



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

**SUPPLY CHAIN MANAGEMENT
DEPARTMENT EMPANELMENT OF DIC
AGENCY FOR LED STREET LIGHT PROJECT
IN**

WEST BENGAL (W.B)

SECTION-1

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: -: Empanelment of agencies for Dismantling, Installation (Retrofit), Commissioning, Repair and Maintenance of LED Street Lights for period of 2 years in Eastern Region”

Empanelment BID Document no. EESL/06/SLNP/DIC-WB/2019-20/04 Date: 29/03/2020

EESL invites bids from interested bidders for the aforesaid work(s) *. **The bidders should submit the tender documents through e-mail to the e-mail id mentioned in the IFB. The hard copy duly signed and stamp to be also submitted after the end of COVID-19 Lockdown as per the address mentioned in the IFB.** For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the EESL website only. The bidders should keep themselves updated by regularly visiting the EESL website of EESL for any amendment/corrigendum/ clarification in regard to this Tender.

For & on Behalf of EESL

Jaydeep Sarkar
Deputy Manager





BID DETAILS

NIT/Bid Document No.	NIT/Bid Document No.:EESL/06/2019-20/SLNP/DIC/WB/04Date: 29.03.2020
Bidding Document Cost	NA
Earnest Money Deposit (EMD)/ Bid Security	NA
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 29-03-2020 (Sunday) to 17-04-2020 (Friday) (up to 1600 IST)
Bid Submission Period	From 29-03-2020 (Sunday) to 17-04-2020 (Friday) (up to 1600 IST)
Pre-Bid query	To be intimated via mail communication to E-mail sranjan@eesl.co.in , jsarkar@eesl.co.in and Sdutta1@eesl.co.in on an before 11.04.2020
Bid Documents Sections in this Tender	Section-4 – Technical Specification and Special Conditions of Contract (SCC).
Contact Person(s) for Technical Queries (copy of the query to be marked to Contracts Dept. as well)	Sh. Sanjeev Ranjan (State Head), Sh. Jaydeep Sarkar (D.M) and Sh. Subhadip Dutta (D.M) Energy Efficiency Services Ltd. E-mail sranjan@eesl.co.in , jsarkar@eesl.co.in and Sdutta1@eesl.co.in
Contact Person(s) for Tender-related Queries and for submission of documents	Jaydeep Sarkar (D.M), Mr. Sumit Gaurav (Cluster Expert), Mr. Sudipto Dutta Energy Efficiency Services Ltd. E-mail: jsarkar@eesl.co.in , sgaurav@eesl.co.in & u_sdutta@eesl.co.in Energy Efficiency Services Ltd.
RFP to be addressed to	General Manager, Plot No. 53, Block: DN, Sector V, Salt Lake City, Kolkata-700091

All documents must reach the following address in a sealed envelope superscribed “**Empanelment Document must be submitted through e-mail** before the submission date & time mentioned above.

2. 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. This empanelment doesn't mean any issuance of work order, a separate tender shall be called among empanelled vendors as time to time basis as EESL makes an agreement with ULB's.

SECTION-4

Technical & Special Conditions of Contract

Name of Work: Empanelment of agencies for Dismantling, Installation (Retrofit), Commissioning, Repair and Maintenance of LED Street Lights for period of 2 years in Eastern Region"

Empanelment BID Document no. EESL/06/SLNP/DIC-WB/2019-20/04

Date: 29/03/2020

BIDS ARE TO BE SUBMITTED AS FOLLOWS:

(Please note that, the Qualifying documents is to be submitted through e-mail due to COVID-19 and after end of lockdown hard copy is to be submitted duly with sign and stamp to EESL Kolkata Office.

Envelope 1 should contain Qualifying Requirements documents sought as per clause 3 of this section.

Note: - *Unorganized/Un-labelled Bids are liable to be rejected. Bidder to enclose an index of pages with proper nomenclature for each document enclosed and inserted page no. on the documents to be submitted through e-mail*

On behalf of EESL

Contracts



DISCLAIMER

1. This Request for Proposal (RFP) is being issued to the respondents who fulfil the eligibility criteria prescribed elsewhere in this RFP document. This RFP is not an offer by the EESL, but an invitation to respond to this RFP document. No contractual obligation on behalf of the EESL, whatsoever, shall arise from the RFP process unless and until a definitive agreement is signed and executed by duly authorized officer of the EESL with the selected Respondent(s). It may be noted that issuance of RFP does not confer any right to be invited to participate further in the EESL's procurement process and the EESL shall have unfettered rights and discretion in its decision regarding further participation in the same. The respondents, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their authorized officer(s) including those are provided by the EESL in its web-site. It is also understood and agreed by the Respondent/s that decision of the EESL regarding selection of the supplier(s) shall be final and binding on all concerned. No communication in this regard, verbal or written, will be entertained.
2. The EESL reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of the proposals / orders / responses, without assigning any reason therefor at any stage during the process. Each Respondent shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes. The EESL reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason therefor.
3. Further, the EESL may, at its sole discretion, procure supplies of product specified in tender from one or more than one respondents. The procedure in this regard has been detailed elsewhere in RFP document. The decision taken by the EESL in this regard will be final and binding upon all respondents.



1. Introduction:

Energy Efficiency Services Limited (EESL) is a joint venture of PSUs under the Ministry of Power, Government of India engaged in partnering various Central and State Agencies across the country in designing, implementing and maintaining energy efficiency (EE) projects. EESL is also taking up many EE Projects with State Governments like the Ujala (LED Bulb distribution), PWD Buildings, Railway Stations Offices, Income Tax Office Buildings, Customs Office Buildings and SLNP (LED street lighting) programme.

EESL has completed street lighting projects in various ULBs of Tripura and proposes to engage professional contractors on contractual basis for Composite and Non-Composite Repair and Maintenance of LED street lights and flood lights Installed in various ULBs in the of State of Tripura on urgent basis.

2. Scope of Work

The scope of work (SOW) to be carried out by the successful bidder is given below:

a. Detailed Field Survey:

Bidders have to carry out, in a phased manner dove-tailing with installation sequence/timelines, the detailed field survey of ULB street light infrastructure to ascertain the following:

- 1) 100% ward wise (pole to pole) survey to be conducted to assess the existing conventional streetlight installations – to compile type, wattage and numbers of Luminaires of each type & wattage connected, actual load (phase wise) to each switching point along with identification of Switching Point and individual Poles, wherever available, in the format specified by EIC. This should also include:
 - a) Type of poles.
 - b) Height of Poles (This is to assess the requirement of appropriate ladder mounted vehicles)

Bidder shall make all efforts to obtain the Area street maps and for marking the roads on which LED Street Lights are to be installed on the Area street maps. Such maps should form part of the Detailed Field Survey Report.

- 2) During Field Survey, bidder shall carry out marking of poles (pole numbering) for each of LED Street Light to be installed under the subject contract, in line with the identification scheme approved by ULB/Discom and EESL.
- 3) During Field Survey, Electrical data of existing switch points i.e., voltage, current, power factor, power (kW & kVA), connected load using power analyzer & illuminance level using lux meter covering all categories on representative basis and current uptime of Conventional Luminaires in the ULB area shall be analyzed and documented.
- 4) Detailed Field Survey shall include preliminary assessment of Infrastructure Components i.e., Bracket/Arm/Clamps and requirement of Cables/wires for connection from Luminaire to Overhead conductor/Power supply cable in excess of 3 meters for each Light.
- 5) Ward wise Detailed Field Survey Report shall be duly certified by Authorized Representative of ULB and EESL, which shall form the basis for location and number of LED Street Lights to be retrofitted/ installed. Bidder shall arrange for supplies accordingly.
- 6) Survey of Existing Lights and submission of survey report to EESL (within 7 Days of issuance of LOA)



b. Installation (Retrofit) & Commissioning:

- 1) Receiving, transfer of material to installation site and proper accounting of all materials including new and Old Street lights from vendors and project sites respectively. Adequate Storage, Godown and office space for the purpose to be provided by contractor. Cost of all these to be built into the bidder's rates. No separate payment shall be made for these items.
- 2) Dismantling of old Street lights, Installation, and commissioning of new LED street lights on the designated poles and masts in the area under jurisdiction of the ULBs or as directed by Engineer-In-Charge (EIC). Subsequently, submission of dismantled old Street Luminaires (with proper handling & in "as it is" condition) to the ULB on day to day basis & taking receipt from store in-charge or representative of the ULB thereof and concurrently seeking joint verification report in EESL's prescribed format for Installation of new LED Street Lights from authorize representative of ULB, EESL & vendor on day to day basis. During dismantling, the bidder shall ensure that lights and old arm, clamp (if replaced) are removed safely without leaving behind any broken pieces on road.
- 3) Replacements of old/damaged pole arms/clamps, damaged wire/cable, repairs of junction boxes, repair or replacement of jumper wire and re-installation of new box connectors, replacement of old/damaged MCB. The retrofitting of LED Streetlights may also include the Infrastructure Developments items such as nuts, bolts, wires, pole arms, bimetallic connectors etc. which shall be paid as per the approved terms/rates as mentioned in clause 4 of this tender documents.
- 4) Safe storage of material including accessories as well as spares with security during the entire installation and maintenance period of 2 years shall be under scope of bidder.
- 5) Bidder shall ensure proper recording of the dismantled lamps/drivers/spares on daily basis. Handing over certification has to be taken from respective authorities on Daily Basis so as to avoid any discrepancy at a later stage.
- 6) Bidder shall ensure proper record of the LED Street Lights/Flood Lights installed and old conventional fixtures dismantled, duly certified by Authorized Representative of concerned ULB and EESL on Daily Basis.
- 7) Bidder shall certify the received quantity of LED Street Light/Flood Light and material for maintenance from the designated Supplier of EESL and same shall also be got duly certified by representative of EESL (one copy of which shall be submitted to EESL office).
- 8) Bidder shall carry out rectification works wherever necessary for proper and reliable operation of the LED Street Lights. However, any item other than those mentioned in the RfP shall be paid extra with duly approved by EIC.
- 9) Repair/replacement of defective components of the Luminaire or entire Luminaire to restore LED Luminaire to glowing condition including supply of all materials required for the same. This shall include all the activities involved for the restoration including associated wiring connections up to supply tap-off. The cable required from supply point at junction box at the bottom of pole to luminaire shall be responsibility of bidder except the infrastructure related to Street Light phase cable/phase supply. Further, any complaint for failure of luminaire due to connector and loose connections shall be in Bidder's account.
- 10) Bidder shall be responsible for maintenance of all items installed by them or as per directions of EIC related to proper functioning of LED Street Lights installed under this project, for a period of 2 years. Any extra items will be paid for by EESL separately. The maintenance of phase wire or UG cable for power supply is in scope of ULB/ DISCOM. However, any/all switchgear/MCB in pole junction box is in scope of bidder. In case of non-availability of incoming power supply, the same



should be

intimated in writing to the authorized representative of ULB and EESL within 24 hours of registration of complaint. The power supply availability at individual pole is the responsibility of DISCOM/ULB.

- 11) Bidder shall be responsible for manual ON & OFF of installed LED Street Lights/Flood Lights on daily basis till completion of installation of CCMS/Timer Switch or in case of failure of CCMS/Timer Switch till 02 years.
- 12) Bidder shall also share “Daily Progress Report” of Installation/Dismantling and Commissioning of LED Street Lights through Email in prescribed format approved by EIC. The bidder shall provide the verified installation sheets hard copies and soft copies (MS file) to EESL.
- 13) Successful Bidder shall be responsible for maintenance of failure lights during installation phase also.

2. Manpower Deployment and BOQ:

Bidder has to deploy sufficient manpower to complete the project in the allotted time frame. For speedy replacement, bidder to deploy one installation team per 40 lights installation per day in each ULB and achieve 1000 light installations per day in individual ULB. Cost of all these to be built into the bidder's rates. No separate payment shall be made for these items.

Accordingly, the bidder can calculate the no. of teams required to meet daily targets as mentioned against each ULB highlighted.

Provision of Ladder mounted Vehicles:

Successful bidder shall arrange to procure/own appropriate number of Ladder mounted Vehicles, as may be specified by Engineer In-Charge based on the number of lights of different categories for each type ladder mounted vehicle, to carryout installation/maintenance of Light Fixtures, for contract period. Bidder shall be held responsible for any delay in work to meet minimum respective division/ULB target (as per table mentioned in Table-1) installation per day due to non-availability of sufficient ladder mounted vehicles etc.



Details for minimum requirement of field force and equipment (for the purpose of cost estimation for total lights each package) are given below:

Particular	Minimum Requirement
Teams	<p>Since the date of installation, every Bidder must have a maintenance team which comprises of at-least 1 technician having experience of maintaining street light in Municipal corporation/Municipal Council & 1 helpers per every 1000 lights (1 driver required additionally in case the maintenance team is a vehicle mounted in case of Tower wagon, 3 wheeler).</p> <p>Bidder to ensure a deployment of regular Staff: One Team comprising of:</p> <ul style="list-style-type: none">• One Project Head with minimum ten (5) years of experience in the relevant field (Up to awarded quantity of Lights for every division)• Deployment of one (1) Project Manager with relevant five (3) years of experience for each Division/ULB,• One (1) Project Engineer with Electrical engineering background with minimum two (2) years of experience dedicatedly for the project.• One (1) store-in-charge per store/depot both at Division and Ward/ULB level as desired by the E-I-C.• One (1) computer operator with desktop/laptop and internet connection for generating daily reports and sending and replying to email and other correspondence.• The concerned contractor/bidder shall be responsible for compliances of all labour deployed for above street light work; further contractor(s) shall indemnify EESL as on in any compensation, injury arising out of any accident arising out of deployment for above contract. The contractor shall indemnify EESL of any financial and legal issue/compensation arising out of deployment of manpower in the above contract.
Supervisor	Deployment of one (1) supervisor for every five-(5) installation/maintenance teams.
Ward-In-Charge	Deployment of Ward-In-Charge i.e. one in-charge for twenty (20) wards or whichever is lower.
High Lift Hydraulic Ladder/ Tower Crane	Vendors should have minimum dedicated one (1) no. of hydraulic ladder vehicle per every 5000 LED Lights (suitable to work on street lights mounted at height above 7 m) available 24/7 & 365 days at their disposal for the project implementation period and maintenance for a period of 7 years.
4 Wheeler with telescopic/ folding FRP/ Aluminum Ladder	Vendors should have minimum dedicated one (1) no. 4 wheeler with ladders vehicles for every 4000 LED Lights available 24/7 & 365 days at their disposal for the project implementation period and maintenance for a period of 2 years.



2 Wheelers	Vendors should have minimum dedicated one (1) nos. of two wheelers per every 4000 LED Lights available 24/7 & 365 days at their disposal for the project implementation period and maintenance for a period of 2 years.
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3. *Infrastructure Components:*

- a. **Bracket/Arm/Clamps:** Bidder has to ensure that arm angle is such that maximum level can be achieved on the roads. In case these items are not available at existing locations or if existing Bracket/Arm/Clamps are defective, the same are to be supplied, installed, dismantled and maintained for contract period by successful bidder.

Bidder is responsible for all the Bracket/Arm/Clamps existing or replaced for contract period; and shall be asked to replace the same if found inappropriate during the contract period. Any cost needs to be borne by bidder.

Note: Payment for IDC items to be on actuals as per rate table given below and NOT to be loaded in installation rates of the Lights. Verification of IDC quantity installed is to be carried out by bidder from EESL representative and ULB at the same time as the verification of installation of lights in the same document.

b. *Bi- Metallic Connectors.*

The bidder for installation of each light must use bi-metallic connectors. (Cost to be built into the bidder's rates). No separate payment shall be made for these items.

Bidder to make all necessary arrangements to ensure that complaints generated due to loose connections, bimetallic corrosion (caused by consistent presence of moisture) does not arise. Usage of bimetallic connector with protection against moisture is mandatory. Installations carried out without bi-metallic connectors or with feeder/jumper wire having joints shall be considered not installed & penalty of INR 1000 per such wrong installation shall be levied on the bidder.

In addition to the above mentioned quantity, the same are to be supplied, dismantled, installed and maintained as per the unit rates mentioned in the table subject to verification by ULB and EESL representative of the quantities installed.

EESL IDC Rates			
Sr. No.	Nature of Supply	Item Description	Rates in Rs. (excluding GST)
1	Supply	Supply of Arms of GI Pipe of size 20mm/25mm dia (inner Dia of pole arm) B class 4 feet long bent medium grade 25 mm width 5mm thick MS clamps set 2 Nos. with 3/8th Nut and for fixing of GI pipe in various sizes suitable to RCC/ MS poles as per relevant standard specifications	324.50
	Labour	Labour Charges	86.95
2	Supply	3C x 2.5 sq.mm Copper conductor flexible cable. Per meter rate as per latest IS standards of make Universal/ Finolex/ Polycab/KEI or technically equivalent.	54.77
	Labour	Labour Charges	2.61



3	Supply	1C x 1.5 sq.mm PVC insulated, Aluminum conductor flexible cable. Per meter rate as per latest IS standards of make Universal/Finolex/ Polycab/ KEI or technically equivalent.	4.73
	Labour	Labour Charges	2.61
4	Supply	1C x 1.5 sq.mm Copper conductor flexible cable per meter rate as per latest IS standards of make Universal/Finolex/Polycab/ KEI or technically equivalent.	7.39
	Labour	Labour Charges	2.61
5	Supply	2C x 2.5 sq.mm PVC insulated, Aluminium conductor flexible cable. Per meter rate as per latest IS standards of make Universal/Finolex/Polycab/ KEI or technically equivalent.	14.58
	Labour	Labour Charges	2.61
6	Supply	32 mm Dia (inner Dia of pole arm) x 2 meters long G.I Pipe (medium class) POLE ARM/bracket for mounting of LED Street lighting fitting on pole including bending the pipe to required shape (90-105 degrees), 2 nos. 40 mm x 3 mm flat iron clamps with Nuts, Bolts & Washer, GI coating/Painting the flat iron with primer and finish paint as per relevant standard specifications.	399.55
	Labour	Labour Charges	266.37
7	Supply	Supply & Installation of reducer of GI for oversized pole arms, Class B medium grade	116.45
	Labour	Labour Charges	43.48
8	Supply	Supply & Installation of 3 Way Connector	12.17
	Labour	Labour Charges	8.11
9	Supply	40 mm Dia (inner Dia of pole arm) x 2 meters long G.I Pipe (medium class) POLE ARM/bracket for mounting of LED Street lighting fitting on pole including bending the pipe to required shape (90-105 degrees), 2 nos. 40 mm x 3 mm flat iron clamps with Nuts, Bolts & Washer, GI coating/ Painting the flat iron with primer and finish paint as per relevant standard specifications.	438.00
	Labour	Labour Charges	292.00
10	Supply	Supply and fixing of GI/MS/FRP pole junction box including clamps, bolts, GI/Painting, glands, DIN rail, terminals, insulation, locking arrangement and for providing connection to incomer cable and outgoing wire including labour, transportation, taxation (per set)	584.00
	Labour	Labour Charges	389.00
11	Supply	Supply and fixing 6 A MCB along-with providing connection as per relevant IS in each pole junction box of standard make like L&T/ Siemens, Havells/ Indo Asian etc. (per set)	97.33
	Labour	Labour Charges	64.89
12	Supply	Supply of Arm 32 mm Dia (inner Dia of pole arm) x 4 feet (1.2 meter) long G.I. Pipe (medium class) POLE ARM/bracket for mounting of LED Street lighting fitting on pole including bending the pipe to required shape (90-105 degrees), 2 nos. 40 mm x 3 mm flat iron clamps with Nuts, Bolts & Washer, GI coating/ Painting the flat iron with primer and finish paint as per relevant standard specifications.	376
	Labour	Labour Charges	200



13	Supply	Supply of 2C x 10 sq.mm PVC insulated flattened Aluminium cable as per latest IS standards of make Universal/Finolex/Polycab/ KEI or technically equivalent.	36
	Labour	Labour Charges	6
14	Supply & Labour	6A Switch with Gang Box	26.56
15	Supply & Labour	Piercing Connectors on LT AB cables at pole top height to make proper tap-off connections –Main cable size: 16-35 sq.mm, Tap cable size: 1.5-2.5 sq.mm. Brass teeth, Nylon body with Gel.	60

Note: All the materials to be used in work should be as per specifications mentioned in tender and got approved by Engineer-in-charge. Material testing will be done if required and the expenditure will be borne by bidder.

4. Maintenance of LED Street Light/Flood Light for 2 years:

The bidder shall ensure satisfactory performance of the LED streetlight fixtures for a Period of three (3) years. Bidders responsibility includes dismantling of defective fixtures, Repair and/or replace defective parts/components in the lights and re-installation of lights on-site after repairs/replacement. During the project period of 2 years, following maintenance work will be required to be carried out by the bidder; Repairing/ replacement of all defective components and sub-components of the system as per the requirement to ensure proper operation/ functioning of the LED fixtures.

1. The scope of work includes repairing/ replacement of part(s) to make the system functional, whenever a defect is noticed or reported at site.
2. The breakdown/rectification/replacement shall be corrected within 48 hours from time of receipt of complaint.
3. When the repairs/ replacement are not in the scope of the bidder, it has to be promptly reported to EESL/ respective EESL/ULB official(s).
4. All spares for repair and maintenance of LED Street Lights will be provided by the EESL of these lights for three (3) years.
5. All the machineries and instruments required for the Repair & Maintenance is to be arranged by bidder and their expense is also to be borne by them, EESL will only provide the coordination.
6. Bidder shall ensure proper recording of the dismantled lamps/drivers on daily basis handing over certification has to be taken from respective authorities of ULB & EESL to avoid any discrepancy at a later stage.
7. Bidder shall perform the following activities under maintenance service:
 - a. Attending LED Street Light/ Flood Light faults based on CCMS report and from any other source.
 - b. In case of power supply related issues coordinate with Concern DISCOM or Agency.
 - c. Attend complaints passed on by through customer complaint mechanism/ CCMS/ Municipal official(s)/EESL /PMC agency reports or any other source.
8. Bidder has to install new fixtures if necessary as and when required, as per the quoted rates. However, EESL



will supply the new fixtures.

9. Receiving and recording complaints and rectifications done on a daily basis. Diagnosis as well as rectification of all issues which includes failure/flickering or any other issues pertaining to fixtures and accessories. All complaints to be rectified within 48 hours of receiving the complaint (minimum uptime of 95% to be ensured by bidders)

- a. To replace the defective/non-functional LED Street Lights within 48 hours of the failure or reported failure. Starting of failure period for record will be based on the report from CCMS system. In the absence of CCMS, starting of failure period for record will be time of reporting by ULB/EESL/PMC authorized representative.

Penalty for non-fulfillment after 48 hours is reckoned as follows:

Penalty = $2 \times [(\text{wattage of defective LED Street Lights}) \times (\text{operating hours}) \times (\text{no. of days of default beyond 48 hours}) \times \text{tariff}] / 1000$

- b. In case of default by Successful Bidder on any of the above, including maintaining uptime of lights of 95%, a penalty equivalent to 2 times the monetized value of energy savings from the defective/non-functional lamps will be deducted from Bidder's payments. The penalty will be reckoned as follows.

Penalty = $2 \times [(\text{wattage of defective LED Street Lights}) \times (\text{operating hours}) \times (\text{no. of days of default beyond 48 hours}) \times \text{tariff}] / 1000$

Or

INR 50/- per day per light whichever is higher

During the maintenance, the Bidder has to ensure the following:

1. Maintenance of LED Street Lights during installation and maintenance phase. For the purpose, the contractor is required to have regular and contractual manpower on their roles to place 1 maintenance team (1 lineman + 1 helper, if motorcycle mounted and + 1 driver, if team is 3 or 4 wheeler mounted) for every 2000 number installed lights. Cost of all these to be built into the bidder's rates. No separate payment shall be made for these items.
2. Deployment of one (1) supervisor for every 10 installation/maintenance teams or whichever is lower.
3. Deployment of one Circle/Ward-In-Charge i.e. one (1) In-charge for every 20 wards/circles.
4. Provision of two 4 wheeler mounted Quick Response Team (QRT) to attend urgent/ VIP complaints, directly attached & reporting on daily basis to E-I-C.



5. Deployment of one experienced Project Manager for coordination with EESL, one store-in-charge and one computer operator with desktop/laptop and internet connection for generating daily reports and sending and replying to email, for preparation & submission of daily MIS Activities and other correspondence and coordinate with EESL.
6. List of employees on their regular/ contractual roles for street lighting to be provided along with their contact details. The employees shall be provided with ID card carrying requisite information.
7. Provide Tower Crane/Bucket Crane/Hydraulic Ladder/ or Aluminum Ladders with 3 or 4 wheelers and 2 wheelers for fast movement of men and material, tools and tackles for the purpose of light installation and maintenance. Bidder has to set-up a Service Centre (telephone with attender, storage for spares, service personnel with requisite service tools & equipment's) at the Division/ULB level with required skilled manpower for servicing. It is also required to coordinate with EESL/PMC team necessary for collection of necessary spares for repair, replacement and to ensure trouble free operation of installed LED streetlights during the maintenance period.
8. The Successful Bidder to also assign one senior officers per Division/Cluster level from their organization which are regular employees and provide the contact details of the same, who shall be Accountable for delivering on the commitments during the Contract Period. In case the assigned officer leaves the organization or is reassigned, the Bidder to intimate the same in writing to EESL Project Manager and advice names of the new officers assigned for the role.
9. Bidder has to arrange minimum one Jeep ladder/Hydraulic vehicle for each 5000 lights for Repair & Maintenance of lights which are not accessible with normal/ wooden ladder. However, arranging wooden ladder/ Jeep ladder is in the scope of bidder, NO EXTRA CHARGES WILL BE PAID FOR THE SAME.
10. Provide all necessary consumables like nuts, bolts, cable lugs, Switchgear, Connectors, Ferrules, M-seal, Gel, Teflon Tape and any other consumables (Cost of all these to be built into the bidder's rates). No separate payment shall be made for these items. For Junction Box, Pole Arms, Clamps, Wire and MCBs and MCCBs installation with prior permission from EIC, a separate approved rate list is attached which shall be paid by EESL on actuals based on EESL site-in-charge verification.
11. Bidder shall be levied a penalty of INR 100000 per month for non-compliance of the above requirements in terms of office/store/depot, manpower, equipment & vehicle on the discretion of Engineer-in-charge (EESL).

3. Qualifying Requirements:

S.No.	Criteria	Documents to submit
1	<p>The bidder should be in existence from at least last three 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 OR A registered partnership deed OR A LLP registration certificate issued by registrar of companies OR 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), OR a registered partnership firm (registered under section 59 of the Partnership Act, 1932) OR a limited liability partnership (under the Limited Liability Partnership Act, 2002)/ OR 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/ 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>Contractor must have B Class Electrical Contractor certification issued by competent Government Authority.</p> <p>(In case of consortium, lead bidder should fulfill this condition)</p>	<p>Certificate issued by Competent Government Authority i.e. electrical licensing authority.</p>
4	<p>Bidder should submit proof of execution of 'similar works' experience in past three (3) years as under:</p> <ul style="list-style-type: none"> • Single Work Order of ₹ 2.56 CR OR • Two Work order of ₹ 1.6 CR each OR • Three work orders of ₹ 1.28 CR each <p>In case of consortium, this condition is to be met by all consortium members collectively.</p>	<p>Bidders to submit the proof of Work Orders/LoAs along with proof of completion of execution against each of the work orders/LoAs.</p> <p>Similar works mean "Repair & maintenance work for street light work or CCMS work OR / LT 440 volts works / HT 11 KV / Electrical project execution works in any power distribution Utilities/ SEB's/ Discoms/ ULB/ other govt. organizations .</p>

S.No.	Criteria	Documents to submit
5	<p>Bidders should have average Annual Turnover (ATO) for immediately preceding last three financial years (2016-2017, 2017-2018 and 2018-2019):-</p> <p style="text-align: center;">ATO ₹ 96 Lakh</p> <p>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.</p>	<p>Duly authorized copy of audited balance sheet for Financial Year 2016-17, 2017-18 and 2018-19 is to be submitted by respondent Along with CA certificate.</p> <p>Other income shall not be considered for arriving at annual turnover.</p>
6	<p>The bidder should be not have suffered any financial loss in any two of the previous three (3) completed financial years (2016-17, 2017-18 and 2018-19) 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>
7	<p>The net worth of the bidder in immediate last financial year should not be less than 100% of 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>Duly authorized copy of audited annual report is to be submitted by respondent along with CA 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 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.</p>
8	<p>Bidder should have valid GST Registration & PAN No. (In case of consortium, both members must fulfil this condition).</p>	<p>GST registration certificate, Valid PAN No.</p>
9	<p>The bidder should have registered with ESIC (providing for medical, disablement, dependent benefits). (In case of consortium, lead bidder must fulfil this condition).</p>	<p>Bidder shall submit the ESIC registration proof.</p>
10	<p>The bidder should register with Employees Provident Fund and Miscellaneous Provisions Act, 1952 (providing for PF contributions, Employee pension and Deposit Link Insurance). (In case of consortium, lead bidder must fulfil this condition).</p>	<p>Bidder shall submit the EPFO registration proof.</p>

S.No.	Criteria	Documents to submit
11	Bidder should provide undertaking of submitting the labour license under Contractor Labour (Regulation & Abolition) Act, 1970 within 1 month of issuance of LoA. (In case of consortium, lead member must give the undertaking).	Self-undertaking must be given by the bidder.
12	The bidder will comply with Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment). (In case of consortium, lead bidder must fulfil this condition).	Bidder should submit self-declaration on letter head.
13	The bidder will comply with Minimum wages Act, 1948 (providing for minimum wages for various employments). (In case of consortium, lead bidder must fulfil this condition).	Bidder should submit self-declaration on letter head.
14	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. (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.

- “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 both 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.



SPECIAL
CONDITIONS OF
CONTRACT

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

6. 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 Dismantling, Installation and commissioning and IDC material 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 every 3000 Lights of installation; subject to fulfilment of contractual obligations. (In case of last stage of completion of installation, payment shall be made on submission of Bill/invoice of completion of installation of last lot of LED Street Lights or 3000 LED Street Lights whichever is lower.)	After Submission of Jointly verified Installation report by the ULB and EESL's/ representative
<u>Maintenance Phase</u>	BIDDER should raise bill (s) on monthly basis to the EESL during maintenance phase which shall start after successful completion of installation of LED street as mentioned in the certificate issued by ULB/ Corporations/ Authority. All bills shall be submitted to concern Engineer in charge for verification/ certification for work along with satisfactory 'Performance Certificate' issued by authorized representative of ULBs and other necessary statutory records, challans, slips wages record etc. before submission of bill(s) for payment. All the payment during the maintenance phase will be released on monthly basis during the contract period.	After submission of Jointly verified Performance Certificate report by the ULB and EESL's representative

Note: Necessary condition to be fulfilled for payment

1. Submission of Contract Performance Guarantee
 2. The Bills shall be certified by the Engineer-In-Charge or its Authorized representative.
 3. The certification of Bills by the Engineer-In-Charge shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the BIDDER satisfactorily which shall hold good for payments of Bills.
 4. Relevant Certificate/document to be submitted by the successful bidder for Minimum wages paid by the BIDDER to their employees.
 5. Successful bidder has to sign a Contract agreement with EESL within 07 days of issuance of LoA.
 6. TDS shall be deducted as per applicable policy & norms.
- EESL reserves right to cancel the bid without giving any reason.



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) The Bidder shall provide the list of unresolved complaints with detail cause/ nature of complaint that are beyond their scope of work within 48 hrs of reporting; failing of which can be penalized. Penalty shall be calculated as follows:

$$\text{Penalty} = 2 \times [(\text{wattage of defective LED Street Lights}) \times (\text{operating hours}) \times (\text{no. of days of default beyond 48 hours}) \times \text{tariff}] / 1000$$

7. Completion Time:

a. Detailed Field Survey

- Completion of Field Survey in entire Division/ULBs within 7 days of issuance of LOA.

b. Installation and Commissioning of LED Streetlight

Entire material to be delivered, installed, and commissioned

- Within 5 weeks of issuance of LoA for ULB.

In case of lack of bids received for any Cluster(s), EESL reserves the rights to award the work to any party/parties found suitable during evaluation as per evaluation criteria mentioned in the bid, but hasn't participated for the Cluster(s) under consideration although the party/parties are willing to work in the aforesaid Cluster(s), in case the party/parties are able to match the price of the L1 bidder in other Cluster." 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 existing party, which was found suitable during evaluation as per evaluation criteria mentioned in the bid.

- A. Declaration letter to be submitted stating their preparedness, ability and project plan to achieve minimum of 200 streetlight installations per day irrespective of wattages in BOQ.
- Successful bidder should submit the **detailed implementation schedule** within 7 days of the LOA. Further, please note that award of Clusters/Divisions/ULBs/Circles to successful bidders will be at sole discretion of EESL. In case, there is any deviation in Installation schedule of 1st Batch of Lights (i.e. 25% of total ordered quantity), a time period of 7 days will be provided to successful bidder to improve its position. If no corrective action is taken by the successful bidder to improve its performance for which EESL is sole judge and at unfettered discretion of EESL, the successful bidder is banned for doing business with EESL for six months, Letter of Award shall be short-closed/ cancelled/ diverted to other successful bidder/s.
- Submission of details of manpower deployment and other resources (ladder mounted vehicles etc.)
- Installation [Weekly commitments should be given for Street Lights. The plan should be given for each of the ward of the Cluster as may be applicable].

Performance of the successful bidder during installation phase shall be measured in line with the compliance of above mentioned timelines & Completion of Field Survey in entire Clusters/ULBs within 7 days of LOA.



The performance of the vendor will be continuously assessed throughout the tenure and if it is perceived that the vendor might not be able to meet the project timelines and/or his performance as per the above-mentioned criteria is not up to the mark, EESL may cancel the order completely or partly without prejudice to his right, at the sole risk and cost of the vendor.

The performance of the bidder during the contract period shall be assessed based on the following parameters:

- Compliance of stipulated timelines for carrying out installation works
- Quality & workmanship
- Teams deployment & coordination
- Conduct with stakeholders
- Safety precautions & measures including method & equipment used
- Deviation from survey conducted in terms of quantities & wattage mix
- Reporting of MIS etc.

Criteria for evaluation During the Installation Phase: Break-up of Marks: Survey – 25% & Installation – 75%;

Criteria for the measurement of performance during maintenance period of the contract.

- Repair and maintenance – Bidder will be assessed based on the number of complaints raised and resolved per day and the marks will be given on absolute percentage basis. (on quarterly basis)

Or

ANNUAL UPTIME (over 98%): 30% for UPTIME of 98% or pro-rata for part thereof, 70% for UPTIME of 99% or pro-rata for part thereof, (-ve) 20% for UPTIME of 97% or pro-rata for part thereof, 30% for UPTIME of 95% or pro-rata for part thereof, 50% for UPTIME of 92% or lower or pro-rata for part thereof.

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

8. Evaluation Criteria:

- a. Tender will be evaluated separately for each Clusters as stated in Bill of Quantity.
- b. Bidder can participate in either any or all Clusters, 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 Section-4. 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.

9. 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.

Duration of the Work: Number of days for Installation as mentioned in the timelines above (from date of issue of LoA); followed by annual maintenance for 7 yrs.

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

Energy Efficiency Services Ltd., Plot No. 53, Block: DN, Sector V, Salt Lake City, Kolkata -700 091

10. 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.

11. Contract duration:



Installation duration and Maintenance thereafter for seven 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.

12. 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.

13. 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.

14. Contract Performance Guarantee:

Within thirty (30) days of the receipt of notification of award from EESL, the successful bidder shall furnish the CPG in the form of Demand Draft/ Pay Order or Bank Guarantee for 10% of the value of installation part (excluding GST) + 10% of the value of maintenance for 1 year (excluding GST). The Bank Guarantee must be valid to cover Delivery Period + Warrantee Period + Three Months Claim Period i.e. 2 years+ 3 months claim period. Any delay in submission of SD/CPG shall be deemed as accruing of financial benefit to the supplier and EESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the supplier for the period of delay. However, this provision does not bind EESL in any way from proceeding against the supplier (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non- submission of the SD/CPG.



In case Bidder provides CPG for shorter duration, it shall be for a minimum period of 3.5 years and EESL reserves right to invoke CPG in case extended CPG/fresh CPG is not furnished at least 90 days prior to expiry of original CPG.

Bank guarantee shall be from any Nationalized Banks/other scheduled private banks as per list of EESL. EESL shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract. This shall include the recovery, if any, against the Penalties applicable during repair and maintenance period as brought out under relative Clause under Liquidated Damages.

Failure of the Successful Bidder to comply with the requirements of IFB/RFP/LoA shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.

If any shortfall in performance is observed, as per the criteria mentioned in section 4, EESL shall have right to INVOKE BANK GUARANTEE. In case of non-submission of CPG by bidder during the period of installation, EESL reserves the right to withhold an amount equivalent to the amount covered under CPG till the submission of CPG and acceptance of the same by EESL after due verification.

15. 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%.

16. 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.

18. 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>

19. 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
$$\text{Penalty} = 2 \times [(\text{wattage of defective LED Street Lights}) \times (\text{operating hours}) \times (\text{no. of days of default beyond 48 hours}) \times \text{tariff}] / 1000 \text{ or Rs } 50 \text{ per day per light whichever is higher}$$

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.

20. 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.

21. Submission of Reports:

Following Reports shall be submitted by the successful bidder, as per the instructions of EIC:

- a. **Detailed Field Survey Reports**: After placement of LOA and during pre-installation stage.
- b. **Daily Progress Reports** – during installation stage (via email)
- c. **Submission of signed copy of Installation reports** - weekly basis
- d. **Daily Fault Reporting and Rectification Status Reports** – during repair and maintenance period.
- e. Receipt of Dismantled Luminaires on daily basis duly certified by the ULB representative & EESL.
- f. **Stock Report**: Daily during Implementation and weekly during maintenance period
- g. ***Monthly Progress Reports during installation stage***
- h. **Completion Certificate after completion of installations for each 3000 Lights installation, based on this bills will be processed**
- i. **Monthly Fault Rectification Reports during repair and maintenance phase**
- j. **Any other Reports as may be directed by EIC**

Final Report Formats shall be informed by EIC at appropriate stage.



ATTACHMENT –001

Ref. NIT/Bid Document No.: EESL/06/SLNP/DIC/WB/04 Date: 29.03.2020

{Description: *Financial parameters*}

Description	FY 2016-17	FY 2017-18	FY 2018-19
Annual Turn Over			
Net Worth			
Profit after tax			
Share capital			

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Signature of CA