

ENERGY EFFICIENCY SERVICES LIMITED

(A JV of PSUs of Ministry of Power, Govt. of India)
DN-53, WECS Building 1st Floor, Salt Lake Sector- V,
Kolkata- 700091

(SUPPLY CHAIN MANAGEMENT DEPARTMENT)

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work:- Supply and installation OFFICE FURNITURE of reputed brand with comprehensive warranty of 5 years for NEW office in the state of Jharkhand at (1st Floor ,Frist Aid Building, FFP Plant , HEC Limited , Dhurwa Rd, Ranchi, Jharkhand ,PIN-834004

NIT/Bid Document No. EESL/06/2019-20/Furniture/JH/192020005

Date: 16.03.2020

EESL invites interested bidders (Manufacturer/Supplier) for the aforesaid supply of furniture Under Single Stage Single Envelope Bidding Process. For detail about the IFB, please refer to the detail that follow. Any Amendment(s)/Corrigendum/Clarification(s) with respect to this tender shall be uploaded on the EESL website only. The bidder should keep themselves updated by regularly visiting the website (www.eeslindia.org) of EESL for any Amendment(s)/Corrigendum/Clarification(s) in regard to this tender.

For & on Behalf of EESL

Sanjit kumar

AE-(Contracts)

The bids for E-tenders will be submitted online on the web site <https://eesl.eproc.in>. Oral, telephonic, telegraphic bids or those submitted in hard copies/physical form will not be entertained. In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.

(BID DETAILS)

NIT/Bid Document No.	NIT/Bid No.:EESL/06/2019-20/SLNP/DIC/JH/192020005 16.03.2020	Date:
Document Cost:	INR Rs. 4000/ (Rupees Four Thousand Only)	
Earnest Money Deposit (EMD)/ Bid Security	INR/- Rs. 30000 (Rupees Thirty thousand only) (to be submitted in form of DD/BG. EMD to be valid up to 225 days from the date of techno-commercial bid opening).	
Bid Submission Period Date & Timing, i.e., Last date & time for downloading RfP from website	From 16.03.2020 (Monday) to 23.03.2020 (Monday) (up to 1400 IST)	
Offline Bid Submission Period	From 16.03.2020 (Monday) to 23.03.2020 (Monday) (up to 1430 IST)	
Techno-commercial bid Opening Date & Time	23.03.2020 (Monday) at 1500 hrs. IST, offline, at following address:- Energy Efficiency Services Limited 4th Floor , Maple Plaza , Opp- Road No-2, Ashok Nagar , Ranchi -834002	
Bid Validity Duration	180 days from the date of opening of techno-commercial bid.	
Contact Person(s) for Technical Queries <i>(copy of the query to be marked to Contracts Dept. as well)</i>	Sh. Rakesh Jha(State Head),Sh. Ranveer Singh (D.M) Energy Efficiency Services Ltd. E-mail- rjha@eesl.co.in , rksingh@eesl.co.in	
Contact Person(s) for Tender-related Queries	Subhadip Dutta (D.M), Mr. Sanjit Kumar (AE-SCM) Energy Efficiency Services Ltd. E-mail: sdutta1@eesl.co.in , sanjitk@eesl.co.in	
Bid should be addressed to	State Head (Growth & Lighting) Energy Efficiency Services Limited 4th Floor , Maple Plaza , Opp- Road No-2, Ashok Nagar , Ranchi -834002	

1.0 All the bids must be accompanied by EMD, as mentioned above. **Bids not accompanying the Bidding Document Cost and EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.**

The EMD could, at the bidder's option, be in the form of a Pay Order / Banker's Cheque/DD in favour of "Energy Efficiency Services Limited" payable at New Delhi or in the form of a Bank Guarantee (BG) **strictly** as per format at Attachment-2 in Section-6. The BG must be issued only by any of the banks named in Annexure-I of the Attachment-2. The EMD must remain valid for a duration of 45 days beyond the original bid validity duration of

180 days, i.e., 225 days from date of techno-commercial bid opening. If any extension in bid validity is sought by EESL, the bidder may be asked to extend the validity of EMD, which the bidder shall have to do without any cost implications to EESL.

The EMD must reach the following address in a sealed envelope superscribed “**EMD and Bidding Document Fee for NIT/Bid Document No.: EESL/06/2019-20/Furniture/JH/192020005**” before the submission date & time mentioned above.

**General Manager,
Energy Efficiency Services Limited
Plot No. 53, Block: DN,
Sector -V, Salt Lake City,
Kolkata-700091**

The details of the instruments of Bidding Document Cost and the EMD (DD/BG, etc. as applicable) have to be entered online in relevant fields/columns of the module while submitting the E-bid. It must be ensured by the bidder that the original instruments towards Bidding Document Cost and EMD are received by EESL before opening time of the techno-commercial bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. EESL will not be responsible for any delay, loss or non-receipt of Bidding/RfP Document Cost or EMD sent by post/courier.

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-2 (ITB) regarding submission/payment of EMD and Bidding Document Cost and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Bidding Document Cost and EMD are self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Bidding Document Cost and the EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

2.0 EESL reserves the right to cancel / withdraw the IFB without assigning any reason whatsoever and in such a case, no bidder / intending bidder shall have any claim arising out of such action.

3.0 The subject procurement will be done through e-tendering. The NIT is available on the website <https://eesl.eproc.in> or could be viewed after following the link of ‘e-Tendering’ on EESL's website's Home Page, i.e., <http://eeslindia.org> from where the bidders registered with EESL (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online. The Tender submission, Tender closing and opening will be done electronically and online.

1. BID SUBMISSION:

The bidders are required to submit the Price Bids single envelope with all attachments in original to the following address:

State Head (Growth & Lighting)

Energy Efficiency Services Limited
4th Floor , Maple Plaza , Opp- Road No-2,
Ashok Nagar , Ranchi -834002

- **Date of Price Bid Opening:** Third week of March, Detail will be notified through e-mail.
- 2. **PRE-BID MEETING:** Pre-bid meeting will be held on 16th March, 2020 at 12:30 PM at **Energy Efficiency Services Limited , 4th Floor , Maple Plaza , Opp- Road No-2 , Ashok Nagar , Ranchi – 834002**
- 3. **Warranty and Support**
All items must have 5 years' comprehensive onsite warranty from the date of completion of successful installation.
- 4. **Other Terms and Conditions**
 - (A) Technical bid shall contain all relevant technical details; printed technical brochure/catalogue of models quoted and other details, which may be necessary to ensure that the offer is complete in all respect e.g. technical specifications, etc.
 - (B) Price bid must be submitted in a separate sealed cover strictly in format given in Annexure- IIA and Annexure-IIB and duly signed by the bidder. The prices quoted must include installation and 5 years' onsite warranty.
 - (C) Technical bid must also contain
 - C.1 Compliance Certificate, duly signed by the bidder, against each item in the detailed technical specification strictly in the format given in Annexure-I
 - C.2 Unpriced Bill of Materials strictly in the format given in Annexure-IIA and
 - C.3 Annexure-IIB
 - C.4 Account Payee Demand Draft for specified amount of Earnest Money Deposit (EMD)

All materials shall be delivered within sixty (60) days of the date of the Purchase Order and all materials shall be.

ELIGIBILITY CRITERIA

The Contractor/Firms shall furnish the following documents attached with the quotation for Technical Bid failing which the bid will be rejected summarily.

1. Proof of Service Tax Number/Sales Tax Number/VAT Number (Readable copy of GST also should be enclosed.).
2. PAN No. of the firm. PAN No. on the name other than the firm should not be accepted. Copy of Income Tax Return for the last five years.

3. Proof of five annual contracts for supply of furniture items with Govt. Ministries/ Departments/ PSUs etc. with satisfactory report of work value not less than Rs. Ten lakhs annually (work order with performance/completion report should be enclosed).
4. The Firm should have a certificate from International Organization for Standardization (ISO) in manufacturing of office furniture items. Copy of the same must be enclosed.
5. The Earnest Money Deposit (EMD) of Rs. 30000/- (Rupees thirty thousand only) through a Demand Draft/ Pay Order (No & Date) etc.
6. The firm should not have been black listed from any Govt. / EESL / PSU
Organization (A certificate in this regard will be submitted with the tender.
7. The bidder shall meet the following requirements for being treated as technically qualified. Please include in the technical bid supporting documentary evidence for each of the points listed below.
8. All items offered must be factory-built Branded products.
9. Manufacturer should have Green Guard certification and having certifications like; BIFMA, ISO 9001:2015, ISO 14001:2015, ISO 50001:2011, OHSAS18001:2007
10. All items should be designed with ergonomics design practice.
11. Catalogue must be submitted for the quoted items.
12. installed shall be enclosed with the Technical Bid. Manufacturer should have a service provider at least within the district.

Qualifying Requirement (In sealed envelope)

S.no	Description	Document proof Required
1	Name and Address of the firm /Agency	
2	Service tax number /sales tax number /GST Number	Copy of GST Registration certificate form - 06
3	PAN number	Copy of PAN Number
4	Income tax Return for the last three years (2016-2017,2017-2018,2018-2019)	Copies of income Tax Returns
5	The firm / proprietor should have a certificate from international organization for standardization (ISO) in manufacturing	Document required
6	Certificate stating firm has not been black listed from any Govt./EESL/PSU's organizations.	Document Required
7	Product Catalogue / Brochure with legible picture ,model , Name and number and specification in respect of dimensions material , colour ,warranty etc., is enclosed	Document Required
8	Bidder should have minimum 3 year work experience of similar work done in Central Govt./PSU/State Govt.	Bidder should submit the relevant experience certificate /Agreement copies /LOA /.POs/ Completion certificate

		other documentary evidence , to showcase the work experience.
9	Valid Electrical licence (work electrical work)	Document required
10	Bidder should have own at least one show room and furniture outlet in Ranchi or in Jharkhand	Self-declaration to submitted
11	Bidder should submit proof of execution of “works” experience in the past seven(7) years as under. Single work order of at least: Rs. 11,85,800.00 OR Two work order of least : Rs. 7,41,125.00 OR Three work orders of at least : Rs. 5,92,900.00	Bidder to submit the proof of work orders/LoAs along with proof of completion of execution against each of the WOs/LoAs shall be submitted. Work means supply of office furniture.
12	Singed copy of rfp with Seal	Document required
13	Price Bid as per format attached	Document Required
14	EMD (Rs.30000) Payable at New Delhi , In favour of Energy Efficiency Services Limited.	Addressed to ,Energy Efficiency Services Limited. 4 th Floor Maple Plaza ,Opp- road No-2, Ashok nagar , Ranchi -834002

SCOPE OF WORK AND TERMS & CONDITIONS

Scope of Work : Supply of reputed brand furniture as mentioned in

Terms & Conditions

1. The Bidder must quote and supply only the furniture of reputed Brand and Bid for unbranded items will not be entertained.
2. The Bidder must upload the High-Resolution Colour Photos / Catalogue of each furniture mentioned in the **Schedule-I** and Sl. No. of the item in the Schedule I should be mentioned on the said photograph / catalogue.
3. Bids must comply with the specifications mentioned at **Schedule – I** and Bids have to be made for all items mentioned in **Schedule-I**. Bids for part items will be rejected. The bidders must supply and quote for only reputed brand furniture and Bidders may quote their rates inclusive of all charges. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during the validity

period.

4. Department reserves the right to reject any item found to be non-confirming to required quality and specification at the time of supply from the successful bidder.
5. This office reserves the right to purchase part quantity of a particular furniture item listed in **Schedule-1** / reject a particular furniture item listed in **Schedule-1** based on the availability of funds.
6. The bidders may quote the price only in the **BoQ Format** available in the CPP Portal. They may quote unit price exclusive of GST for each item and the system will auto populate the total amount inclusive of GST. No payment over and above the prices quoted (except GST) in the Tender shall be made by the Department.
7. The price should include supply and installation at the said premises and warranty would commence from the date of commissioning. No delivery charges will be paid extra.
8. The method of selection will be **on the L-1 basis** viz., the bidder quoting lowest total amount which is inclusive of GST.
9. The supplier should **be registered with the GST** and should upload a copy of the Registration Certificate.
10. The furniture items etc., supplied by the bidders should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. This Office retains the right of taking any action including termination of the contract without assigning any reasons.
11. The Bids should be signed by the authorised person and his full name, designation, contact no. viz., Telephone/Mobile no. should be indicated below his/her signature and a proof of identity should be submitted along with the bid.
12. The Commissioner(Appeals), CGST, Central Excise & Customs, Guwahati reserves the right to accept or reject any of the tender/bid without assigning any reason to the supplier.
13. Payment against bill/invoice will be made only after supply/installation and observance of satisfactory quality of the item.
14. Under no circumstances the successful firm/bidder will appoint a sub – contractor or sub-lease the contract for the supply of furniture.
15. The bidder should have annual turnover of Rs 2 crores in the past three years. They should upload the balance sheets of last three years to support their claim.
16. The successful bidder shall supply the Furniture to Office of (State Head , 1st Floor , Frist and get it installed / assembled/ fixed at the said office by deploying proper technical person.
17. This office will not bear any travelling/lodging/boarding expenses of the persons deployed when he/she visits Guwahati.
18. The supply and installation of the furniture so approved by the Department should be completed within 15 days from the date of issue of work order, keeping in view of the urgency of requirement of the said

items, failing which the order shall be liable to be cancelled and this office reserves the right to place the order to the next bidder.

We agree to the above terms and conditions.

SUMMARY OF BILL OF QUANTITY (Schedule - I)

3. Area	Item Name	Description	Dimensions
Chamber 1	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft
	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft
	Back Storage	It will in a combination of open and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	11.3ft X 2ft
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft
Chamber 2	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft
	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft
	Back Storage	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	11.3ft X 2ft
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft
Conference Room	Conference Table	Made of Solid Ply finished with Quartz Granite Top of the table.	12ft X 5ft
	Storage Cum T.V Unit	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	5ft X 2ft
	Wall Decorations with Artificial Grass	Side decoration on the corner and other areas needed with artificial grass and other elements if required.	Approx
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	7.5ft X 2.4ft
	Center Table	Made of Solid Ply combined with tampered glass in the center of the table.	3.5ft X 2ft
	Open Wall Display Rack	The open display racks finished in Laminates and Glass.	10ft X 1ft
Waiting Area	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft
	1 Seater Arm Chair	Customised 1 Seater Sofa finished in Fabric and Kurlon Cushion.	2.4ft X 2.4ft
	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	4.5ft X 2ft

Chamber 3	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	4ft X 1ft
	Back Storage	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	7ft X 1.3ft
Workstation Area	Workstation	L Shaped Workstation finished in Laminates and equipped with White Board with marker holder, Bulletin Board, and Sticky Note Platform in each.	16 Nos.
	Pedestrial	A pedestrial set will be provided for with wheels for movement. Each pedestrial set will be equipped with channelled drawers 3Nos or Chanelled Drawer 1Nos and Shutter underneath.	16 Nos.
	Half Height Storage	Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	15.3" X 3' X 1.6"
		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	6' X 3' X 1'6"
		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	7' X 3' X 1'3"
Movable half height storage with wheels for easy movement of the cabinet.		2'6" X 3' X 1'6"	
Document Room	Shutter Covering	The concrete racks will be covered with Shutters either sliding or on hinges whichever required.	Approx 12ft X 15ft
Electrical Works		Total end to end electrical fixations including wiring, piping,lights, decorative elements such as fancy lights and additional pipe detailing wherever needed.	Expected approx 2500 Sqft
Chairs		Director's Chair	3 Nos
		Visitor Chairs with wheels for Chambers	22 Nos
		Visitor Chairs with wheels for Conference Room	25 Nos
		Normal visitor chairs for other miscellaneous areas	5 Nos
	Window Blinds	Blinds for all the windows in the office area.	Approx

SPECIAL CONDITIONS OF CONTRACT

Special conditions will prevail upon the instruction to Bidders and other terms and conditions

1. Terms of Payment:

<u>Period of Payment</u>	<u>Payment Terms</u>	<u>Condition of Payments</u>
<u>Installation Phase</u>	100 % of LoA rates for Installation of furniture shall be made to the BIDDER within 30 Days from the date of submission of original bill/invoice duly certified/ verified by representative of EESL after completion of installation; subject to fulfilment of contractual obligations.	After Submission of Jointly verified Installation report by and EESL's/ representative

1. The Bills shall be certified by the Engineer-In-Charge or its Authorized representative.
 2. Successful bidder has to sign a Contract agreement with EESL within 07 days of issuance of LoA.
 3. TDS shall be deducted as per applicable policy & norms.
- EESL reserves right to cancel the bid without giving any reason.
 - BOQ form is attached at **Annexure-A** in this section-4. ***Bidder need not to submit this form along with the bid.*** However, bidder may use this form for their cost estimation. In case of unreasonable prices quoted by the bidder, EESL reserves the right to ask the filled BOQ form from the respective bidder.

CONDITIONS OF PAYMENT:

(1) Submission of Contract Performance Guarantee (CPG) as per Clause 15 of this document. Each Bidder shall have to submit it in the form of BG/DD/Banker's Cheque/pay order.

2. **Completion Time:** With-in 15 day after issuance of LoA

a. Detailed Field Survey

- Completion of Survey in entire Office premises within 2 days of issuance of LOA.

b. Installation and Commissioning of office furniture.

Entire material to be delivered, installed, and commissioned

- Within 2 weeks of issuance of LoA .

In case of lack of bids received EESL reserves the rights to award the work to any party/parties found suitable during evaluation as per evaluation criteria mentioned in the bid, Since the work to be completed in limited time frame, if the bidder is unable to complete the work in defined time frame,

EESL reserves the rights to award the work to any party/parties in addition to L-2 party in condition of matching L-1 quoted rate , which was found suitable during evaluation as per evaluation criteria mentioned in the bid.

- Successful bidder should submit the **detailed implementation schedule** within 2 days of the LOA.
Or

EESL reserves the right to disqualify the bidder from participating in the subsequent tenders based on the performance rating measured against above.

3. **Evaluation Criteria:**

- a. Tender will be evaluated separately for as stated in Bill of Quantity.
- b. Bidder can participate if they can manage to accomplish the suggested timeline as per scope of work.
- c. Bidders need to submit an undertaking mentioning the number of Clusters they are participating as per Attachment-12 of Section 6.
- d. Prices will be evaluated as brought out in the Price bid of RfP. Suitable bidder having lowest Total prices i.e A+B (at column no. 5 of Price bid table) shall be L1. Bidders shall manage to accomplish the suggested timeline as per scope of work.
- e. Award of work shall be on L1 basis.
- f. Further, in case a party is not able to supply quantity allocated to them as per scheduled timelines, EESL reserves the right to shift the part/full quantity to other bidder.
- g. If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.
- h. However bidder has to ensure that the project completion period for the awarded work **from the date of LoA**. If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.
- i. However irrespective of the qty. awarded, bidder has to ensure that the project completion period for each bidder shall be as per **Completion period and Implementation schedule** of this RfP to be calculated from the date of LoA.
- j. EESL reserves the right to split the total order quantity in view of the tender quantity and past experience the complete order value as per below table. Maximum work to be awarded for single Cluster for complete scope of work as defined in tender documents on technically suitable lowest evaluated bidder/ matched price with L-1 bidder shall be as per the distribution pattern as under:

In case of Distribution between	Ratio in percentage
Two Parties (L1: L2)	60%: 40%
Three Parties (L1: L2: L3)	50%: 30%: 20%

- k. The award to L2, L3 and L4 shall be subject to their acceptance of L1 rates with all other terms and conditions as per tender. In case of more than four bids are received, distribution will be done in only Four/three parties, as the case may be. However, in case L2 and/or L3 and/or L4 bidder does not match the prices of L1 bidder on for the above said quantities for complete scope of work, EESL reserve the right to approach L5 or L6 etc. parties in that sequence. Further, in case a party is not able to supply quantity allocated to them as per scheduled timelines, EESL reserves the right to shift the part/full quantity to other bidder, who has matched the price. However, the distribution in U.T. shall be on EESL's sole discretion and in a fair/ justifiable manner.

Important Conditions: However irrespective of the qty. awarded, bidder has to ensure that the project completion period is per the timelines of the tender. If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.

4. Bid Submission:

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. Bidder has to qualify the requirements as mentioned in **Point No.3.**

EESL invites sealed tenders from eligible bidders for the above-mentioned Scope of work.

Earnest money Deposit (EMD): Bidder can participate in either any or all the Clusters. No EMD exemption is applicable for subject tender. EMD for the Clusters is as below:

Place	EMD Value (in Rs. Lacs)
Ranchi	30000

Duration of the Work: Number of days for Installation as mentioned in the timelines above (from date of issue of LoA)

The bidders are required to submit the bid in original to the following address.

**Energy Efficiency Services Ltd.,
4th Floor , Maple Plaza,Opp- Road No-2,
Ashok Nagar , Ranchi- 834002**

5. Applicable Taxes, Duties and levies:

The above prices are inclusive of all cess and duties, transfer to site, insurance, other costs incidental to installation and excluding GST (IGST, SGST, CGST, UTGST). You should mandatorily register yourself under GST act of the particular state. Any other charges/cost/TA/DA is also included in the above contract price.

(a) If there is increase or decrease in the taxes and duties subsequent to supplier's offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., EESL will reimburse the actual tax.

(b) In case of failure to achieve completion as per contract delivery schedule of supply, EESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period.

6. Contract duration:

Installation duration and Maintenance thereafter for 5 years, from the date of issuance of LoA subject to satisfactory performance. EESL reserves the right to terminate the contract under the circumstances where any of the contractual obligations are not met or in case of discrepancies arises in the documents submitted to EESL.

7. Adjudicator:

Adjudicator under the contract shall be appointed by the Appointing Authority i.e. MD (EESL). If the bidder does not accept the Adjudicator proposed by EESL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the EESL and Bidder have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.

8. Arbitration:

Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent Amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

9. Quantity Variation:

EESL reserves the right to change the Division/ULBs to be awarded and for variation in BOQ up to +/- 20% on one or more items subject to total variation in LOA Quantity limited to +/- 20%.

10. Safety:

1. The BIDDER shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, PPE, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of installation & AMC. Also, the BIDDER shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
2. The BIDDER shall issue Identity Cards to their employees deployed for execution of the assigned works in the District with the consent of Engineer In charge.
3. The BIDDER should ensure that there are no disputes regarding service, payment etc. of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the BIDDER's employees shall insist upon the EESL for employment, wages, and allowances or any other related matter, payment etc.
4. The BIDDER to deploy their manpower immediately for carrying out the work as specified above.
5. The BIDDER shall not deploy the manpower below the age of 18 years.
6. The BIDDER shall not deploy the female manpower between 7 PM to 6 AM.
7. The BIDDER shall be directly responsible for any / all disputes arising between him and his persons and keep the EESL indemnified against all losses, damages and claims arising thereof. The BIDDER shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower. All safety wears (PPE) required for the BIDDER's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the BIDDER at his own cost and he shall ensure that his employees regularly use such safety gears while executing the work.
8. The BIDDER shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. The EESL shall be at liberty to object to the presence of any representative or employees of the BIDDER at the site, if in the opinion of the EESL such manpower has done any act of misconduct or negligence or otherwise undesirable, then the BIDDER shall remove such a person objected to and provide a competent replacement immediately.
9. BIDDER must Deduct and deposit ESI and PF contribution. Copies of the same shall be submitted.
10. The BIDDER shall at all times indemnify EESL against all claims, damages or compensations and compliance laid down under the provisions of payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation's Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Equal Remuneration Act 1938, Employment of Child Labor Act 1938, Contract Labour (Regulation & Abolition) Act 1970 or any modifications thereof or any other law/statutes relating thereto and Rules thereunder from time to time.

11. Compliance to EESL's EHSS Policy

The BIDDER shall necessarily comply with EESL's EHSS (Environmental, Occupational Health & Social) policy as applicable to Street Light National Program and any further modification(s)/addition(s) to EHSS policy.

The existing policy may be referred at <https://eeslindia.org/content/raj/eesl/en/EESL-Policies.html>

12. Liquidated Damage (LD):

Penalties and Liquidated damages on default of Bidder:

- a. In case of any delay in the execution of the INSTALLATION, beyond the stipulated time schedule, EESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 10% of the total value of the contract. However, the LD will not be applicable for the period if delay is not on bidder's part.
- b. Alternatively, EESL reserves the right to avail the from elsewhere/other contractor at the sole risk and cost of the successful bidder/contractor and recover all such extra cost incurred by EESL in avail the services from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc.
- c. And also, EESL reserves the right to cancel the order completely or partly without any prejudice to the exercise of the actions under Clauses 'a' and 'b' above.
- d. In addition to above, following penalties shall be applicable during the entire contract period, over and above the ceiling limits of LD provisions.
- e. In case of any delay in the execution of the INSTALLATION, beyond the stipulated time schedule i.e. 63 Days (9 weeks), EESL reserves the right to recover from the bidder a sum equivalent to 2% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 50% of the total value of the contract. However, the Penalty will not be applicable for the period if delay is not on bidder's part.
- f. Penalties for non-fulfillment of minimum uptime requirement i.e. 95% and delays in Restoration of LED Street Light faults shall be
Penalty = $2 \times [(wattage \text{ of defective LED Street Lights}) \times (\text{operating hours}) \times (\text{no. of days of default beyond 48 hours}) \times \text{tariff}] / 1000$ or Rs 50 per day per light whichever is higher
Where Tariff shall be as notified by concerned state Electricity Regulatory Commission for Street Light application or as applicable under the agreement between concerned ULB and EESL.
- g. Penalties for non-deployment of qualified personnel: Rs. Two lakhs per month (non-deployment for more than 15 days in any calendar month). Bidder to ensure a deployment of regular Staff as described in tender documents.
- h. Penalties for non-availability of maintenance team/s: Rs. 10,000 per month per team (non-availability for more than 5 days in any calendar month). Bidder to ensure that each maintenance team must comprises of qualified personnel i.e. at-least 1 technician & 2 helpers per 4000 lights. In case, the total amount of penalties mentioned above exceeds the amount of maximum provision under Liquidated Damages, EESL reserves the right to recover the same from CPG. However, In any case penalties cannot be more than the contract value.

13. Compliance with all Statutory Regulations:

- i. Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LOA including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful bidder including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub-contractor(s) also. The successful bidder shall submit the documentation to EESL, on monthly basis, as required under the applicable statutory requirements.
- ii. Successful bidder shall indemnify EESL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. EESL has no role to play in this matter.

- iii. The successful bidder, at their own cost, shall arrange disposal of failed LED Lamps /various part of the Luminaires as per the relevant provisions of various acts/regulation in force from time to time.
- iv. The successful bidder, shall submit all the necessary documents pertaining to various statutory guidelines and rules including but not limited to EPF Submission (Form 12A, 3A, 6A), ESI etc, within 1 month of award of LoA. EESL reserves the right to take necessary action as deemed fit in case of non-submission of the said documents.

(Price Bid Format)

Area	Item Name	Description	Dimensions	Area (Sqft / Nos)	Unit Rate	Total amount
Chamber 1	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft	14		
	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft	9		
	Back Storage	It will in a combination of open and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	11.3ft X 2ft	22.6		
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft	2		
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric	6ft X	1		

		and Kurlon Cushion.	2.4ft			
Chamber 2	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft	14		
	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft	9		
	Back Storage	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	11.3ft X 2ft	22.6		
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft	2		
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft	1		
Conference Room	Conference Table	Made of Solid Ply finished with Quartz Granite Top of the table.	12ft X 5ft	60		
	Storage Cum T.V Unit	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	5ft X 2ft	10		
	Wall Decorations with Artificial Grass	Side decoration on the corner and other areas needed with artificial grass and other elements if required.	Approx	1		
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	7.5ft X 2.4ft	1		
	Center Table	Made of Solid Ply combined with tampered glass in the center of the table.	3.5ft X 2ft	1		
	Open Wall Display Rack	The open display racks finished in Laminates and Glass.	10ft X 1ft	10		
Waiting Area	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft	1		
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft	4		
	1 Seater Arm Chair	Customised 1 Seater Sofa finished in Fabric and Kurlon Cushion.	2.4ft X 2.4ft	2		
	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and	4.5ft X 2ft	9		

Chamber 3		12mm Clear Glass Top.				
	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	4ft X 1ft	4		
	Back Storage	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	7ft X 1.3ft	9.1		
Workstation Area	Workstation	L Shaped Workstation finished in Laminates and equipped with White Board with marker holder, Bulletin Board, and Sticky Note Platform in each.	16 Nos.	16		
	Pedestrial	A pedestrial set will be provided for with wheels for movement. Each pedestrial set will be equipped with channelled drawers 3Nos or Chanelled Drawer 1Nos and Shutter underneath.	16 Nos.	16		
	Half Height Storage	Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	15.3" X 3' X 1.6"	45.9		
		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	6' X 3' X 1'6"	18		
		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	7' X 3' X 1'3"	21		
Movable half height storage with wheels for easy movement of the cabinet.		2'6" X 3' X 1'6"	7.5			
Document Room	Shutter Covering	The concrete racks will be covered with Shutters either sliding or on hinges whichever required.	Approx 12ft X 15ft	135		
Electrical Works		Total end to end electrical fixations including wiring, piping,lights, decorative elements such as fancy lights and additional pipe detailing wherever needed.	Expected approx 2500 Sqft	2500		
		Director's Chair	3 Nos	3		

Chairs	Visitor Chairs with wheels for Chambers	22 Nos	22		
	Visitor Chairs with wheels for Conference Room	25 Nos	25		
	Normal visitor chairs for other miscellaneous areas	5 Nos	5		
Window Blinds	Blinds for all the windows in the office area.	Approx	200		
				Total Amount	Rs.

1. Bidders need to fill the coloured cells only.
2. Rate quoted should be per piece and exclusive of GST.

Forms & Procedures

ATTACHMENT – 1

BID FORM

To,

General Manager
Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)

Plot No. 53, Block: DN,
Sector V, Salt Lake City,
Kolkata-700091

Subject:- EESL/06/2019-20/SLNP/DIC/JH/192020004

Date:07.03.2020

Dear Sir,

With Reference to your subject IFB/RfP, we are pleased to submit our bid for "....." in a sealed cover as detailed below:

Envelope 1: Bid document fee/cost of tender documents [wherever applicable], Bid Security fees/Earnest Money Deposit, Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of EESL fraud prevention policy.

Envelope 2: Price Bid

We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the four attachments as stated in "Instructions to Bidders"

We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes including service tax, entry tax (if any), duties, levies , charges as may be assessed on us.

We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-5 save those pertaining to any rebates offered, shall not be given effect to.

We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.

If our bid is accepted, we undertake to provide contract performance securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after placement of Lol/LoA.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Intent/ Letter of Award shall constitute a binding contract between us.

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

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S &AUTHORISED SIGNATORIES

ADDRESS:

MOBILE NO. :

LAND LINE NO. :

Our correspondence details are:

1	Name of the bidder	
---	--------------------	--

2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (with STD code)	
9	GST No. of the bidder	

Format for submitting BG format in lieu of EMD.

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No.
Date.....

To:

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Plot No. 53, Block: DN,
Sector V, Salt Lake City,
Kolkata-700091

Dear Sir,

In accordance with invitation for bids under your bidding document/package no.....dated.....M/s.....having its registered/head office at.....(here in after called "Bidder") wish to participate in the said bid for (name of package)

We, the (Name and address of the bank), having our head office atguarantee and undertake to pay immediately on demand by Energy Efficiency services Limited, the amount ofwithout any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from.....(Bidder's Name)....., on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:

Signature:

Name:

Name :

Official address:

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

- Bid Security amount shall be as specified in the IFB/ITB.
Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty five (45) days after the last date for which the bid is valid.
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
7	Bank Reference	

CHECK LIST

Sl.No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG ?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents ?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of EESL in any manner) ?	
h)	Incase of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG ?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant ?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents ?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

ANNEXURE-I**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY****SCHEDULED COMMERCIAL BANKS****SBI AND ASSOCIATES**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

NATIONALISED BANKS

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	13.	Canara Bank
10.	Andhra Bank	14.	Central Bank of India
11.	Bank of India	15.	Corporation Bank
12.	Bank of Maharashtra	16.	Dena Bank
17.	Indian Bank	18.	Indian Overseas Bank
19.	Oriental Bank of Commerce	20.	Punjab National Bank
21.	Punjab & Sind Bank	22.	Syndicate Bank
23.	Union Bank of India	24.	United Bank of India
25.	UCO Bank	26.	Vijaya Bank
27.	Bank of Baroda		

SCHEDULED PRIVATE BANKS (INDIAN BANKS)

Sl.No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of Rajasthan	41.	Sangli Bank Ltd.
28.	Bharat Overseas Bank Ltd.	42.	South Indian Bank Ltd.
29.	Catholic Syrian Bank	43.	Tamilnad Mercantile Bank Ltd.
30.	City Union Bank	44.	United Western Bank Ltd.
31.	Dhanalakshmi Bank	45.	ING Vysya Bank Ltd.
32.	Federal Bank Ltd.	46.	UTI Bank Ltd.
33.	Jammu & Kashmir Bank Ltd.	47.	S.B.I. Commercial & International Bank Ltd.
34.	Karnataka Bank Ltd.	48.	Ganesh Bank of Kurundwad Ltd.
35.	KarurVysya Bank Ltd.	49.	INDUSIND Bank Ltd.
36.	Lakshmi Vilas Bank Ltd.	50.	ICICI Bank Ltd.
37.	Lord Krishna Bank Ltd.	51.	HDFC Bank Ltd.
38.	Nainital Bank Ltd.	52.	Centurion Bank of Punjab Limited
39.	Kotak Mahindra Bank	53.	Development Credit Bank Ltd.
40.	Ratnakar Bank Ltd.	54.	Yes Bank

(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl.No.	Name of Banks	Sl. No.	Name of Banks
55.	Abu Dhabi Commercial Bank Ltd.	71.	Sonali Bank
56.	ABN Amro Bank Ltd.	72.	Standard Chartered Bank
57.	American Express Bank Ltd.	73.	J.P Morgan Chase Bank
58.	Bank of America NA	74.	State Bank of Mauritius
59.	Bank of Behrain& Kuwait	75.	Development Bank of Singapore

60.	Mashreq Bank	76.	Bank of Ceylon
61.	Bank of Nova Scotia	77.	Bank International Indonesia
62.	The Bank of Tokyo-Mitsubishi UFJ Limited.	78.	Arab Bangladesh Bank
63.	Calyon Bank	79.	Cho Hung Bank
64.	BNP Paribas	80.	China Trust Bank
65.	Barclays Bank	81.	Mizuho Corporate Bank Ltd.
66.	Citi Bank	82.	Krung Thai Bank
67.	Deutsche Bank	83.	Antwerp Diamond Bank N.V. Belgium
68.	The Hong Kong and Shanghai Banking Corporation Ltd.	84.	InternationaleNederlanden Bank N.V. (ING Bank)
69.	Oman International Bank	85.	Bank of China Ltd.
70.	SocieteGenerale		

(E) PUBLIC SECTOR BANK

Sl.No.	Name of Banks	Sl. No.	Name of Banks
86.	IDBI Ltd.		

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

ATTACHMENT - 4

NAME OF WORK:.....

BIDDING DOCUMENT NO......

(Deviations Statement)

Bidder's Name and Address:

To,
General Manager
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Plot No. 53, Block: DN,
Sector V, Salt Lake City,
Kolkata -700 091

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for IFB/RfP No. These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section/ Part/ Chapter	Clause No.	Page No.	Statement of Deviations/ Variations	Cost of withdrawal
------------------------------	---------------	-------------	-------------------------------------------	--------------------

A. COMMERCIAL DEVIATIONS :

B. TECHNICAL DEVIATIONS :

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal)

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY
(On the letter head)

To:

General Manager
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Plot No. 53, Block: DN,
Sector V, Salt Lake City,
Kolkata-700091

Sub: Letter of Acceptance of EESL Fraud Policy
Ref: NIT/RFP No.

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of EESL and undertake that we along with our associate / collaborator /sub contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

.....

Printed Name

Designation.....

Common Seal.....

Date:
Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE www.eeslindia.org

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

**Not
Applicable**

PROFORMA OF LETTER OF UNDERTAKING
(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,
 General Manager
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Plot No. 53, Block: DN,
 Sector V, Salt Lake City,
 Kolkata – 700091

Dear Sir,

1.0 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause Section 3 and its subsequent amendment.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:

Yours faithfully,

(1)

(Signature of Authorized Signatory)

on behalf of the Holding Company

(2)

Name & Designation

Name of the Holding Company

(Seal of Holding Company)

ATTACHMENT -7

**REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC
FUND TRANSFER (NEFT)**

From: M/s _____

Sub: RTGS/NEFT Payments

We are agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GST No. of the supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above:-

Confirmed by Banker
With Seal

Signature of supplier
With stamp & Address

ANNEXURE-B TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To

The

Commissioner(Appeals),
CGST, Central Excise &
Customs, 5th Floor,
Custom House, Nilamoni
Phukhan Road, Chrisyian
Basti, Guwahati-781005

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Supply of Office Furniture to Commissioner(Appeals). Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours

faithfully, (Signature of the Bidder,

with Official Seal)

Annexure-C

PRICE/ FINANCIAL BID DOCUMENT

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BoQ_xls (**sample given at next page**)

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

I submit the Price Bid for (please indicate only the Bid ID No) and related activities as envisaged in the Bid document.

- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.
- 3. I offer to work at the rates, as indicated in the price Bid in BoQ format, which is inclusive of all applicable taxes/other charges except GST.

Yours faithfully

Signature of bidder with
Office Seal