# ENERGY EFFICIENCY SERVICES LIMITED (A JV of PSUs of Ministry of Power, Govt. of India) DN-53, WECS Building 1<sup>st</sup> Floor, Salt Lake Sector- V, Kolkata- 700091

#### (SUPPLY CHAIN MANAGEMENT DEPARTMENT)

# **DETAILED INVITATION FOR BIDS (IFB)**

FOR

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

NIT/Bid Document No. EESL/06/2020-21/Furniture/JH/192020006

EESL invites interested bidders (Manufacturer/Supplier) for the aforesaid supply of furniture Under Single Single sealed Envelope off-line Bidding Proces.Please refer to the detail that follow. Anv Amendment(s)/Corrigendum/Clarification(s) with respect to this tender shall be uploaded on the EESL website only. The bidder should keep themselves updated by regularly visiting the website (www.eeslindia.org) of EESL for any Amendment(s)/Corrigendum/Clarification(s) in regard to this tender.

> For & on Behalf of EESL Sanjit kumar AE-(SCM)

,Date: 30.05.2020

The Hard copy /Physical bids will be submitted at " <u>The State Head ,Energy Efficiency Services</u> <u>Limited,4<sup>th</sup> Floor Maple Plaza, Opp-Road No-2, Ashok Nagar, Ranchi-834002,Jharkhand,Hard</u> copy should be reached at the address before bid submission closing date & time .Only hard copies/physical form will be accepted. In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.

NIT/Bid Document No.	NIT/Bid No.:EESL/06/2020-21/Furniture/JH/192020006 Date: 30.05.2020
Bid Submission Period Date & Timing, i.e., Last date & time for downloading RfP from website	From 30.05.2020 (Saturday) to 05.06.2020 (Friday) (up to 1400 IST)
Of-line Bid Submission Period	From 30.05.2020 (Saturday) to 05.06.2020 (Friday) (up to 1430 IST)
Techno-commercial bid Opening Date & Time	05.06.2020 (Friday) at 1500 hrs. IST, offline, at following address:- Energy Efficiency Services Limited 4 <sup>Th</sup> Floor, Maple Plaza, Opp- Road No-2, Ashok Nagar, Ranchi -834002
Bid Validity Duration180 days from the date of opening of techno-commercial bit	
Contact Person(s) for Technical Queries (copy of the query to be marked to Contracts Dept. as well)	Sh. Rakesh Jha(State Head ),Sh. Ranveer Singh (D.M) Energy Efficiency Services Ltd. E-mail- <u>rjha@eesl.co.in</u> , <u>rksingh@eesl.co.in</u>
Contact Person(s) for Tender- related Queries	Subhadip Dutta (D.M), Mr. Sanjit Kumar (AE-SCM) Energy Efficiency Services Ltd. E-mail: <u>sdutta1@eesl.co.in</u> , sanjitk@eesl.co.in
Bid should be addressed to	State Head (Growth & Lighting) Energy Efficiency Services Limited 4 <sup>Th</sup> Floor, Maple Plaza, Opp- Road No-2, Ashok Nagar, Ranchi -834002

# (BID DETAILS)

- 2. The complete tender document containing general terms & conditions, Qualification requirements etc. are available on http://www.eeslindia.org\_and can be downloaded free of cost.
- 3. Interested bidders/supply agencies/ reputed firms supplying such furniture on all India basis may submit their bids in the prescribed format with all the necessary documents in Single sealed envelope, Hard copy should be reached at the address before bid submission closing date & time.

The bidders shall submit their bids Physical Copy only at prescribed address and to follow the terms and conditions provided therein for submission of bids.

4. Bidder who has downloaded the Tender from the website <a href="https://www.eeslindia.org\_shall">https://www.eeslindia.org\_shall</a> not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and bidder is liable to be banned.

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5. Intending bidders are advised to visit website https://www.eeslindia.org\_regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Technical Bid will be opened as per date/ time as mentioned in the Tender IFB Sheet Submission of Tender: -

- (a) The tender shall be submitted at <u>State Head, EESL,4<sup>th</sup> Floor Maple Plaza,Opp-Road No-2, Ashok Nagar, Ranchi-834002, Jharkhand</u> in two parts viz., Technical Bid & Price Bid.in Single sealed envelope.
- (b) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents.

The offers submitted by Fax/email will not be considered. No correspondence will be entertained in this matter.

# **SCOPE OF WORK AND TERMS & CONDITIONS**

## **Terms & Conditions**

- 1. The Bidder must quote and supply only the furniture of Branded and Bid for unbranded items will not be entertained.
- 2. The Bidder submit the High-Resolution Colour Photos / Catalogue of each furniture mentioned in the **Schedule-I** and Sl. No. of the item in the Schedule I should be mentioned on the said photograph / catalogue.
- 3. Bids must comply with the specifications mentioned at Schedule I and Bids have to be made for all items mentioned in Schedule-I. Bids for part items will be rejected. The bidders must supply and quote for only Branded furniture and Bidders may quote their rates inclusive of all charges. It may specifically be noted that no changes/escalations in the accepted rates shall be allowed during the validity period.
- 4. EESL reserves the right to reject any item found to be non-confirming to required quality and specification at the time of supply from the successful bidder.
- This EESL reserves the right to purchase part quantity of a particular furniture item listed in Schedule-1 / reject a particular furniture item listed in Schedule-1 based on the availability of funds.
- 6. The bidders may quote the price only in the **BoQ Format** available Tender document They may quote unit price exclusive of GST. No payment over and above the prices quoted (except GST) in the Tender shall be made by the Department.
- 7. The price should include supply and installation at the said premises and warranty would commence from the date of commissioning. No delivery charges will be paid extra.
- 8. The method of selection will be **on the L-1 basis** viz., the bidder quoting lowest total amount which is inclusive of GST.

- 9. The supplier should **be registered with the GST** and should upload a copy of the Registration Certificate.
- 10. The furniture items etc., supplied by the bidders should be of best quality and a strict view will be taken if it is found defective at any stage during or after the delivery. This Office retains the right of taking any action including termination of the contract without assigning any reasons.
- 11. The Bids should be signed by the authorised person and his full name, designation, contact no. viz., Telephone/Mobile no. should be indicated below his/her signature and a proof of identity should be submitted along with the bid.
- 12. State Head EESL, Ranchi reserves the right to accept or reject any of the tender/bid without assigning any reason to the supplier.
- 13. Payment against bill/invoice will be made only after supply/installation and observance of satisfactory quality of the item.
- 14. Under no circumstances the successful firm/bidder will appoint a sub contractor or sub-lease the contract for the supply of furniture.
- 15. The successful bidder shall supply the Furniture to Office of STATE HEAHD EESL, 1<sup>ST</sup> FLOOR, FIRST AID BUILDING , FFP PLANT , HEC LIMITED, DHURVA, RANCHI-834004 , JHARKHAND and get it installed / assembled/ fixed at the said office by deploying proper technical person.
- 16. This office will not bear any travelling/lodging/boarding expenses of the persons deployed when he/she visits RANCHI.
- 17. The supply and installation of the furniture so approved by the Department should be completed within 15 days from the date of issue of work order, keeping in view of the urgency of requirement of the said items, failing which the order shall be liable to be cancelled and this office reserves the right to place the order to the next bidder.

We agree to the above terms and conditions.

Signature and Name with Date \_\_\_\_\_

Name of the Firm \_\_\_\_\_

# Summary of Documents to be submitted

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# A. Technical Bid

The following documents are to be submitted by the Service Provider along with Technical Bid as per the tender document:

- i) Signed copy of RfP with seal.
- ii) Technical Bid in Separate envelope.
- iii) Signed copy of Price bid as per format in separate envelope.
- iv) Address proof of Shops & Establishments,
- v) Signed and Scanned Copy of Tender Acceptance Letter (As per Annexure-B).
- vi) Signed and Scanned copy of Certificates like GST Registration, PAN No.P & L Accounts of last three years etc.
- vii) Signed and Scanned Copy of Annexure-I (Terms & Conditions annexure
- viii) Catalogue must be submitted for the quoted items.
- ix) Scan copy of Cancelled Cheque.

## B. Price Bid: -

(a) Signed Copy of Price bid undertaking.

# **Instructions for Bid Submission**

The bidders are required to submit Hard copies of their bids physically through Speed post or currier on the said address.

# Searching for tender documents

1) There are various search options built in the EESL website, to facilitate bidders to search active tenders in tender section of website.

# bidders have selected the tenders they are interested in, they may Download document preparation of bids

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

# Submission of bids

1) Bidder should Submit Hard Copy in Single Sealed envelope along with price bid in separate envelope in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

# **Qualifying requirement**

QUALIFYING REQUIREMENT			
1	Bidder Should have work experience of similar work .	Documents Required	
2	Certificate stating firm has not been black listed	Documents Required	
	from any Govt./EESL/PSU's organizations.		
3	GST Registration (please submit GST Registration certificate form-06)	Documents Required	
4	PAN No (please submit a copy)	Documents Required	
5	Annual Turnover in last three years. (Please sumbit balance sheets/P & L Account of last three years).	Documents Required	
6	Bidder should have own at least one show room/shop or furniture outlet in Ranchi or in	Registration Certificate required	
	Jharkhand		

# Note: Please note that if any of the qualifying criteria and supporting documents arenot enclosed the bid will be rejected.

# Summary of bill of quantity (schedule - i)

1. Area	Item Name	Description	Dimensions
	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft
	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft
Chamber 1	Back Storage	It will in a combination of open and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	11.3ft X 2ft
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft
	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft
	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft
Chamber 2	mber 2Back StorageIt will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.11.		

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	Side Tables	Made of Solid Ply combined with tampered glass in the center of	1ft X 1.3ft	
3 Seator Sofa		the table. Customised 3 Seater Sofa finished in Fabric	6ft X 2.4ft	
	Conference Table	and Kurlon Cushion. Made of Solid Ply finished with Quartz	12ft X 5ft	
		Granite Top of the table.	1211 X 511	
	Storage Cum T.V Unit	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	5ft X 2ft	
Conference Room	Wall Decorations with Artificial Grass	Side decoration on the corner and other areas needed with artificial grass and other elements if required.	Approx	
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	7.5ft X 2.4ft	
	Center Table	Made of Solid Ply combined with tampered glass in the center of the table.	3.5ft X 2ft	
	Open Wall Display Rack	The open display racks finished in Laminates and Glass.	10ft X 1ft	
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft	
Waiting Area	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft	
	1 Seater Arm Chair	Customised 1 Seater Sofa finished in Fabric and Kurlon Cushion.	2.4ft X 2.4ft	
	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	4.5ft X 2ft	
Chamber 3	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	4ft X 1ft	
	Back Storage	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	7ft X 1.3ft	
	Workstation	L Shaped Workstation finished in Laminates and equipped with White Board with marker holder, Bulletin Board, and Sticky Note Platform in each.	16 Nos.	
	Pedestrial	A pedestrial set will be provided for with wheels for movement. Each pedestrial set will be equipped with channelled drawers 3Nos or Chanelled Drawer 1Nos and Shutter underneath.	16 Nos.	
Workstation Area		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	15.3" X 3' X1.6"	
	Half Height Storage	Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	6' X 3' X 1'6"	
		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	7' X 3' X 1'3"	
		Movable half height storage with wheels for easy movement of the cabinet.	2'6" X 3' X 1'6"	
Doccument Room	Shutter Covering	The concrete racks will be covered with Shutters either sliding or on hinges whichever required. Approx 12ft X 1.		
Electrical Works		Total end to end electrical fixations including wiring, piping,lights, decorative elements such as fancy lights and additional pipe detailing wherever needed.	Expected approx 2500 Sqft	
		Director's Chair	3 Nos	
		Visitor Chairs with wheels for Chambers	22 Nos	
	Chairs	Visitor Chairs with wheels for Conference Room	25 Nos	

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	Normal visitor chairs for other miscellanous areas	5 Nos
Window Blinds	Blinds for all the windows in the office area.	Approx

#### Note:Bidders should not quote price here.

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.

(Signature) Name of Representative:

#### ANNEXURE-B TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Supply of Office Furniture to

Commissioner(Appeals). Dear Sir,

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

as

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

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

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

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

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

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found violated, then your

department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours

faithfully, (Signature of the

Bidder, with Official Seal)

#### PRICE/ FINANCIAL BID DOCUMENT

- (a) Price bid undertaking
- (b) Schedule of price bid in the form of BoQ\_xls (sample given at next page) PRICE BID

### **UNDERTAKING**

From: (Full name and address of the Bidder)\_\_\_\_\_

To,

Dear Sir/Madam,

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

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.

3. I offer to work at the rates, as indicated in the price Bid in BoQ format, which is inclusive of all applicable taxes/other charges except GST.

Yours faithfully

Signature of bidder with Office Seal

Note:

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

# (Price Bid Format)

Area	Item Name	Description	Dimensions	Area (Sqft / Nos)	Unit Rate	Total amount
	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft	14		
Chamber 1	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft	9		
	Back Storage	It will in a combination of open and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	11.3ft X 2ft	22.6		
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft	2		
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft	1		
	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	7ft X 2ft	14		
Chamber 2	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	5ft X 1.8ft	9		
	Back Storage	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	11.3ft X 2ft	22.6		
	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft	2		
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft	1		
	Conference Table	Made of Solid Ply finished with Quartz Granite Top of the table.	12ft X 5ft	60		
Conferen	Storage Cum T.V Unit	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	5ft X 2ft	10		
	Wall Decorations with	Side decoration on the corner and other areas needed with artificial grass and other	Approx	1		

,	1	elements if required	1		 
	Artificial Grass	elements if required.			
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	7.5ft X 2.4ft	1	
	Center Table	Made of Solid Ply combined with tampered glass in the center of the table.	3.5ft X 2ft	1	
	Open Wall Display Rack	The open display racks finished in Laminates and Glass.	10ft X 1ft	10	
	3 Seater Sofa	Customised 3 Seater Sofa finished in Fabric and Kurlon Cushion.	6ft X 2.4ft	1	
Waiting Area	Side Tables	Made of Solid Ply combined with tampered glass in the center of the table.	1ft X 1.3ft	4	
	1 Seater Arm Chair	Customised 1 Seater Sofa finished in Fabric and Kurlon Cushion.	2.4ft X 2.4ft	2	
Chamber	Director's Table	The Table top will be made of iron frame fixed on floor. Top will be made of Solid Ply finished in Laminates and 12mm Clear Glass Top.	4.5ft X 2ft	9	
3	Side Storage	Made of Solid Ply finished in Laminates for Printers and other important documents	4ft X 1ft	4	
	Back Storage	It will in a combination of and enclosed cabinets finished in Laminates and Glass shutters wherever needed.	7ft X 1.3ft	9.1	
	Workstati on	L Shaped Workstation finished in Laminates and equipped with White Board with marker holder, Bulletin Board, and Sticky Note Platform in each.	16 Nos.	16	
Workstati on Area	Pedestrial	A pedestrial set will be provided for with wheels for movement. Each pedestrial set will be equipped with channelled drawers 3Nos or Chanelled Drawer 1Nos and Shutter underneath.	16 Nos.	16	
		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	15.3" X 3' X1.6"	45.9	
	Half Height Storage	Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility	6' X 3' X 1'6"	18	

		shutters.				
		Fixed Half Height Storage made with Solid Ply finished in laminates and locking facility shutters.	7' X 3' X 1'3"	21		
		Movable half height storage with wheels for easy movement of the cabinet.	2'6" X 3' X 1'6"	7.5		
Doccume nt Room	Shutter Covering	The concrete racks will be covered with Shutters either sliding or on hinges whichever required.	Approx 12ft X 15ft	135		
Electrical Works		Total end to end electrical fixations including wiring, piping,lights, decorative elements such as fancy lights and additional pipe detailing wherever needed.	Expected approx 2500 Sqft	250 0		
		detailing wherever needed. Director's Chair	3 Nos	3		
Chair	S	Visitor Chairs with wheels for Chambers	22 Nos	22		
		Visitor Chairs with wheels for Conference Room	25 Nos	25		
		Normal visitor chairs for other miscellanous areas	5 Nos	5		
Windo Blinds		Blinds for all the windows in the office area.	Approx	200		
				Total .	Amount	Rs.

1. Bidders need to fill the coloured cells only.

2. Rate quoted should be per piece and exclusive of GST.

### A. Payment

#### 8. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.

11.2 The Contract Price shall be adjusted in accordance with provisions of Appendix-2 (Price Adjustment) to the Contract Agreement, if applicable. It will be mentioned in SCC.

11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 (Unforeseen Conditions) hereof, the Implementing Partner shall be deemed to have satisfied itself as to the hereof, correctness and sufficiency of the Contract Price, which shall, expect as otherwise provided for in the Contract, cover all its obligations under the Contract.

#### 9. Terms of Payment

12.1 The Contract price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix 1.

12.2 No payment made by the EESL herein shall be deemed to constitute acceptance by the EESL of the Facilities or any part(s) thereof.

12.3 The currency or currencies in which payments are made to the Implementing Partner under this Contract shall be specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contract.

#### 10. Securities

#### 13.1 Issuance of Securities

The Implementing Partner shall provide the securities specified below in favour of the EESL at the times, and in the amount, manner and form specified below.

#### 13.2 Advance Payment Security

13.2.1 The Implementing Partner shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equalto the advance payment calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the contract, with ainitial validity of up to ninety (90) days beyond the schedule dateof Completion of the Facilities in accordance with GCC Clause24. However, in case of delay in completion of facilities underthe package, the validity of the security shall be extended by the period of such delay.

13.2.2 The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms andProcedures)- Form of Advance Payment Security.The Advancepayment Security shall be reduced prorata every three (3) monthsafter First Running Account Bill/Stage Payment under the Contract based onthe value of equipment/facilities received. Thecumulative amount of reduction at any point of time shall notexceed seventy five percent (75%) of the advance corresponding cumulative value of the respective equipment Facilities supplied and received as per a certificate issued by the ProjectManager and the balance of 25% released after ninety (90) daysbeyond the Completion of those Facilities. It should

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be clearly understood that reduction in the value of security for advanceshall not in any way dilute the Implementing Partner's responsibility and liabilities under the Contract including in respect of the Facilities for which the reduction in the value of security is allowed.

# **Taxes and Duties**

14.1 Except as otherwise specifically provided in the Contract, the Implementing Partner shall bear and pay all taxes, duties, levies and charges assessed on theImplementing Partner, its SubImplementing Partners or their employees by all municipal, stateor national government authorities in connection with the Facilities in andoutside of the country where the Site is located.

14.2 Notwithstanding GCC Sub-Clauses 14.1 above, the EESL shall bearand promptly reimburse all customs and import duties, if imposed infuture, on the Plant and Equipment including Type Test and mandatoryspares supplied from abroad and specified in Price Schedule (andon spare parts to be supplied from abroad and specified in Schedule, when awarded) and that are to be incorporated into the Facilities, by the law of the country where the Site is located. However, if the plantand equipment are shipped in Shipper's containers, then the customduty levied on the cost of empty containers shall be borne and paid/reimbursed by the Implementing Partner. The EESL shall also bear and pay/reimburse to the Implementing Partner/Assignee of Foreign Implementing Partner (if applicable) Sales Tax (but not the surcharge in lieu of Sales Tax), Local Tax including Entry Tax / Octroi (if applicable) in respect of direct transactions between the EESL and the Implementing Partner, if imposed on the Plant and Equipment including Type Test and Mandatory Spares manufactured within the EESL's country and specified in Price (and also on locally supplied spares quoted when awarded) to be incorporated in the Facilities, by the law of country where the site is located. For this purpose, the Ex-works price if quoted in foreign currency and so incorporated in the contract, shall be converted to Indian Rupees as per the TT buying exchange rates established by State Bank of India prevailing on the actual date of Ex-works (India) despatch.

All taxes, duties and levies on works contract, if any, shall be to the Implementing Partner's account and no separate claim in this regard will be entertained by the EESL.

14.3 If any tax exemptions, reductions, allowances or privileges is available to the Implementing Partner in the country where the Site is located, the EESL shall use its best endeavours to enable the Implementing Partner to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or de-creased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Implementing Partner in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between the EESL and the Contractor/assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/assignee and also not applicable on the bought out items despatched directly from sub-vendor's works to site.

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# **ATTACHMENT**

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

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

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

Dear Sir/Madam.

747/2020/SCM-EC

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

Thanking You,

Yours faithfully,

Signature

Printed Name	
--------------	--

Designation.....

Common Seal.....

Date: Place:

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

**ATTACHMENT - 5** 

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

# Not Applicable

# ATTACHMENT -7

# REAL TIME GROSS SETTELMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANASFER (NEFT) From: M/s\_\_\_\_\_

-----\_\_\_\_\_

Sub: RTGS/NEFT Payments

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

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

Encl: As above:-

Confirmed by Banker With Seal

Signature of supplier With stamp & Address

#### ANNEXURE-B TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

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

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No: \_\_\_\_\_

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

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

advertisement, given in the above-mentioned website(s).

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

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

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

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

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

Yours

as

per your

faithfully, (Signature of the

Bidder, with Official Seal)

# Annexure-C

#### PRICE/ FINANCIAL BID DOCUMENT

(a) Price bid undertaking

(b) Schedule of price bid in the form of (sample given at next page)\_\_\_\_\_

## PRICE BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

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

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.

3. I offer to work at the rates, as indicated in the price Bid in BoQ format, which is inclusive of all applicable taxes/other charges except GST.

Yours faithfully

Signature of bidder with Office Seal