

ALL CORRESPONDENCE TO BE ADDRESSED TO TNE GENERAL MANAGER



 TEL No.
 : (230) 404 2000

 TELEFAX No.
 : (230) 454 7630 / 7632

 E-MAIL
 : ceb@ceb.mu

 WEBSITE
 : ceb.mu

 VAT Reg. No.
 : VAT22000591

 BRN
 : F07000041

CORPORATE OFFICE P.O BOX 134 | Rue du Savoir | Cybercity, Ebène 72201 MAURITIUS

OUR REF:

YOUR REF:

SCD\2025\482

26 June 2025

Award of Procurement Contract No.: OAB-TD-2025-8303 (IFB 9379) Notice under Section 40(7) of the Public Procurement Act

This is to notify that following the bidding exercise carried out by the Central Electricity Board bearing tender reference No: OAB-TD-2025-8303 (IFB9379) - Procurement of Street Lighting Control Equipment, the contract has been awarded as follows:

Description	Name & Address of Selected Bidder	Total Price (MUR)
Procurement of Street Lighting Control Equipment	Kakatiya Energy Systems Pvt Ltd 2 nd Floor, Plot No. 127 Hydenagar, Beside JNTU Metro Station Kukatpally Hyderabad Telangana 500 085, India	6,664,500.00

sein J. Luximon **Officer-in-Charge (Administration)**



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26 June 2025

The Managing Director Kakatiya Energy Systems Pvt Ltd 2nd Floor, Plot No. 127 Hydenagar, Beside JNTU Metro Station Kukatpally Hyderabad Telangana 500 085, India

Email: mail@natureswitch.com Attn: Mr P.R Lakshmana Rao

Dear Sir,

OAB-TD-2025-8303/IFB 9379 - Procurement of Street Lighting Control Equipment Letter of Acceptance

Further to your offer dated 26 May 2025, the Central Electricity Board has the pleasure to award to you the Contract for the abovementioned procurement for the total amount of **MUR 6,664,500.00** (Mauritian Rupee Six million six hundred and sixty-four thousand and five hundred), VAT not applicable, as detailed hereunder:

ltem No.	Description	Quantity	Unit Price (MUR)	Total Price (MUR)
	Street Lighting Control Equipment			
1	complete with fixation bracket	1,500	4,443.00	6,664,500.00

Our acceptance is subject to you submitting the following:

Performance Security, in the format annexed herewith, valid up to **31 January 2026** and amounting to **MUR 666,450.00.** The Performance Security shall be established by a commercial bank/insurance company operating in Mauritius and submitted by **17 July 2025** at latest.

Technical Specifications & Performance Requirement

You shall adhere to the Schedule of Requirements as per Section V of the bidding document.

Inspection

Inspection shall be carried out at your factory's premises by our designated Inspecting Agent. Pre-shipment clearance shall be given by the CEB after approval of the tests and submission of all the test reports and related documents.

Delivery

Delivery shall be effected within twenty two (22) weeks as from the date of issue of this Letter of Acceptance to our port of disembarkation, Port Louis Harbour, Mauritius on a DPU basis (including insurance).

Liquidated Damages

Liquidated damages for late delivery shall be applied at the rate of 1.0% of the total contract amount per week of delay or part thereof up to a maximum of 6%.

Payment Terms

Payment shall be Cash Against Shipping Document direct to CEB.

Shipping Documents

The shipping documents, referred to in the Special Conditions of Contract – Clause GCC 13.1 shall be addressed to the Consignee.

Warranty

The period of Warranty shall be twelve (12) months as from the date the consignment reaches CEB Main Store, Abattoir Street, Roche Bois, Mauritius.

Contract

The following documents shall in order of priority constitute the Contract between the CEB and your firm and each shall be read and construed as an integral part of the Contract:

- (a) The CEB's Letter of Acceptance dated 26 June 2025;
- (b) The Special Conditions of Contract;
- (c) The General Conditions of Contract;
- (d) The Technical Specifications of the bidding documents;
- (e) The Supplier's Bid 26 May 2025.

Yours faithfully,

1. m J. Luximon **Officer-in-Charge (Administration)**

Encl. : Performance Security

Performance Security

[The bank/Insurance Company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission] Procurement Reference No. and title: [insert no. and title of bidding process]

Bank/Insurance Company's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Purchaser]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s¹) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire NOT earlier than 60 days of *[insert month] [insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signatures of authorized representatives of the bank/insurance company and the Supplier]

¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

B. Executive Summary of Bid Evaluation Report (Goods) Contract No. OAB-TD-2025-8303 (IFB 9379)

1. Scope of contract: Procurement of Street Lighting Equipment

2. Procurement method used: Online E-Tendering

3. Date of invitation of bids: 18.04.2025

- 4. Closing date for submission of bids: 26.05.2025
- 5. Date and place of opening of bids: 28.05.2025 E-Procurement
- 6. Number of bids received by closing date: 4

7. Responsiveness of bids: 2

Item	Quantity	Quantity Description	
a)	1,500	Street Lighting Control Equipment	

1.0 Analysis

Ref	Bidder's Name	Price at Bid Opening	Responsive or not responsive	Reasons why bids were not responsive
1	Jiangsu Powersync Co.,Ltd	DPU/USD 151,245 (One Hundred Fifty-One Thousand Two Hundred Forty-Five Dollars Only)	Yes	
2	Trade Winds International	DPU/MUR 6,373,500 (Six Million Three Hundred Seventy-Three Thousand Five Hundred Rupees Only)	No	Guaranteed particulars not submitted
3	Suzhou Silverstone Electric Co., Ltd	DPU/USD 97,665 (Ninety Seven Thousand Six Hundred Sixty-Five Dollars Only)	No	 Lever for operation from ground level not provided The bidder has not confirmed that the street lighting control equipment has been designed to resist high wind gust (above 200 km/h). It is mentioned that the equipment to be tested.
4	Kakatiya Energy Systems Pvt. Ltd	DPU/MUR 6,664,500 (Six Million Six Hundred Sixty- Four Thousand Five Hundred Rupees Only)	Yes	Ъ.

2.0 Price Comparison for bids that are substantially responsive

Bid	Bidder	CCY	A. Price at	B. Bid Price	C. Price after	D. Evaluated	E. Price after	Rank
Ref			Bid	after	currency	Price ²	Margin of	
No.			opening	corrections ¹	conversion	(MUR)	Preference	
					(MUR)		S.	
1	Jiangsu Powersync Co.1td	USD	151,245	151,245	6,933,615.28	6,933,615.28	6,933,615.28	2
4	Kakatiya Energy	GI IV	6 664 500	100				τ
	Systems Pvt. Ltd	NUM	0,004,200	0,004,200	0,004,DUU	0,004,500	n/a	-1

¹ Price after corrections due to arithmetic errors.

 2 Evaluated Price after allowing for other factors such as merit point/deviations.

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3.0 Best Evaluated Bid:

On the basis of the evaluation as indicated above, the best evaluated bid is from:

Item No	Bidder	Quoted DPU (MUR) Excl duties & VAT
1	Kakatiya Energy Systems Pvt. Ltd	6,664,500
	TOTAL	6,664,500

1	1000172 595	Street Lightin	1500	unit	5418	8127000 .0	N/A	0	0	0.00	0	0	0.00	N/A	N/A
		g Control													
		Equipme nt													
		Complet e with Fixatio													
		n Bracket													

COMMERCIAL EVALUATION TEMPLATE FOR GOODS PROCUREMENT

The data in this template is in read only mode and will be used for evaluation processes after opening of bids. You are only required to decrypt and re-encrypt this template.:

BID SUBMISSION FORM (OAB - GOODS) (VER. 1.0)

If the prices in the Price Schedule or Bill of Quantities have been reworked please click on 'Decrypt' to ascertain that the amount and currencies in the Bid Submission Form match the amended prices:

Insert N/A if response is NOT APPLICABLE or N/AV if response is NOT AVAILABLE:

To:

Central Electricity Board

We, the undersigned, declare that::

(a) We have examined and have no reservations to the Bidding N/A Documents, including Addenda Number:

(b) We offer to supply in conformity with the Bidding Documents Street Lighting Control Equipment and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:

(c) The total price of our Bid, excluding VAT and any discounts offered in item (d) below, is:

Bid price, excluding VAT and discount, for base offer:

Amount in figures	Item Reference
4443 Mauritian Rupee (Four Thousand Four Hundred Forty Three Rupees Only)	street lighting control equipment

Bid Price for first option (at Bidder's discretion, where applicable) excluding VAT and discount:

Amount in figures	Item Reference
0 Mauritian Rupee	N/A as per ITB 14.1

Bid Price for second option (at Bidder's discretion, where applicable) excluding VAT and discount:

0 Mauritian Rupee	N/A as per ITB 14.1
(Zero Rupee Only)	

Bid Price for Alternative (at Bidder's discretion, where applicable) excluding VAT and discount:

Amount in figures	Item Reference
0 Mauritian Rupee	N/A as per ITB 14.1

(d) If our bid is accepted, the following discounts, excluding VAT, shall apply:

Discount and methodology of its applications for base offer (at Bidder's discretion, where applicable)::

Amount in figures	Methodology of application	Item Reference	
200	if quantity is 3000 nos or more	street lighting control equipment	

Discount and methodology of its applications for first option (at Bidder's discretion, where applicable)::

	Amount in figures	Methodology of application	Item Reference
(0	N/A	N/A

Discount and methodology of its applications for second option (at Bidder's discretion, where applicable)::

Amount in figures	Methodology of application	Item Reference
0	N/A	N/A

Discount and methodology of its application for alternative (at Bidder's discretion, where applicable):

Amount in figures	Methodology of application	Item Reference
0	N/A	N/A

(e) Our bid shall be valid for a period as specified in ITB 120 days 21.1 from the date fixed for Bid Submission Deadline in according to ITB sub-clause 25.1:

(f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract:

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries:

India

(h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;:

(i) Our firm, its affiliates or subsidiaries-including any subcontractor or supplier for any part of the contract-have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3:

(j) Margin of Preference:

We do not apply for Margin of Preference

(k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract (if none has been paid or is to be paid, indicate 'NONE')::

NONE

(1) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereunder and subscribe fully to the terms and conditions contained therein, if a Bid Securing Declaration is required. We understand that non-compliance to the conditions mentioned may lead to disqualification.:

(m) We are hereby submitting copy of our Bid Security, if so required by the procuring entity, in lieu of the Bid Securing Declaration.:

(n) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution: i.We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. ii.We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. iii.We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.:

(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.:

Name of Person duly authorized to digitally signing the bid:P R Lakshmana RaoIn the capacity of:Managing DirectorDuly authorized to digitally sign the bid for and on behalf of:Kakatiya Energy Systems Private Limited

Bid Securing Declaration:

By subscribing to the undertaking in respect of paragraph (1) of the Bid Submission Form: I/We accept that I/we may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we:(a) have modified or withdrawn my/our Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or(b) have refused to accept a correction of an error appearing on the face of the Bid; or(c) having been notified of the acceptance of our Bid by the public body during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Purchaser is The Central Electricity Board	
GCC 1.1(II)	The Furchaser is the Central Electricity Doard	
GCC 1.1 (m)	The final Destination is DPU basis Port Louis Harbour Mauritius for Foreign Bidders and Delivery to Store/ DDP basis to CEB Main Stores, Abattoir Road, Roche Bois for Local Bidder.	
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.	
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2020.	
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be:	
	Attention:	
	The Officer-in-Charge,	
	Central Electricity Board	
	Rue du Savoir	
	Cyber City,	
	Ebene	
	Mauritius	
	Telephone: (230) 404-2000	
	Facsimile number: (230) 454-7630/32	
	Electronic mail address: <u>ceb@ceb.mu</u>	
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 is deleted entirely and shall read as follows:	
	In the case of a dispute, that has remained unresolved between the Purchaser and a Supplier, the dispute shall be referred to a Court in Mauritius	
GCC 13.1	Details of shipping and other documents to be furnished by suppliers are:	
	 (a) Suppliers Invoice (3 original) duly stamped and signed, disclosing the description of each item, the unit price, the total FOB value, the freight/insurance cost and the total DPU value separately. 	

	1	
		The Invoice should also bear the under-mentioned clause:
		" We hereby certify that the particulars given in the invoice are correct and that no different Invoice in respect of the same good has been or will be issued"
	(b)	The Transport Document that is either the Bill of Lading or the Airway Bill should be presented in three originals and three non-negotiable copies. The document should mention the Consignee's name, the notified party, number of packages shipped or air freighted, marks and numbers, the gross weight and volume and "Freight Prepaid" and "Shipped on Board" or " Clean on Board".
	(c)	Insurance Certificate(1 original and one copy)
	(d)	Packing lists
	(e)	Advice of dispatch
	(f)	Clearance Certificate for shipment of goods where applicable, issued by the Central Electricity Board or its representative.
	arrival of	te documents shall be received by the Purchaser before f the goods and, if not received, the Supplier will be le for any consequent expenses.
	The Supplier shall be fully accountable for any delay faced by CEB in clearing the goods from Customs due to delays by the supplier to submit the relevant shipping documents or submission of erroneous shipping documents to the CEB.	
	not limite from the	reserves the right to claim any associated costs, such as, but d to, demurrage charges and container restacking charges, supplier in the event of delays caused by the supplier in g the appropriate shipping document.
GCC 13.2	The GCC	13.2 added to read as follows:
		vho have quoted on a DPU basis shall provide shipping ts on the name of the Consignee (Central Electricity Board)
GCC 15.1	The prices charged for the Goods supplied and the Related Services performed shall not be adjustable.	
	-	are adjustable, the method described in the Price ent Formula as attachment to these SCC shall be used.

GCC 16.1	The method and conditions of payment to be made to the bidders under this Contract shall be as follows:	
	A. Local Bidders:	
	 Payments to local bidders quoting on a DDP/ Delivery to Stores basis shall be made within twenty-one (21) working days upon submission of an Invoice and any other related documents. 	
	Payment by Letter of Credit and Advance Payment to Local Bidders is NOT acceptable.	
	B. Overseas Bidders:	
	For overseas bidders, the following Mode of Payment is acceptable	
	1.Payment to overseas bidders quoting on a DPU basis shall be Cash Against Documents dispatched directly to CEB.	
	2.Cash Against Document through Bank.	
	3.Letter of Credit. -Confirmed Letter of Credit: Confirmation charges at beneficiary's cost.	
	Transferable Letter of Credit and Advance Payment are NOT acceptable.	
	Where the mode of payment is as per items 2 and 3 above, an amount of 10% of the total contract value shall be retained until the reception of the goods.	
	In case the Supplier is an SME, payment will be effected within 14 working days.	
GCC 16.4 (b)	Local Suppliers shall be paid in Mauritian Rupees only. The prices shall be adjustable to fluctuation in the rate of exchange, as applicable.	
GCC 16.5	Interest shall be payable immediately after the due date for payment.	
	The interest rate shall be the legal rate.	
GCC 18.1	A Performance Security of an amount equivalent to 10% of the total contract value shall be required within 21 days as from the date of issue of a Letter of Acceptance. The Performance Security shall be established by a Commercial Bank/Insurance Company operating in Mauritius as per format enclosed.	

The Performance Security shall be valid 60 days beyond the final delivery date.
The Performance Security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
Discharge of the Performance Security shall take place as indicated in sub clause GCC 18.4
The packing, marking and documentation within and outside the packages shall be as appropriate
The packing should be either sea-worthy or air-worthy as appropriate.
Markings shall mention the consignee's name and address, the Purchase Order Numbers, the Gross /Net weight, the dimensions and the content of each package.
The insurance coverage shall be as specified in the Incoterms.
Responsibility for transportation of the goods shall be as follows:
DPU Basis Including Insurance. The successful bidder shall pay for all costs including landing and unloading charges until the final place of destination (Port Louis Harbour) as specified in this document excluding Import Customs Clearance, Transportation from place of destination to warehouse and Import Taxes.
DDP Basis Including Insurance. The Successful bidder shall be responsible for all costs involved from the bidder's warehouses, including Import Customs Clearance, Import Taxes and Transportation until our Warehouse/Stores.
The inspections and tests shall be: The Manufacturer shall carry out all routine tests, if applicable, and submit all the tests report to the CEB or its representative at the time of pre-shipment inspection, for verification.
The Inspections and tests shall be conducted at the Supplier's Factory.
The liquidated damages shall be 1.0 % of the contract value per week of delay or part thereof.
The maximum amount of liquidated damages shall be 6% of the contract value.

GCC 28.3	The period of warranty shall be 12 months from delivery.	
	For purposes of the Warranty, the place(s) of final destination(s) shall be CEB Main Store, Abattoir Road, Roche Bois.	
GCC 28.5	The period for repair or replacement shall be 30 days after receipt of the faulty items by the supplier.	