबई
२२.विशेष आयुक्त, महाराष्ट्र सदन, कोपर्निकस रोड, नवी दिल्ली
२३.सर्व विभागीय आयुक्त
२४.सर्व जिल्हाधिकारी
२५.सर्व जिल्हापरिषदांचे मुख्य कार्यकारी अधिकारी
२६.संचालक , लेखा व कोषागारे, मुंबई
२७.अधिदान व लेखाअधिकारी, मुंबई
२८.संचालक, स्थानिक निधी लेखा परिक्षा, कोकण भवन, नवी मुंबई.
२९.सहसंचालक,लेखा व कोषागारे,कोकण/पुणे/नागपूर/औरंगाबाद/नाशिक/ अमरावती
३०.सहसंचालक,स्थानिक निधी लेखा परिक्षा मुंबई /पुणे/नागपूर/औरंगाबाद/नाशिक/अमरावती
३१.वित्त विभागातील सर्व कार्यासने
३२.निवड नस्ती कोषा प्र.५.

जोडपत्र "अ"

वेतन व भत्त्यासंदर्भात शासनाशी करार केलेल्या राष्ट्रीयकृत बँकांची यादी

१. भारतीय स्टेट बँक
२. इंडियन बँक
३. बँक ऑफ महाराष्ट्र
४. बँक ऑफ इंडिया
५. पंजाब नॅशनल बँक
६. सेंट्रल बँक ऑफ इंडिया
७. आंध्र बँक
८. कॉर्पोरेशन बँक
९. इंडियन ओव्हरसीज बँक
१०. युनियन बँक ऑफ इंडिया
११. बँक ऑफ बडोदा

जोडपत्र "ब"

निवृत्ती वेतनासंदर्भात शासनाशी करार केलेल्या राष्ट्रीयकृत बँकांची यादी

१. भारतीय स्टेट बँक
२. सिंडीकेट बँक
३. बँक ऑफ बडोदा
४. कॉर्पोरेशन बँक
५. आलाहाबाद बँक
६. इंडियन बँक
७. बँक ऑफ महाराष्ट्र
८. बँक ऑफ इंडिया
९. पंजाब नॅशनल बँक
१०. सेंट्रल बँक ऑफ इंडिया
११. आंध्रा बँक
१२. युनियन बँक ऑफ इंडिया
१३. इंडियन ओव्हरसीज बँक

TP LUMINAIRE

TPLL-NMC-SC/08-140

Date: 17/11/2020

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Sub: Inclusion of project financier name in the Project Policy of Nashik Smart City Project

Dear Sir,

With the reference of the above subject, please note that our Nashik Project is funded through Tata Capital Limited & Tata Clean Tech Capital Limited, as per financier's requirement they have asked us to include their name in the Project Policy under "Loss Payee Clause". Please provide your confirmation / No objection for the same so that we can take up the matter with Insurer's "Govt. Insurance Fund".

This is for your information, further actions & record.

For Tata Projects Luminaire Ltd

Authorized Signatory.

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

TP LUMINAIRE

TPLL-NMC-SC/08-142 **Date: 17/11/2020**

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Sub: Consent for creation of charge on assets pursuant to Clause 32.1 of the Concession Agreement dated August 20, 2019 ("Concession Agreement") executed between Nashik Municipal Corporation ("NMC") and TP Luminaire Private Limited ("Concessionaire").

Dear Sir,

This is with reference to the Concession Agreement executed between NMC and the Concessionaire in relation to replacement of existing streetlights in the Pan City area of Nashik city with energy efficient smart LED streetlights ("**Project**"). This is to bring to your notice that in accordance with the terms of the Concession Agreement, we, the Concessionaire have availed a facility of INR 39,08,00,000/- (Rupees Thirty-Nine Crore and Eight Lacs Only) ("**Facility**") from the lenders listed in Schedule I hereto ("**Lenders**") on the terms and conditions stipulated in the facility agreement dated August 27, 2020 ("**Facility Agreement**") and other financing documents for the purpose of the Project. One of the conditions of the Facility Agreement is that the Facility shall be secured *inter alia* by way of hypothecation of receivables, cash flows, commissions, book debts, bank and escrow accounts, reserves, inventory and revenues, any other current assets, of whatsoever nature, pertaining to the Project of the Concessionaire under the Concession Agreement ("**Assets**").
Pursuant to Clause 32.1 of the Concession Agreement, we hereby request you to kindly authorize and grant your consent for creation of charge on the Assets in favour of the Lenders to secure the Facility.

विद्युत विभाग
आवक नं. 3264
दिनांक-१७/११/२०२०

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

TP LUMINAIRE

For **TP Luminaire Private Limited**

TP Luminaire Pvt Ltd

Authorized Signatory

CC: 1. TATA CLEANTECH CAPITAL LIMITED

2. TATA CAPITAL FINANCIAL SERVICES LIMITED

TP LUMINAIRE PRIVATE LIMITED

Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003

Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076

Phone: +91-22-67402900 Fax: +91-22-67402960

CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com



TP LUMINAIRE

SCHEDULE I

DETAILS OF LENDERS

TATA CLEANTECH CAPITAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956 bearing corporate identity number U65923MH2011PLC222430 and having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and a branch office at 7th Floor, Videocon Towers, E-1, Jhandewalan Extension, Rani Jhansi Road, New Delhi, Indian-110055 (referred to as the "**TCCL**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

TATA CAPITAL FINANCIAL SERVICES LIMITED, a company incorporated and registered under the provisions of the Companies Act, 1956 (presently governed under the Companies Act, 2013 bearing corporate identity number U67100MH2010PLC210201 and having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and a branch office at 7th Floor, Videocon Towers, E-1, Jhandewalan Extension, Rani Jhansi Road, New Delhi, Indian-110055 (referred to as the "**TCFSL**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

Any other banks and/or financial institutions and/or any other Persons who agree to participate in the Facility in accordance with this Agreement ("**New Lender**", which expression shall, unless it be repugnant to the subject or context thereof, include their respective successors, transferees, novatees and assigns);

(TCCL, TCFSL and the New Lender shall be individually referred to as the "**Lender**" and collectively referred to as the "**Lenders**", which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novatees and assigns).

TPLL-NMC-SC/08-141

Date: 17/11/2020

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002
Union Bank of India
Shop No, 1,2,3, Rupashri Apartment
Opp Taxi Stand Dindori Rd
Panchvati Nashik-422003

Sub: Payment out of the Escrow Account opened in furtherance to Clause 4.2(b) of the Concession Agreement dated 20th Aug 2019 ("Concession Agreement") executed between Nashik Municipal Corporation ("NMC") and TP Luminaire Limited ("Concessionaire").

Dear Sir,

This is with reference to the Concession Agreement executed between NMC and the Concessionaire and the Escrow Agreement to be executed ("Escrow Agreement") between NMC, Concessionaire and the Union Bank of India ("Escrow Bank"). This is to bring to your notice that in accordance with the terms of the Concession Agreement, we, the Concessionaire have availed a Facility of INR 39.08 Crores ("Facility") from the lenders listed in Schedule I hereto ("Lenders") on the terms and conditions stipulated in the facility agreement dated Aug 27, 2020 ("Facility Agreement") and other financing documents. One of the condition of the Facility Agreement is that the Facility shall be secured by way of hypothecation of the receivables of the Concessionaire under the Concession Agreement ("Receivables") and an escrow account for the collection of all such Receivables shall be opened.

Considering the fact that all the Receivables are proposed to be deposited in the account opened in furtherance to the Escrow Agreement ("NMC Escrow Account"), we hereby irrevocably and unconditionally request and authorize you to kindly transfer all the Receivables to the below mentioned account within 1 (one) day of receipt of funds in the NMC Escrow Account:

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

TP LUMINAIRE

Account Number	: 039305012758
Bank Name	: ICICI Bank Limited
IFSC Code	: ICIC0000393
Branch Name	: ICICI Centre, 163, H.T. Parekh Marg Backbay, Reclamation, Churchgate, Mumbai-400020

This letter shall form part of the Escrow Agreement and the instructions/authorizations issued herein shall remain valid until any instructions are received in writing from the Lenders and/or the Concessionaire along with written confirmation from the Lenders.

Request you to acknowledge the receipt of this letter as acceptance of the request/instructions.

For TP Luminaire Limited

Authorised Signatory

CC: - 1. TATA CLEANTECH CAPITAL LIMITED

2. TATA CAPITAL FINANCIAL SERVICES LIMITED

TP LUMINAIRE

42849

SCHEDULE I
DETAILS OF LENDERS

TATA CLEANTECH CAPITAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956 bearing corporate identity number U65923MH2011PLC222430 and having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and a branch office at [•] (referred to as the "TCCL", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

TATA CAPITAL FINANCIAL SERVICES LIMITED, a company incorporated and registered under the provisions of the Companies Act, 1956 (presently governed under the Companies Act, 2013 bearing corporate identity number U67100MH2010PLC210201 and having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and a branch office at [•] (referred to as the "TCFSL", which expression shall, unless it be repugnant to the subject or context thereof, include its successors, transferees, novatees and assigns);

AND

Any other banks and/or financial institutions and/or any other Persons who agree to participate in the Facility in accordance with this Agreement ("New Lender", which expression shall, unless it be repugnant to the subject or context thereof, include their respective successors, transferees, novatees and assigns);

(TCCL, TCFSL and the New Lender shall be individually referred to as the "Lender" and collectively referred to as the "Lenders", which expression shall include all or any one or more of them as the context may require or admit and their respective successors, transferees, novatees and assigns).

५२४५

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) कामाचा आदेश जा.क्र.No.H.O.03 Dt.20/08/2019

६) मा.मुख्य लेखापरीक्षक यांचे दि.२४/११/२०२० रोजीचे नस्तीवरील अभिप्राय.

७) मा.आयुक्त साो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

८) मनपा कायदेसल्लागार ॲड.समीर जोशी यांचा दि.२५/११/२०२० रोजीचा अभिप्राय.

नाशिक महानगरपालिका,नाशिक

जा.क्र.मनपा/विद्युत/वशि/<६१ /२०२०

दिनांक २७ /११ /२०२०

NMC/ELECMECH/OOL/2020/422

आदेश:

उपरोक्त संदर्भ क्र.१/२/३ प्रमाणे मनपा व NMSCDCL मार्फत मनपाच्या Nashik Pan City क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणेचे काम सुरु करणेत आलेले आहे. सदरचा प्रकल्प मनपाने PPP तत्वावर राबविला आहे. त्यामध्ये मनपाची कुठलीही भांडवली गुंतवणूक नाही. तसेच पथदीव्यांच्या मासिक वीज बिलात होणाऱ्या बचतीतून मनपास RFP प्रमाणे ५% रक्कम Refund होणार आहे.

सदर प्रकल्पासाठी मनपाने ई-निविदा प्रक्रीया राबवून M/s.T.P.Lumenairs Pvt.Ltd. यांना सदर प्रकल्प राबविणे बाबत करारनामा करुन आदेश देणेत आलेले आहेत.

सदर कामाची वर्क ऑर्डर जा.क्र.No.H.O.03 Dt.20/08/2019 रोजी M/s.T.P.Lumenairs Pvt.Ltd. यांना देणेत आली आहे.

सदर P.P.P. तत्वावरील प्रकल्प राबविताना सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जात आहेत. सदर प्रकल्पात मनपाने कोणतीही आर्थीक गुंतवणूक केलेली नाही. सदरील संपूर्ण प्रकल्प उपरोक्त संदर्भ क्र.४ चे करारनाम्यानुसार पुढील किमान सात वर्ष राबविणे व त्याची देखभाल दुरुस्तीची संपुर्ण जबाबदारी M/s.T.P.Lumenairs Pvt.Ltd. या कंपनीची राहील.

निविदेतील अटी-शर्तींनुसार या प्रकल्पा करीता राष्ट्रीयीकृत बँक, M/s.T.P.Lumenairs Pvt.Ltd. व नाशिक मनपा मध्ये Tri-Party ESCROW agreement करणे आवश्यक असलेने मुख्य वित्त व लेखाधिकारी आणि मुख्य लेखापरिक्षक यांचे अभिप्रायानुसार मनपा कायदे सल्लागार ॲड.समीर जोशी यांचा ESCROW Account युनियन बँक ऑफ इंडीया (राष्ट्रीयीकृत बँक) या बँकेमध्ये उघडणे बाबत अभिप्राय घेणेत आले आहेत.

त्यानुसार खालील प्रमाणे मान्यता देणेत येत आहे -

१) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल आल्यानंतर ESCROW Account मधून खालील प्रमाणे देयके अदा करण्यात येतील.

A) MSEDCL electricity bill payment.
B) All government taxes due and payable by the Concessionaire for and in respect of the Project.
C) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving.
D) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire.
E) Monthly proportionate provision of debt service due in an Accounting Year.
F) Share in Energy saving revenue to Concessionaire, Subject to deduction if any.
G) Balance, if any, in accordance with the instructions of the Authority.

२) सदर ESCROW Account मध्ये सुरूवातीस रक्कम रू.८.०० कोटी फ्लेक्झी डिपॉझीट म्हणून ठेवणेस, तसेच प्रत्येक महिन्याचे वीज बिल मिळालेनंतर सदर ESCROW Account मधून उपरोक्त A ते G प्रमाणे रक्कम वजा होणार असल्याने पुन्हा बेस लाईन प्रमाणे येणारी रक्कम सदर ESCROW Account मध्ये जमा करून बँकेतील डिपॉझीट रक्कम रू.८.०० कोटी दरमहा अपडेट करणेस मान्यता देण्यात येत आहे.

३) सदर ESCROW agreement वर मनपा तर्फे मुख्य वित्त व लेखाधिकारी आणि उप आयुक्त, प्रशासन हे,तसेच M/s.T.P.Lumenairs Pvt.Ltd. यांचे मार्फत Director-T.P.Lumenairs Pvt.Ltd. हे आणि युनियन बँक ऑफ इंडीया,नाशिक यांचे तर्फे शाखा व्यवस्थापक हे स्वाक्षरी करतील.

४) सदर ESCROW Account मधून देयक देताना विद्युत विभागा कडून सादर करण्यात आलेले देयक लेखा विभागामार्फत मंजूर झाले नंतर, पेमेंट रिलीज ऑर्डर / धनादेश मुख्य वित्त व लेखाधिकारी व उप आयुक्त, प्रशासन यांचे संयुक्त स्वाक्षरीने बँकेस दयावी.

५) सदर ESCROW Account मध्ये दर महिन्याच्या १५ तारखे पावेतो बिलाची रक्कम जमा करण्यात यावी.

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत माहिती व कार्यवाहीसाठी :

१) उप आयुक्त (प्रशासन) मनपा नाशिक.

२) मुख्य वित्त व लेखाधिकारी मनपा नाशिक.

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) कामाचा आदेश जा.क्र.No.H.O.03 Dt.20/08/2019

६) मा.मुख्य लेखापरीक्षक यांचे दि.२४/११/२०२० रोजीचे नस्तीवरील अभिप्राय.

७) मा.आयुक्त सो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

८) मनपा कायदेसल्लागार ॲड.समीर जोशी यांचा दि.२५/११/२०२० रोजीचा अभिप्राय.

नाशिक महानगरपालिका,नाशिक

जा.क्र.मनपा/विद्युत/वशि/<६७ /२०२०

दिनांक २७ /११ /२०२०

NMC/ELECMECH/DWL/2020/422

आदेश:

उपरोक्त संदर्भ क्र.१/२/३ प्रमाणे मनपा व NMSCDCL मार्फत मनपाच्या Nashik Pan City क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणेचे काम सुरु करणेत आलेले आहे. सदरचा प्रकल्प मनपाने PPP तत्वावर राबविला आहे. त्यामध्ये मनपाची कुठलीही भांडवली गुंतवणूक नाही. तसेच पथदीव्यांच्या मासिक वीज बिलात होणाऱ्या बचतीतून मनपास RFP प्रमाणे ५% रक्कम Refund होणार आहे.

सदर प्रकल्पासाठी मनपाने ई-निविदा प्रक्रीया राबवून M/s.T.P.Lumenairs Pvt.Ltd. यांना सदर प्रकल्प राबविणे बाबत करारनामा करुन आदेश देणेत आलेले आहेत.

सदर कामाची वर्क ऑर्डर जा.क्र.No.H.O.03 Dt.20/08/2019 रोजी M/s.T.P.Lumenairs Pvt.Ltd. यांना देणेत आली आहे.

सदर P.P.P. तत्वावरील प्रकल्प राबविताना सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जात आहेत. सदर प्रकल्पात मनपाने कोणतीही आर्थीक गुंतवणूक केलेली नाही. सदरील संपूर्ण प्रकल्प उपरोक्त संदर्भ क्र.४ चे करारनाम्यानुसार पुढील किमान सात वर्ष राबविणे व त्याची देखभाल दुरुस्तीची संपुर्ण जबाबदारी M/s.T.P.Lumenairs Pvt.Ltd. या कंपनीची राहील.

निविदेतील अटी-शर्तींनुसार या प्रकल्पा करीता राष्ट्रीयीकृत बँक, M/s.T.P.Lumenairs Pvt.Ltd. व नाशिक मनपा मध्ये Tri-Party ESCROW agreement करणे आवश्यक असलेने मुख्य वित्त व लेखाधिकारी आणि मुख्य लेखापरिक्षक यांचे अभिप्रायानुसार मनपा कायदे सल्लागार ॲड.समीर जोशी यांचा ESCROW Account युनियन बँक ऑफ इंडीया (राष्ट्रीयीकृत बँक) या बँकेमध्ये उघडणे बाबत अभिप्राय घेणेत आले आहेत.

त्यानुसार खालील प्रमाणे मान्यता देणेत येत आहे -

१) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल आल्यानंतर ESCROW Account मधून खालील प्रमाणे देयके अदा करण्यात येतील.

A) MSEDCL electricity bill payment.
B) All government taxes due and payable by the Concessionaire for and in respect of the Project.
C) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving.
D) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire.
E) Monthly proportionate provision of debt service due in an Accounting Year.
F) Share in Energy saving revenue to Concessionaire, Subject to deduction if any.
G) Balance, if any, in accordance with the instructions of the Authority.

२) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी फ्लेक्झी डिपॉझीट म्हणून ठेवणेस, तसेच प्रत्येक महिन्याचे वीज बिल मिळालेनंतर सदर ESCROW Account मधून उपरोक्त A ते G प्रमाणे रक्कम वजा होणार असल्याने पुन्हा बेस लाईन प्रमाणे येणारी रक्कम सदर ESCROW Account मध्ये जमा करुन बँकेतील डिपॉझीट रक्कम रु.८.०० कोटी दरमहा अपडेट करणेस मान्यता देण्यात येत आहे.

३) सदर ESCROW agreement वर मनपा तर्फे मुख्य वित्त व लेखाधिकारी आणि उप आयुक्त, प्रशासन हे,तसेच M/s.T.P.Lumenairs Pvt.Ltd. यांचे मार्फत Director-T.P.Lumenairs Pvt.Ltd. हे आणि युनियन बँक ऑफ इंडीया,नाशिक यांचे तर्फे शाखा व्यवस्थापक हे स्वाक्षरी करतील.

४) सदर ESCROW Account मधून देयक देताना विद्युत विभागा कडून सादर करण्यात आलेले देयक लेखा विभागामार्फत मंजूर झाले नंतर, पेमेंट रिलीज ऑर्डर / धनादेश मुख्य वित्त व लेखाधिकारी व उप आयुक्त, प्रशासन यांचे संयुक्त स्वाक्षरीने बँकेस दयावी.

५) सदर ESCROW Account मध्ये दर महिन्याच्या १५ तारखे पावेतो बिलाची रक्कम जमा करण्यात यावी.

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत माहिती व कार्यवाहीसाठी :

१) उप आयुक्त (प्रशासन) मनपा नाशिक.

२) मुख्य वित्त व लेखाधिकारी मनपा नाशिक.

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/ ८७८/२०२०
दिनांक ४ / १२/२०२०
NMC/ELECMECH/IWL/2020/

प्रति,
मा.मुख्य वित्त व लेखाधिकारी,
नाशिक महानगरपालिका, नाशिक.

विषय: स्मार्ट लाईटींग प्राजेक्ट व सोलर रुफ-टॉप प्रोजेक्टचे ESCROW Account उघडणे बाबत.

संदर्भ : १) मा.आयुक्त साो.यांचे आदेश जा.क्र.मनपा/विद्युत/वशि/८६१/२०२० दि.२७/११/२०२०
२) मा.आयुक्त साो.यांचे आदेश जा.क्र.मनपा/विद्युत/वशि/८६२/२०२० दि.२७/११/२०२०

महोदय,

नाशिक मनपाचे स्मार्ट लाईटींग प्राजेक्ट व सोलर रुफ-टॉप प्रोजेक्ट बाबतचे ESCROW Account युनियन बँक ऑफ इंडीया येथे आपले व मा.उप आयुक्त यांचे स्वाक्षरीने उघडणे बाबत मा.आयुक्त साो. यांचे संदर्भीय आदेश पारीत झालेले आहेत.

मा.आयुक्त साो. यांचे उपरोक्त आदेशांनुसार युनियन बँक ऑफ इंडीया येथे दोनही प्राजेक्टचे ESCROW Account उघडणे बाबत पुढील कार्यवाही त्वरीत करण्यात यावी ही विनंती.

मा.अधिक्षक अभियंता(वि.यां.)
यांचे मान्यतेने.

४/१२/2020
कार्यकारी अभियंता (विद्युत)
नाशिक महानगरपालिका,नाशिक

4/12/2020

नाशिक महानगरपालिका,नाशिक

राजीव गांधी भवन, शरणपूर रोड,पोस्ट बॉक्स नं.१२, नाशिक ४२२ ००२

Visit us at :www.nashikcorporation.in / E-mail :nashikcorporation@nashikcorporation.in

पी.बी.एक्स. :२५७५६३१, २५७५६३२, २५७७९५२, २५७७९२१

जा.क्र./लेखा/वशि/ 823/२०२०
दिनांक 15 / 12/२०२०
NMC/FIN ACCT/OWC/2020/288

प्रति,
मा.कार्यकारी अभियंता,(विदयुत),
विदयुत विभाग
नाशिक महानगरपालिका,नाशिक

विषय- स्मार्ट लायटिंग प्रोजेक्ट व सोलर रुफ-टॉप प्रोजेक्टचे ESCROW ACCOUNT उघडणे बाबत.
संदर्भ- १.आपले कडील पत्र जा.क्र./मनपा/विदयुत/वशि/८७२/२०२० दि. ४.१२.२०२० रोजीचे पत्र.
२. मा.आयुक्त सो.यांचे आदेश जा.क्र./मनपा/विदयुत/वशि/८६१/२०२०,दि.२७.११.२०२०
३. मा.आयुक्त सो.यांचे आदेश जा.क्र./मनपा/विदयुत/वशि/८६२/२०२०,दि.२७.११.२०२०

महोदय,

उपरोक्त विषयान्वये कळविणेत येते की, संदर्भ् क्रमांक २ चे मा.आयुक्त सो. यांचे आदेशातील मुद्या क्रमांक ३ नुसार सदर ESCROW agreement वर मनपा तर्फे मुख्य लेखा व वित्त अधिकारी आणि उप आयुक्त (प्रशासन) हे , तसेच M/s T.P.Lumenairs Pvt Ltd. यांचे मार्फत Director-T.P.Lumenairs Pvt Ltd. व युनियन बँक ऑफ इंडिया,नाशिक यांचे तर्फे शाखा व्यवस्थापक हे स्वाक्षरी करतील असे आदेशात नमुद केलेले आहे. तथापि Tri- Party ESCROW agreement वर विषयांकित प्रकरणी मनपा तर्फे विदयुत विभागाचे खाते प्रमुख तसेच M/s T.P.Lumenairs Pvt Ltd. यांचे मार्फत Director-T.P.Lumenairs Pvt Ltd. व युनियन बँक ऑफ इंडिया,नाशिक यांचे तर्फे शाखा व्यवस्थापक यांची स्वाक्षरी होणे आवश्यक आहे.

तसेच संदर्भ क्रमांक ३ चे मा.आयुक्त् सो. यांचे आदेशातील मुद्या क्रमांक ४ नुसार सदर ESCROW agreement वर मनपा तर्फे मुख्य लेखा व वित्त अधिकारी आणि उप आयुक्त (प्रशासन) हे , तसेच ESCROW agreement वर वासंग सोलर वन प्रा.लि.यांचे तर्फे डायरेक्टर,वासंग सोलर वन प्रा.लि. व युनियन बँक ऑफ इंडिया,नाशिक यांचे तर्फे शाखा व्यवस्थापक यांनी स्वाक्षरी करतील असे आदेशात नमुद केलेले आहे. तथापि Tri- Party ESCROW agreement वर विषयांकित प्रकरणी मनपा तर्फे विदयुत विभागाचे खाते प्रमुख तसेच ESCROW agreement वर वासंग सोलर वन प्रा.लि.यांचे तर्फे डायरेक्टर,वासंग सोलर वन प्रा.लि. व युनियन बँक ऑफ इंडिया,नाशिक यांचे तर्फे शाखा व्यवस्थापक यांनी स्वाक्षरी होणे आवश्यक आहे.

तरी विभागाने उपरोक्त प्रमाणे आदेशात आवश्यक ते बदल करुन लेखा विभागास कळविण्यात यावे. तद्नंतर लेखा विभागामार्फत स्मार्ट लायटिंग प्रोजेक्ट व सोलर रुफ-टॉप प्रोजेक्टचे ESCROW ACCOUNT उघडणेची कार्यवाही करणेत येईल.

विद्युत विभाग
आवक नं. ३२६५
दिनांक-१५/१२/२०२०

मुख्य लेखा व वित्त अधिकारी
नाशिक महानगरपालिका,नाशिक

Put up this
Dy E
15/12/2020

CD/EW4/12742

TP LUMINAIRE

49
4-9-29

TPLL- NMC-SC/08-167 **Date: 04/01/2021**

To,
The Executive Engineer (Electrical)
Nashik Municipal Corporation
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik 422002

Electric Dept.
अनुरक्षण कार्यालय
नाशिक महानगरपालिका
दि. 05/01/21
आयुक्त
06/01

Ref:
1. Work Order no HO.03 dated 20th August, 2019
2. Your email notification dated 4th November 2020
3. TPLL-NMC-SC/08-136 dated 9th November 2020
4. TPLL-NMC-SC/08-148 dated 23rd November 2020
5. Your email notification dated 24th November 2020
6. TPLL-NMC-SC/08-151 dated 28th November 2020
7. TPLL-NMC-SC/08-156 dated 3rd December 2020

Sub: Notification for immediate resolution of contractual obligations by NMC.

Dear Sir,

This is in continuation to our previous communications, wherein TPLL has been notifying the authorities about the constraints/issues being faced in the project and the non-performance of various obligations by the NMC. In this regards, we revisit and wish to seek your immediate resolutions in relation to the various pending obligations to be performed by NMC:

a. We draw your attention that the opening of the Escrow Account and depositing the required amount are the preliminary obligation of NMC and are extremely crucial for ensuring the project funds to the Concessionaire. Despite several discussions and nearing the completion of installation works, the Escrow Account has not yet been established by the authorities. Also, your office has not been able to finalize the Escrow agreement. NMC is in fundamental breach on this account.

b. You are well aware that there has been revisions for planned wattages mentioned as per RFP and variation in quantities/additional requirements of LED lights which has severally affected the energy savings calculations and the baseline projected cash flow. Accordingly, we have requested your office to revise the energy baseline and to compensate for the additional requirement. However, the determination is still pending at your office. Due to which, we are not able to finalize the BOQ and our imports/ orders for fixtures have been impacted, which in turn has affected the project timeline. We would like to inform that after finalization of the energy baseline and the depositing the required amount in Escrow account, we will need additional two months for completion of the balance works.

6/1/2021

c. We have apprised from time to time regarding the infrastructure deficiencies in the existing poles and have requested your office to start the rectification activity for better performance.

नाशिक महानगरपालिका, नाशिक
लॉदणी व वटपडा विभाग मुख्यालय
आवक क्र. 49 जावक क्र. 09
दिनांक 6/1/2021.

विद्युत विभाग
आवक सं. २.५.०.६.
दिनांक- ६/१/२०२१

d. Moreover, the unprecedented Covid-19 pandemic has disrupted the works and brought various restrictions, which has severally impacted the project timeline and resulted in additional costs on the project. In this regard, we have furnished the additional costs incurred and have requested for an interim extension of time for the completion of the installation works, the determination of which is still pending at your office.

Further, we would like to highlight that this project is based on PPP model, wherein the Concessionaire has invested the capital and incurred the expenditure by funding the project. As informed earlier, we have supplied/replaced approx. 90% of LED fixtures & 84% of Panels and are on the verge of completion of installation works. However, we are not able to raise any revenue / invoices towards the Energy Savings, whereas NMC has been enjoying the benefit of works executed by TPLL.

Consequently, our project cash flow has been severally distressed making the contract financially non-viable/ non-operational and the project works may come to a halt on its own, without reasons attributable to TPLL. Also, we are facing difficulty from our financial lenders to further fund the project. In view of the continuous defaults on part of NMC, we shall be compelled to take further recourse in accordance with terms of the Concession Agreement.

In the aforesaid background, we once again urge you to provide immediate resolutions and to support us for the completion of the balance works. We shall make ourselves available for further discussions and for arriving at suitable resolutions.

Thanking you and assuring you of our best services at all times.

Yours faithfully,

Rajendra Inani
Business Unit Head- Smart City
For TP Luminaire Private Limited

CC:

1) Shri Kailash Jadhav, IAS (Honorable Municipal Commissioner, Nashik)
2) Shri S M Chavanke (SE- E & M, Nashik Municipal Corporation)
3) Project Management Consultant (Nashik Street Light Project)- M/s KPMG

प २४६५

नाशिक महानगरपालिका,नाशिक.
जा.क्र.मनपा/विद्युत/९९९/२०२०
दिनांक- ०४ /०१ /२०२१

प्रति,

ॲड.समीर जोशी,
मनपा कायदे सल्लागार,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक महानगरपालिका,नाशिक, ESCROW Account Bank आणि मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचे मध्ये नाशिक स्मार्ट लाईटींग प्रोजेक्ट साठी ESCROW Agreement करणे व बँक खाते उघडणे बाबत.

संदर्भ : मा.आयुक्त सो.यांची दि.२४/११/२०२० रोजीची नस्तीवरील सुचना.

महोदय,

उपरोक्त विषयान्वये नाशिक स्मार्ट सिटी डेव्हलपमेंट कॉर्पो.लि.यांचे मार्फत नाशिक मनपा क्षेत्रात, नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचे मार्फत राबविणेत येत आहे.

प्रोजेक्ट इव्हॅल्युएशन व मॉनीटरींग समिती मध्ये झालेल्या चर्चेत, करारनाम्याचा Draft विधी विभाग, मनपा कायदे सल्लागार यांचेकडून तपासून घेणेबाबत चर्चा झालेली आहे. तसेच मा.आयुक्त सो. यांनी देखील नस्तीवर तशा सुचना दिलेल्या आहेत.

राष्ट्रीयीकृत बँकेमध्ये ESCRO Account उघडणे गरजेचे असल्याने त्यासाठी आरएफपी मध्ये दर्शविल्यानुसार ESCRO Account Draft तयार करण्यात आलेला आहे. तरी सदरचा Draft तपासून त्याबाबतचा आपला अभिप्राय मिळणेस विनंती आहे.

Sarkar
कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका,नाशिक.

मा.सविनय सादर,
सदरचे पत्र व त्यासोबतचा ड्राफ्ट करारनामा तपासला. यापुर्वीही दोन-ते तीन ड्राफ्ट तपासले आहेत. त्यानंतर सदरचा करारनामा अंतिम स्वरुपात आहे त्याबाबतचा अभिप्राय मी सदरच्या करारनाम्यावर दिलेला असुन प्रत्येक पानावर माझी सही आहे. याबाबत आपल्या स्तरावर पुन्हा तपासणी करुन करारनामा पुर्णत्वास सोबत हे पत्र व करारनाम्याची प्रत सेवेत पाठवित आहे.

ॲड.समीर जोशी
5/1/2021. म.न.पा.पॅनल वकील.

Sameer C. Joshi
Advocate

नाशिक महानगरपालिका,नाशिक.
जा.क्र.मनपा/विद्युत/ ९९९/२०२०
दिनांक- ०४/०१/२०२१

प्रति,

ॲड.समीर जोशी,
मनपा कायदे सल्लागार,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक महानगरपालिका,नाशिक, ESCROW Account Bank आणि मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचे मध्ये नाशिक स्मार्ट लाईटींग प्रोजेक्ट साठी ESCROW Agreement करणे व बँक खाते उघडणे बाबत.

संदर्भ : मा.आयुक्त सो.यांची दि.२४/११/२०२० रोजीची नस्तीवरील सुचना.

महोदय,

उपरोक्त विषयान्वये नाशिक स्मार्ट सिटी डेव्हलपमेंट कॉर्पो.लि.यांचे मार्फत नाशिक मनपा क्षेत्रात, नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचे मार्फत राबविणेत येत आहे.

प्रोजेक्ट इव्हॅल्युएशन व मॉनीटरींग समिती मध्ये झालेल्या चर्चेत, करारनाम्याचा Draft विधी विभाग, मनपा कायदे सल्लागार यांचेकडून तपासून घेणेबाबत चर्चा झालेली आहे. तसेच मा.आयुक्त सो. यांनी देखील नस्तीवर तशा सुचना दिलेल्या आहेत.

राष्ट्रीयीकृत बँकेमध्ये ESCRO Account उघडणे गरजेचे असल्याने त्यासाठी आरएफपी मध्ये दर्शविल्यानुसार ESCRO Account Draft तयार करण्यात आलेला आहे. तरी सदरचा Draft तपासून त्याबाबतचा आपला अभिप्राय मिळणेस विनंती आहे.

कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका,नाशिक.

५२४९

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) कामाचा आदेश जा.क्र.No.H.O.03 Dt.20/08/2019

६) मा.मुख्य लेखापरीक्षक यांचे दि.२४/११/२०२० रोजीचे नस्तीवरील अभिप्राय.

७) मा.आयुक्त सो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

८) मनपा कायदेसल्लागार ॲड.समीर जोशी यांचा दि.०५/०१/२०२१ रोजीचा अभिप्राय.

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/९९० /२०२१
दिनांक ११ /१ /२०२१

आदेश:

उपरोक्त संदर्भ क्र.१/२/३ प्रमाणे मनपा व NMSCDCL मार्फत मनपाच्या Nashik Pan City क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणेचे काम सुरु करणेत आलेले आहे. सदरचा प्रकल्प मनपाने PPP तत्वावर राबविला आहे. त्यामध्ये मनपाची कुठलीही भांडवली गुंतवणूक नाही. तसेच पथदीव्यांच्या मासिक वीज बिलात होणाऱ्या बचतीतून मनपास RFP प्रमाणे ५% रक्कम Refund होणार आहे.

सदर प्रकल्पासाठी मनपाने ई-निविदा प्रक्रीया राबवून M/s.T.P.Lumenairs Pvt.Ltd. यांना सदर प्रकल्प राबविणे बाबत करारनामा करुन आदेश देणेत आलेले आहेत.

सदर कामाची वर्क ऑर्डर जा.क्र.No.H.O.03 Dt.20/08/2019 रोजी M/s.T.P.Lumenairs Pvt.Ltd. यांना देणेत आली आहे.

सदर P.P.P. तत्वावरील प्रकल्प राबविताना सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जात आहेत. सदर प्रकल्पात मनपाने कोणतीही आर्थीक गुंतवणूक केलेली नाही. सदरील संपूर्ण प्रकल्प उपरोक्त संदर्भ क्र.४ चे करारनाम्यानुसार पुढील किमान सात वर्ष राबविणे व त्याची देखभाल दुरुस्तीची संपुर्ण जबाबदारी M/s.T.P.Lumenairs Pvt.Ltd. या कंपनीची राहील.

निविदेतील अटी-शर्तींनुसार या प्रकल्पा करीता राष्ट्रीयीकृत बँक, M/s.T.P.Lumenairs Pvt.Ltd. व नाशिक मनपा मध्ये Tri-Party ESCROW agreement करणे आवश्यक असलेने मुख्य वित्त व लेखाधिकारी आणि मुख्य लेखापरिक्षक यांचे अभिप्रायानुसार मनपा कायदे सल्लागार ॲड.समीर जोशी यांचा ESCROW Account युनियन बँक ऑफ इंडीया (राष्ट्रीयीकृत बँक) या बँकेमध्ये उघडणे बाबत अभिप्राय घेणेत आले आहेत.

त्यानुसार खालील प्रमाणे मान्यता देणेत येत आहे -

१) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल आल्यानंतर ESCROW Account मधून खालील प्रमाणे देयके अदा करण्यात येतील.

A) MSEDCL electricity bill payment.
B) All government taxes due and payable by the Concessionaire for and in respect of the Project.
C) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving.
D) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire.
E) Monthly proportionate provision of debt service due in an Accounting Year.
F) Share in Energy saving revenue to Concessionaire, Subject to deduction if any.
G) Balance, if any, in accordance with the instructions of the Authority.

२) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी फ्लेक्झी डिपॉझीट म्हणून ठेवणेस, तसेच प्रत्येक महिन्याचे वीज बिल मिळालेनंतर सदर ESCROW Account मधून उपरोक्त A ते G प्रमाणे रक्कम वजा होणार असल्याने पुन्हा बेस लाईन प्रमाणे येणारी रक्कम सदर ESCROW Account मध्ये जमा करुन बँकेतील डिपॉझीट रक्कम रु.८.०० कोटी दरमहा अपडेट करणेस मान्यता देण्यात येत आहे.

३) सदर ESCROW agreement वर आयुक्त, मनपा यांचे वतीने कार्यकारी अभियंता(विद्युत) हे, तसेच M/s.T.P.Lumenairs Pvt.Ltd. यांचे वतीने Director-T.P.Lumenairs Pvt.Ltd. हे आणि युनियन बँक ऑफ इंडीया,नाशिक यांचे वतीने शाखा व्यवस्थापक हे स्वाक्षरी करतील.

४) सदर ESCROW Account मधून देयक देताना विद्युत विभागा कडून सादर करण्यात आलेले देयक लेखा विभागामार्फत मंजूर झाले नंतर, पेमेंट रिलीज ऑर्डर / धनादेश मुख्य वित्त व लेखाधिकारी व उप आयुक्त, प्रशासन यांचे संयुक्त स्वाक्षरीने बँकेस दयावी.

५) सदर ESCROW Account मध्ये दर महिन्याच्या १५ तारखे पावेतो बिलाची रक्कम जमा करण्यात यावी.

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत माहिती व कार्यवाहीसाठी :

१) उप आयुक्त (प्रशासन) मनपा नाशिक.

२) मुख्य वित्त व लेखाधिकारी मनपा नाशिक.

(५२४७)

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/ २०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) कामाचा आदेश जा.क्र.No.H.O.03 Dt.20/08/2019

६) मा.मुख्य लेखापरीक्षक यांचे दि.२४/११/२०२० रोजीचे नस्तीवरील अभिप्राय.

७) मा.आयुक्त साो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

८) मनपा कायदेसल्लागार ॲड.समीर जोशी यांचा दि.०५/०१/२०२१ रोजीचा अभिप्राय.

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/९९० /२०२१
दिनांक ११/१ /२०२१

आदेश:

उपरोक्त संदर्भ क्र.१/२/३ प्रमाणे मनपा व NMSCDCL मार्फत मनपाच्या Nashik Pan City क्षेत्रात स्मार्ट लाईटींग प्रकल्प राबविणेचे काम सुरु करणेत आलेले आहे. सदरचा प्रकल्प मनपाने PPP तत्वावर राबविला आहे. त्यामध्ये मनपाची कुठलीही भांडवली गुंतवणूक नाही. तसेच पथदीव्यांच्या मासिक वीज बिलात होणाऱ्या बचतीतून मनपास RFP प्रमाणे ५% रक्कम Refund होणार आहे.

सदर प्रकल्पासाठी मनपाने ई-निविदा प्रक्रीया राबवून M/s.T.P.Lumenairs Pvt.Ltd. यांना सदर प्रकल्प राबविणे बाबत करारनामा करुन आदेश देणेत आलेले आहेत.

सदर कामाची वर्क ऑर्डर जा.क्र.No.H.O.03 Dt.20/08/2019 रोजी M/s.T.P.Lumenairs Pvt.Ltd. यांना देणेत आली आहे.

सदर P.P.P. तत्वावरील प्रकल्प राबविताना सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिप हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जात आहेत. सदर प्रकल्पात मनपाने कोणतीही आर्थीक गुंतवणूक केलेली नाही. सदरील संपूर्ण प्रकल्प उपरोक्त संदर्भ क्र.४ चे करारनाम्यानुसार पुढील किमान सात वर्ष राबविणे व त्याची देखभाल दुरुस्तीची संपुर्ण जबाबदारी M/s.T.P.Lumenairs Pvt.Ltd. या कंपनीची राहील.

निविदेतील अटी-शर्तींनुसार या प्रकल्पा करीता राष्ट्रीयीकृत बँक, M/s.T.P.Lumenairs Pvt.Ltd. व नाशिक मनपा मध्ये Tri-Party ESCROW agreement करणे आवश्यक असलेने मुख्य वित्त व लेखाधिकारी आणि मुख्य लेखापरिक्षक यांचे अभिप्रायानुसार मनपा कायदे सल्लागार ॲड.समीर जोशी यांचा ESCROW Account युनियन बँक ऑफ इंडीया (राष्ट्रीयीकृत बँक) या बँकेमध्ये उघडणे बाबत अभिप्राय घेणेत आले आहेत.

त्यानुसार खालील प्रमाणे मान्यता देणेत येत आहे -

१) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल आल्यानंतर ESCROW Account मधून खालील प्रमाणे देयके अदा करण्यात येतील.

A) MSEDCL electricity bill payment.
B) All government taxes due and payable by the Concessionaire for and in respect of the Project.
C) NMC Revenue share due and payable to the Authority out of Revenue generated by Energy saving.
D) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire.
E) Monthly proportionate provision of debt service due in an Accounting Year.
F) Share in Energy saving revenue to Concessionaire, Subject to deduction if any.
G) Balance, if any, in accordance with the instructions of the Authority.

२) सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.०० कोटी फ्लेक्झी डिपॉझीट म्हणून ठेवणेस, तसेच प्रत्येक महिन्याचे वीज बिल मिळालेनंतर सदर ESCROW Account मधून उपरोक्त A ते G प्रमाणे रक्कम वजा होणार असल्याने पुन्हा बेस लाईन प्रमाणे येणारी रक्कम सदर ESCROW Account मध्ये जमा करुन बँकेतील डिपॉझीट रक्कम रु.८.०० कोटी दरमहा अपडेट करणेस मान्यता देण्यात येत आहे.

३) सदर ESCROW agreement वर आयुक्त, मनपा यांचे वतीने कार्यकारी अभियंता(विद्युत) हे, तसेच M/s.T.P.Lumenairs Pvt.Ltd. यांचे वतीने Director-T.P.Lumenairs Pvt.Ltd. हे आणि युनियन बँक ऑफ इंडीया,नाशिक यांचे वतीने शाखा व्यवस्थापक हे स्वाक्षरी करतील.

४) सदर ESCROW Account मधून देयक देताना विद्युत विभागा कडून सादर करण्यात आलेले देयक लेखा विभागामार्फत मंजूर झाले नंतर, पेमेंट रिलीज ऑर्डर / धनादेश मुख्य वित्त व लेखाधिकारी व उप आयुक्त, प्रशासन यांचे संयुक्त स्वाक्षरीने बँकेस दयावी.

५) सदर ESCROW Account मध्ये दर महिन्याच्या १५ तारखे पावेतो बिलाची रक्कम जमा करण्यात यावी.

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत माहिती व कार्यवाहीसाठी :

१) उप आयुक्त (प्रशासन) मनपा नाशिक.
२) मुख्य वित्त व लेखाधिकारी मनपा नाशिक.

92863

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ……. day of ..... 20…….

AMONGST

1 TP Luminaire Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad, Telangana 500003 (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 Union Bank of India, a Body of Corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its registered head office at 239,Vidhan Bhavan Marg, Nariman Point, Mumbai -400021 (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated 20th August 2019 with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance

Sameer C. Joshi
Advocate

with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

"Vesting Certificate" means a certificate issued by the Authority confirming the satisfactory completion or part completion of work awarded to the Contractor as on date of the termination of contract along with the amount due to the contractor from the escrow account after required deductions as per Clause 4.2 herein below.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms

hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the
Panchvati, Nashik Branch of the Escrow Bank.
The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses. Such fees and expenses shall be equally borne by the Concessionaire and Authority .

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deleted

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) The Authority agrees and undertakes that, upon opening of the Escrow Bank Account, the Authority shall forthwith deposit the amount equivalent to three (3) month of electricity bills of the period prior to implementation of the Project ; After that for each month, the Authority will deposit ~~within 1st day of the same month~~ an amount equal to last month of MSEDCL's bill x 100 / (100 - guaranteed saving quoted by the Concessionaire).

cut and 20

And

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Authority's Account _____(interest account) annually.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 Within a first week of every month, the Concessionaire, will raise the invoice with the Escrow Bank and the Authority for verification. The Authority shall verify the invoice and issue release order by 21st day of the same month. The Escrow Bank, after receiving release order from the Authority shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s). If the Authority, post raising such invoice by the Concessionaire, doesn't issue release order by 21st day of the same month, the Escrow Bank shall forthwith process the invoice and release the payment from Escrow Account as per the following order as given below.

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the

project as applicable as per law

(c)Authority's revenue share due and payable to the Authority out of revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Deleted ~~Monthly proportionate provision of debt service due in an Accounting Year;~~

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Authority.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project as applicable as per law

(c) Authority Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Deleted ~~Monthly proportionate provision of debt service due in an Accounting Year;~~

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g)Balance, if any, in accordance with the instructions of the Authority

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 33 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 In the event of default by the Authority under this Agreement, the provisions of Clause 11 of the Concession Agreement shall apply. :

~~(a)~~ Deleted ~~[the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;]~~ cut on 2nd

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect as per the clause 4 of the Concession Agreement (7 years), unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank

and the Authority, and with the written consent of the Authority (NMC), terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

Any lender providing financial assistance for the Project and the Concessionaire, with the written consent of the Authority (NMC), shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.



9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmlessagainst any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the **"Indemnifying Party")** within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per Clause 20 from the Concession Agreement. It is agreed between the Parties that Clause 20 of the Concession Agreement is deemed to be incorporated by reference in this Agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Nashik shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by

implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party ofany obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) months following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Authorized representatives from each of the parties to whom only all communications shall be made are as follows.

1 TP Luminaire Private Limited: Director/ Project Manager
2. Union Bank of India: Brach Manager/ Deputy Manager
3. Nashik Municipal Corporation: CAFO, NMC, Nashik / Executive Engineer, Electrical, NMC, Nashik

A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement. The original copy of the signed Escrow Agreement shall remain with the Authority and the true copies of the same shall be shared with each of the parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of Nashik Municipal Corporation by

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of

1.

2.

*To be affixed in accordance with the articles of association of the Concessionaire

नाशिक महानगरपालिका,नाशिक
जा.क्र./लेखा/वशि/ ५८/२०२१
दिनांक २०/०१/२०२१

प्रति,
शाखा अधिकारी,
युनियन बँक ऑफ इंडिया,
पंचवटी शाखा,
नाशिक.

विषय- नाशिक मनपा चालु खाते दैनंदिन ऑटो स्वीप सुविधेसह उघडणेबाबत.

महोदय,

आपल्या बँकेत नाशिक महानगरपालिकेचे खालील नमुद नावाने नवीन चालु खाते उघण्यात यावे.

अ.क्र.	खात्याचे नाव
१	NMC SOLAR POWER ENERGY SAVING ESCROW FUND
२	NMC SMART LIGHTING ENERGY SAVING ESCROW FUND

सदर खात्यास किमान शिल्लक र.रु. २५०००/- ठेवून उर्वरित रक्कम एक लाखाच्या पटीत ऑटो स्वीप मुदत ठेवीत गुंतवणूक करण्यात यावी. तसेच सदरची सुविधा ही दैनंदिन स्वरुपात LIFO पध्दतीत असावी.

ठराव क्रमांक १६६ दि. २९/१०/१९८८ अन्वये, महाराष्ट्र महानगरपालिका अधिनियम चे कलम ८४(१) मधील तरतूदीनुसार नाशिक महानगरपालिकेची निरनिराळया बँकेत असलेल्या खात्यांमधुन रकमा प्रदान करण्याचे अधिकार खालील अधिका-यांना देण्यात आलेले आहेत.

१) मुख्य लेखा व वित्त अधिकारी किंवा उप मुख्य लेखाधिकारी/वरिष्ठ लेखापाल
आणि
२) उप आयुक्त (कर) किंवा उप आयुक्त (उदयान) किंवा उप आयुक्त (समाजकल्याण)

उपरोक्त संबंधित अधिका-यांच्या नमुना स्वाक्षरी खालील प्रमाणे आपणाकडे पाठविणेत येत आहे.

आयुक्त
नाशिक महानगरपालिका,नाशिक

नमुना स्वाक्षरी

श्री.गुलाब वामन गावित
उप मुख्य लेखा व वित्त अधिकारी
नाशिक महानगरपालिका,नाशिक

श्री.नरेंद्र दि.महाजन
मुख्य लेखा व वित्तअधिकारी
नाशिक महानगरपालिका,नाशिक

श्री.प्रदिप मधुकर चौधरी
उप आयुक्त (कर)
नाशिक महानगरपालिका,नाशिक

किंवा

श्री.शिवाजी कारभारी आमले
उप आयुक्त (उदयान)
नाशिक महानगरपालिका,नाशिक

किंवा

श्रीमती अर्चना अमोल तांबे

From: IN-FM Nashik Smart City KPMG PMU
Sent: Wednesday, January 20, 2021 11:10 AM
To: ee_electrical@nmc.gov.in
Cc: commissioner@nmc.gov.in; ceo@nashiksmartcity.in; se_mech@nmc.gov.in; Rameshchandra Waghmare <eic@nashiksmartcity.in>; Digvijay Patil <dgm-c@nashiksmartcity.in>; Mahendra Kate <pm-e@nashiksmartcity.in>; MAHENDRA SHINDE <cs@nashiksmartcity.in>; Baburao Nirmal <cfo@nashiksmartcity.in>; Oturkar, Amit <amitoturkar@kpmg.com>; Mony, Sebastian <sebastianmony@kpmg.com>; IN-FM Nashik Smart City KPMG PMU <in-fmnsckpmgpmu@kpmg.com>
Subject: Project Progress Report for Nashik Smart Street light Project

Project Progress Report

Project Name	Nasik Smart Lighting
Name of the Concessionaire	Tata Power LuminairePvt. Ltd.
Work Order Date	20th August 2019
Go Live Date	30th November 2020

Project Progress Report

Project Name	Nasik Smart Lighting
Name of the Concessionaire	Tata Power Luminaire Pvt. Ltd.
Work Order Date	20th August 2019
Go Live Date	30th November 2020

I. RFP Requirements:

- **RFP Clause 4.4 Concessionaire Project Structure- Project Coverage,**

: Concessionaire (TPLL) to install-

i. 90 watt and above fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)

ii. 90 watt below fixtures should have group on-off control and group dimming. Individual dimming and group/individual addressing is optional.

iii. CSLMS Feeder Control Panels

iv. CSLMS Street light controller

v. CSLMS Software

vi. CSLMS Hardware (which shall be compatible with smart city Command Control center software)

- **RFP clause 4.4 Concessionaire Project Structure- Payment Security :** Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly, and baseline will be revised pro-rata for the interim period.

- **RFP Clause 4.9 Energy Baseline Determination** : The concessionaire to undertake the field survey of the street lighting fixtures covered in the project area to accomplish - Baseline Energy Consumption and Energy Savings for the Nashik City

- **RFP Clause 4.11 : Special Conditions of Tender**

- **RFP Clause 4.12 Assessment of lighting load**

- **RFP Clause 4.15 Helpdesk Setup**

- **RFP Clause 4.19 Reporting** : As per this clause it is mandatory for the concessionaire to submit monthly report to the NMC (Authority).

II. Work Progress / Documents Submitted

➢ Month wise Installation Progress

Month	Final QTY	QTY installed (Fixtures)	QTY of GLM	QTY installed (GLM)	QTY of ILM	QTY installed (ILM)	% Progress Fixtures	% Progress GLM	% Progress ILM
March	93022	36886	1525	NA	NA	NA	39.65	NA	NA
April	93022	38875	1525	NA	NA	NA	41.79	NA	NA
May	93022	42199	1525	NA	NA	NA	45.36	NA	NA
June	93022	46930	1525	NA	NA	NA	50.45	NA	NA
July	93022	52265	1525	189	NA	NA	56.19	NA	NA
Aug	93022	60881	1525	303	4776	NA	65.45	19.87	NA
Sept	93022	70471	1525	637	4776	NA	75.76	41.77	NA
Oct	93022	76241	1525	986	4776	NA	**81.96**	64.66	NA
Nov	93022	78505	1525	1254	4776	1800	84.39	**82.23**	37.69

Source :

1. Weekly progress report submitted by the concessionaire
2. Daily installation tracker

➢ Progress on GO LIVE date- 30th November 2020

Progress on 30th Nov'2020
(Source: Weekly Report No. 46(23rd-29th Nov'2020) by TPLL)

Item	Qty	% Completion
Fixture Quantity as per Design	93022	----
Installed	78505	84.39
GLM Quantity as per design	1525	----
GLM installed	1254	82.23
ILM Quantity as per design	4776	----
ILM installed	2470	51.71

Progress on 30th Nov'2020.
(Source: Installation sign of done by JE/DE of Electrical Dept, NMC)

Item	Qty	% Completion
Fixture Quantity as per Design	93022	----
Installed Fixture Quantity	78505	84.39
Installation Sing off	69347	74.54%
GLM Quantity as per Design	1525	----
GLM installed	1254	82.23
Installation Sign off	728	47%

PMC needs "installation sign off reports" to be provided by TPLPL for final concurrence to mention that 80% installation has been completed.

III. Observations:

a) As stated in the RFP clause no. 4.4- Concessionaire Project Structure: Payment Security, post completion of 80% of installation the concession period would be commenced.

b) As per submission of the Concessionaire (TPLPL) via Weekly Report No. 46(23rd-29th Nov'2020) submitted by email dt. 30/11/2020, TPLPL has installed fixture quantity of 78505 out of total 93022 and GLM quantity of 1254 out of 1525.

c) If weekly report submitted by the concessionaire considered as basis, then it can be inferred that by 30th November 2020, 80% installation of fixtures and GLM panels has been completed. Concession period can be commenced from 1st December 2020 provided TPLPL complies with points mentioned below, which are essential to compute energy saving calculations and monthly invoicing of the Concessionaire (TPLPL).

d) Submission / tasks to be completed by TPLPL for commencement of concession period and monthly invoicing:

i. As per finalized illumination design, total quantity of ILMs (CSLMS Street light controller) to be installed is 4776. TPLL to install 80% of ILMs i.e. 3820.

ii. Onboarding and Integration of fixtures, GLM Panels and ILMs with software solution to be completed: 80% of total quantity of fixtures, GLM Panels and ILMs shall be onboarded and integrated with software solution so that the whole street light system can be monitored from Command and Control Center of the project, operation and maintenance work can be carried out , monthly energy saving report can be downloaded ,compliance with respect to Service Level Agreements can be followed and penalties can be calculated.
(link of the dashboard: *http://smartlights.iot.tatacommunications.com/login*).
The Screenshot has been annexed in the submission (on page 7 & 8)

Onboarding and Integration with Software Solution as on 13.1.2021
(Source: Dashboard provided by the concessionaire)

Item	Total Quantity	Quantity Onboarded	%
Fixtures	93022	62360	67.03
GLM	1525	1228	80.52
ILM	4776	996	20.85

iii. Approval on Baseline and Energy Saving Calculations: TPLPL to submit installation sheets, signed by respective NMC officials as per the administrative divisions, in the prescribed format stating details of i) existing fixtures of NMC and ii) new LED fixtures replaced by TPLPL. In addition to this, as per RFP Clause 4.12, Assessment of Lighting Load, pg. 63, TPLPL shall also provide details of old load and new load on each switching point/GLM panel. This is essential to review and verify the baseline and energy saving calculations shared by TPLPL vide letter TPLL-NMC-SC/08-168 dt. 6/01/21.

iv. Integration of NMC e-connect application with complaint Management System created by the TPLPL for redressal of grievances, computation of monthly reports and compliance of SLAs and calculation of penalties.

v. TPLPL shall provide reports to the Authority as per RFP Clause 4.19 and Concession Agreement Clause 31. In addition to this, authority might ask for reports with respect to alerts or any other monitoring parameter for calculation of penalties as per SLAs, verification of energy savings, etc. TPLPL shall provide the same within the stipulated time.

vi. Details of Helpdesk setup by the concessionaire, as per RFP Clause 4.15- Helpdesk Setup, for 24*7 for monitoring of O&M work during the entire concession period

vii. Details of teams deployed for O&M work in each division with escalation matrix, contact details, availability of vehicles, etc.

viii. Compliance with respect to RFP Clause 4.11, Special Conditions of Tender to undertake comprehensive operation and maintenance of street lighting network for Pan City Area

e) Pending Work to be completed by TPLPL:

(i) Remaining installation of around 4913 LEDs

(ii) Completion of Command and Control Center : wiring work at entry gate, resolution of video wall solution, model streetlights with dimming at CCC, changes in the dashboard as suggested.

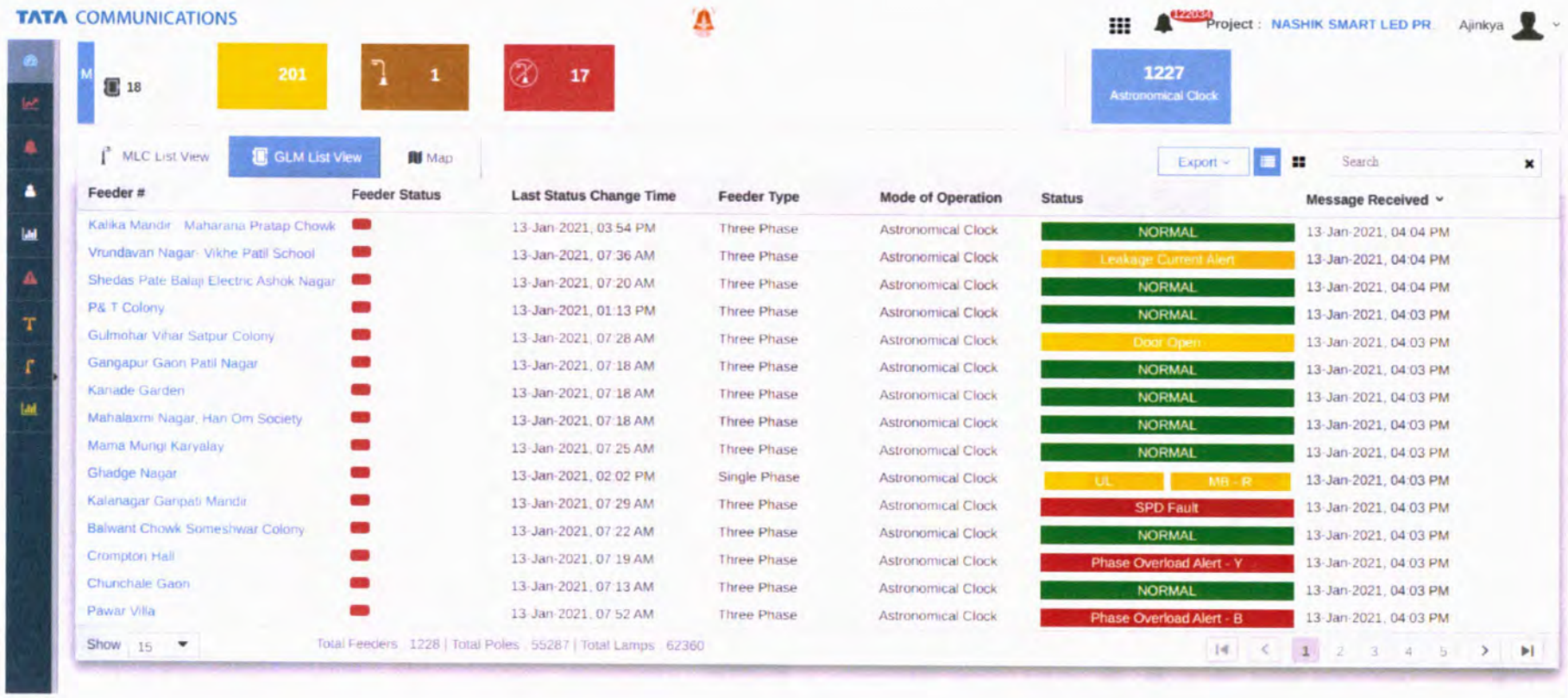
(iii) Submission of SLDs.

(a) Total: 1525
(b) Submitted : 733
(c) Balance: 792

(iv) Completion of pole numbering activity

(a) Total: 80185
(b) Completed : 25045
(c) Balance: 55140


TATA COMMUNICATIONS
TP LUMINAIRE
12034
Project : NASHIK SMART LED PR
Ajinkya
City
Nashik
Division
All Division
Ward
All Ward
Switch Point
All Switch Point
Apply
Status
Alerts
M
L
C
0
877
119
866
35
93
0
21
75
44
Mode of Operation
727
257
Astro-Calendar Mode
4
Manual Mode
8
Factory Mode
Status
Alerts
G
L
M
30
1180
18
44
18
4
0
6
165
1
103
8
4
201
4
Mode of Operation
1
0
0
1227
Astronomical Clock


TATA COMMUNICATIONS
Project : NASHIK SMART LED PR
Ajinkya
18
201
1
17
1227
Astronomical Clock
MLC List View
GLM List View
Map
Export
Search
Feeder #
Feeder Status
Last Status Change Time
Feeder Type
Mode of Operation
Status
Message Received
Kalika Mandir , Maharana Pratap Chowk 13-Jan-2021, 03:54 PM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:04 PM
Vrundavan Nagar- Vikhe Patil School 13-Jan-2021, 07:36 AM Three Phase Astronomical Clock Leakage Current Alert 13-Jan-2021, 04:04 PM
Shedas Pate Balaji Electric Ashok Nagar 13-Jan-2021, 07:20 AM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:04 PM
P& T Colony 13-Jan-2021, 01:13 PM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:03 PM
Gulmohar Vihar Satpur Colony 13-Jan-2021, 07:28 AM Three Phase Astronomical Clock Door Open 13-Jan-2021, 04:03 PM
Gangapur Gaon Patil Nagar 13-Jan-2021, 07:18 AM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:03 PM
Kanade Garden 13-Jan-2021, 07:18 AM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:03 PM
Mahalaxmi Nagar, Han Om Society 13-Jan-2021, 07:18 AM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:03 PM
Mama Mungi Karyalay 13-Jan-2021, 07:25 AM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:03 PM
Ghadge Nagar 13-Jan-2021, 02:02 PM Single Phase Astronomical Clock UL MB - R 13-Jan-2021, 04:03 PM
Kalanagar Ganpati Mandir 13-Jan-2021, 07:29 AM Three Phase Astronomical Clock SPD Fault 13-Jan-2021, 04:03 PM
Balwant Chowk Someshwar Colony 13-Jan-2021, 07:22 AM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:03 PM
Crompton Hall 13-Jan-2021, 07:19 AM Three Phase Astronomical Clock Phase Overload Alert - Y 13-Jan-2021, 04:03 PM
Chunchale Gaon 13-Jan-2021, 07:13 AM Three Phase Astronomical Clock NORMAL 13-Jan-2021, 04:03 PM
Pawar Villa 13-Jan-2021, 07:52 AM Three Phase Astronomical Clock Phase Overload Alert - B 13-Jan-2021, 04:03 PM
Show 15
Total Feeders : 1228 | Total Poles : 55287 | Total Lamps : 62360
1 2 3 4 5

KPMG Advisory Services Private Limited
Lodha Excelus
1st Floor, Apollo Mills Compound
N. M. Joshi Marg, Mahalaxmi
Mumbai – 400 011, India

Telephone: +91(22) 3989 6000
Fax: +91 (22) 3983 6000
Internet: www.in.kpmg.com/in
Email: indiawebsite@kpmg.com

Letter no: PMC/461/2020-21 **Date: 21st January 2021**

To,
Chief Executive Officer, NMSCDCL
3rd Floor, Loknete Panditrao Khaire Bhavan,
Divisional office, Panchavati,
Nashik - 422003

SE (Electrical & Mechanical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik 422002

Name of the work : Street Light

Subject : Recommendation on compliance by TP Luminaire Pvt. Ltd. regarding Project-Nasik Smart Lighting

Dear Sir,

Please find attached recommendation on compliance by TP Luminaire Pvt. Ltd. regarding Project- Nasik Smart Lighting.

Submitting hereby for further actions.

Regards,

Project Director
PMC

KPMG Advisory Services Private Limited, an Indian private limited company and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International") a Swiss entity.

₹ 2860

Project Progress Report

Project Name	Nasik Smart Lighting
Name of the Concessionaire	TP Luminaire Pvt. Ltd.
Work Order Date	20th August 2019
Go Live Date	30th November 2020

I. RFP Requirements:

- **RFP Clause 4.4 Concessionaire Project Structure- Project Coverage,**

: Concessionaire (TPLL) to install-

i. 90 watt and above fixtures should have Individual On-off Control, Individual dimming and individual addressing (On/Off/Fault, Fault type, voltage, current, wattage and Power Factor per phase)

ii. 90 watt below fixtures should have group on-off control and group dimming. Individual dimming and group/individual addressing is optional.

iii. CSLMS Feeder Control Panels

iv. CSLMS Street light controller

v. CSLMS Software

vi. CSLMS Hardware (which shall be compatible with smart city Command Control center software)

- **RFP clause 4.4 Concessionaire Project Structure- Payment Security :** Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly, and baseline will be revised pro-rata for the interim period.

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Source :

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(iv) Completion of pole numbering activity

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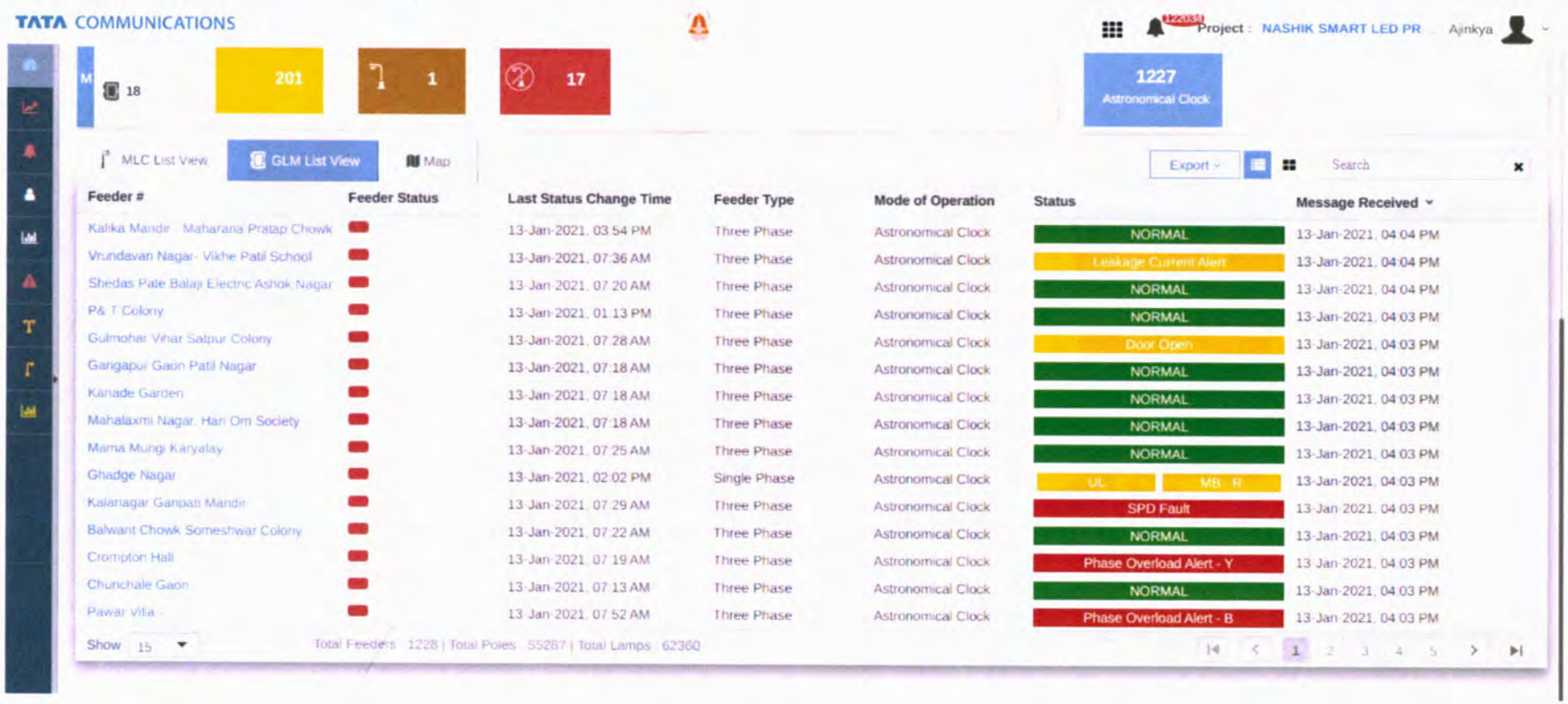
(c) Balance: 55140


TATA COMMUNICATIONS
TP LUMINAIRE
+22034
Project : NASHIK SMART LED PR
Apnkya
City
Nashik
Division
All Division
Ward
All Ward
Switch Point
All Switch Point
Apply
Status
0
877
119
Alerts
866
35
93
0
21
75
44
Mode of Operation
727
257
4
Manual Mode
8
Factory Mode
Status
30
1180
18
Alerts
44
18
4
0
6
165
1
103
8
4
201
4
Mode of Operation
1
0
0
1227
Astronomical Clock


TATA COMMUNICATIONS
Project : NASHIK SMART LED PR
Ajinkya
M
18
201
1
17
1227
Astronomical Clock
MLC List View
GLM List View
Map
Export
Search
Feeder #
Feeder Status
Last Status Change Time
Feeder Type
Mode of Operation
Status
Message Received
Kalika Mandir - Maharana Pratap Chowk
13-Jan-2021, 03:54 PM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:04 PM
Vrundavan Nagar- Vikhe Patil School
13-Jan-2021, 07:36 AM
Three Phase
Astronomical Clock
Leakage Current Alert
13-Jan-2021, 04:04 PM
Shedas Pate Balaji Electric Ashok Nagar
13-Jan-2021, 07:20 AM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:04 PM
P& T Colony
13-Jan-2021, 01:13 PM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:03 PM
Gulmohar Vihar Satpur Colony
13-Jan-2021, 07:28 AM
Three Phase
Astronomical Clock
Door Open
13-Jan-2021, 04:03 PM
Gangapur Gaon Patil Nagar
13-Jan-2021, 07:18 AM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:03 PM
Kanade Garden
13-Jan-2021, 07:18 AM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:03 PM
Mahalaxmi Nagar, Hari Om Society
13-Jan-2021, 07:18 AM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:03 PM
Mama Mungi Karyalay
13-Jan-2021, 07:25 AM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:03 PM
Ghadge Nagar
13-Jan-2021, 02:02 PM
Single Phase
Astronomical Clock
UL
MB - R
13-Jan-2021, 04:03 PM
Kalanagar Ganpati Mandir
13-Jan-2021, 07:29 AM
Three Phase
Astronomical Clock
SPD Fault
13-Jan-2021, 04:03 PM
Balwant Chowk Someshwar Colony
13-Jan-2021, 07:22 AM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:03 PM
Crompton Hall
13-Jan-2021, 07:19 AM
Three Phase
Astronomical Clock
Phase Overload Alert - Y
13-Jan-2021, 04:03 PM
Chunchale Gaon
13-Jan-2021, 07:13 AM
Three Phase
Astronomical Clock
NORMAL
13-Jan-2021, 04:03 PM
Pawar Villa
13-Jan-2021, 07:52 AM
Three Phase
Astronomical Clock
Phase Overload Alert - B
13-Jan-2021, 04:03 PM
Show 15
Total Feeders : 1228 | Total Poles : 55287 | Total Lamps : 62360
1 2 3 4 5

∞

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the 20th day of Jan 20..21..

AMONGST

1 TP Luminaire Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Mithona Towers-1, 1-7-80 to 87, Prenderghast Road, Secunderabad, Telangana 500003 (Hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2 Union Bank of India, a Body of Corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its registered head office at 239,Vidhan Bhavan Marg, Nariman Point, Mumbai -400021 (Hereinafter referred to as the **"Escrow Bank"** which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik (hereinafter referred to as the **"Authority"** which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated 20th August 2019 with the Concessionaire (the **"Concession Agreement"**) for Project at Nashik, Maharashtra on Design, Build, Finance, Operate, Maintain, Monetize and Transfer (DBFOMMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to

TP LUMINAIRE PRIVATE LIMITED

the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession** Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually;

"**Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).
"Vesting Certificate" means a certificate issued by the Authority confirming the satisfactory completion or part completion of work awarded to the Contractor as on date of the termination of contract along with the amount due to the contractor from the escrow account after required deductions as per Clause 4.2 herein below.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

TP LUMINAIRE PRIVATE LIMITED

428 cc

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire and applied in accordance with the terms of this Agreement. No person other than the Authority and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Concessionaire shall open and establish the Escrow Account with the Panchvati, Nashik Branch of the Escrow Bank.
The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For

TP LUMINAIRE PRIVATE LIMITED

the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses. Such fees and expenses shall be equally borne by the Concessionaire and Authority.

2.5 Rights of the parties

The rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deleted

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) The Authority agrees and undertakes that, upon opening of the Escrow Bank Account, the Authority shall forthwith deposit the amount equivalent to three (3) month of electricity bills of the period prior to implementation of the Project ; After that for each month, the Authority will deposit an amount equal to last month of MSEDCL's bill x 100 / (100 - guaranteed saving quoted by the Concessionaire).

And

(b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Authority's Account _____(interest account) annually.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 Within a first week of every month, the Concessionaire, will raise the invoice with the Escrow Bank and the Authority for verification. The Authority shall verify the invoice and issue release order by 21st day of the same month. The Escrow Bank, after receiving release order from the Authority shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-

Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s). If the Authority, post raising such invoice by the Concessionaire, doesn't issue release order by 21st day of the same month, the Escrow Bank shall forthwith process the invoice and release the payment from Escrow Account as per the following order as given below.

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the project as applicable as per law

(c) Authority's revenue share due and payable to the Authority out of revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Deleted

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Authority.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) MSEDCL electricity bill payment

(b) All government taxes due and payable by the Concessionaire for and in respect of the Project as applicable as per law

(c) Authority Revenue share due and payable to the Authority out of Revenue generated by Energy saving

(d) All penalty, payments and Damages certified by the Authority as due and payable to it by the Concessionaire; and

(e) Deleted

(f) Share in Energy saving revenue to Concessionaire, Subject to deduction if any

(g) Balance, if any, in accordance with the instructions of the Authority

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 33 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 In the event of default by the Authority under this Agreement, the provisions of Clause 11 of the Concession Agreement shall apply.

(a) Deleted

(b) Deleted

(c) Deleted

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect as per the clause 4 of the Concession Agreement (7 years), unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, and with the written consent of the Authority (NMC), terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 Deleted

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party")** within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per Clause 20 from the Concession Agreement. It is agreed between the Parties that Clause 20 of the Concession Agreement is deemed to be incorporated by reference in this Agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Nashik shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the

Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 **Survival**

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) months following the date of such termination or expiry of this Agreement.

11.8 **Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 **Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 **Notices**

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

TPLUMINAIRE PRIVATE LIMITED

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11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Authorized representatives from each of the parties to whom only all communications shall be made are as follows.

1 TP Luminaire Private Limited: Director/ Project Manager
2. Union Bank of India: Brach Manager/ Deputy Manager
3. Nashik Municipal Corporation: CAFO, NMC, Nashik / Executive Engineer, Electrical, NMC, Nashik

A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement. The original copy of the signed Escrow Agreement shall remain with the Authority and the true copies of the same shall be shared with each of the parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

TP LUMINAIRE PRIVATE LIMITED
ONE BOULEVARD, 3RD FLOOR,
LAKE BOULEVARD STREET,
HIRANANDANI BUSINESS PARK,
POWAI, MUMBAI 400076

TP LUMINAIRE PRIVATE LIMITED

SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED For and on behalf of Nashik Municipal Corporation by

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of

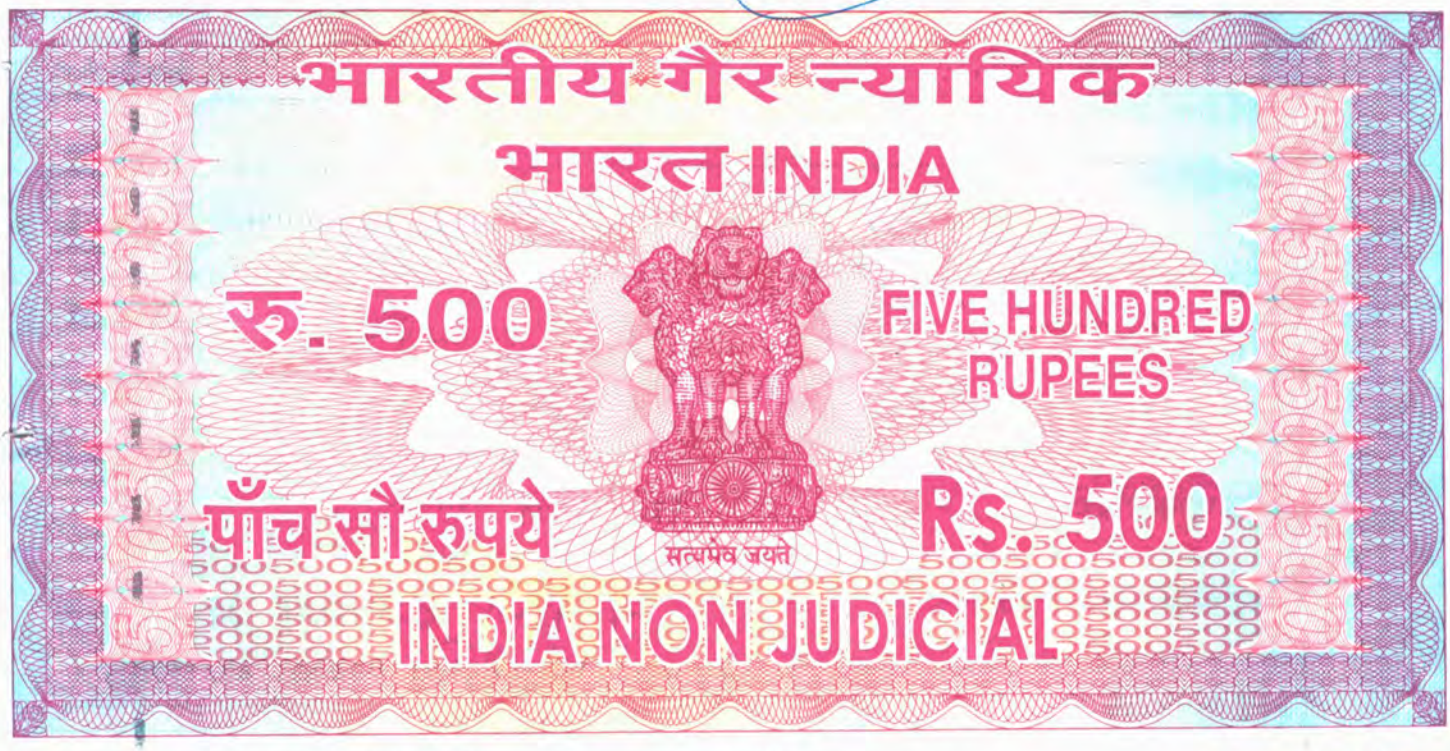
1.

2.

*To be affixed in accordance with the articles of association of the Concessionaire



9 2423



महाराष्ट्र MAHARASHTRA ◐ 2020 ◐ AZ 121806

TREASURY OFFICE NASIK
06 JAN 2021
ATO

This document is a part and parcel of Escro Agreement and executed on 20/01/2021

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जोडपत्र क्र. २

दस्ताचा प्रकार/ अनुच्छेद	अंडरटेकींग
दस्त नोंदणी करणार आहात का?	-
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव	-
मिळकतीचे वर्णन	-
मोबदला	
मुद्रांक विकत घेणाराचे नाव	टी. पी. भूमिनिमर प्रा. लि. मुंबई नाका नाशिक
दुसऱ्या पक्षकाराचे नाव	म्युनिसिपल कोर्ट नाशिक
हस्ते असल्यास त्याचा नाव व पत्ता	नानाजी देवीदास माणकाप पंचशिल नगर नाशिक
मुद्रांक शुल्क रक्कम	५००
मुद्रांक विक्री नोंद वही क्रमांक व दिनांक	२७२२८, दि. ०१/०१/२०२१
मुद्रांक विकत घेणाराची सही	
परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता	संजय सुरेश्वर गांगुर्डे मुद्रांक विक्रेता (परवाना क्र.८३/२००१) गुरुकृपा, शिवाजी रोड, सीबीएस, नाशिक

TP LUMINAIRE

4 2423

TPLL-NMC-SC/08-174 **Date: 22/01/2021**

To,

Hon. Municipal Commissioner,
Nashik Municipal Corporation
Rajiv Gandhi Bhavan, Sharanpur Road
Nashik 422002

Kind Attention: Shri Kailash Jadhav, IAS

Sub: Project: Smart LED Street Light - Hardship faced due to Financial Crunch by System Integrator, Impact of Covid-19 / other delays

Ref:
1. Work Order no HO.03 dated 20th August 2019
2. TPLL-NMC-SC/08-148 dated 23rd November 2020
3. TPLL-NMC-SC/08-148 dated 23rd November 2020
4. TPLL-NMC-SC/08-159 dated 14th December 2020

Respected Sir,

This is in continuation to our aforesaid communications, wherein we have highlighted the various impacts and the consequent losses suffered by the Concessionaire.

We reiterate that since the inception stage, there were various issues/constraints faced which were beyond our control and the authorities were requested to provide timely resolutions for minimizing the said delays. Also, the project suffered due to outbreak of Covid-19 pandemic/ lockdown restrictions from Mar'20 and the works could not be completed as per the original completion date. In order to complete the installation works, the Concessionaire had to extend its stay on the project, thus delaying the realization of Energy Savings. **All our vendor had been serving to citizen of Nashik in Pandemic time at their capabilities and risking their lives. Even in Pandemic,** with additional Cost & efforts, we arranged necessary machineries and alternatives to support emergency service of Street lights. Vendors had to make extra payment to retain appropriate skills of manpower. **Vendor has been starving for payment of the served period as we have not been able to make payment to them due to crunches of the fund awaiting realization of payment from NMC.**

Accordingly, we have requested your office to pay our entitled/ due payments towards our share of energy savings for the period of **May'20 to Nov-20 (Invoice Month June'20 to Dec'20) which amounts to Rs. 10.11 cr. and to issue the completion certificate for installation works as on 30th Nov 2020. Apart from this, we had incurred additional expenses amounting to Rs. 0.46 cr. towards idling of deployed resources due to Covid-19 outbreak** and the same have been submitted for your kind consideration.

Further, you may please appreciate that this being a PPP model project, the Concessionaire has made huge investments to substantially complete the installation works, without receiving any monetary

EE (elect)
PMC
for A. ar pl.
25/01/2021

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

Put up with file
25/1/2021

benefits from the Authority. Moreover, the **cash flows of the project have been severely affected and we are facing difficulty to repay our vendors and to receive further funding from our banks/financial institutions. We anticipate that the works may come to a halt by itself unless immediate financial support is extended by your good office.**

Considering to above, we request you to pay our claim towards our share of energy savings from Jun'20 till date as summarized in below table:

Sr. No.	Energy Saving Month	Billing Month	TPLL Share (in Rs.)
	A) Losses of our share of Energy savings		
1	May'20	Jun'20	98,17,355.66
2	Jun'20	Jul'20	1,03,31,469.96
3	Jul'20	Aug'20	1,16,82,326.24
4	Aug'20	Sep'20	1,36,76,873.90
5	Sep'20	Oct'20	1,56,04,367.71
6	Oct'20	Nov'20	1,77,28,500.63
7	Nov'20	Dec'20	1,83,12,192.61
	B) Additional Costs due to Covid 19 Restrictions		
8		Mar – June 2020	46,00,000.00
	Total		**10,11,53,086.70**

The detailed calculations for the same have been annexed herewith under Appendix A.

In the aforesaid background, **we solicit your support and look forward for the earliest release of the said amounts in the best interests of the project.**

Thanking you and assuring you of our best services at all times.

Yours faithfully,

Rajendra Inani
Business Unit Head- Smart City
For TP Luminaire Private Limited

CC:

1) **Shri S. M Chavanke, Superintendent Engineer (E & M)**

Enclosure:

1. TPL Letter no: **TPLL-NMC-SC/08-159 dt. 14th Dec-20**
2. Appendix A

TP LUMINAIRE

TPLL-NMC-SC/08-159 **Date: 14/12/2020**

To,
The Superintendent Engineer (E & M)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Ref: 1. Work Order no HO.03 dated 20th August 2019
2. TPLL-NMC-SC/08-148 dated 23rd November 2020
3. TPLL-NMC-SC/08-148 dated 23rd November 2020

Sub: Impact of Covid 19 / other delays – Consequent Losses due to delay in realization of Energy Savings.

Dear Sir,

We refer to the above subject and wish to deliberate further on the various impacts / Losses being faced by the concessionaire under this ESCO model.

1. At the outset, we draw your attention to the concession agreement executed between the parties. The aforesaid agreement is based on PPP model, wherein the Concessionaire is required to invest the capital for the installation of LED streetlights and incur the expenditure for the execution of the project, without receiving any revenue from the Authority. In return, the Concessionaire will be entitled only to its share of energy savings fee and operation & maintenance fee during the O&M period.

2. Further, the Concessionaire had anticipated that the installation works will be completed as per the original completion date i.e. Jun'20. However, right from the commencement of the project, we have been facing various issues/ constraints which are beyond the control the control of TPLL. In this regards, we have been requesting the Authorities from time to time to provide resolutions and at the same time we were making our best efforts to mitigate the said delays.

3. To compound the said delays caused, the project also suffered due to outbreak of Covid 19 pandemic / lockdown restrictions beyond Mar 2020 and we could not finish the installation works by June 2020. As a result, the Concessionaire had to extend its stay for the completion of the installation works, thus deprived of raising invoices for Energy Savings for the already installed LED fixtures. On the other hand, we had also incurred additional expenses of INR 0.46 Cr towards idling of our deployed resources and the same have been submitted / under consideration with your good offices.

TP LUMINAIRE

4. Despite these constraints, we had completed installation of near to 90% of LED fixtures by end of Nov 2020; thus making us also eligible for the completion certificate apart from the delays / losses in realization of our share of Energy savings. We are following up for the same with your good offices.

5. We had completed substantially the installation works by making huge investments and is currently facing substantial cash flow problems due to extended installation phase / delay in energy savings for reasons not attributable to us. On the other hand, NMC has been enjoying the energy savings / other benefits of installed fixtures.

6. Nevertheless, in the best interest of the citizens of Nashik, we have continued to perform / inducing funds.

7. In view of the aforesaid background, you may please appreciate that the cash flows have been severally affected making it financially non-viable for TPLL. In addition, we are also facing issues from banks/ financial institutions to further fund the project. We anticipate that the works may come to a halt by itself unless immediate financial support is extended by your good offices.

8. Accordingly, we request you to pay our entitled / due amounts towards our share of energy savings from Jun'20 till date as summarized in below table and also request your good offices to issue completion certificate for installation works as on 30th Nov 2020:

Sr. No.	Billing Month	TPLL Share (in Rs.)
A) Losses of our share of Energy savings		
1	Jun'20	98,17,355.66
2	Jul'20	1,03,31,469.96
3	Aug'20	1,16,82,326.24
4	Sep'20	1,36,76,873.90
5	Oct'20	1,56,04,367.71
6	Nov'20	1,77,28,500.63
7	Dec'20	1,83,12,192.61
B) Additional Costs due to Covid 19 Restrictions		
8	Mar – June 2020	46,00,000.00
Total		**10,11,53,086.70**

The detailed calculations for the same have been annexed herewith under Appendix A.

We trust that our above submission is in order and look forward for an earliest release of the said amounts in the best interests of the project.

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

2439

Thanking you and assuring you of our best services at all times.

Yours faithfully,

Rajendra Inani
Business Unit Head- Smart City
For TP Luminaire Private Limited

CC:

1) Shri Kailash Jadhav, IAS (Honorable Municipal Commissioner, Nashik)

Enclosure: Appendix A

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
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CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

Annexure-1								
Billing Month	**June'20**	**July'20**	**Aug'20**	**Sep'20**	**Oct'20**	**Nov'20**	**Dec'20**	**Total Amount**
Bill Ammount	1,03,34,058.59	1,08,75,231.54	1,22,97,185.51	1,43,96,709.37	1,64,25,650.22	1,86,61,579.61	1,86,54,186.02	**10,16,44,600.85**
NMC Share	5,16,702.93	5,43,761.58	6,14,859.28	7,19,835.47	8,21,282.51	9,33,078.98	9,32,709.30	**50,82,230.04**
TPLL Share	**98,17,355.66**	**1,03,31,469.96**	**1,16,82,326.24**	**1,36,76,873.90**	**1,56,04,367.71**	**1,77,28,500.63**	**1,77,21,476.72**	**9,65,62,370.81**

Energy Saving based on the installation up to May'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	7779	213537.4395	79579.17	133958.2695		8,86,803.74
96	110.4	40	11122	418703.2608	151704.08	266999.1808		17,67,534.58
150	172.5	55	15823	930748.4175	296760.365	633988.0525		41,97,000.91
250	287.5	85	7433	728712.7375	215445.505	513267.2325		33,97,829.08
250	287.5	110	122	11960.575	4576.22	7384.355		48,884.43
400	460	170	55	8627.3	3188.35	5438.95		36,005.85
Total			42334	2312289.73	751253.69	1561036.04		1,03,34,058.59

Bill Ammount for June'20	1,03,34,058.59
NMC Share	5,16,702.93
TPLL Share	98,17,355.66

4 2434

Energy Saving based on the installation up to June'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	8340	221552.1	82566	138986.1		9,20,087.98
96	110.4	40	15110	550487.52	199452	351035.52		23,23,855.14
150	172.5	55	16272	926283.6	295336.8	630946.8		41,76,867.82
250	287.5	85	7502	711752.25	210431.1	501321.15		33,18,746.01
250	287.5	110	122	11574.75	4428.6	7146.15		47,307.51
400	460	170	55	8349	3085.5	5263.5		34,844.37
400	460	210	98	14876.4	6791.4	8085		53,522.70
Total			47499	2444875.62	802091.4	1642784.22		1,08,75,231.54

Bill Ammount for July'20	1,08,75,231.54
NMC Share	5,43,761.58
TPLL Share	1,03,31,469.96

4 2436

Energy Saving based on the installation up to July'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	10518	288724.359	107599.14	181125.219		11,99,048.95
96	110.4	40	16362	615970.3968	223177.68	392792.7168		26,00,287.79
150	172.5	55	17367	1021570.358	325718.085	695852.2725		46,06,542.04
250	287.5	85	7903	774790.3625	229068.455	545721.9075		36,12,679.03
250	287.5	110	321	31470.0375	12040.71	19429.3275		1,28,622.15
400	460	170	55	8627.3	3188.35	5438.95		36,005.85
400	460	210	202	31685.72	14465.22	17220.5		1,13,999.71
Total			52728	2772838.533	915257.64	1857580.893		1,22,97,185.51

Bill Ammount for Aug'20	1,22,97,185.51
NMC Share	6,14,859.28
TPLL Share	1,16,82,326.24

4238

Energy Saving based on the installation up to Aug'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	12340	338739.17	126238.2	212500.97		14,06,756.42
96	110.4	40	18246	686896.2144	248875.44	438020.7744		28,99,697.53
150	172.5	55	20655	1214978.738	387384.525	827594.2125		54,78,673.69
250	287.5	85	8964	878808.15	259821.54	618986.61		40,97,691.36
250	287.5	110	438	42940.425	16429.38	26511.045		1,75,503.12
400	460	170	210	32940.6	12173.7	20766.9		1,37,476.88
400	460	210	356	55842.16	25493.16	30349		2,00,910.38
Total			61209	3251145.457	1076415.945	2174729.512		1,43,96,709.37

Bill Ammount for Sep'20	1,43,96,709.37
NMC Share	7,19,835.47
TPLL Share	1,36,76,873.90

9293

Energy Saving based on the installation up to Sep'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	13144	349170.36	130125.6	219044.76		14,50,076.31
96	110.4	40	22080	804418.56	291456	512962.56		33,95,812.15
150	172.5	55	22432	1276941.6	407140.8	869800.8		57,58,081.30
250	287.5	85	9505	901786.875	266615.25	635171.625		42,04,836.16
250	287.5	110	1270	120491.25	46101	74390.25		4,92,463.46
400	460	170	595	90321	33379.5	56941.5		3,76,952.73
400	460	210	583	88499.4	40401.9	48097.5		3,18,405.45
400	460	250	387	58746.6	31927.5	26819.1		1,77,542.44
250	287.5	80	102	9677.25	2692.8	6984.45		46,237.06
250	287.5	120	116	11005.5	4593.6	6411.9		42,446.78
400	460	150	76	11536.8	3762	7774.8		51,469.18
400	460	180	182	27627.6	10810.8	16816.8		1,11,327.22
Total			70472	3750222.795	1269006.75	2481216.045		1,64,25,650.22

Bill Ammount for Oct'20	1,64,25,650.22
NMC Share	8,21,282.51
TPLL Share	1,56,04,367.71

Energy Saving based on the installation up to Oct'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	13459	369456.2795	137685.57	231770.7095		15,34,322.10
96	110.4	40	24791	933291.9024	338149.24	595142.6624		39,39,844.43
150	172.5	55	23826	1401504.885	446856.63	954648.255		63,19,771.45
250	287.5	85	10027	983022.0125	290632.595	692389.4175		45,83,617.94
250	287.5	110	1749	171467.5875	65604.99	105862.5975		7,00,810.40
400	460	170	725	113723.5	42028.25	71695.25		4,74,622.56
400	460	210	587	92076.82	42035.07	50041.75		3,31,276.39
400	460	250	429	67292.94	36572.25	30720.69		2,03,370.97
250	287.5	80	112	10980.2	3055.36	7924.84		52,462.44
250	287.5	120	289	28332.8375	11825.88	16506.9575		1,09,276.06
400	460	150	216	33881.76	11048.4	22833.36		1,51,156.84
400	460	180	413	64783.18	25349.94	39433.24		2,61,048.05
Total			76623	4269813.904	1450844.175	2818969.729		1,86,61,579.61

Bill Ammount for Nov'20	1,86,61,579.61
NMC Share	9,33,078.98
TPLL Share	1,77,28,500.63

Energy Saving based on the installation up to Nov'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	13576	360646.44	134402.4	226244.04		14,97,735.54
96	110.4	40	25544	930619.008	337180.8	593438.208		39,28,560.94
150	172.5	55	23906	1360849.05	433893.9	926955.15		61,36,443.09
250	287.5	85	10246	972089.25	287400.3	684688.95		45,32,640.85
250	287.5	110	1817	172387.875	65957.1	106430.775		7,04,571.73
400	460	170	793	120377.4	44487.3	75890.1		5,02,392.46
400	460	210	587	89106.6	40679.1	48427.5		3,20,590.05
400	460	250	429	65122.2	35392.5	29729.7		1,96,810.61
250	287.5	80	115	10910.625	3036	7874.625		52,130.02
250	287.5	120	551	52276.125	21819.6	30456.525		2,01,622.20
400	460	150	227	34458.6	11236.5	23222.1		1,53,730.30
400	460	180	698	105956.4	41461.2	64495.2		4,26,958.22
Total			78489	4274799.573	1456946.7	2817852.873		1,86,54,186.02

Bill Ammount for Dec'20	1,86,54,186.02
NMC Share	9,32,709.30
TPLL Share	1,77,21,476.72

KPMG

KPMG Advisory Services Private Limited
Lodha Excelus
1st Floor, Apollo Mills Compound
N. M. Joshi Marg, Mahalaxmi
Mumbai – 400 011, India

Telephone: +91(22) 3989 6000
Fax: +91 (22) 3983 6000
Internet: www.in.kpmg.com/in
Email: indiawebsite@kpmg.com

Letter no: PMC/470/2020-21 **Date: 29th January 2021**

To,
Chief Executive Officer, NMSCDCL
3rd Floor, Lok Nete Panditrao Khaire Bhavan,
Divisional office, Panchvati,
Nashik-422003

Executive Engineer,
Electrical
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road
Nashik

Subject: Regarding approval on completion of PSCM 60% milestone nos. 3 & 4 (50% and 75% completion)

Reference: Letter no. PMC/129/2020-21, dt.14th July 2020

Dear Sir,

At the onset we would like to thank you for the opportunity to work with you on an ambitious and important project like Smart LED Street Light.

As per the 12th Board meeting of NMSCDCL dated 18th July 2019, the payment terms towards 60 % payment of Project Supervision, Contract Management and Monitoring (PSCM) to PMC are finalized following defined milestones specific to each project as mentioned in the table below:

Sr No	Milestones	Payment
1	Issue of Work Order	20%
2	25% Completion of Project	20%
3	50% Completion of Project	20%
4	75% Completion of Project	20%
5	100% Completion of Project	20%

We would like to inform that under the Project: Nasik Smart Lighting , we have published an RFP, completed process of bid management and on boarding of a vendor. The work order regarding the same has been issued on 20th August 2019.

We would like to inform you that until 21st Jan'2021 out of the total quantity of fixtures i.e. 93022 (as per finalized illumination designs), 79188 fixtures have been installed which

KPMG Advisory Services Private Limited, an Indian private limited company and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International") a Swiss entity.

आवक ... १६२५
दिनांक ३/२/२०२१

श्री ओमसे,
Put up with smart lighting file
रेसा/३/२/२०२१

KPMG Advisory Services Private Limited
Lodha Excelus
1st Floor, Apollo Mills Compound
N. M. Joshi Marg, Mahalaxmi
Mumbai – 400 011, India

Telephone: +91(22) 3989 6000
Fax: +91 (22) 3983 6000
Internet: www.in.kpmg.com/in
Email: indiawebsite@kpmg.com

amounts to 85%. Out of the total quantity of 1525 GLM panels, 1291 panels have been installed which amounts to 84%.

In addition to this, PMC has assisted NMC in finalization of illumination designs, finalization of draft of escrow agreement and opening of an escrow account, onboarding of third pa energy auditor, review and verification of baseline and energy saving calculations. As p the directions of NMC, PMC has also submitted its observations and recommendation vide letter no. PMC/461/2020, dt. 21st Jan'2021 regarding compliance required by the concessionaire- M/s TPLPL for commencement of concession period in the project- Nasik Smart Lighting.

Thus, we would like to get your approval on PMC's completion of PSCM Milestones no. 3 & 4 i.e. 50 % and 75% completion of the project.

Regards,

29/1/2021

Project Director

PMC

29/1/21

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५५५३

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) मा.आयुक्त सो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

६) मा.आयुक्त सो. यांचे कडील दि.१४/१२/२०२० रोजीची प्रकल्प आढावा बैठक.

७) मे.टी.पी.ल्युमिनियर्स प्रा.लि.यांचे पत्र दि.०६/०१/२०२१.

८) प्रकल्प सल्लागार मे.KPMG ॲडव्हायजरी सर्वीसेस यांनी Concession Period सुरु करणे बाबत दिलेला अभिप्राय दि.२१/०१/२०२०

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/११०१ /२०२१
दिनांक ९ / २ /२०२१

आदेश:

नाशिक मनपा क्षेत्रात(पीपीपी मॉडेल) डिझाईन, बिल्ड, फायनान्स, ऑपरेट, मेंटेन, मॉनिटाईझ आणि ट्रान्सफर या तत्वावर मक्तेदार नेमणेसाठी जाहीर ई-निविदेव्दारे मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांना मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ रोजी मंजूर झालेल्या ठरावान्वये दि.२०/०८/२०१९ रोजी मे.टी.पी.ल्युमिनियर्स प्रा.लि.(एसपीव्ही) यांना कार्यादेश देण्यात आला आहे.

निविदा अटी-शर्तींनुसार सदर प्रकल्पासाठी मान्यता घेऊन युनियन बँक ऑफ इंडीया या राष्ट्रीयीकृत बँकेत ESCROW Account उघडण्यात आले आहे. त्यात निविदा अटी-शर्ती नुसार व मनपा करारनामा कलम ४.२ नुसार सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम डिपॉझीट म्हणून मनपा मार्फत जमा करावी लागेल. पथदिपांचे बेसलाईन प्रमाणे(RFP Clause 4.9.1.2,Pg.58) सरासरी तीन महिन्यांची वीज बिलाची रक्कम अंदाजे रु.८.२५ कोटी होत असून सदरची रक्कम ESCROW Account मध्ये डिपॉझीट म्हणून मनपा मार्फत भरणा करण्यात येईल. त्यानंतर ESCROW करारनाम्याच्या Clause 3.2 प्रमाणे पुढील प्रत्येक महिन्यात रक्कम अदा करण्यात येईल. त्या रकमेतून पुढील प्रमाणे देयके अदा होतील.

अ) पथदीपांचे मासीक वीजबिल म.रा.वि.वि. कंपनीस अदा होईल.

ब) बचतीतून मनपाचा ५% हिस्सा मनपास जाईल.

क) सर्व सरकारी कर व दंड अदा केले जातील.

ड) नंतर उर्वरीत रक्कम मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना अदा होईल.

सदर ESCROW Account मध्ये सुरुवातीस रक्कम रु.८.२५ कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल जनरेट झाल्यानंतर सदर ESCROW Account मधून वीज बिलाची रक्कम वजा होईल व बेस लाईन निश्चीत करुन त्याची रक्कम सदर ESCROW Account मध्ये मनपास जमा करावी लागणार आहे. म्हणजेच खात्यामध्ये करारानुसार रक्कम रु.८.२५ कोटी फ्लेक्झी डिपॉझीट म्हणून कायम ठेवावयाची आहे.

मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना दरमहा दिल्या जाणाऱ्या त्यांच्या हिश्श्याची रक्कम "विजेचा खर्च संगणक कोड क्र.२३९८" या सदरातून करणेत येईल. सदर लेखाशिर्षामध्ये सन २०२१-२२ च्या अर्थसंकल्पात र.रू.४८.०० कोटी इतकी तरतूद उपलब्ध आहे. तसेच आगामी प्रत्येक आर्थिक वर्षासाठी या सदरी तरतूद उपलब्ध करावी लागेल.

मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांनी संदर्भिय पत्र क्र.७ अन्वये Concession period सुरु करणे बाबत केलेली मागणी व त्यावर प्रकल्पाचे सल्लागार मे.KPMG ॲडव्हायजरी सर्वीसेस यांनी संदर्भ क्र.८ प्रमाणे दि.२१/०१/२०२१ अहवाल दिला आहे. त्यात नोव्हेंबर-२०२० अखेर प्रकल्पाचे ८०% installation पुर्ण झाले आहे, यास्तव Concessionaire मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचा ०१ डिसेंबर-२०२०(०१/१२/२०२०) पासून Concession Period (एकूण ८४ महिने) सुरु करता येईल असे अहवालात नमूद आहे.

तरी उपरोक्त प्रमाणे मे.KPMG ॲडव्हायजरी सर्वीसेस यांचा अहवाल विचारात घेता मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांनी ८०% installation नोव्हेंबर-२०२० अखेर पुर्ण केले असल्याने, व निविदा अटी-शर्ती क्र. 4.4 Corrigendum 5 Dt.18/01/2019 नुसार ८०% installation केल्या नंतर देखभाल दुरुस्तीचा कालावधी सुरु करता येईल अशी तरतूद असल्याने मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचा विषयांकीत प्रकल्पाचा Operation & Maintenance कालावधी (Concession period) दिनांक ०१ डिसेंबर-२०२० पासून सुरु करणेस मान्यता देण्यात येत आहे.

तसेच महाराष्ट्र शासनाच्या MEDA संस्थेच्या पॅनल वरील Third Party Auditor यांचे कडून Base Line तपासून त्याप्रमाणे यापुढे मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांची दरमहाची देयके, युनियन बँक ऑफ इंडीया, पंचवटी शाखा येथे उघडणेत आलेल्या Smart lighting ESCROW Account मधून निविदा अटी-शर्तींनुसार अदा करणेस मान्यता देण्यात येत आहे.

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत माहिती व कार्यवाहीसाठी :
१) मुख्य वित्त व लेखाधिकारी मनपा नाशिक.

प्र २५५७

संदर्भ :- १) मा.महासंचालक महाउर्जा यांचे दिनांक १५/०९/२०१७ रोजीचे पत्र, मा.महाराष्ट्र शासन उर्जासंवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.

२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८

३) मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९

४) नाशिक मनपा व मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांचेत दि.२०/०८/२०१९ रोजी झालेला करारनामा.

५) मा.आयुक्त साो.यांची नस्तीवरील दि.२४/११/२०२० रोजीची मान्यता.

६) मा.आयुक्त साो. यांचे कडील दि.१४/१२/२०२० रोजीची प्रकल्प आढावा बैठक.

७) मे.टी.पी.ल्युमिनियर्स प्रा.लि.यांचे पत्र दि.०६/०१/२०२१.

८) प्रकल्प सल्लागार मे.KPMG ॲडव्हायजरी सर्वीसेस यांनी Concession Period सुरू करणे बाबत दिलेला अभिप्राय दि.२१/०१/२०२०

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/११०१ /२०२१
दिनांक ९ / २ /२०२१

आदेश:

नाशिक मनपा क्षेत्रात(पीपीपी मॉडेल) डिझाईन, बिल्ड, फायनान्स, ऑपरेट, मेंटेन, मॉनिटाईझ आणि ट्रान्सफर या तत्वावर मक्तेदार नेमणेसाठी जाहीर ई-निविदेव्दारे मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांना मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ रोजी मंजूर झालेल्या ठरावान्वये दि.२०/०८/२०१९ रोजी मे.टी.पी.ल्युमिनियर्स प्रा.लि.(एसपीव्ही) यांना कार्यादेश देण्यात आला आहे.

निविदा अटी-शर्तींनुसार सदर प्रकल्पासाठी मान्यता घेऊन युनियन बँक ऑफ इंडीया या राष्ट्रीयीकृत बँकेत ESCROW Account उघडण्यात आले आहे. त्यात निविदा अटी-शर्ती नुसार व मनपा करारनामा कलम ४.२ नुसार सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम डिपॉझीट म्हणून मनपा मार्फत जमा करावी लागेल. पथदिपांचे बेसलाईन प्रमाणे(RFP Clause 4.9.1.2,Pg.58) सरासरी तीन महिन्यांची वीज बिलाची रक्कम अंदाजे रू.८.२५ कोटी होत असून सदरची रक्कम ESCROW Account मध्ये डिपॉझीट म्हणून मनपा मार्फत भरणा करण्यात येईल. त्यानंतर ESCROW करारनाम्याच्या Clause 3.2 प्रमाणे पुढील प्रत्येक महिन्यात रक्कम अदा करण्यात येईल. त्या रकमेतून पुढील प्रमाणे देयके अदा होतील.

अ) पथदीपांचे मासीक वीजबिल म.रा.वि.वि. कंपनीस अदा होईल.

ब) बचतीतून मनपाचा ५% हिस्सा मनपास जाईल.

क) सर्व सरकारी कर व दंड अदा केले जातील.

ड) नंतर उर्वरीत रक्कम मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना अदा होईल.

सदर ESCROW Account मध्ये सुरूवातीस रक्कम रू.८.२५ कोटी डिपॉझीट म्हणून ठेवावयाचे आहेत. तदनंतर प्रत्येक महिन्याचे वीज बिल जनरेट झाल्यानंतर सदर ESCROW Account मधून वीज बिलाची रक्कम वजा होईल व बेस लाईन निश्चीत करून त्याची रक्कम सदर ESCROW Account मध्ये मनपास जमा करावी लागणार आहे. म्हणजेच खात्यामध्ये करारानुसार रक्कम रू.८.२५ कोटी फ्लेक्झी डिपॉझीट म्हणून कायम ठेवावयाची आहे.

मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांना दरमहा दिल्या जाणाऱ्या त्यांच्या हिश्श्याची रक्कम "विजेचा खर्च संगणक कोड क्र.२३९८" या सदरातून करणेत येईल. सदर लेखाशिर्षामध्ये सन २०२१-२२ च्या अर्थसंकल्पात र.रू.४८.०० कोटी इतकी तरतूद उपलब्ध आहे. तसेच आगामी प्रत्येक आर्थिक वर्षासाठी या सदरी तरतूद उपलब्ध करावी लागेल.

मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांनी संदर्भिय पत्र क्र.७ अन्वये Concession period सुरू करणे बाबत केलेली मागणी व त्यावर प्रकल्पाचे सल्लागार मे.KPMG ॲडव्हायजरी सर्वीसेस यांनी संदर्भ क्र.८ प्रमाणे दि.२१/०१/२०२१ अहवाल दिला आहे. त्यात नोव्हेंबर-२०२० अखेर प्रकल्पाचे ८०% installation पुर्ण झाले आहे, यास्तव Concessionaire मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचा ०१ डिसेंबर-२०२०(०१/१२/२०२०) पासून Concession Period (एकूण ८४ महिने) सुरू करता येईल असे अहवालात नमूद आहे.

तरी उपरोक्त प्रमाणे मे.KPMG ॲडव्हायजरी सर्वीसेस यांचा अहवाल विचारात घेता मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांनी ८०% installation नोव्हेंबर-२०२० अखेर पुर्ण केले असल्याने, व निविदा अटी-शर्ती क्र. 4.4 Corrigendum 5 Dt.18/01/2019 नुसार ८०% installation केल्या नंतर देखभाल दुरुस्तीचा कालावधी सुरू करता येईल अशी तरतूद असल्याने मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांचा विषयांकीत प्रकल्पाचा Operation & Maintenance कालावधी (Concession period) दिनांक ०१ डिसेंबर-२०२० पासून सुरू करणेस मान्यता देण्यात येत आहे.

तसेच महाराष्ट्र शासनाच्या MEDA संस्थेच्या पॅनल वरील Third Party Auditor यांचे कडून Base Line तपासून त्याप्रमाणे यापुढे मे.टी.पी.ल्युमिनियर्स प्रा.लि. यांची दरमहाची देयके, युनियन बँक ऑफ इंडीया, पंचवटी शाखा येथे उघडणेत आलेल्या Smart lighting ESCROW Account मधून निविदा अटी-शर्तींनुसार अदा करणेस मान्यता देण्यात येत आहे.

आयुक्त,
नाशिक महानगरपालिका,नाशिक

प्रत माहिती व कार्यवाहीसाठी :
१) मुख्य वित्त व लेखाधिकारी मनपा नाशिक.

श्री. गणेश बबनराव गिते

सभापती, स्थायी समिती : नाशिक महानगरपालिका, नाशिक
नगरसेवक : प्रभाग क्र. १

* संचालक : नाशिक जिल्हा मध्यवर्ती सहकारी बँक लि., नाशिक * संचालक : नाशिक मर्चंटस् को-ऑप. (नामको) बँक
* सदस्य : नाशिक जिल्हा नियोजन समिती

संपर्क कार्यालय : 'श्री विठ्ठल', सत्यम रो-बंगलो, कलानगर, पोकार कॉलनी, दिंडोरी रोड, म्हसरुळ,
नाशिक-४२२ ००४. मोबा. नं. ९७६७५८२१४९, ९६३७७११९१९

नाशिक महानगरपालिका, नाशिक
राजीव गांधी भवन, शरणपूर रोड, नाशिक.
फोन : ०२५३-२५७५१२४
ई-मेल : nmcstandingcommittee@gmail.com

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विद्युत विभाग
आयुक्त कार्यालय
नाशिक महानगरपालिका
दि. 02/02/2021
आयक्त

जा.क्र.:

दिनांक : 02/02/२०२१

प्रति,
मा.आयुक्त सो,
नाशिक महानगरपालिका, नाशिक

विषय-: टी.पी. लुमिनर यांचे देयके अदा करणेबाबत...

महोदय,

मे.टी.पी.लुमिनर प्रा.लि. ही कंपनी नाशिक महानगरपालिका क्षेत्रात ऊर्जा बचतची कामे करीत आहेत. सदर कंपनीने नियुक्त केलेल्या व्हेंडर यांनी कोरोना काळात देखील सदरचे कोविड पँडेमिक चालु झाल्यानंतर अशा परिस्थितीचा सामन करत असतां येणा-या विविध त्रुटी व अडचणींचा मुकाबला करत लवकरांत लवकर काम पुर्ण करण्याचा प्रयत्न करीत आहेत. पँडेमिकच्या काळात होणारा अतिरिक्त खर्च व होणारे प्रयत्नातुन सर्वसामान्य जनतेला पथदिपशी निगडित सुविधा पुरविण्याचा ते प्रयत्न करीत आहेत.

सदरचा प्रकल्प हा पब्लिक प्रायव्हेट पार्टपरशिपवर आधारीतज आहे. तसेच टाटा प्रोजेक्ट्स समुहाने नाशिक महानगरपालिकेकडुन कोणतेही आर्थिक सहाय्य न घेता प्रकल्प पुर्ण करण्यासाठी मोठया प्रमाणांत गुंतवणुक केली आहे. तसेच महानगरपालिकेकडुन देय असलेली देयके त्यांना दिल्यामुळे व्हेंडर मोठया प्रमाणांत अडचणीत सापडलेले आहेत, त्यामुळे प्रकल्प पुर्णत्वास नेण्यास विलंब होऊ शकेल,

तेव्हा वरील सर्व बाबींचा विचार करता सदर कामाचे मनपास देय असलेले देयकाबाबतचा प्रस्ताव तात्काळ स्थायी समितीस सादर करणेबाबत संबंधितांना आदेश होणेस नम्र विनंती.

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दिनांक ३/२/२१

(गणेश बबनराव गिते)
सभापती,
स्थायी समिती,
नाशिक महानगरपालिका, नाशिक

EE (Electrical)
मा. सभापती स्थायी समिती यांचे आदेशाकरीता सादर
मा. आयुक्त सो यांचे अवलोकनार्थ सविनय सादर
3/2/2021

CD/IWL/13625

TP LUMINAIRE

TPLL-NMC-SC/08-182

Date: 29/01/2021

Electric + Mech. Dept.
अ.युक्त कार्यालय
नाशिक महानगरपालिका
दि. 01/02/21
आयुक्त

To,
The Honorable Chairman
Standing Committee,
Nashik Municipal Corporation
Nashik 422002

Ref:
1. Work Order no HO.03 dated 20th August 2019
2. TPLL-NMC-SC/08-148 dated 23rd November 2020
3. TPLL-NMC-SC/08-148 dated 23rd November 2020
4. TPLL-NMC-SC/08-159 dated 14th December 2020

Sub: Impact of Covid 19 / other delays – Consequent Losses due to delay in realization of Energy Savings.

Dear Sir,

This is in continuation to our aforesaid communications, wherein we have highlighted the various impacts and the consequent losses suffered by the Concessionaire.

We reiterate that since the inception stage, there were various issues/constraints faced which were beyond our control and the authorities were requested to provide timely resolutions for minimizing the said delays. Also, the project suffered due to outbreak of Covid-19 pandemic/ lockdown restrictions from Mar'20 and the works could not be completed as per the original completion date. In order to complete the installation works, the Concessionaire had to extend its stay on the project, thus delaying the realization of Energy Savings. **All our vendor had been serving to citizen of Nashik in Pandemic time at their capabilities and risking their lives. Even in Pandemic,** with additional Cost & efforts, we arranged necessary machineries and alternatives to support emergency service of Street lights. Vendors had to make extra payment to retain appropriate skills of manpower. **Vendor has been starving for payment of the served period as we have been able to make payment to them due to crunches of the fund.**

Accordingly, we have requested your office to pay our entitled/ due payments towards our share of energy savings for the period of **May'20 to Nov-20 (Invoice Month June'20 to Dec'20) which amounts to Rs. 10.11 cr. and to issue the completion certificate for installation works as on 30th Nov 2020. Apart from this, we had incurred additional expenses amounting to Rs. 0.46 cr. towards idling of deployed resources due to Covid-19 outbreak** and the same have been submitted for your kind consideration.

Further, you may please appreciate that this being a PPP model project, the Concessionaire has made huge investments to substantially complete the installation works, without receiving any monetary

नाशिक महानगरपालिका, नाशिक
लोंढाणी व वाटवाहा विभाग मुख्यालय
22
अ.क्र. 340, आवक क्र.
दि. 2/2/2021; वेळ
विभाग विद्युत 14
सही
उप.आयुक्त
नाशिक महानगरपालिका

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

EE (Elect) 3/2/2021

42423

TP LUMINAIRE

benefits from the Authority. Moreover, **the cash flows of the project have been severely affected and we are facing difficulty to repay our vendors and to receive further funding from our banks/financial institutions. We anticipate that the works may come to a halt by itself unless immediate financial support is extended by your good office.**

Considering to above, we request you to pay our claim towards our share of energy savings from Jun'20 till date as summarized in below table:

Sr. No.	Energy Saving Month	Billing Month	TPLL Share (in Rs.)
	A) Losses of our share of Energy savings		
1	May'20	Jun'20	98,17,355.66
2	Jun'20	Jul'20	1,03,31,469.96
3	Jul'20	Aug'20	1,16,82,326.24
4	Aug'20	Sep'20	1,36,76,873.90
5	Sep'20	Oct'20	1,56,04,367.71
6	Oct'20	Nov'20	1,77,28,500.63
7	Nov'20	Dec'20	1,83,12,192.61
	B) Additional Costs due to Covid 19 Restrictions		
8		Mar – June 2020	46,00,000.00
	Total		**10,11,53,086.70**

The detailed calculations for the same have been annexed herewith under Appendix A.

In the aforesaid background, we solicit your support and look forward for an earliest release of the said amounts in the best interests of the project.

Thanking you and assuring you of our best services at all times.

Yours faithfully,

Rajendra Inani
Business Unit Head- Smart City
For TP Luminaire Private Limited

CC:

1) Shri Kailash Jadhav, IAS, Honorable Municipal Commissioner- Nashik Municipal Corporation
2) Shri S. M Chavanke, Superintendent Engineer (E & M)

Enclosure: -

1. TPL Letter no: **TPLL-NMC-SC/08-159 dt. 14th Dec-20**
2. Appendix A

Annexure-1

Billing Month	June'20	July'20	Aug'20	Sep'20	Oct'20	Nov'20	Dec'20	Total Amount
Bill Ammount	1,03,34,058.59	1,08,75,231.54	1,22,97,185.51	1,43,96,709.37	1,64,25,650.22	1,86,61,579.61	1,86,54,186.02	10,16,44,600.85
NMC Share	5,16,702.93	5,43,761.58	6,14,859.28	7,19,835.47	8,21,282.51	9,33,078.98	9,32,709.30	50,82,230.04
TPLL Share	98,17,355.66	1,03,31,469.96	1,16,82,326.24	1,36,76,873.90	1,56,04,367.71	1,77,28,500.63	1,77,21,476.72	9,65,62,370.81

A 2469

Energy Saving based on the installation up to May'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	7779	213537.4395	79579.17	133958.2695		8,86,803.74
96	110.4	40	11122	418703.2608	151704.08	266999.1808		17,67,534.58
150	172.5	55	15823	930748.4175	296760.365	633988.0525		41,97,000.91
250	287.5	85	7433	728712.7375	215445.505	513267.2325		33,97,829.08
250	287.5	110	122	11960.575	4576.22	7384.355		48,884.43
400	460	170	55	8627.3	3188.35	5438.95		36,005.85
Total			42334	2312289.73	751253.69	1561036.04		1,03,34,058.59

Bill Ammount for June'20	1,03,34,058.59
NMC Share	5,16,702.93
TPLL Share	98,17,355.66

4,2456

Energy Saving based on the installation up to June'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	8340	221552.1	82566	138986.1		9,20,087.98
96	110.4	40	15110	550487.52	199452	351035.52		23,23,855.14
150	172.5	55	16272	926283.6	295336.8	630946.8		41,76,867.82
250	287.5	85	7502	711752.25	210431.1	501321.15		33,18,746.01
250	287.5	110	122	11574.75	4428.6	7146.15		47,307.51
400	460	170	55	8349	3085.5	5263.5		34,844.37
400	460	210	98	14876.4	6791.4	8085		53,522.70
Total			47499	2444875.62	802091.4	1642784.22		1,08,75,231.54

Bill Ammount for July'20	1,08,75,231.54
NMC Share	5,43,761.58
TPLL Share	1,03,31,469.96

4288

Energy Saving based on the installation up to July'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	10518	288724.359	107599.14	181125.219		11,99,048.95
96	110.4	40	16362	615970.3968	223177.68	392792.7168		26,00,287.79
150	172.5	55	17367	1021570.358	325718.085	695852.2725		46,06,542.04
250	287.5	85	7903	774790.3625	229068.455	545721.9075		36,12,679.03
250	287.5	110	321	31470.0375	12040.71	19429.3275		1,28,622.15
400	460	170	55	8627.3	3188.35	5438.95		36,005.85
400	460	210	202	31685.72	14465.22	17220.5		1,13,999.71
Total			52728	2772838.533	915257.64	1857580.893		1,22,97,185.51

Bill Ammount for Aug'20	1,22,97,185.51
NMC Share	6,14,859.28
TPLL Share	1,16,82,326.24

4 2403

Energy Saving based on the installation up to Aug'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	12340	338739.17	126238.2	212500.97		14,06,756.42
96	110.4	40	18246	686896.2144	248875.44	438020.7744		28,99,697.53
150	172.5	55	20655	1214978.738	387384.525	827594.2125		54,78,673.69
250	287.5	85	8964	878808.15	259821.54	618986.61		40,97,691.36
250	287.5	110	438	42940.425	16429.38	26511.045		1,75,503.12
400	460	170	210	32940.6	12173.7	20766.9		1,37,476.88
400	460	210	356	55842.16	25493.16	30349		2,00,910.38
Total			61209	3251145.457	1076415.945	2174729.512		1,43,96,709.37

Bill Ammount for Sep'20	1,43,96,709.37
NMC Share	7,19,835.47
TPLL Share	1,36,76,873.90

24963

Energy Saving based on the installation up to Sep'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	13144	349170.36	130125.6	219044.76		14,50,076.31
96	110.4	40	22080	804418.56	291456	512962.56		33,95,812.15
150	172.5	55	22432	1276941.6	407140.8	869800.8		57,58,081.30
250	287.5	85	9505	901786.875	266615.25	635171.625		42,04,836.16
250	287.5	110	1270	120491.25	46101	74390.25		4,92,463.46
400	460	170	595	90321	33379.5	56941.5		3,76,952.73
400	460	210	583	88499.4	40401.9	48097.5		3,18,405.45
400	460	250	387	58746.6	31927.5	26819.1		1,77,542.44
250	287.5	80	102	9677.25	2692.8	6984.45		46,237.06
250	287.5	120	116	11005.5	4593.6	6411.9		42,446.78
400	460	150	76	11536.8	3762	7774.8		51,469.18
400	460	180	182	27627.6	10810.8	16816.8		1,11,327.22
Total			70472	3750222.795	1269006.75	2481216.045		1,64,25,650.22

Bill Ammount for Oct'20	1,64,25,650.22
NMC Share	8,21,282.51
TPLL Share	1,56,04,367.71

Energy Saving based on the installation up to Oct'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	13459	369456.2795	137685.57	231770.7095		15,34,322.10
96	110.4	40	24791	933291.9024	338149.24	595142.6624		39,39,844.43
150	172.5	55	23826	1401504.885	446856.63	954648.255		63,19,771.45
250	287.5	85	10027	983022.0125	290632.595	692389.4175		45,83,617.94
250	287.5	110	1749	171467.5875	65604.99	105862.5975		7,00,810.40
400	460	170	725	113723.5	42028.25	71695.25		4,74,622.56
400	460	210	587	92076.82	42035.07	50041.75		3,31,276.39
400	460	250	429	67292.94	36572.25	30720.69		2,03,370.97
250	287.5	80	112	10980.2	3055.36	7924.84		52,462.44
250	287.5	120	289	28332.8375	11825.88	16506.9575		1,09,276.06
400	460	150	216	33881.76	11048.4	22833.36		1,51,156.84
400	460	180	413	64783.18	25349.94	39433.24		2,61,048.05
Total			76623	4269813.904	1450844.175	2818969.729		1,86,61,579.61

Bill Ammount for Nov'20	1,86,61,579.61
NMC Share	9,33,078.98
TPLL Share	1,77,28,500.63

42,468

Energy Saving based on the installation up to Nov'20								6.62
Baseline Wattage	Baseline Wattage with Losses	LED Wattage	Quantity	Existing consumption (KWH)	LED CONSUMPTION (KWH)	Monthely Saving (KWH)		Savings (Rs.)
70	80.5	30	13576	360646.44	134402.4	226244.04		14,97,735.54
96	110.4	40	25544	930619.008	337180.8	593438.208		39,28,560.94
150	172.5	55	23906	1360849.05	433893.9	926955.15		61,36,443.09
250	287.5	85	10246	972089.25	287400.3	684688.95		45,32,640.85
250	287.5	110	1817	172387.875	65957.1	106430.775		7,04,571.73
400	460	170	793	120377.4	44487.3	75890.1		5,02,392.46
400	460	210	587	89106.6	40679.1	48427.5		3,20,590.05
400	460	250	429	65122.2	35392.5	29729.7		1,96,810.61
250	287.5	80	115	10910.625	3036	7874.625		52,130.02
250	287.5	120	551	52276.125	21819.6	30456.525		2,01,622.20
400	460	150	227	34458.6	11236.5	23222.1		1,53,730.30
400	460	180	698	105956.4	41461.2	64495.2		4,26,958.22
Total			78489	4274799.573	1456946.7	2817852.873		1,86,54,186.02

Bill Ammount for Dec'20	1,86,54,186.02
NMC Share	9,32,709.30
TPLL Share	1,77,21,476.72

(7243)

नाशिक महानगरपालिका,नाशिक
जा.क्र.मनपा/विद्युत/वशि/७२४३ /२०२१
दिनांक १९ / ४ /२०२१
NMC/ELECMECH/OWL/2021/53.

प्रति,

मा.मुख्य वित्त व लेखाधिकारी,
नाशिक महानगरपालिका,नाशिक.

विषय: नाशिक स्मार्ट लाईटींग प्रोजेक्ट करीता युनियन बँक ऑफ इंडीया, पंचवटी शाखा येथे उघडणेत आलेल्या Smart lighting ESCROW Account मध्ये फ्लेक्झी डिपॉझीट रक्कम जमा करणे बाबत.

संदर्भ: मा.आयुक्त सो. यांचे आदेश जा.क्र.मनपा/विद्युत/वशि/११०१/२०२१ दि.०९/०२/२०२१

महोदय,

नाशिक मनपा क्षेत्रात(पीपीपी मॉडेल) डिझाईन, बिल्ड, फायनान्स, ऑपरेट, मेंटेन, मॉनिटाईझ आणि ट्रान्सफर या तत्वावर मक्तेदार नेमणेसाठी जाहीर ई-निविदेव्दारे मे.टी.पी. ल्युमिनियर्स प्रा.लि. यांना मा.स्थायी समिती ठराव क्र.३१४ दि.२८/०२/२०१९ रोजी मंजूर झालेल्या ठरावान्वये दि.२०/०८/२०१९ रोजी मे.टी.पी.ल्युमिनियर्स प्रा.लि.(एसपीव्ही) यांना कार्यादेश देण्यात आला आहे.

सदर प्रकल्पासाठी निविदा अटी-शर्तींनुसार युनियन बँक ऑफ इंडीया,पंचवटी शाखा या राष्ट्रीयीकृत बँकेत ESCROW Account उघडण्यात आले आहे.

मा.आयुक्त महोदय यांनी संदर्भीय आदेशान्वये मान्यता दिले नुसार सदर ESCROW Account मध्ये " विजेचा खर्च संगणक कोड क्र.२३९८ " या सदरातून सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम रु.८.२५ कोटी फ्लेक्झी डिपॉझीट म्हणून मनपा मार्फत जमा करणेत यावी.

तसेच प्रत्येक महिन्याचे वीज बिल अदा झाल्यानंतर कमी झालेली रक्कम पुन्हा ESCROW Account मध्ये जमा करणेत यावी. म्हणजेच खात्यामध्ये करारानुसार रक्कम रु.८.२५ कोटी फ्लेक्झी डिपॉझीट कायम ठेवणेत यावे ही विनंती.

दि.११/२/२०२१
कार्यकारी अभियंता(विद्युत)
नाशिक महानगरपालिका,नाशिक

प्रत माहितीस्तव सविनय सादर
मा.अधिक्षक अभियंता (वि.यां.)

KPMG Advisory Services Private Limited
Lodha Excelus
1st Floor, Apollo Mills Compound
N. M. Joshi Marg, Mahalaxmi
Mumbai – 400 011, India

Telephone: +91(22) 3989 6000
Fax: +91 (22) 3983 6000
Internet: www.in.kpmg.com/in
Email: indiawebsite@kpmg.com

Letter no: PMC/495/2020-21 **Date: 15th February 2021**

To,

Chief Executive Officer, NMSCDCL
3rd Floor, Lok Nete Panditrao Khaire Bhavan,
Divisional office, Panchvati,
Nashik-422003

Executive Engineer,
Electrical,
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Sharanpur Road,
Nasik

Subject: Subject: Smart LED Street Lights- Response to the letter 'Hardship faced due to Financial Crunch by System Integrator, Impact of Covid-19 / other delays' dated 22 January 2021" ("Letter").

Dear Sir,

With reference to your email regarding Project- Smart LED Street Lights - Attention needed as SI is facing severe financial crunch, dt 23rd Jan'2021, please find attached our expert's observations.

Kind regards,

15/2/2021

Project Director

PMC

KPMG Advisory Services Private Limited, an Indian private limited company and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International") a Swiss entity.

With reference to your email regarding "*Project- Smart LED Street Lights - Attention needed as SI is facing severe financial crunch*", we note that TP Luminaire Private Limited (hereinafter "**TPLPL**" **or** "**Concessionaire**") has requested a payment towards its share of energy savings for the period commencing from May 2020 to November 2020 (invoice month June 2020 to December 2020) totaling to an amount of INR 10,11,53,086.70 (Indian National Rupees Ten Crores Eleven Lakhs Fifty-Three Thousand Eighty Six Rupees and Seventy paise), including payments towards additional costs borne by TPLPL due to Covid-19 restrictions ("**Payments**"),

In this regard, following are the observations:

(1) At the outset, it is pertinent to refer to the provisions of the RFP bearing document no.: MAH-NAS-060-RFP-0 ("**RFP**") and Corrigendum 1 bearing number M.N.Pa./Vidyut/WS/683/2018 ("**Corrigendum**") (together referred to as "**RFP Documents**"), which prescribe the definition of concession period ("**Concession Period**") as under:

"7 (Seven) years and 9 (Nine) months and Fifteen (15) days including installation period of 9 months (extendable by 3 months with prescribed penalty) and remaining for O&M and energy savings payment
Survey Period: - 30 days
Implementation Period : - 8.5 months
O&M Period : - 7 Years".

(2) It may be noted that the RFP Documents clearly set out the duration of the implementation period to be 8.5 months upon completion of the survey period of 30 (thirty) days. As in the present case, the anticipated completion of the implementation period was scheduled to be due **5th June, 2020.**

(3) Further, We note that due to the outbreak of the pandemic Covid-19, TPLPL by its letter dated 19 March 2020, had invoked a '*force majeure event*' in accordance with clause 28 of the RFP. In response to the said letter, the Authority by letter having reference No./NMC/Ele/713/2020, dated 15 October 2020, had despite persistent delays and insufficient mobilization of manpower by TPLPL, granted a one-time extension of 6 (six) months to the Concessionaire to complete the remaining works without penalty i.e. ensure completion of works as under the implementation period by TPLPL by 30 November, 2020. This extension by the Authority (Nashik Municipal Corporation) was in furtherance of the GR No. F.18/4/2020-PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, dated 13 May 2020.

(4) It is also pertinent to note that the RFP provides for the revenue sharing model between the Authority and the Concessionaire wherein energy saving payments can be raised in accordance with clause 3.24.2 (v) of the RFP which sets out:

"*The Revenue sharing and NMC energy bill deposit will be start after the implementation period*".

Therefore, it is evident that the Concessionaire is eligible to receive energy saving payments only after the completion of the implementation period.

(5) Lastly, Clause 4.4 of the RFP provides as under:

"...
The escrow account is linked with the Corporation account. Start of the concession period: on completion of 80% installation as per RFP the concession period would commence accordingly, and baseline will be revised pro-rata for the interim period...."

As provided in the report by PMC vide letter no. PMC/461/2020-21,dated 21st Jan'2021.

In light of the aforesaid background, the request from the Concessionaire seeking energy saving payment from June'2020 to November'2020 cannot be accepted as not only has the Concessionaire completed the installation as under Clause 4.4 but also the conditions set out in Clause have not been fulfilled.

नाशिक महानगरपालिका, नाशिक.
आयुक्त कार्यालय
जा.क्र.मनपा/विद्युत-यांत्रिकी/वशि/ ३६० /२०२१
दिनांक 9/0/02 /२०२१
NMC/ELECMECH/0001/2021/60

प्रति,
नगरसचिव,
नाशिक महानगरपालिका,नाशिक

विषय:- नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रीट लाईट प्रकल्प राबविणे बाबत.

संदर्भ :-१) मा.महासंचालक महा उर्जा यांचे दि.१५/०९/२०१७ रोजीचे पत्र,मा.महाराष्ट्र शासन उर्जा संवर्धन शासन निर्णय क्र.अपाउ/२०१५/प्र.क्र.३७८/ उर्जा-७/धोरण/२०१७ दि.२२ जून २०१७.
२) मा.महासभा ठराव क्र.१३८० दि.१०/०१/२०१८
३) मा. स्थायी समिती ठराव क्रमांक ३१४, दिनांक २८/०२/२०१९.
४) इकडील कार्यालयाचे पत्र जा.क्र. ७१३/२०२०, दिनांक १५/०९/२०२०.
५) प्रकल्प सल्लागार मे.केपीएमजी यांचा अहवाल दिनांक २१/०१/२०२१.
६) प्रकल्प सल्लागार मे.केपीएमजी यांचा अहवाल दिनांक १६/०२/२०२१
७) मा.सभापती स्थायी समिती यांचे दि. ०२/०२/२०२१ रोजीचे पत्र.

नाशिक स्मार्ट सिटी (NMSCDCL) च्या प्रोजेक्ट भास्कर अंतर्गत ABD परिसरामध्ये ऊर्जा बचत करणारे स्मार्ट LED स्ट्रीट लाईटस (4112) लावण्याचे प्रस्तावित होते. त्यानुसार स्मार्ट सिटी प्रकल्प सल्लागार मे.केपीएमजी ह्यांनी डिपीआर बनवून सादर केलेला होता. परंतु इतक्या छोट्या प्रकल्पाची Financial Feasibility साध्य होत नव्हती. त्यामुळे बोर्ड मिटींग मध्ये हा प्रकल्प ABD परीसराऐवजी संपुर्ण मनपा क्षेत्रात (PAN City) राबविण्याचा निर्णय घेण्यात आला. त्यानुसार प्रकल्प सल्लागार मे.केपीएमजी ह्यांनी सुधारीत डिपीआर सादर केल.

त्यानुसार संदर्भ क्र. 2 अन्वये नाशिक मनपा क्षेत्रात PPP तत्वावर स्मार्ट स्ट्रिट लाईट लावणे व त्यांची सात वर्षापर्यंत देखभाल व दुरुस्ती करण्याच्या कामाची ई- निविदा प्रक्रिया राबविण्यात आली, सदर प्रकल्पाचे इंग्रजीत नांव खालीलप्रमाणे आहे.

कामाचे नांव
Request for proposal for selection of concessionaire for implementing smart led street lights in lieu of rights of sharing energy savings on public-private-partnership (PPP) basis for pan city area under Nashik city on design, build, finance, operate, maintain, monetize and transfer (DBFOMMT) basis

या प्रकल्पाच्या मुख्य ठळक बाबी खालील प्रमाणे

- सदर प्रकल्पात नाशिक शहरातील संपूर्ण पथदिवे हे स्मार्ट एलईडी लाईट्स मध्ये बदलले जाणार आहेत.
- सदर प्रकल्पात मनपास कोणतीही आर्थिक भांडवली गुंतवणूक करावी लागणार नाही.
- सदर प्रकल्पात पुढील किमान सात वर्ष पथदिप देखभाल दुरूस्ती कंपनी Concessionaire यांचे मार्फत करण्यात येणार आहे.
- सदर प्रकल्पात पथदिपांसाठी स्मार्ट पॅनल बसविणेत येणार आहेत.
- सदर प्रकल्पात २० स्मार्ट पोल उभारुन त्यावर ईमर्जन्सी कॉल बॉक्स,पब्लीक ॲड्रेस सिस्टीम व एन्व्हारमेंटल सेंन्सर्स बसविण्यात येणार आहेत.
- सदर प्रकल्पात ९० वॅट व त्यापुढील वॅटेजचे फिटींग्ज हे स्वतंत्ररित्या सुरू, बंद किवा त्याची प्रखरता कमी जास्त करता येणार आहे. तसेच ९० वॅट पेक्षा कमी वॅटेजच्या फिटींग्जचे फिडर लेव्हलला ग्रुप मॉनिटरींग होणार आहे.
- सदर प्रकल्पाकरीता मनपा मध्ये मध्यवर्ती कमांड कंट्रोल सेंटर (CCC) उभारणे व तेथुन संपुर्ण शहरातील स्मार्ट लाईटींग यंत्रणेचे व कंट्रोल बॉक्सचे Monitoring & Controlling करणे शक्य होणार आहे.
- सदर प्रकल्पाचा कंन्सेशन पिरीयड सात वर्ष असुन या कार्याकाळात मक्तेदार यांची देयके अदा करणेसाठी ESCROW Account उघडण्यात येणार आहे. त्यात मनपा मार्फत ESCROW करारनाम्यानुसार पथदिपांचे मासिक वीजबिलाची रक्कम भरणा करण्यात येणार आहे. त्यातून सर्वप्रथम पथदिपांचे मासिक वीजबिल महावितरण कंपनीस अदा होईल व त्यानंतर होणा-या बचतीतून मनपाचा हिस्सा मनपास जाईल. तसेच त्यातून सर्व सरकारी कर, दंड अदा केले नंतर उर्वरीत रक्कम Concessionaire यांना मिळणार आहे.

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- सदर प्रकल्प राबविताना सर्व्हे अहवालानुसार आवश्यकते प्रमाणे पोल, केबल, बॉक्स, अर्थींग इत्यादी अनुषंगीक कामे सुरवातीस एक वेळेस मनपास करून दयावी लागणार आहेत व त्यानंतर त्याची देखभाल व दुरुस्ती Concessionaire यांनी पुढील सात वर्ष करावयाची आहे. फक्त पोल खराब झाला किंवा शिफ्टींग असेल तर ते मनपाने करावयाचे आहे.
- सदर प्रकल्पासाठी निविदा अटि शर्तींनुसार Concessionaire यांनी SPV (Special purpose vehicle) स्थापन करता येणार आहे. त्यामध्ये मुख्य Concessionaire कंपनीचे किमान ५१% भाग भांडवल असणेची अट आहे. Concessionaire यांनी SPV स्थापन केली तर करारनामा SPV बरोबर करावयाचा आहे.
- निविदा भरताना Concessionaire यांनी कमीत कमी वीजबचत कमीत कमी ५५% देणे व बचतीतून मनपास कमीत कमी ५% हिस्सा देणेची अट आहे.
- सदर प्रकल्पात प्रत्येक Concession Period सुरु झाल्यानंतर सहा महिन्यांनी शासकीय अभियांत्रिकी महाविदयालय/तंत्रनिकेतन/मेडा/शासनमान्य एनर्जी ऑडीटर किंवा एआयसीटीई अॅप्रुव्हड अभियांत्रिकी महाविद्यालय यांपैकी एका संस्थेकडून एनर्जी ऑडीट करणेत येणार आहे व त्यात ऑडीटरमार्फत वेळोवेळी सुचविलेले बदल Concessionaire यांना बंधनकारक आहेत.
- याप्रकल्पाच्या कन्सेशन कालावधी दरम्यान संपुर्ण देखभाल व दुरुस्तीची जबाबदारी मे.टी.पी. ल्युमिनिअर यांची राहणार असुन, त्यामुळे मनपाचा पथदिप दुरुस्ती साहीत्य खरेदी वार्षिक खर्च, सुमारे ४.०० कोटी इतकी मनपाची बचत होणार असुन अतिरिक्त लागणा-या मनुष्यबळ खर्चात देखील बचत होणार आहे.

उपरोक्त कामाची विद्युत विभागाकडील ई-निविदा सुचना क्र.३९ (२०१७-१८) अन्वये दि. २८/०३/२०१७ रोजी जाहिर ई- निविदा काढण्यात आल्यानंतर डेली फ्रि प्रेस, दैनिक सकाळ, दैनिक सामना, दैनिक प्रात:काळ या वृत्तपत्रांमध्ये प्रसिध्द करण्यात आली. दि. २८/०३/२०१८ ते २३/०५/२०१८ दरम्यान प्रथम कॉल व त्यानंतर दोन वेळेस मुदतवाढ देऊनही एकही निविदा प्राप्त झाली नाही, त्यामुळे सदर कामाची सुधारित निविदा तयार करुन निविदा सुचना क्र.३९ अन्वये फेरनिविदा काढण्यात आली. सदरच्या निविदा प्रक्रीयेमध्ये ३ वेळा मुदतवाढी अंती M/s.Inspira Enterprises India Pvt Ltd. यांची एकमेव निविदा प्राप्त झाली होती.

मुळ प्रस्ताव प्रमाणे निविदा समिती मा.अतिरिक्त् आयुक्त सो., यांचे अध्यक्षेतखाली त्यामध्ये मा.मुख्यलेखापरीक्षक, मा.वित्त् लेखा अधिकारी, मा. मुख्यकार्यकारी अधिकारी (NMSCDCl), अधिक्षक अभियंता विद्युत यांत्रिकी विभाग, कार्यकारी अभियंता विद्युत, मनपा अशी तयार करण्यात आली होती.

निविदादारक M/s.Inspira Enterprises India Pvt Ltd यांनी सादर केलेली तांत्रिक कागदपत्रे नाशिक स्मार्ट सिटी सल्लगार कंपनी मे.केपीएमजी यांनी (Envelop-A) छाननी करुन दि.०३/०९/२०१८ रोजी निविदा समिती समोर ठेवले असता ते पात्र झाल्यामुळे त्यांची (Envelop-B) Demonstration & proof of concept (POC) दि.१५/०९/२०१८ पासून सुरु करावे यासाठी M/s.Inspira Enterprises India Pvt.Ltd. यांना ई-मेल व्दारे कळविण्यात आले. कंपनीने POC दि.२४/०९/२०१८ रोजी सुरू न केल्याने पुन्हा त्यांना स्मरणपत्र देण्यात आले.

- परंतु M/s.Inspira Enterprises India Pv.Ltd. यांनी कोणतेही POC किंवा Demonstration सुरू केले नाही. त्यामुळे या कार्यालयाचा E-mail दि. ०९/१०/२०१८ अन्वये M/s.Inspira Enterprises India Pv.Ltd यांना पुन:श्च एकदा निविदा अटी-शर्ती प्रमाणे दि.११/१०/२०१८ पासून POC सुरू करावे अन्यथा आपली निविदा रद्द करणेत येईल याबाबत E-Mail व्दारे कळविणेत आले.
- M/s.Inspira Enterprises India Pvt.Ltd. यांनी Demo of POC साठी पुन्हा दि.१५/१०/२०१८ पावेतो मुदतीची E-mail व्दारे मागणी केली.
- दि.१६/१०/२०१८ रोजी M/s.Inspira Enterprises India Pvt.Ltd. निविदा अटी-शर्ती (RFP) प्रमाणे POC देणेस असमर्थ ठरले.
- प्रकल्प सल्लागार M/s.KPMG यांचा दि.१७/१०/२०१८ रोजीचा अहवाल सादर केला असता निविदा अटी-शर्तीप्रमाणे M/s.Inspira Enterprises India Pvt.Ltd. हे अपात्र ठरत असल्यामुळे सदरच्या कामाची फेरनिविदा मागविणे आवश्यक होते. त्यानुसार प्रकल्प सल्लागार यांनी सादर केलेल्या सुधारीत RFP प्रमाणे फेर ई-निविदा सुचना क्र.१६ (२०१८-१९) अन्वये निविदा समितीची मान्यता घेऊन दि.२२/१०/२०१८ रोजी फेर निविदा काढण्यात आली.
- दि.३०/१०/२०१८ रोजी मा.आयुक्त सो., यांच्या दालनात प्रि-बीड मिर्टींग झाली. त्यात आलेल्या मुद्दयांचा खुलासा व स्पष्टीकरण CSD तयार करुन त्यास निविदा समितीची मान्यता दि.०३/११/२०१८ रोजी निविदा संकेतस्थळावर अपलोड करण्यात आले.

सदर निविदेस दि.२२/१०/२०१८ ते २८/०१/२०१९ या काळात पाच वेळा मुदतवाढ देवूनही प्रतिसाद मिळत नसल्याने मा.आयुक्त सो., यांचे सुचनेनुसार दुसरी प्री-बिड मिर्टींग घेण्याचे ठरले व त्यानुसार दि.१६/०१/२०१९ ...३/

रोजी प्रि-बीड मिटींग घेण्यात आली. सदर प्री-बिड मिटींगमध्ये आलेल्या सुचनांनुसार त्याची उत्तरे खुलाशासह Corigendum क्र.३ तसेच Corigendum क्र.5 व्दारे प्रसिध्द केला. सदर दिलेल्या मुदतीत एकही निविदा प्राप्त् झालेली नसल्याने पुन्हा मुदतवाढ दिली. सदर सहाव्या मुदतवाढीनंतर दि. ३१/०१/२०१९ रोजी एक निविदा प्राप्त झाली. त्यानंतर महाटेंडर सिस्टीम अंडर मेंटेनन्स असल्याने ऑटो मुदतवाढ दि.०४/०२/२०१९ पर्यंत वाढली, मुदत संपल्यानंतर तपासले असता एक निविदा प्राप्त झाल्याचे निदर्शनास आले.

उपरोक्त प्रमाणे सहाव्या मुदतवाढीच्या कालावधीत ऑनलाईन निविदा प्रक्रीयेत एक निविदा प्राप्त झाली असून ती मे.टाटा प्रोजेक्ट्स लि. यांची आहे. सदर कामाची प्राप्त निविदेची तांत्रिक निविदा समीतीची मान्यता घेवुन दि. ०५/०२/२०१९ रोजी उघडण्यात आली. त्यातील मक्तेदाराने अपलोड केलेली कागदपत्रे या प्रकल्पाचे सल्लागार कंपनी यांचेकडून तपासणी करून घेण्यात आली. त्यानुसार त्यांनी तपासणीचा अहवाल (Pre qualification evaluation report) दि.०८/०२/२०१९ रोजी सादर केला.

सदरच्या PQ अहवालानुसार निविदा अटीशर्तींतील PQ Condition मध्ये बिडर मे.टाटा प्रोजेक्ट्स लि. हे पात्र होत असल्यामुळे निविदा समितीची मान्यता घेऊन मे. टाटा प्रोजेक्ट्स लि. यांना निविद अटी-शर्तीनुसार असलेला पुढील टप्पा म्हणजे Demonstration & Proof of concept (POC) साठी दि.०८/०२/२०१९ रोजी कळविणेत आले.

Proof of concept (POC) साठी मा.आयुक्त सो. यांनी दि.१५/०९/२०१८ अन्वये खालील प्रमाणे तांत्रिक समिती गठीत केली .

1) प्रकल्प अधिकारी MEDA नाशिक
2) कार्यकारी अभियंता MSEDCL नाशिक
3) Electrical-IT Expert प्रकल्प सल्लागार
4) कार्यकारी अभियंता (विद्युत) मनपा नाशिक
5) उप अभियंता (विद्युत) मनपा नाशिक

उपरोक्त समितीने प्रत्यक्ष दि.११/०२/२०१९ ते १८/०२/२०१९ पावेतो स्मार्ट फिटींग व त्याबाबतचे अनुषंगीक साहित्याची On Site प्रत्यक्ष चाचणी व त्याचे Evaluation केले असून त्यात मे.टाटा प्रोजक्टस् हे यशस्वी झाले असल्याचा तांत्रिक समितीचा अहवाल प्राप्त झाला.

Proof of concept (POC) बाबतचा अहवाल निविदा अटी शर्तीनुसार पुर्तता करत असल्याने निविदा समितीची मान्यता घेऊन मे.टाटा प्रोजेक्टस् यांचे Envlop-C Financial bid म्हणजे आार्थिक निविदा दि.२०/०२/२०१९ रोजी उघडणेत आले. त्यामध्ये मे.टाटा प्रोजक्टस् यांनी Commited Energy saving ६०% (साठ टक्के) इतके सादर केलेले आहेत. तसेच मनपा साठी Committed Percentage share ५% (पाच टक्के) इतका सादर केलेला आहे.

निविदा अटी शर्तीनुसार मक्तेदार कंपनीने Commited Energy saving कमीत कमी 55% व मनपा हिस्सा कमीत कमी ५% बंधनकारक अटी शर्तीप्रमाणे तपासले असता सदर निविदा पात्र असल्याचे ग्राहय धरण्यात आली.त्यानंतर मे.टाटा प्रोजेक्टस मनपाचा हिस्सा वाढविणे बाबत विचारण करण्यात आली असता त्यांनंतर त्यांनी दि.२१/०२/२०१९ रोजी Committed Energy saving ६०% इतके व मनपाचा Commited Percentage share ५% इतके बरोबर असले बाबत व त्यामध्ये वाढ करता येणार नसलेबाबत कळविले आहे.

तद्नंतर सदर प्रस्ताव मा. स्थायी समिती मान्यतेसाठी ठेवले असता त्यास मा.स्थायी समितीची मान्यता ठराव क्र. 314 दि.28/02/2019 अन्वये प्राप्त झाली. त्यानुसार मे. टाटा प्रोजेक्टस यांची १००% सहभागी असलेली SPV - मे.टी.पी ल्युमिनिअर यांच्याकडुन निविदा अटीशर्तीनुसार र.रु. ८,२५,००,०००/- (र.रु.आठ कोटी पंचवीस लाख) इतक्या रक्कमेची स्टेट बँक ऑफ इंडीया, हैदराबाद बँक गॅरंटी सुरक्षा अनामत म्हणुन जमा करुन घेतल्यानंतर, त्यांचे सोबत करारानामा करण्यात आला व कामाचे आदेश मे.टी.पी ल्युमिनिअर यांना दि. २०/०८/२०१९ रोजी देण्यात आलेले आहेत.

- या प्रकल्पात कामाची मुदत ही एकुण ९.५ महिने इतकी होती. कामाच्या अटीशर्तींप्रमाणे मे.टी.पी. ल्युमिनिअर यांनी प्रथमत: मनपाच्या अस्तीत्वातील पथदिप व्यवस्थेचा सर्व्हे करावयाचा आणि त्याचे इल्युमिनेशन डिझाईन सोल्युशन प्रस्तावित करावयाचे होते, त्यानुसार मे. टी.पी. ल्युमिनिअर कंपनीने सर्व्हे पुर्ण करुन त्याआधारे इल्युमिनेशन डिझाईन सोल्युशन तयार केले आहे व ते मनपाकडे तपासणीसाठी सादर करण्यात आले, सुरवातीच्या सर्व्हेनुसार पथदिव्यांची (लाईट फिटींग) संख्या ८७२५१ इतकी दर्शविली होती व सदर सर्व्हे अहवाला डिझाईननुसार लाईट फिटींग तयार झाल्या व त्यांची तपासणी Third Party testing होवुन फिटींग्स नोव्हे प्राप्त झालेनंतर प्रत्यक्ष मनपा अभियंते, स्मार्ट सिटी अभियंता व प्रकल्प सल्लागार यांनी संयुक्तपणे सदरचे डिझाईन नॅशनल लाईटींग कोड २०१० च्या आधारे पहाणी व तपासणी करुन व शहराची होणारी वाढ, रस्त्यांची रुंदी, पोलची उंची, दोन पोलमधील अंतर इत्यादीची तपासणी करुन उपरोक्त नियमांच्या अधिन राहुन डिझाइनमध्ये आवश्यक ...४/

सुधारणा प्रस्तावित करण्यात आल्या. तसेच दरम्यानच्या काळात शहरात नवीन लावण्यात आलेले पोल ज्यांदना फिटींग लावलेल्या नाहीत असे विचारात घेण्यात आले. त्यानुसार सुधारित डिझाईन सोल्युशन तयार केले गेले व त्याप्रमाणे पथदिव्यांची संख्या ९३०२२ इतकी होत आहे.

- त्यानुसार पारंपारिक सोडीअम दिवे बदलुन त्याजागी उर्जा बचत करणारे LED दिवे बसविण्याचे काम प्रत्यक्षात माहे नोव्हेंबर/ डिसेंबर २०१९ मध्ये मे. टी.पी. ल्युमिनिअर यांनी LED दिवे बसविणेस चालु केलेले आहे. त्याच बरोबर अस्तित्वातील पोलवर असलेलया सर्व प्रकारच्या फिटींगस परत घेणे (Buy Back) बाबत मे.टी.पी. ल्युमिनिअर यांनी स्वंत्रत पणे दर सादर केलेले आहेत. यासंदर्भात् विद्युत विभागाने मे.टी.पी. ल्युमिनिअर यांना लेखीपत्राद्वारे जा.क्र.८४, दि.२८/०१/२०२० अन्वये कळविले होते.
- सदरचे काम करतांना मनपाने मे.टी.पी. ल्युमिनिअर कपंनीला सहाही विभागात स्वतंत्रपणे टिम नेमुन उर्जा बचत करणारे LED बसविणेबाबत कळविले होते, तसेच प्राधान्याने प्रथमत: सोडिअम दिवे बदलेणेबाबत कळविले होते व तद्नंतर आधी मनपाने लावलेले LED फिटींग की ज्याचा डिफेक्ट लायबिलिटी काळ संपला आहे किंवा संपत आहे असे बदलणेबाबत कळविले आहे.
- त्याअनुषंगाने मे. टी. पी. ल्युमिनिअर यांनी दि. १०/०२/२०२१ रोजी पत्राद्वारे Buy Back र.रु.२,२२,८०,६००/- इतकी कळविली आहे.
- सदरचे काम चालु असतांना मार्च २०२० मध्ये कोरोना महामारीचे जागतिक संकट आले त्यामुळे कंपनीला मनुष्यबळ उपलब्ध होत नव्हते, तसेच पथदिपांच्या पॅनलसाठी लागणारे काही कंपोनंट तसेच LED फिटींगमधील आयात होणारे स्पेअर पार्ट उपलब्ध होत नसल्यामुळे काम सुमारे ३ महिने बंद पडले होते व तदनंतर अत्यल्प उपलब्ध होणारे मनुष्यबळ व स्पेअर पार्ट यांची अनुपलब्धता असल्याने मे.टी.पी. ल्युमिनिअर यांचे पत्र क्र. TPLLl-NMC-SC/08-120 दि. 20/08/2020 अन्वये विनादंड मुदतवाढ मागणी केली. मा.केंद्र शासन, वित्त विभागाकडील शासन निर्णय क्रमांक NO.F.18/4/2020-PPD, Dtd.13/05/2020 अन्वये सदरचे कामास आयुक्त् सो., यांची मान्यता घेवुन ६ महिन्यांची म्हणजे नोव्हेंबर २०२० अखेर विनादंड मुदतवाढ देण्यात आलेली आहे. सदर मुदतवाढ देतांना सदर वाढीव मुदत संपल्यानंतर निविदा अटीशर्ती क्र.७.१. व ७.२ सर्व्हिस लेवल ॲग्रीमेंटप्रमाणे दंडात्मक कार्यवाही करण्याची तरतुद आहे, त्यानुसार कार्यवाही करण्यात येईल असे दि.१६/०९/२०२० च्या पत्राव्दारे कळविले आहे. निविदा अटीशर्तींतील क्रमांक ७.१ नुसार उशिर झाल्यास प्रति आठवडा बँक गॅरंटीच्या ०.५%, (कमाल बँक गॅरंटीच्या १०%) याप्रमाणे दंड आकारण्याची तरतुद आहे.
- याकामाच्या निविदा अटीशर्तींमधील क्रमांक ४.४ Concessionaire Project Structure मधील Payment Security नुसार प्रकल्पाचे काम ८०% इन्स्टॉलेशन पुर्ण झालेवर कन्सेशन कालावधी चालु करता येईल असे नमुद आहे. मे.टी.पी. ल्युमिनिअर यांनी त्यांचे पत्र क्र. TPLLl-NMC-SC/08-148 दि. 23/11/2020 अन्वये Completion Certificate देण्याची मागणी केली. परंतु प्रकल्प सल्लागार यांचा अहवाल मान्य असल्याचा मक्तेदार कंपनी मे.टी.पी. ल्युमिनिअर यांनी नोव्हेंबर २०२० अखेर फिटींग व पॅनेल इन्स्टॉलेशनचे काम ८०% पुर्ण केलेले आहे, याविषयी संदर्भ क्रमांक ५ अन्वये प्रकल्प सल्लागार मे.के.पी.एम.जी यांचा अहवाल सादर करण्यात आलेला आहे. त्याप्रमाणे मे.टी.पी.ल्युमिनिअर यांचा कन्सेशन कालावधी दि. १ डिसेंबर २०२० पासुन चालु करण्यात आला आहे, परंतु सद्य:स्थितीत सदर कामापोटी अदयापावेतो कोणतीही रक्कम अदा करण्यात आलेली नाही. माहे नोव्हेंबर २०२० अखेरपर्यंत पुर्ण झालेल्या कामाचा तक्ता खालीलप्रमाणे .

Month	Total Final QTY	QTY installed (Fixtures)	Total QTY of GLM	QTY installed (GLM)	% Progress Fixtures	% Progress GLM
March	93022	36886	1525	NA	39.65	NA
April	93022	38875	1525	NA	41.79	NA
May	93022	42199	1525	NA	45.36	NA
June	93022	46930	1525	NA	50.45	NA
July	93022	52265	1525	189	56.19	NA
Aug	93022	60881	1525	303	65.45	19.87
Sept	93022	70471	1525	637	75.76	41.77
Oct	93022	76241	1525	986	**81.96**	64.66
Nov	93022	78505	1525	1254	84.39	**82.23**

- दिनांक १५/०२/२०२१ पर्यंत एकुण ९३०२२ पैकी ८०५६४ LED लाईटस (८७%) लावण्यात आलेले आहेत. ...५/

- सदर प्रकल्पात कन्सेशन कालावधीमध्ये मे. टी.पी. ल्युमिनिअर यांना देयक अदा करण्यासाठी निविदा अटीशर्तींतील क्रमांक ४.४ नुसार Escrow Account युनियन बँक ऑफ इंडीया, पंचवटी शाखा, नाशिक येथे Escrow Agreement नुसार उघडण्यात आले आहे. मे.टी.पी. ल्युमिनिअर यांची प्रतिमाह देयके Escrow Agreement मधील कलम क्रमांक ३.२ व ४.१.१ यानुसार केलेल्या शेअर एनर्जी सेव्हींगच्या प्रमाणात अदा करण्यात येईल. मे.टी.पी. ल्युमिनिअर यांनी निविदा अटीशर्तींनुसार दरमहा ६०% एनर्जी सेव्हींग करण्याचे करारनाम्यात मान्य केलेले असुन दरमहा ६०% पेक्षा कमी एनर्जी सेव्हींग झाल्यास निविदा अटीशर्तीतील क्रमांक ७.२ अन्वये र.रु. ५०,०००/- प्रति महिना प्रति टक्का कमी एनर्जी सेव्हींग याप्रमाणे दंड आकारण्यात येईल.
- सदर प्रकल्पास मक्तेदार संस्थेचा कन्सेशन कालावधी हा एकुण ७ वर्षे (८४ महिने असुन) त्याकालावधीत त्यांना उर्जा बचतीप्रमाणे रक्कम अदाईगी होणार आहे. तसेच याकामावर निविदा अटीशर्ती क्र. ७.२ सर्व्हिस लेवल ॲग्रीमेंट प्रमाणे देखरेख ठेवली जाणार आहे व त्याचबरोबर याच अटीशर्तींच्या आधारे काम असमाधानकारक आढळुन आल्यास दंडात्मक कार्यवाही करण्यात येणार आहे.
- निविदा अटी-शर्ती ४.९ नुसार Baseline energy consumption ठरविण्यात येणार आहे. त्यासाठी मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनीकेलेला सर्व्हे, तपासणी केलेले सुधारीत इल्युमिनेशन डिझाईन सोल्युशन यांचा आधार घेण्यात आलेला आहे. या संदर्भात मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनी Baseline calculation सादर केलेले असून त्याची तपासणी सुरू आहे. Baseline च्या आधारावर मे.टी.पी. ल्युमिनिअर प्रा.लि. यांची मासीक देयके आणि निविदा अटी-शर्ती क्र.७ नुसार सर्वीस लेव्हल Indicator हयाची तपासणी होणार असून Compliance होत नसल्यास दंडात्मक कारवाईची तरतूद आहे.
- प्रकल्पातंर्गत दर सहा महिन्यानी प्रकल्पाचे एनर्जी ऑडिट करण्याची तरतुद आहे. याकामासाठी निविदा अटीशर्तींतील क्रमांक ४.१८ नुसार मनपाने महाराष्ट्र उर्जा विकास प्राधिकरण (MEDA) नोंदणीकृत एनर्जी ऑडीटर यांची नेमणुक मनपाने केलेली आहे. त्यानुसार त्यांचेमार्फत प्रकल्पाची तपासणी सुरु आहे. ही तपासणी प्रकल्पाच्या संपुर्ण कालावधीसाठी म्हणजेच ७ वर्षांकरीता असुन ऑडीटरने वेळोवेळी सुचविलेले बदल मे.टी.पी. ल्युमिनिअर यांचेवर बंधनकारक आहे.
- तसेच याप्रकल्पात निविदा अटीशर्तीप्रमाणे मनपा मुख्यालय येथे Command and Control Center तयार करण्यात आलेले आहे. सदरहु Command and Control Center मधुन या प्रकल्पाची २४ X ७ पध्दतीने देखरेख होणार आहे.
- याप्रकल्पाच्या कन्सेशन कालावधी दरम्यान संपुर्ण देखभाल व दुरुस्तीची जबाबदारी मे.टी.पी. ल्युमिनिअर यांची राहणार असुन, त्यामुळे मनपाचा पथदिप दुरुस्ती साहीत्य खरेदी वार्षिक खर्च, सुमारे ४.०० कोटी इतकी मनपाची बचत होणार असुन अतिरिक्त लागणा-या मनुष्यबळ खर्चात देखील बचत होणार आहे.
- याप्रकल्पामुळे मनपाच्या पथदिवे वापरापोटी येणा-या युनिटमध्ये साधारणत: ६०% बचत अपेक्षित आहे व शहरातील सर्व लाईटसवर २४ X ७ देखरेख कमांड कंट्रोल सेंटर मध्ये असणार असल्याने नागरिकांसाठी शहरातील सर्व रस्त्यांवर LED लाईटस उपलब्ध होणार असुन सर्व्हिस लेवल इंडीकेटर ठरवुन दिलेले असल्यामुळे नागरिकांना मिळणा-या सर्व्हीसच्या गुणवत्तेत वाढ होणार आहे.
- दि. १५/०२/२०२१ पर्यंत मान्यता मिळालेल्या इल्युमिनेशन डिझाईन सोल्युशन प्रमाणे ९३०२२ पैकी ८०५६४ LED लाईट्स बसविण्यात आले आहे उर्वरित २४४२ सोडीयम लाईटस आणि १००१६ जुने LED बदलण्याचे काम जसा DLP कालावधी संपेल तसे टप्पा टप्याने चालु आहे. निविदा अटीशर्तींप्रमाणे व संदर्भ क्र. ४, अन्वये कामाची मुदत माहे नोव्हेंबर-२०२० अखेरपावेतो होती. उर्वरित काम पुर्ण करणेसाठी मे.टी.पी. ल्युमिनिअर यांनी फेब्रुवारी अखेरपर्यंत विनादंड मुदतवाढ देणेबाबत दि.२३/११/२०२१ रोजी पत्राद्वारे विनंती केली असता, विभागाने अद्यापपोवतो ही विनंती मान्य केलेली नाही व निविदा अटीशर्तींमधील कलम ०७ नुसार काम पुर्ण होईपावेतो दंड लागेल असे मे. टी.पी. ल्युमिनिअर यांना कळविण्यात आलेले आहे.

  या दरम्यान मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनी मा.सभापती, स्थायी समिती यांनी दि. २९/०१/२०२१ रोजी पत्र दिले, त्यास मा. स्थायी समिती सभापती यांचा त्याबाबत प्रशासनास माहिती देणेबाबत कळविले आहे. त्यात त्यांनी कोरोना १९ मुळे झालेल्या विलंबाप्रमाणे पथदिपांच्या उर्जा बचतीचा प्रत्यक्ष फायदा कंपनीला न होता त्याबाबत त्यांनी नुकसान भरपाई मागितली आहे. त्यांचे पत्रानुसार प्रकल्पाच्या चालु होणा-या काळापासुन प्रकल्प राबवितांना येणा-या विविध अडचणी व मर्यादा ज्या कंपनीच्या नियंत्रणाच्या बाहेर असल्यामुळे कंपनी वेळेत सोल्युशन सादर करु शकली नाही.

  तदनंतर मार्च २०२० पासुन कोविड १९ ची महामारी व लॉकडाऊन काळात कंपनी प्रकल्पाचे काम निर्धारीत वेळेत पुर्ण करु शकली नाही जसे की, कंपनीच्या प्रोजेक्टचे मनुष्यबळ् अतिरिक्त् कामासाठी नाशिक मध्ये राहिलेले आहे. तसेच प्रकल्पासाठी नियुक्त् केलेले व्हेंडर व त्यांचे कुशल मनुष्यबळ् कोरोना काळात पथदिप लावण्याची अतिरिक्त् जबाबदारीवर नियुक्त् केलेले होते. त्यामुळे त्यांचे व्हेंडरला त्यांना अतिरिक्त् ६/

वित्त् पुरवठा (Payment) अदा केलेले होते व त्यामुळे त्यांना कोरोना काळात सुध्दा कामकाज करुन घेतलेले आहे. त्यामुळे त्यांनी मनपाचे पथदिव्यात LED बसविल्यामुळे जी वीज बचत, आर्थिक बचत झाली त्याचा हिस्सा मागितला आहे. तसेच लॉकडाऊन काळात त्यांचे कुशल मनुष्यबळ व मशिनही वापराविना राहिल्यामुळे त्यांचे जे नुकसान झालेले आहे. त्याची भरपाई मागितली आहे.

तसेच त्यांनी असे नमुद केलेले आहे कि कोरोना/लॉकडाऊनमुळे प्रकल्प् विलंबामुळे मे.टी.पी. ल्युमिनिअर प्रा.लि. कंपनीला झालेल्या नुकसानीमुळे कंपनीची आर्थिकस्थिती अडचणीची झालेली असुन त्यांना त्यांचे व्हेंडर तसेच प्रकल्पासाठी वित्त् पुरवठा करणारी बँक/ वित्त् कंपन्या यांना परतफेडीची रक्कम बाबत अडचण तयार झालेली आहे. मे.टी.पी. ल्युमिनिअर प्रा.लि. यांनी माहे जुन २०२० ते नोव्हेंबर २०२० पर्यंत झालेल्या एनर्जी सेव्हींग प्रमाणे ९.६५ कोटी व कोविड-१९ काळात झालेल्या अतिरिक्त् खर्चापैकी ४६ लक्ष असे (एकुण १०.११ कोटी) इतक्या रक्कमेची मागणी केलेली आहे.

निविदा अटीशर्ती क्रंमाक 3.24.2-V नुसार Implementation Period मध्ये होणारा वीज बचतीचा फायदा मक्तेदार यांना क्लेम करता येणार नाही. त्याविषयी संदर्भ क्र. ६ अन्वये प्रकल्प सल्लागार मे. केपीएमजी यांचा अहवाल सादर करण्यात आला आहे. तसेच कोविड-१९ बाबत मे. टी.पी. ल्युमिनिअर यांना मा.केंद्र शासन, वित्त विभागाकडील शासन निर्णय क्रमांक NO.F.18/4/2020-PPD, Dtd.13/05/2020 अन्वये सदरचे कामास आयुक्त् सो., यांची मान्यता घेवुन ६ महिन्यांची म्हणजे नोव्हेंबर २०२० अखेर विनादंड मुदतवाढ देण्यात आलेली आहे.

मा.सभापती स्थायी समिती यांनी मा.आयुक्त सो.,यांना दि.०२/०२/२०२१ रोजी पत्र देवून याबाबत माहिती मा.स्थायी समितीस सादर करणेबाबत कळविले होते. त्यानुसार सदरचा प्रस्ताव मा.स्थायी समितीच्या माहितीसाठी सविनय सादर.

अधिक्षक अभियंता (वि.)
नाशिक महानगरपालिका,नाशिक

सदरचा प्रस्ताव मा.स्थायी समितीच्या माहितीसाठी ठेवावा.

आयुक्त
नाशिक महानगरपालिका,नाशिक

नाशिक महानगरपालिका,नाशिक

राजीव गांधी भवन, शरणपूर रोड,पोस्ट बॉक्स नं.१२, नाशिक ४२२ ००२

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पी.बी.एक्स. :२५७५६३१, २५७५६३२, २५७७९५२, २५७७९२१
२५७७९२३, २५७१४७९, २५७१८७२, फॅक्स : ०२५३-२५७७९३६-२३१५७०४

जा.क्र./लेखा/वशि/953/२०२१
दिनांक 18/02/२०२१

NMC/FIN/ACC/OWL/२०२१/40

प्रति,
मा.कार्यकारी अभियंता (विदयुत)
नाशिक महानगरपालिका,नाशिक

विषय- नाशिक स्मार्ट लायटींग प्रोजेक्ट करीता युनियन बँक ऑफ इंडिया,पंचवटी शाखा येथे उघडणेत आलेल्या स्मार्ट लायटिंग एस्क्रो अकौंट मध्ये फ्लेक्झी डिपॉझीट रक्कम जमा करणे बाबत.

संदर्भ- आपले कार्यालयाकडील पत्र जा.क्र.मनपा./विदयुत/वशि/११११/२०२१,दि.११.२.२०२१

महोदय,

उपरोक्त विषय व संदर्भिय पत्रान्वये कळविण्यात येते की,एस्क्रो अकौंट मध्ये विजेचा खर्च संगणक कोड क्रमांक २३९८ या सदरातून सुरवातीला तिन महिन्यांची पथदिप बिलांची रक्कम रु.८.२५ कोटी फ्लेक्झी डिपॉझीट म्हणून मनपा मार्फत जमा करणेबाबत सूचित केले आहे. सदर रक्कम रु.८.२५ कोटी चे देयक व आदेश नस्तीसह लेखा विभागास आपले विभागामार्फत सादर करणेत यावे. जेणेकरुन सदरची र.रु.८.२५ कोटी फ्लेक्झी डिपॉझीट म्हणुन एस्क्रो अकौंट मध्ये जमा करता येईल. तसेच प्रत्येक महिन्याचे वीज बिल अदा झाल्यानंतर कमी झालेली रक्कमेचा ताळमेळ घेऊन पुन्हा रक्कम रु.८.२५ कोटी फ्लेक्झी डिपॉझीट कायम ठेवणेसाठी देयक व आदेश नस्तीसह लेखा विभागास आपले विभागामार्फत सादर करणेत यावे.

मुख्य लेखा व वित्त अधिकारी
नाशिक महानगरपालिका,नाशिक

प्रत माहितीस्तव -
मा.अधिक्षक अभियंता (वि/यां.)
नाशिक महानगरपालिका,नाशिक

दिनांक-१८/२/२०२१

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...क की सुरक्षित अभिरक्षा सुनिश्चित करें. पास बुक गुम होने, चोरी होने, नष्ट होने या कटफट जाने पर डुप्लीकेट पास बुक हेतु आवेदन करें. डुप्लीकेट पास बुक ... के प्रभार पर जारी की जाती है.
...e safe custody of the pass book. In case it is lost, stolen, destroyed or spoilt, make an application for issuance of a duplicate pass book. Duplicate pass ...s isued with nominal charge.

...की सुरक्षा / Cheque book safeguards :

...खते समय स्थायी स्याही (बालपेन) का प्रयोग करें.
... writing a cheque, use permanent ink (ball pen).
... आदाता के नाम एवं रकम के बाद शेष बची खाली जगह में एक रेखा खींच दें.
...payee's name and amount, please draw a line in the space left on the cheque.
... सभी ब्यौरे लिखने एवं उनके सत्यापन के बाद ही उस पर हस्ताक्षर करें.
...que should be signed after all details filled in and verified.
...सीआर पट्टी पर कुछ न लिखें.
... write on the MICR strip.
...सी को प्रदान करने से पूर्व ऊपरी बाएं कोने पर दो समानांतर रेखाएं खीच कर चेक को रेखांकित कर दे. रेखांकित चेक का भुगतान किसी ...त व्यक्ति को होने पर उसे पकडना आसान होता है.
... a cheque by drawing two parallel lines at the top left corner of the cheque before handing over. A crossed cheque makes it easy to ...ny wrong payment to an unintended beneficiary.
...त करें कि आप द्वारा जारी चेक के भुगतान हेतु आपके खाते में पर्याप्त शेषराशि है. अन्यथा बैंक द्वारा चेक लौटा दिया जायेगा तथा इस लेनदेन के लिए प्रभार लगाया ... इसके अतिरिक्त खातें में पर्याप्त शेष रखे बिना चेक जारी करने की स्थिति में आदाता द्वारा आपके विरुद्ध आपराधिक कारवाई भी की जा सकती है.
... that you have sufficient balance in the account to pay for the cheque you have issued. Bank will return the cheque and will charge ... the transaction. Besides, the payee can take criminal action against you for issuing cheque without having the funds to pay for it.
... खाता संख्या के सत्यापन.हेतु खाली चेक प्रदान करने के लिए कहा जाए, तो चेक प्रदान करने से पहले ऊस पर एक कोने तक "निरस्त (Cancelled)" शब्द

...d to give blank cheque for verification of bank account number, write the word 'Cancelled' diagonally across the cheque before giving

यूनियन बैंक ऑफ इंडिया Union Bank of India

...BRANCH
...Branch Address :
...न नं./Branch Phone No.:
...Account No.:
...Name of :
Name: i)
ii)
iii)
Occupation
Address
...की तारीख
...ing A/c

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SHOP NO 1.2.3.RUPASHRI APPARTMENT
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NASIK
20-01-2021

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Pin : 422003 MAHARASHTRA INDIA

Branch Phone No : 0253-2629306

N

TP LUMINAIRE

TPLL-NMC-SC/08- 196 **Date: 04/03/2021**

To,

The Executive Engineer (Electrical)
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system. **Required NMC vehicle on rent basis**

Dear Sir,

With reference to mentioned subject and as per our discussion, requesting you to please provide the NMC owned vehicles on rent basis for Installation & Maintenance of LED fixture. We will pay the amount for each vehicle rented as agreed mutually.

Yours faithfully,

For TP Luminaire Private Limited

विद्युत विभाग
आवक नं. ३५६४
दिनांक- ४/३/२०२१

श्री मोकले
write letter
to Motor vehicle dept
कांडर निगडा
4/3/2021

TP LUMINAIRE PRIVATE LIMITED
Registered Office: Mithona Towers - 1, 1-7-80 to 87, Prenderghast Road, Secunderabad - 500003
Corporate Office: One Boulevard Street, 3rd Floor, Lake Boulevard Road, Powai, Mumbai - 400076
Phone: +91-22-67402900 Fax: +91-22-67402960
CIN: U45309TG2018PTC128877 Email: smartcity@tataprojects.com www.tataprojects.com

TP LUMINAIRE

TPLL-NMC-SC/08- 197

Date: 04/03/2021

TO,
The Executive Engineer (Electrical)
Nashik Municipal Corporation,
...ajiv Gandhi Bhavan, Sharanpur Road,
Nashik – 422002

Subject: Work order no. H.O.03 Dated 20th Aug 2019 for Design, Build, Finance, Operate, Maintain & Transfer the project of implementation of high impact streetlight by installing Energy efficiency dimmable and non-dimmable LED streetlights along feeder base SCADA system. **Required permission to access Command & Control Center located at RGB-24*7**

Dear Sir,

With reference to mentioned subject, We have deployed CCC Executive in shifts to operate the Command center 24*7. Following are the persons, who required access to CCC.

Sr. No.	Name	Mobile No
1	Tushar Kulkarni	9421400257
2	SharangRatnaparkhi	8888944672
3	PareshKothawade	8605466526
4	Ratnakar Mishra	9867145864
5	Aman Gupta	8962224677
6	Vishal Gayaki	9021136490
7	Mahesh Sonawane	9665832120
8	Barun Biswas	8250035897

Yours faithfully,

For TP Luminaire Private Limited

TP LUMINAIRE PRIVATE LIMITED
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