ENERGY EFFICIENCY SERVICES LIMITED

(A JV of PSUs of Ministry of Power, Govt. of India) Core-3, 5th & 6th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

SUPPLY CHAIN MANAGEMENT DEPARTMENT

OPEN TENDER

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: -: "Hiring of Cab Agency Service for 2 nos Sedan (AC) vehicle with driver for a period of One (1) Year and 1 no Hatchback Type vehicle with driver for 6 months for Energy Efficiency Services Limited (EESL), Regional Cluster Office, Kolkata"

NIT/Bid Document No.: EESL/KRO/2021-22/ Cab Tender/WB/002/WB/002 Date: 14.06.2021

EESL invites E-bids from interested bidders for the aforesaid work(s) under Single-stage Twoenvelope Bidding Process. 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 website of EESL for any amendment/corrigendum/ clarification in regard to this Tender.

For & on Behalf of EESL

Deepak Hansda Deputy Manager

BID DETAILS

NIT/Bid Document No.	EESL/KRO/2021-22/ Cab Tender/WB/002 Date: 14.06.2021
Bidding Document Cost	INR 2000/- (Rs. Two Thousand Only)
Earnest Money Deposit (EMD)/ Bid Security	Bidder should submit the Bid Security Declaration duly notarized on Rs. 100/- stamp paper as per <i>Attachment-2</i>
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 14.06.2021 (Monday) to 23.06.2021 (Wednesday) (up to 1700 IST)
Online Bid Submission Period	From 14.06.2021 (Monday) to 23.06.2021 (Wednesday) (up to 1700 IST)
Bid Submission	All bids to be submitted in sealed envelope mentioning Tender name and number in EESL office tender box as per following address Energy Efficiency Services Limited Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1,
Techno-commercial E- bid Opening Date & Time	10th Floor Salt Lake, Kolkata – 700091 24.06.2021 (Thursday) at 1100 hrs. IST, online, at following address:- Energy Efficiency Services Limited Energy Efficiency Services Limited Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091
Bid Validity Duration	180 days from the date of opening of techno-commercial bid.
Contact Person(s) for Technical Queries (copy of the query to be marked to Contracts Dept. as well)	Sh. Deepak Hansda (DM),Sh. Amod Kumar (Asst. Gen) Energy Efficiency Services Ltd. E-mail- dhansda@eesl.co.in, amodkumar@eesl.co.in
Contact Person(s) for Tender-related Queries	Subhadip Dutta (D.M) Energy Efficiency Services Ltd. E-mail: sdutta1@eesl.co.in
RfP to be addressed to	General Manager, Energy Efficiency Services Limited Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091

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

The Bid Document Fee and Bid Security Declaration must reach the following address in a sealed envelope superscribed "Bid Security Declaration and Bidding Document Fee for NIT/Bid Document No.: EESL/KRO/2021-22/ Cab Tender/WB/002 Date: 14.06.2021 before the submission date & time mentioned above.

General Manager, Energy Efficiency Services Limited Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091

It must be ensured by the bidder that the original instruments towards Bidding Document Cost and Bid Security Declaration are received by EESL before opening time of the techno-commercial bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection. EESL will not be responsible for any delay, loss or non-receipt of Bidding/RfP Document Cost or Bid Security Declaration sent by post/courier.

If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Bidding Document Cost and the Bid Security Declaration has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

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.

Technical & Special Conditions of Contract

NOTE: THE TERMS & CONDITIONS STIPULATED HEREIN WILL SUPERSEDE ANY CONTRADICTORY/SIMILAR/OVERLAPPING TERMS & CONDITIONS IN ANY OTHER SECTION/PART OF THE TENDER

Name of Work: -: "Hiring of Cab Agency Service for 2 nos Sedan (AC) vehicle with driver for a period of One (1) Year and 1 no Hatchback Type vehicle with driver for 6 months for Energy Efficiency Services Limited (EESL), Regional Cluster Office, Kolkata"

NIT/Bid Document No.: EESL/KRO/2021-22/ Cab Tender/WB/002 Date: 14.06.2021

BIDS ARE TO BE SUBMITTED AS FOLLOWS:

Envelope 1 (Pre-Qualifying documents) should contain following:

- Bid document fee in the form of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at Kolkata. <u>(To be</u> <u>submitted in hard copy/ manually in the tender-box on and before</u> <u>Technical E-Bid Opening Date & Time.</u>
- 2. Notarized Bid Security Declaration as per Attachment No -2 (<u>To be submitted in hard copy/ manually in the tender-box on and before Technical E-Bid Opening Date & Time.</u>
- 3. Letter of the bidder submitting the bid in the form as stipulated in the bid document i.e., as per Bid Form as *Attachment-1* of Forms& Procedures.
- **4.** Notarized Power of attorney to sign the bid as *Attachment-3* of Forms & Procedure. Bidders to use their own format. For Proprietorship firms, Power of Attorney is not required.
- 5. Signed and filled format as per Attachment 4 to Attachment 10.
- 6. All documents as required in the Qualifying requirements table.
- **7.** One complete set of RFP documents and subsequent amendments (if any) duly signed and stamped on each page.

Envelope-II (Price Bid)

Price Bid Format is prescribed in the Tender document.

Price-Bid of the technically disqualified bidders will not be opened.

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 online at E-tendering portal.

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.

2. Scope of Work

For the purpose of implementation of projects, a Cab Agency Service is required for Two (2) sedan type (AC) vehicle with driver for a period of One (1) Year and One hatchback type vehicle with driver for 6 months at Energy Efficiency Services Limited (EESL), Eastern Regional Cluster Office, Kolkata.

A) The detailed criteria and documents required are given below:-

- A minimum of 3 year experience in the field of transport services are required.
 Bidder must have current account in scheduled commercial bank for effective payment.
- 2) Bidder should have own office at Kolkata.
- 3) Agency should have valid email id for official conversation.
- 4) Manufacturing year of the vehicle should not be before 2016.
- 5) Bidder will be solely responsible for providing the vehicles with valid commercial license including insurance, pollution control document as required.
- 6) Bidder should comply all the applicable rules of labour laws & wages Act.
- 7) Car along with driver should be present from Monday to Saturday from 8 AM to 8 PM. In case of urgent official work car along with driver can be called on Sunday also.
- 8) Monthly run of the vehicle will be 2000 Km.
- 9) The drivers so provided should be well mannered, courteous and polite to officers using the vehicle. They should be well acquainted within West Bengal area, punctual, have valid driving license and should have neat and clean uniform.
- 10) The drivers should not smoke or drink while on duty and should not play cards, etc. during idle time.
- 11) The bidder shall ensure availability of adequate number of drivers in a manner that issues relating to leave/rest of drivers are addressed as per statutory rules/regulations.
- 12) The drivers shall not claim to be an employee of EESL.
- 13) All attendance & overtime verification would be done through the concerned authorized officer of the EESL.
- 14) The vehicle and its auxiliary shall be maintained in a good condition in conformity with the Chauffeur's Manual and the Manufacturer Manual. The vehicle cleanliness to be ensured by the Chauffeur from inside and outside.
- 15) EESL reserves the right not to accept and to seek replacement of any chauffeur(s) on duty who does not fulfill or fails to comply with the above requirements.
- 16) The contractor should provide first aid facilities in the vehicle
- 17) Contractor shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other harmful deeds by his staff and legal consequences. The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers

3. Price Bid Format

The bid should be submitting the rates as per the given below format f for six days in a week: -

Price bid Table-1 (For Sedan Vehicle)

SI No	Model of	Manufacturing	Qty	Monthly Charges Up	No of	Total
	Vehicle	Year		to 2000 Km (Per	month	amount (in
				month Per Cab)		Rs)
1	2	3	4	5	6	7 = 4x5x6
А			1		12	
В			1		12	
	Total amount (A+B)					
		Price bi	d Table-2	? (For Hatchback Vehicl	e)	
SI No	Model of	Manufacturing	Qty	Monthly Charges Up	No of	Total
	Vehicle	Year		to 2000 Km (Per	month	amount (in
				month Per Cab)		Rs)
С			1		6	
	col	umn 7				

Additional charges: Table-3

Extra Charges after 2000 km (Per	Extra Hours Charges (Per	Night Halt Charges (11 PM to	
Km Per Cab)	Hour Per Cab)	5 AM)	

Note:

- (i) Extra charges as per table-2 is mandatory to quote but will not be considered for evaluation of award. Bidders are directed to mention the rates in this column which may be considered during the time of award.
- (ii) Above rates are exclusive of Taxes. Tax to be mentioned clearly.

4. Payment Terms:

100% Payment of monthly bills along with taxes within 45 days against the submission of the original bills with daily details along with signed Log book and submission of CPG. Toll, Parking & gate charges will be paid by service provider & reimbursement of same will be take place after submission of such bills in original.

5. Start of Service:

Car service along with driver should be given within 2 days from award of LOA to the awarded Party.

6. **Qualifying Requirements:**

SI.	Qualifying Poquiroments:						
No.		alifying Requirements:					
1	Technical QR Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 2013), 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	Copy of certificate of incorporation/ Memorandum of Association/ Article of Association OR A registered Partnership Deed OR LLP Registration Certificate issued by Registrar of companies OR In case of Proprietor GST Registration and PAN Card Copy is to be submitted					
2	The bidder should be in existence from at least last three (03) Financial Years	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)					
3	The bidder should be registered with EPF and ESI act (if applicable)	Submit proof of registration or self-undertaking in case of non-applicability					
4	The bidder will comply with Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment) and Minimum wages Act, 1948 (providing for minimum wages for various employments).	Self-undertaking to be submitted					
5	The work order/letter of award having similar works should be either of the following: a) Three similar completed works costing not less than the amount equal to 4,42,000/- each. OR b) Two similar completed works costing not less than the amount equal to 5,53,000/- only each. OR c) One similar completed work costing not less than the amount equal to 8,84,000/- only.	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as (i) Satisfactory completion (OR) (ii) any other documentary evidences that can substantiate the satisfactory execution of each of the purchase order/ work order Submitted. Work Orders older than 01.01.2018 would not be considered for evaluation.					

	Financial QR	
6	Bidders should have an average Annual Turnover (ATO) of Rs. 3,32,000 for immediately preceding last three financial years.	Duly authorized copy of audited balance sheet for preceding last three Financial Year is to be submitted by bidder. In case of proprietorship/ partnership, ITR along with management signed accounts to be submitted if audited is not required. ATO means revenue from operations. In case the bidder does not have the finalized audited statement of the FY20-21, the preceding three years shall be considered for evaluation. (i.e. FY 2017-2018,2018-2019,2019-2020)
7	The bidder should be profitable (net profit) any of the two previous financial years out of last three completed financial years.	Duly authorized copy of audited balance sheet for preceding last three Financial Year is to be submitted by bidder. Profitability means Profit after tax. In case the bidder does not have the finalized audited statement of the FY20-21, the preceding three years shall be considered for evaluation
8	The net worth of the bidder in immediate last financial year should not be less than 100% of paid up share capital. Net worth of Proprietor/ Partnership Net Worth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years.	Duly authorized copy of audited balance sheet for preceding last three Financial Year is to be submitted by bidder. In case of proprietorship/ partnership, closing capital of last financial year should not be less than opening capital, This will be implemented as negative net worth and vice.

7. Termination for Unsatisfactory Performance:

If the EESL considers that the performance of the contractor is unsatisfactory or not up to the expected standard, EESL shall notify the contractor in writing and specify in detail the cause of dissatisfaction. The EESL shall have the option to terminate this contract if the contractor fails to comply with the requisition contained in the said written notice issued by the EESL to the contractor within 15 (Fifteen) days of the receipt thereof. Competent authority may decide, in case of unsatisfactory performance, to terminate this contract and to black list to disallow this contractor's further tender in EESL forfeiting the security deposit furnished towards performance guarantee.

8. <u>Termination at The Sole Discretion Of The EESL:</u>

Notwithstanding anything contained herein, the EESL may at its sole discretion terminate this contract by giving to the contractor 90 (ninety) days written notice to that effect without assigning any reason whatsoever. Also, if contractor wants to leave contract, he has to give minimum three months notice to corporation. However, all financial liabilities remain to be settled before termination.

Consequences Of Termination: In all cases of termination herein set forth the obligation of the Corporation to pay the operating rate/or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of this contract the parties shall reasonably continue to be bound by the provisions of this contract that reasonably require

some action or forbearance after such termination. The contractor shall hand over to the Engineer-in-charge in writing the final status of streetlight poles with latest action taken by him for fulfilment of scope of work.

9. Evaluation Criteria:

- Prices will be evaluated as brought out in the Price bid table-1 and Table-2. Suitable bidder having lowest total prices in column 7 of price bid table -1 and table-2 shall be L1. Award of work shall be on L1 basis separately for Sedan Type and Hatchback type..
- Award for Sedan Type and Award for Hatchback Type will be given to L1 party separately.
- Further, in case a party is not able to complete the work 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 on risk and cost of the defaulting bidder.
- In the event of tie in prices between two or more bidders, the bidder with higher turnover will be given preference in ranking & award. Avg. of last two financial years shall be considered for arriving at turnover for comparison in such cases to break the tie.
- If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.
- EESL reserves the right not to seek any deficient document / clarifications from the bidders after opening of techno-commercial bid. If any bid is found to be in non-conformance to the tender conditions or deviating from the tender, EESL resaves the right to out rightly reject such bid without seeking any clarification. Bidder to take cognizance of the same and submit their bid accordingly.
- EESL reserves the right to use the in-house available data, if required, to evaluate the tender including the data / documents submitted by the vendor in their previous tender. However, this should not be understood that relevant documents/ certificates or any other requirement as required in instant RFP is not provided by any vendor participating in the tender who has earlier participated in any of the tenders by EESL
- 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.
- 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.
- MSME Purchase preference will be applicable to this tender. EESL reserves the right to split the tender in 60:40 between two agencies.

10. Action by EESL if L1 backs out:

After opening of price bid, if L1 bidder backs out, the bidder will be put on holiday list of EESL for a period of one year. During this tenure, the bidder will be barred from participation in EESL tendering process. However, bidder has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If bidder is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there

is no running contract of the bidder/ no payment dues of the bidder then EESL reserves the right to take any legal remedy as deemed fit to recover the penalty equivalent to EMD amount through legal means.

11. 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.

12. Contract duration:

The duration of contract will be of 12 Months Period.

13. 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.

14. 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.

15. 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 3% of Contract Price (excluding GST). The Bank Guarantee must be valid to cover Contract Period + Three 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 noncompliance 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.

This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC0000007.

]	BG advising message – IFN 760COV / IFN 767COV via SFMS						
]	Field Number Particulars (to be mentioned in Row 1)						
1	7037	EESL543840944					

16. 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%.

17. **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 Act1947, 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. <u>Liquidated Damage (LD):</u>

- (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 5% 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.
 - © 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

20. Penalties:

- (i) The contractor must reimburse all the expenditure incurred on travelling by the officer due to failure in providing the vehicle on the same day. The contractor shall also give in writing the reasons for making the reimbursement specifying the date and time and name of the officer. Failing to do so may result in action including penalty as deemed fit. A minimum of 1500/- per day will be deducted per car for such occurrence.
- (ii) In case of misplacement of Logbook, 1000/- per instance will be deducted from the bill

21. Insurance

The contractor shall procure and maintained appropriate insurance coverage to this his staff, third party and the work carried out by him, covering Workman's Compensation insurance (including) occupational disease covering the contractor's personnel engaged on the project / job and General liability insurance (including contractual) of third party injuries, including accidental death to any person and property damage. Contractor will be responsible for insurance cover of his personnel and EESL will have no liability whatsoever on this account.

A copy of insurance policy should be furnished to EESL within 15 days of award of the work.

- Workman's Compensation Insurance (including) occupational disease covering the contractor's personnel engaged on the project/job.
- General liability insurance (including contractual) for third party injuries, including accidental death to any person and property damage.

The documentation is to be furnished to the EESL within 15 Days of the signing of the contract. The Contractor will be responsible for insurance cover of his personnel and EESL will have no liability whatsoever on this account. Any damage to any service or accident in carrying out the works pertaining to this contract shall be in the contractor's account.

22. 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 comply to all applicable statutory guidelines and rules including but not limited to EPF Submission (Form 12A, 3A, 6A), ESI etc, and **submit self-certification of the same.** EESL reserves the right to take necessary action as deemed fit in case of non-submission of the said document.

Forms & Procedures

ATTACHMENT - 1

Date: 14.06.2021.

BID FORM

To,

General Manager,

Energy Efficiency Services Limited Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091

Subject: - EESL/KRO/2021-22/ Cab Tender/WB/002

Dear Sir,

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

Envelope 2: Price Bid

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

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

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

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

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

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

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

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

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made

without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated	
	NAME/S &AUTHORISED SIGNATORIES
	ADDRESS:
	MOBILE NO.:
	LAND LINE NO.:

Our correspondence details are:

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

ATTACHMENT – 2

[Duly Notarized on Rs. 100/- Stamp Paper]

Bid Security Declaration

In reference to EESL Tender For "	[Subject of Tender]_	"	published
vide NIT/Bid Document No :			[Name
of the bidder]hereinafter referred	d to as "Bidder",		
• understand that, according to tender co	onditions, bids must be sup	oported by a Bid Security	Declaration.
• hereby submit a declaration that the bi	id submitted by the under	signed, on behalf of the	Bidder, either
sole or in JV or Company, shall not be withdo	rawn or modified during	the period of bid validity	as mentioned
in the tender document.			
I, on behalf of the Bidder,[Name of t	the bidder], als	so accept the fact that in	a case the bid
is withdrawn or modified during the period	od of its validity or if		
[Name of	the bidder]	fail to sign the contra	ct in case the
work is awarded to us or fail to submit	a performance security	before the deadline d	efined in the
tender document/letter of award, then		[Name of the bidder]_	shall
be suspended for participating in the tend	dering process of EESL	, for a period of one (0	1) year from
bid due date of above referred tender.			
I, on behalf of the Bidder,[Name Securing Declaration shall cease to be vali of the receipt of your notification of the receipt days after the expiration of the valience.	d if I am/we are not the	successful Bidder, upo	
Signed: (insert signal	ture of person whose na	me and capacity are sh	own)
in the capacity of: (insert legal	capacity of person signi	ng the Bid Securing De	claration)
Name: (insertion)	rt complete name of per	son signing he Bid	
Duly authorized to sign the bid for an on b	oehalf of[Name	e of the bidder]	_
Dated onday of, 2021	(insert date of		

signing) Corporate Seal (where appropriate)

Δ	$\mathbf{T}\mathbf{T}$	Δ ($^{T}\mathbf{H}$	\mathbf{M}	EI	VT	_ 3
	11.		-1		171	1 I	

Tender Document No/Package No:	Dated:
Package Details	

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT on 100Rs Stamp Paper

Dated

ATTACHMENT - 4

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,

General Manager,

Energy Efficiency Services Limited

Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091

Sub:					• • • • • • • • •	• • • • • • • • • • • • • • • • • • • •			
furth	er confi	, we he	ereby on standi	/ confirm ing any	that we	e have read ated elsew	ed the fo here to	ollowing the co	
		Governing La	ws				-		Clause 7 of ITB
		Settlement of	Dispu	tes			-		Clause 17 of ITB
		Terms of payr	nent				-		Clause 2.0 of SCC
		Performance S	Securi	ty			-		Clause 5.9 of ITB
		Taxes and Du	ties				-		Clause 8 of ITB
		Completion Time Guarantee					-		Clause 9 of ITB
		Defects Liability					-		Clause 10 of ITB
		Functional Guarantee					-		Clause 11 of ITB
		Patent Indemn	nity				-		Clause 2.25 of ITB
		Limitations of	f Liabi	lity			-		Clause 2.27 of ITB
		Project inform Assumptions				valuation	-		As per Tables in price bid
									es found anywhere in our bid proposal, n, without any implication to EESL.
		Date:							Signature:
		Place:							Printed Name:
									Designation: Common

Sea

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can take a print out of it and sign.

ATTACHMENT - 5

(On Non – Judicial Stamp Paper of appropriate value and purchased in the name of executing Bank)

PROFORMA	OF BANK	CHARANTEE FOR	CONTRACT PERFORMANCE
PRUTURNIA	UF DAIN	TIJAKANIER EUK	CUNIKACI PRKEUKIVIANCE

Ref.: Bank Guarantee No
Date
To,
General Manager,
Energy Efficiency Services Limited Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091
Dear Sirs,
In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its $Registered$ / Head Office at
and the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to *
We
The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extent the time for performance of the Contract by the Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any other course of or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid on any of other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the owner may have in relation to the Contractor's liabilities.
Notwithstanding anything contained herein above our liability under this guarantee is restricted to

Signature
Bank's Rubber Stamp
Name
Designation with Bank Stamp
Attorney as per power of Attorney Nodated

Note: ** Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

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

k)	Whether the BG has been issued by a Bank in line with the provisions of Bid	
	/Contract documents?	
1)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as	
	per Bid / Contract documents?	

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEES FOR ADVANCE PAYMENTS, PERFORMANCE SECURITIES AND SECURITIES FOR DEED OF JOINT UNDERTAKING SCHEDULED COMMERCIAL BANKS

☐ SBI and Associates

Sl.No.	Name of Banks	Sl.	Name of Banks
		No.	
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore
	Nationalised B a n k s		
Sl.No.	Name of Banks	Sl.	Name of Banks
		No.	
9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank

23.

24.

25.

26.

Union Bank of India

United Bank of India

UCO Bank

Bank of Baroda

O Foreign Banks

Corporation Bank

Dena Bank

Indian Bank

Vijaya Bank

14.

15.

16.

17.

Sl.No.	Name of Banks	Sl.	Name of Banks
		No.	
27.	Bank of America NA	34.	Standard Chartered Bank
28.	The Bank of Tokyo-Mitsubishi UFJ Limited.	35.	SocieteGenerale
29.	BNP Paribas	36.	Barclays Bank
30.	Calyon Bank	37.	ABN Amro Bank N. V.
31.	Citi Bank N.A.	38.	Bank of Nova Scotia
32.	Deutsche Bank A. G.	39.	Development Bank of Singapore
33.	The Hong Kong and Shanghai Banking		
	Corporation Ltd.		

O SCHEDULED PRIVATE BANKS

Sl.No.	Name of Banks	Sl.	Name of Banks
		No.	
40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.		

Other Public Sector Banks

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

ATTACHMENT - 6

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

10:	
General Manager,	
Energy Efficiency Services Limited Bengal Eco Intelligent Park, EM-3, Sector V, Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091	
Sub: Letter of Acceptance of EESL Fraud Police 22/ Cab Tender/WB/002, Date: 09.06.2021	y Ref: NIT/RFP No.EESL/KRO/2021-
Dear Sir/Madam,	
We have read the contents of the Fraud Prevention Policy of EES/collaborator/sub-contractors/sub-vendors/bidders/service provention 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 - 7

PROFORMA OF LETTER OF UNDERTAKING

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

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

Ref.: N	IIT/Bid Document No.:
Our Re	eference NoDate:
Bidder'	's Name and Address:
To,	
Energy Bengal I Sector V Tower 1	Efficiency Services Limited Eco Intelligent Park, EM-3, /, (Rear Block) Unit A1, 10th Floor e, Kolkata – 700091
Dear S	ir,
1.0	We, M/s(Name of the Holding Company) declare that we are the holding company of M/s(Name of the Bidder) and have controlling interest therein.
	M/s(Name of the Bidder) proposes to submit the bid for the package(Name of the package) for
2.0 We	hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s
3.0 Thi	s undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

We are herewith enclosing a copy of the Board Resolution in support of thisundertaking.

4.0

Witness:	
	Yours faithfully,
(1)	
	(Signature of Authorized Signatory)
	on behalf of the Holding Company
(2)	
	Name &Designation
	Name of the Holding Company
	(Seal of Holding Company)

ATTACHMENT –8

REAL TIME GROSS SETTELMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANASFER (NEFT)

From: M/s_____

	Sub: RTGS/NEFT Payments	
	NEFT. For this, we are providin NEFT charges for the above facilit	issible payments through electronic mode vizing the requisite information herein below. The ty may be deducted/Recovered from our admissible
N	ame Of City	
	ank Code No.	
В	ranch Code No.	
В	ank's Name	
В	ranch Address	
В	ranch Telephone/ Fax No.	
	upplier Account No.	
Т	ype of Account	
II	FSC Code for NEFT	
II	FSC Code for RTGS	
S	upplier's name as per Account	
T	elephone No. of Supplier	
S	upplier's E-mail ID	
G	ST No. of the supplier	
Encl:	A cancelled cheque against above:-	ove bank account number is also being enclosed.
Confi With	irmed by Banker Seal	Signature of supplier With stamp & Address

Attachment-9

CERTFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head]

To,

General Ma	nager,						
	ciency Services Limited ntelligent Park, EM-3,						
Tower 1 (Rear Block) Unit A1, 10th Floor Salt Lake, Kolkata – 700091							
	liance of Minimum Local Content Re ry Trade and order no. P-45021/2/20	equirement as mentioned in Ministry of Commerce 017-PP(BE-II) dated 04 th June 2020					
Ref: NIT/Bi	id Document No:						
offered/quo compliance	ertify that following is the local conte ted against aforementioned tend with Ministry of Commerce and Indu June 2020 and the bidder shall strice	ent percentage in the LED Luminaire being der by M/s, the same is in ustry order no: P-45021/2/2017-PP(BE-II) etly abide by all provisions of the subject					
Sr. No	Item/s	Percentage of Local Content					
1							
Thanking Y	ou,	Yours faithfully,					
	Signature (Statutory Auditor/ Cos	st Auditor/ Practicing CA – As applicable)					
		Printed Name					
		Seal					
		UDIN No					
		Date					
		Place					

ATTACHMENT –10

Compliance Matrix/Check-List for Bid Evaluation Criteria

[To be submitted on Letter Head]

 $\hbox{Please ensure these major Terms \& Conditions before submitting your bid in order to avoid REJECTION of your offer } \\$

Technical QR	Bidder qualification criteria for as per Tender terms and conditions. The relevant documentary evidence like work order copies, completion certificates etc. are required to be furnished along with technical bid substantiating the qualification towards relevant experience/technical criteria (Documentary proof to be attached along with the technical bid)						
Order/Award Nos	Order date and completion date	Order/Award Amount	Client Name	Description of Order/Award			
Financial QR	Average Annual turnover of the bidder shall be as specified in tender documents in three preceding financial years. Copy of latest audited balance sheet, profit and loss account and copy of IT returns required to be furnished as asked in the tender.						
Financial Year	Annual Turnover	Net Worth	Profitability				
Other Mandatory Requirements							
Confirmation for Ter	der Terms and Conditions	s/EMD [Please tick ($$) as	applicable]				
1	Confirm that your bid is valid as per tender terms and conditions as on the last date of submission of the bid						
2	Confirm your compliance to TERMS AND CONDITIONS of bidding document						
Documentary evidence is attached for experience criteria as per QR is attached along with technical unpriced bid. Non-compliance to any of the QR will lead to outright rejection of the bid without any further reference to the bidders.							

The above mentioned points are major Terms & Conditions and are indicative in nature. Bidder shall carefully go through the detailed requirements, QR and other terms and conditions for better understanding and submit the bid accordingly.