

**RFP for price matching for selection of agencies for providing drivers for electric vehicles.**

**Bid Details**

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|--|--|
| NIT/Bid Document No.   | <b>NIT/Bid Document No: EESL/KRO/2020-21/EV/01 Date: 13.07.2020</b>  |
| Bidding Document Cost  | NA   |
| Earnest Money Deposit (EMD)  | NA   |
| Document Sale Date & Timing, i.e., Last date & time for downloading RFP from website           | From 14-07-2020(Tuesday) to 23-07-2020 (Thursday) (up to 1500 IST)   |
| Offline Bid Submission Period  | From 14-07-2020(Tuesday) to 23-07-2020 (Thursday) (up to 1500 IST)   |
| Vendor Meeting   | N.A  |
| Technical bid Opening Date & Time  | 24-07-2020 (Friday) at 1200 hrs. IST, online, at following address:-<br><b>Energy Efficiency Services Limited</b><br>Plot No. 53, Block: DN, Sector V, Salt Lake City, Kolkata-700091                                      |
| Bid Validity Duration  | NA   |
| Bid Documents Sections in this Tender  | Section-2 – Terms & Conditions.<br>Section-3 – Scope of Work.<br>Section-4 – Qualifying Requirements<br>Section-5 – QCBS.  |
| Contact Person(s) for Technical Queries ( <i>copy of the query to the given E-mails only</i> ) | Sh. Sanjeev Ranjan(State Head ),Sh. Jaydeep Sarkar (D.M) Energy Efficiency Services Ltd.<br><a href="mailto:sranjan@eesl.co.in">E-mail sranjan@eesl.co.in</a> , <a href="mailto:jsarkar@eesl.co.in">jsarkar@eesl.co.in</a> |
| Contact Person(s) for Tender-related Queries   | Sh. Sanjeev Ranjan(State Head ),Sh. Jaydeep Sarkar (D.M) Energy Efficiency Services Ltd.<br><a href="mailto:sranjan@eesl.co.in">E-mail sranjan@eesl.co.in</a> , <a href="mailto:jsarkar@eesl.co.in">jsarkar@eesl.co.in</a> |
| RFP to be addressed to   | General Manager,<br>Plot No. 53, Block: DN, Sector V, Salt Lake City, Kolkata-700091   |

To promote the usage of more EV in the society, EESL on is working on the guidelines of Ministry of Power, Govt of India by making availability of EV under wet lease to the various state/central Govt. departments and PSU. In this EESL has the scope of supplying electrical vehicles from its identified

OEM's and the drivers for the same are identified via different tender. Henceforth, the price matching RFP is being floated for selection of such agencies that can provide the service of drivers in eastern region as on when required.

## **Section 2:**

### **Terms & conditions:**

1. Agencies need to match the price quoted in the LOA.
2. Supporting docs needs to be submitted by the agencies as per the qualifying requirement mentioned in the RFP.
3. Agencies to be selected as per the ranking received wrf to the qualifying requirements.
4. EESL holds the right to terminate or temporary suspend the RFP or the contract (LOA) without giving any clarifications.
5. EESL holds the right to increase or decrease the driver requirements.

## **Section 3:**

### **Scope of work**

#### **The service provider will be asked to provide followings: -**

1. Uniformed Chauffeurs for driving the E-cars. (At least 2 nos of formal uniform per driver)
2. The drivers so provided should be well mannered, courteous and polite to officers using the vehicle. They should be well acquainted within West Bengal area, punctual, have valid driving license and should have neat and clean uniform.
3. The drivers should not smoke or drink while on duty and should not play cards, etc. during idle time.
4. Drivers shall be provided for 10 hrs of operation per day and 26 days of operation per month for 12 months. Overtime rates beyond 260 hrs are @40 per overtime hours.
5. A declaration on the printed letter-head of the service provider, stating inter-alia that the drivers provided are of good character, duly verified by concerned Police from security angle will require. EESL may direct the service provider to furnish the background verification check done by Concerned Police as on when required.
6. The service provider shall ensure availability of adequate number of drivers in a manner that issues relating to leave/rest of drivers are addressed as per statutory rules/regulations.
7. Chauffeurs shall be in the rolls of the service provider providing chauffeurs services who shall be responsible for compliance of statutory requirements like PF, ESI, Group Gratuity Policy from LIC, Group insurance policy from LIC , bonus /ex gratia/ performance related pay, leave on gross etc.

8. The Chauffeur shall not claim to be an employee of EESL/Client.
  9. Chauffeur would be responsible to maintain logbook in the format provided by EESL on Vehicle usage and would get necessary sign off from the authorized officer of the Client.
  10. All attendance & overtime verification would be done through the concerned authorized officer of the Client.
  11. The vehicle and its auxiliary shall be maintained in a good condition in conformity with the Chauffeur's Manual and the Manufacturer Manual. The vehicle cleanliness to be ensured by the Chauffeur from inside and outside.
  12. The Vehicle shall be taken only to Designated Workshops for any repair and/or maintenance of the Vehicle.
  13. The e-cars will be for pick-up of PSU/Government office/firm staff from the designated location and dropping them to prescribed location as per the schedule provided by the PSU/Government office/firm from time to time. The vehicle shall be parked at the designated parking slot with charging station.
  14. The service provider to ensure the following consumable accessories of good quality to be made available all the time. Maintaining of the items is also in scope of Service provider. However, the cost of the below mentioned items only are to be reimbursed to the service provider in the given manner: -
- | SL No | Particulars            | Qty     | Amount | Remarks                  |
|-------|------------------------|---------|--------|--------------------------|
| 1.    | Car Perfume            | 1 Nos   | 350/-  | Claim in every 2 months. |
| 2.    | Duster and cloth       | 1 Nos   | 250/-  | One-time claim.          |
| 3.    | Seat Towels (White)    | 2 Pair  | 1000/- | One-time claim.          |
| 4.    | Car Washing and Polish | 2 times | 1000/- | Claim in every 6 months. |
| 5.    | Tissue Box             | 3 time  | 400/-  | Claim in every 4 months. |
15. EESL reserves the right not to accept and to seek replacement of any chauffeur(s) on duty who does not fulfill or fails to comply with the above requirements.
  16. Service provider to provide a helpline contact no for 24\*7.

|                                    |   |
|------------------------------------|---|
| Nos of drivers                     | 4 Nos   |
| Rate contract per driver Per month | Rs 15000 ( without taxes)                               |
| Contract Validity                  | 1 year from the date of award                           |
| <b>Total Contract Value(A)</b>     | <b>Rs 720,000 ( Rs. Seven lac twenty thousand only)</b> |

#### Section 4:

#### Qualifying Requirements:

| S.No. | Criteria   | Documents to submit  |
|-------|--|--|
| 1     | <p>The bidder should be in existence from at least last one financial years</p> <p>(A consortium of maximum 2 members is allowed in this RfP including one lead member and one consortium party)</p>   | <p>Photocopy of certificate of incorporation issued by Registrar of companies</p> <p style="text-align: center;">OR</p> <p>A registered partnership deed</p> <p style="text-align: center;">OR</p> <p>A LLP registration certificate issued by registrar of companies</p> <p style="text-align: center;">OR</p> <p>Pan Card with the name of company (wherever applicable)</p> |
| 2     | <p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956),</p> <p style="text-align: center;">OR</p> <p>a registered partnership firm (registered under section 59 of the Partnership Act, 1932)</p> <p style="text-align: center;">OR</p> <p>a limited liability partnership (under the Limited Liability Partnership Act, 2002)/</p> <p style="text-align: center;">OR</p> <p>a Proprietorship firm</p> <p>(In case participating in consortium, Lead Bidder and consortium party must necessarily satisfy the criteria)</p> | <p>Copy of certificate of incorporation/<br/>Memorandum of Association/Article of Association/ Partnership Deed GST No., PAN No. or any other relevant document(s) may be furnished along with the bid.</p> <p>In case participating in Consortium, Valid Consortium Agreement/MOU signed between the Lead member and consortium party may be submitted on stamp paper</p>     |
| 3     | <p>The bidder should be not have suffered any financial loss as on date of techno-commercial bid opening and should not be in loss in immediately previous financial year.</p> <p>In case of consortium, both the members must alone must satisfy the profitability criteria as above.</p>   | <p>Duly authorized copy of audited annual report is to be submitted by respondent along with CA certificate.</p>   |
| 4     | <p>The net worth of the bidder in immediate last financial year should not be less than 100% of</p>  | <p>Duly authorized copy of audited annual report is to be submitted by respondent along with CA</p>  |

| S.No. | Criteria  | Documents to submit  |
|-------|---|--|
|       | <p>the paid up share capital.</p> <p>In case of consortium, this condition is to be met by all consortium members)</p> <p>*for Proprietorship and partnership firm, Net worth shall be evaluated by company opening capital with closing capital of latest year .in case closing capital is less than opening capital ,then it will be considered as negative Net Worth and vice versa.</p> | <p>certificate.</p> <p>Net worth implies to the sum total of the paid-up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.</p> |
| 5     | <p>Bidder should have valid GST Registration &amp; PAN No.</p> <p>(In case of consortium, both members must fulfil this condition).</p>   | <p>GST registration certificate, Valid PAN No.</p>   |
| 6     | <p>The bidder should have registered with ESIC (providing for medical, disablement, dependent benefits).</p> <p>(In case of consortium, lead bidder must fulfil this condition).</p>  | <p>Bidder shall submit the ESIC registration proof.</p>  |
| 7     | <p>The bidder should register with Employees Provident Fund and Miscellaneous Provisions Act, 1952 (providing for PF contributions, Employee pension and Deposit Link Insurance).</p> <p>(In case of consortium, lead bidder must fulfil this condition).</p>   | <p>Bidder shall submit the EPFO registration proof.</p>  |
| 8     | <p>Bidder should provide undertaking of submitting the labour license under Contractor Labour (Regulation &amp; Abolition) Act, 1970 within 1 month of issuance of LoA.</p> <p>(In case of consortium, lead member must give the undertaking).</p>  | <p>Self-undertaking must be given by the bidder.</p>   |
| 9     | <p>The bidder will comply with Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment).</p> <p>(In case of consortium, lead bidder must fulfil this condition).</p>   | <p>Bidder should submit self-declaration on letter head.</p>   |
| 10    | <p>The bidder will comply with Minimum wages Act, 1948 (providing for minimum wages for various employments). (In case of consortium,</p>   | <p>Bidder should submit self-declaration on letter head.</p>   |

| S.No. | Criteria   | Documents to submit  |
|-------|--|--|
|       | lead bidder must fulfil this condition).   |  |
| 11    | The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements along with an undertaking to this effect on Rs. 100 non judicial stamp paper.<br><br>(In case of consortium, lead member must give the undertaking). | Undertaking on Rs. 100 non judicial stamp paper for Meeting the all mentioned qualifying requirements. |
| 12    | Annual Turnover criteria for this tender. (Final evaluation will be made on the basis of higher of ATO in case of same scoring.)   | 30% of total contract value i.e. 216,000/- only.   |

- “Holding Company “and “Subsidiary “shall have the meaning ascribed to them as per Companies Act, 1956 or, in vogue.

- In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures.
- A Certificate from the CEO/CFO of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.

- In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.

- In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary (ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.

- Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

- Other income shall not be considered for arriving at annual turnover.

- The supporting documents in support of above Qualification Requirement should be submitted along with tender document; otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive.
- All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief.

**Conditions for Consortium:**

**In case Bidder wishes to participate in Consortium following conditions are additionally applicable: -**

1. The term Bidder used hereinafter would therefore apply to a single entity and a Consortium/ JV.
2. A consortium of maximum two members is allowed in this RfP including one lead member and one consortium party.
3. In case of consortium, all members should mandatorily meet either of the condition/s mentioned at S.No.2 of 'Qualifying Requirement' (QR).
4. In case of Consortium/ JV, either one may act as a lead member.
5. Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender.
6. In case, bidder is a consortium, the combined annual turnover of all the consortium members shall be considered for meeting the QR condition. However, In case of consortium between two members, Lead Bidder must have 50% & above ATO and consortium member must have 40% and above ATO. Other income shall not be considered for arriving at annual turnover.
7. In case, bidder is a consortium, all consortium members should meet profitability condition defined in QR.
8. In case, bidder is a consortium, experience of all the consortium members shall be considered for meeting previous works experience criteria defined in QR.
9. In case, bidder is a consortium, the Net worth of all consortium/Joint Ventures members in combined manner should not be less than 100% of their paid up share capital however individually, their Net worth should not be less than 75% of their respective paid up share capitals.
10. Member of any Consortium/Joint Venture Firm shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture Firm in the same tender. Submission or participation in more than one bid **will** cause disqualification of all the proposals submitted by the bidder.
11. All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Consortium/Joint Venture Firm. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response.
12. A copy of Memorandum of Understanding (MOU) executed between the members of Consortium/JV shall be submitted along with the tender. The complete details of the members of the Consortium/ Joint Venture Firm, their share and responsibility in the Consortium/JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
13. Once the offer/ bid is submitted, the MOU shall not be modified / altered/ terminated during the period of execution including any extension thereafter by EESL or validity of any letter of award awarded to the said Consortium/Joint Venture Firm. **In** case, the tenderer fails to observe/comply with this stipulation, the full Security Deposit/ Earnest Money Deposit (EMD)/Performance Bank Guarantee (PBG) shall be liable to be forfeited.

14. A duly notarized agreement of Consortium/Joint Venture Firm shall be executed between the 'Lead Member' and Consortium/JV Partner. This Agreement should be submitted in original with your offer/ bid.
15. Authorized Member of Consortium/Joint Venture Firm: 'Lead Member' shall be authorized on behalf of Consortium/Joint Venture Firm to deal with the tender/EESL, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Consortium/Joint Venture Firm.
16. Required processing fee shall be submitted necessarily by the 'Lead Member' and not by the 'Joint Venture/Consortium Firm' itself. In case of submission of processing fee by the 'Lead Member' it should be deemed as processing fee submitted by the Consortium/Jo Venture Firm.
17. Duration of MOU and Consortium/JV Agreement shall be valid during the entire execute in period/ validity of letter of award and any extension thereafter /currency of the contract including the period of extension, if any
18. Any change in constitution of Consortium/Joint Venture Firm shall not be allowed.
19. Members of the Consortium/Joint Venture Firm shall be jointly and severally liable to the EESL for execution of the project/ Work/ Assignment etc. The Consortium/JV members shall also be liable jointly and severally for the loss, damages caused to the EESL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof. Governing Laws for Consortium/ Joint Venture Firm: The Consortium/JV Agreement in all respect be governed by and interpreted in accordance with Indian Laws.
20. In case of Consortium of NSIC, the lead members/ partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.
21. In case of participation as NSIC, it is clarified as consortium of maximum three member are allowed including NSIC as lead member.
22. NSIC consortium members *should be* from industries as mentioned in Qualifying Requirement (QR).

**The lead members/ partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.**

**Section 5:**

**QCBS Scoring:**

| S.No.  | Parameter  | Criteria                              | Score              | Maximum Score Possible |
|--|--|---------------------------------------|--------------------|------------------------|
| 1.   | The bidding agency should have provided service for cab to public/private utilities/entities or experience in event management for large scale events for Government/PSUs or have executed work orders of central/state government/PSUs. | > 5 years                             | 8                  | 10                     |
|  |  | 2-5years                              | 6                  |                        |
|  |  | 1- 2 years                            | 4                  |                        |
|  |  | up to 1 years                         | 2                  |                        |
| If the experience is of same state for which agency has applied for, then +2 (positive two) Marks. |  |                                       |                    |                        |
| 2.   | Average Annual Turn Over( IT return or CA certificate for last 2 years needs to be submitted) (Min 30% of the contract value as TR is compulsory)  | >A+6 Lacs                             | 8                  | 8                      |
|  |  | (A+4)-(A+6) Lacs                      | 6                  |                        |
|  |  | (A+2)-(A+4) Lacs                      | 4                  |                        |
|  |  | 30% of contract value (A)=A+2 lacs    | 2                  |                        |
| 3.   | No. of Orders for Carrying out cab service or event management or other work orders for any central/State Government/PSUs.( work orders needs to be submitted)   | >10 (10 included)                     | 5                  | 7                      |
|  |  | >8 (8 included)                       | 4                  |                        |
|  |  | >6 (6 included)                       | 3                  |                        |
|  |  | >4 (4 included)                       | 2                  |                        |
|  |  | >2 (2 included)                       | 1                  |                        |
|  |  | <2                                    | 0                  |                        |
| 4.   | Whether the agency has performed work for govt. agencies/PSUs  | Yes, Completed work orders (With NOC) | 5                  | 5                      |
|  |  | Yes, work order in progress           | 2                  |                        |
|  |  | No                                    | 0                  |                        |
|  |  |                                       | <b>Total Score</b> | <b>30</b>              |

**Payments Terms:**

- 100% payment within 45 days on submission of hard copies to EESL with duly authorized signatories on log books from the clients.
- Claims against Overtime needs to as per the rates mentioned in this RFP and also it will be dully approved by ye end clients.
- Claims made for accessories shall be done on submission of original invoices

(Invoices is to be on EESL GST)

**Conditions of Payment:**

**(1)** Bidder shall have to submit Contract Performance Guarantee (CPG) in the form of BG/DD/Banker's Cheque /pay order for 6 month Validity. **OR**

**(2)** 10% deduction from every month invoice will be made and refund will only be made after completion of contract.