

Amendment no.-2

Ref: NIT/Bid Document No.: EESL/06/2021-22/SLNP-SPD&SPARES/212207001/Amdt-2

Dated: 23.07.2021

To,
M/s
.....

SUB: **Amendment no. 2** against NIT/Bid Document No.: for "EESL/06/2021-22/SLNP-SPD&SPARES/212207001
Date:01.07.2021, E-Tender ID-1785.

References:

1. NIT/Bid Document No.: EESL/06/2021-22/SLNP-SPD&SPARES/212207001 Date:01.07.2021, E-Tender ID-1785.
2. Amendment No. 1 .NIT/Bid Document no: EESL/06/2021-22/SLNP-SPD&SPARES/212207001/Amdt-1 Date:22.07.2021.

Dear Sir/Madam,

Following Amendment(s) are hereby authorized by Competent Authority.

Description/Query/ Clarification Required	As per RfP/Amendment	Amended/Clarified As
Document Sale Date & Timing i.e. Last Date for downloading RfP from website	On 29.07.2021 (up to 1400 hours IST).	Extended up to 30.07.2021 (up to 1400 hours IST).
Online Bid Submission Time	On 29.07.2021 (up to 1430 hours IST).	Extended up to 30.07.2021 (up to 1430 hours IST).
Technical E-Bid Opening Date & Time	On 29.07.2021 at 1500 hours IST.	Extended up to 30.07.2021 (up to 1500 hours IST).

Amendment to Pre-Bid Queries is attached as Annexure I.

However, the prospective bidders are advised to regularly keep visiting and checking the E-Procurement portal website (<https://eesl.eproc.in>) for any further forthcoming information/ notice(s)/ developments/amendment(s)/ clarification(s) regarding the subject Tender.

Rest all the terms and conditions of the RfP and subsequent amendment remains unchanged.

Thanking You,



For and on behalf of EESL

23/07/21
AM (SCM)

पंजीकृत कार्यालय: एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,
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Signature :- CN=PRASHANT KUMAR, ST=MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=INDIA
Serial No: 1190003
23-07-2021

Name of Tender	Design, Manufacture, Testing, Supply including Transportation with 3 years Comprehensive On-site Warranty of LED Drivers & Surge Protection Device (SPDs) suitable to Existing LED Street Lights of different Brands and other related works on PAN India basis under Street Lighting National Program (SLNP).		
Tender No.	EESL/06/2021-22/SLNP-SPD&SPARES/212207001 Date:01.07.2021.		
Tender ID	1785		

S.N	Tender Reference No. & Page No.	As per RFP/Subsequent Amendments	Pre bid Query	Amendment/Clarification
1.	Section No. 4 Page No. 6 of 27 Para No/ Clause No. 3. c.	The bidder shall (SLNP) other related works & documentation of new spares as per Tender Term & Condition on PAN India basis.	Kindly clarify on "other related works & documentation of new spares", in case applicable for this tender.	Clarified As: Other related works includes-All the works involved until the delivery of SPD & Drivers at location and repair/replacement of faulty SPD & Drivers during warranty period within the specified time. Clarified as : No Changes as per RFP.
2.	Section No. 4, Page No. 6 of 27, Para No/ Clause No. 3. f.	Supply should be arranged within 60 days of PO date and undertaking for having applied for BIS certificate must be given by bidder.	We recommend that participating bidder must have BIS certificate and have to provide the same within the bid, and not at the time of LoA / PO.	Clarified as : No Changes as per RFP.
3.	Section No. 4, Page No. 7 of 27, Para No/ Clause No. 3. i.	The defective drivers & SPDs found during warranty period shall be repaired/ replaced within 15 days from the date of intimation of EIC without any cost.	We suggest that the defective drivers & SPDs found during warranty period shall be made available at location where it delivered / supplied. Also, further safety / site transfer(s) / secondary transportation of the same will not in the scope of bidder.	Clarified as : The drivers and SPD's shall be made available at Project Stores. Also, transportation of drivers & SPD Components from bidder to stores is the responsibility of bidder also the return of SPD & Driver Components from Project Stores to Bidder will be responsibility of the Bidder only during warranty period as well as delivery period.
4.	Section No. 4, Page No. 7 of 27, Para No/ Clause No. 4.	You should mandatorily register yourself under GST act of the particular state.	Kindly confirm / clarify. We understand that GST registration in any one state of India will be sufficient enough. Separate GST registration of the particular / individual state(s) should not be mandatory. Kindly confirm / clarify.	Clarified as : No Changes as per RFP.
5.	Section No. 4, Page No. 8 of 27, Para No/ Clause No. 6.	Bidder is required under the Contract to transport the Goods to place of destination defined as Site & storage of the material till the same are installed at various locations. Transport to such place of destination in India including insurance, as shall be specified in the Contract. related cost shall be included in the Contract Price.	We understand that bidder's scope is limited to transport goods up-to go-down / warehouse/store only. Also, Insurance in the scope of bidder will be limited to transportation till warehouse/store only. Further storage / safety / site transfer(s) / secondary transportation will be not in the scope of bidder.	Clarified as: Query on Storage/safety/Site transfer/secondary transfer already been clarified in Serial No. 3 Above.
6.	Section No. 4, Page No. 8 of 27, Para No/ Clause No. 9.	EESL is also at liberty to transfer quantities inter-state on need basis without any additional cost.	Kindly elaborate terms "without any additional cost" i.e. which additional cost EESL mentioned / considered under this clause	Clarified as: EESL is also at liberty to reallocate quantities anywhere in INDIA without paying any additional charges (i.e. transportation & insurance) to the bidder until delivery at specified location.
7.	Section No. 4, Page No. 9 of 27, Para No/ Clause No. 11.	We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one supplier.	Kindly clarify which splitting pattern to be applied for this tender for placing order on more than one supplier. Should it be region / cluster based or item based. Or all the BOQ items. Pg. p.kumar@prashant.kumar Date: 23-07-2021	Clarified as: EESL is also at liberty to reallocate quantities anywhere in INDIA without paying any additional charges (i.e. transportation & insurance) to the bidder until delivery at specified location.



			section No 4 of RFP it is clarified that "the external SPD with TMOV's should be of minimum 20KV/10KA rating with capability to withstand a minimum of 15 pulses of 20KV/10KA in all three modes L-N, N-E & L-E i.e. total of 45 pulses of 20KV/10KA with 2 ohm source impedance.
			At the same time, the bidder is responsible for getting the coordination testing for the selected SPD carried out and submission of original test reports as per the terms and conditions mentioned in the RFP.:
19.	Section 4, Page 11, 17/a/VII	output voltage $\leq 60V$	Clarified as: No Changes as per RFP.
20.	Section 4, Page 11, 17/a/VIII	Driver Must be IP66 compliant	Clarified as: No Changes as per RFP.
21.	Section 4, Page 11, 17/B/III	Driver Must be IP66 compliant	Clarified as: No Changes as per RFP.
22.		Ripple current $< 30\%$	Amended as: Below 60 Watts +/- 30% of rated output current > 60 Watts +/- 10% of rated output current.
23.	Section 4, Page 13, 17/1/e	Driver Efficiency	Clarified as: No Changes. As per RFP.
24.	Section 4, Page 13, 17/1/a	the rating of driver is not clear	Clarified as: Kindly refer Clause no: 3.a, 3.b, 3.c, 3.d & 3.e of Section 4, Pg 6 of 27.
25.	Section 4, Page 9, 13		Amended as: Penalties for non-fulfilment of minimum uptime requirement and delays in Restoration of SPDs & Drivers upto warranty period. Penalty= 2*(wattage of defective LED lights) * 11 hours* no. of days of default Beyond 48 hours * tariff/1000 or Rs 50 per day per light whichever is higher. Total amount of penalties shall be limited to the amount of penalty imposed by concerned ULB on EESL or subject to a maximum of 10% of the total value of the contract.(Whichever is higher).
	Section 4, Page 10 Clause 16 (4)	Penalty Calculations	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. Amended as: If any successful bidder fails to supply minimum 5% spares of SPD and 5% spares of drivers of total supplied quantity at any point of time during the contract period, a penalty of Rs. 100,000 per month or subject to a maximum of 10% of the total value of the contract. (Whichever is higher)
26.	Section 4, Page 10 Clause 16 (5)	Penalty Calculations	
27.	Section 4, Page 19 Clause 27	Terms of Payment	Clarified as: ST-DEH, QND 2.5, 3.0, 3.5, 4.0, 4.5, 5.0, 5.5, 6.0, 6.5, 7.0, 7.5, 8.0, 8.5, 9.0, 9.5, 10.0, 10.5, 11.0, 11.5, 12.0, 12.5, 13.0, 13.5, 14.0, 14.5, 15.0, 15.5, 16.0, 16.5, 17.0, 17.5, 18.0, 18.5, 19.0, 19.5, 20.0, 20.5, 21.0, 21.5, 22.0, 22.5, 23.0, 23.5, 24.0, 24.5, 25.0, 25.5, 26.0, 26.5, 27.0, 27.5, 28.0, 28.5, 29.0, 29.5, 30.0, 30.5, 31.0, 31.5, 32.0, 32.5, 33.0, 33.5, 34.0, 34.5, 35.0, 35.5, 36.0, 36.5, 37.0, 37.5, 38.0, 38.5, 39.0, 39.5, 40.0, 40.5, 41.0, 41.5, 42.0, 42.5, 43.0, 43.5, 44.0, 44.5, 45.0, 45.5, 46.0, 46.5, 47.0, 47.5, 48.0, 48.5, 49.0, 49.5, 50.0, 50.5, 51.0, 51.5, 52.0, 52.5, 53.0, 53.5, 54.0, 54.5, 55.0, 55.5, 56.0, 56.5, 57.0, 57.5, 58.0, 58.5, 59.0, 59.5, 60.0, 60.5, 61.0, 61.5, 62.0, 62.5, 63.0, 63.5, 64.0, 64.5, 65.0, 65.5, 66.0, 66.5, 67.0, 67.5, 68.0, 68.5, 69.0, 69.5, 70.0, 70.5, 71.0, 71.5, 72.0, 72.5, 73.0, 73.5, 74.0, 74.5, 75.0, 75.5, 76.0, 76.5, 77.0, 77.5, 78.0, 78.5, 79.0, 79.5, 80.0, 80.5, 81.0, 81.5, 82.0, 82.5, 83.0, 83.5, 84.0, 84.5, 85.0, 85.5, 86.0, 86.5, 87.0, 87.5, 88.0, 88.5, 89.0, 89.5, 90.0, 90.5, 91.0, 91.5, 92.0, 92.5, 93.0, 93.5, 94.0, 94.5, 95.0, 95.5, 96.0, 96.5, 97.0, 97.5, 98.0, 98.5, 99.0, 99.5, 100.0, 100.5, 101.0, 101.5, 102.0, 102.5, 103.0, 103.5, 104.0, 104.5, 105.0, 105.5, 106.0, 106.5, 107.0, 107.5, 108.0, 108.5, 109.0, 109.5, 110.0, 110.5, 111.0, 111.5, 112.0, 112.5, 113.0, 113.5, 114.0, 114.5, 115.0, 115.5, 116.0, 116.5, 117.0, 117.5, 118.0, 118.5, 119.0, 119.5, 120.0, 120.5, 121.0, 121.5, 122.0, 122.5, 123.0, 123.5, 124.0, 124.5, 125.0, 125.5, 126.0, 126.5, 127.0, 127.5, 128.0, 128.5, 129.0, 129.5, 130.0, 130.5, 131.0, 131.5, 132.0, 132.5, 133.0, 133.5, 134.0, 134.5, 135.0, 135.5, 136.0, 136.5, 137.0, 137.5, 138.0, 138.5, 139.0, 139.5, 140.0, 140.5, 141.0, 141.5, 142.0, 142.5, 143.0, 143.5, 144.0, 144.5, 145.0, 145.5, 146.0, 146.5, 147.0, 147.5, 148.0, 148.5, 149.0, 149.5, 150.0, 150.5, 151.0, 151.5, 152.0, 152.5, 153.0, 153.5, 154.0, 154.5, 155.0, 155.5, 156.0, 156.5, 157.0, 157.5, 158.0, 158.5, 159.0, 159.5, 160.0, 160.5, 161.0, 161.5, 162.0, 162.5, 163.0, 163.5, 164.0, 164.5, 165.0, 165.5, 166.0, 166.5, 167.0, 167.5, 168.0, 168.5, 169.0, 169.5, 170.0, 170.5, 171.0, 171.5, 172.0, 172.5, 173.0, 173.5, 174.0, 174.5, 175.0, 175.5, 176.0, 176.5, 177.0, 177.5, 178.0, 178.5, 179.0, 179.5, 180.0, 180.5, 181.0, 181.5, 182.0, 182.5, 183.0, 183.5, 184.0, 184.5, 185.0, 185.5, 186.0, 186.5, 187.0, 187.5, 188.0, 188.5, 189.0, 189.5, 190.0, 190.5, 191.0, 191.5, 192.0, 192.5, 193.0, 193.5, 194.0, 194.5, 195.0, 195.5, 196.0, 196.5, 197.0, 197.5, 198.0, 198.5, 199.0, 199.5, 200.0, 200.5, 201.0, 201.5, 202.0, 202.5, 203.0, 203.5, 204.0, 204.5, 205.0, 205.5, 206.0, 206.5, 207.0, 207.5, 208.0, 208.5, 209.0, 209.5, 210.0, 210.5, 211.0, 211.5, 212.0, 212.5, 213.0, 213.5, 214.0, 214.5, 215.0, 215.5, 216.0, 216.5, 217.0, 217.5, 218.0, 218.5, 219.0, 219.5, 220.0, 220.5, 221.0, 221.5, 222.0, 222.5, 223.0, 223.5, 224.0, 224.5, 225.0, 225.5, 226.0, 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584.0, 584.5, 585.0, 585.5, 586.0, 586.5, 587.0, 587.5, 588.0, 588.5, 589.0, 589.5, 590.0, 590.5, 591.0, 591.5, 592.0, 592.5, 593.0, 593.5, 594.0, 594.5, 595.0, 595.5, 596.0, 596.5, 597.0, 597.5, 598.0, 598.5, 599.0, 599.5, 600.0, 600.5, 601.0, 601.5, 602.0, 602.5, 603.0, 603.5, 604.0, 604.5, 605.0, 605.5, 606.0, 606.5, 607.0, 607.5, 608.0, 608.5, 609.0, 609.5, 610.0, 610.5, 611.0, 611.5, 612.0, 612.5, 613.0, 613.5, 614.0, 614.5, 615.0, 615.5, 616.0, 616.5, 617.0, 617.5, 618.0, 618.5, 619.0, 619.5, 620.0, 620.5, 621.0, 621.5, 622.0, 622.5, 623.0, 623.5, 624.0, 624.5, 625.0, 625.5, 626.0, 626.5, 627.0, 627.5, 628.0, 628.5, 629.0, 629.5, 630.0, 630.5, 631.0, 631.5, 632.0, 632.5, 633.0, 633.5, 634.0, 634.5, 635.0, 635.5, 636.0, 636.5, 637.0, 637.5, 638.0, 638.5, 639.0, 639.5, 640.0, 640.5, 641.0, 641.5, 642.0, 642.5, 643.0, 643.5, 644.0, 644.5, 645.0, 645.5, 646.0, 646.5, 647.0, 647.5, 648.0, 648.5, 649.0, 649.5, 650.0, 650.5, 651.0, 651.5, 652.0, 652.5, 653.0, 653.5, 654.0, 654.5, 655.0, 655.5, 656.0, 656.5, 657.0, 657.5, 658.0, 658.5, 659.0, 659.5, 660.0, 660.5, 661.0, 661.5, 662.0, 662.5, 663.0, 663.5, 664.0, 664.5, 665.0, 665.5, 666.0, 666.5, 667.0, 667.5, 668.0, 668.5, 669.0, 669.5, 670.0, 670.5, 671.0, 671.5, 672.0, 672.5, 673.0, 673.5, 674.0, 674.5, 675.0, 675.5, 676.0, 676.5, 677.0, 677.5, 678.0, 678.5, 679.0, 679.5, 680.0, 680.5, 681.0, 681.5, 682.0, 682.5, 683.0, 683.5, 684.0, 684.5, 685.0, 685.5, 686.0, 686.5, 687.0, 687.5, 688.0, 688.5, 689.0, 689.5, 690.0, 690.5, 691.0, 691.5, 692.0, 692.5, 693.0, 693.5, 694.0, 694.5, 695.0, 695.5, 696.0, 696.5, 697.0, 697.5, 698.0, 698.5, 699.0, 699.5, 700.0, 700.5, 701.0, 701.5, 702.0, 702.5, 703.0, 703.5, 704.0, 704.5, 705.0, 705.5, 706.0, 706.5, 707.0, 707.5, 708.0, 708.5, 709.0, 709.5, 710.0, 710.5, 711.0, 711.5, 712.0, 712.5, 713.0, 713.5, 714.0, 714.5, 715.0, 715.5, 716.0, 716.5, 717.0, 717.5, 718.0, 718.5, 719.0, 719.5, 720.0, 720.5, 721.0, 721.5, 722.0, 722.5, 723.0, 723.5, 724.0, 724.5, 725.0, 725.5, 726.0, 726.5, 727.0, 727.5, 728.0, 728.5, 729.0, 729.5, 730.0, 730.5, 731.0, 731.5, 732.0, 732.5, 733.0, 733.5, 734.0, 734.5, 735.0, 735.5, 736.0, 736.5, 737.0, 737.5, 738.0, 738.5, 739.0, 739.5, 740.0, 740.5, 741.0, 741.5, 742.0, 742.5, 743.0, 743.5, 744.0, 744.5, 745.0, 745.5, 746.0, 746.5, 747.0, 747.5, 748.0, 748.5, 749.0, 749.5, 750.0, 750.5, 751.0, 751.5, 752.0, 752.5, 753.0, 753.5, 754.0, 754.5, 755.0, 755.5, 756.0, 756.5, 757.0, 757.5, 758.0, 758.5, 759.0, 759.5, 760.0, 760.5, 761.0, 761.5, 762.0, 762.5, 763.0, 763.5, 764.0, 764.5, 765.0, 765.5, 766.0, 766.5, 767.0, 767.5, 768.0, 768.5, 769.0, 769.5, 770.0, 770.5, 771.0, 771.5, 772.0, 772.5, 773.0, 773.5, 774.0, 774.5, 775.0, 775.5, 776.0, 776.5, 777.0, 777.5, 778.0, 778.5, 779.0, 779.5, 780.0, 780.5, 781.0, 781.5, 782.0, 782.5, 783.0, 783.5, 784.0, 784.5, 785.0, 785.5, 786.0, 786.5, 787.0, 787.5, 788.0, 788.5, 789.0, 789.5, 790.0, 790.5, 791.0, 791.5, 792.0, 792.5, 793.0, 793.5, 794.0, 794.5, 795.0, 795.5, 796.0, 796.5, 797.0, 797.5, 798.0, 798.5, 799.0, 799.5, 800.0, 800.5, 801.0, 801.5, 802.0, 802.5, 803.0, 803.5, 804.0, 804.5, 805.0, 805.5, 806.0, 806.5, 807.0, 807.5, 808.0, 808.5, 809.0, 809.5, 810.0, 810.5, 811.0, 811.5, 812.0, 812.5, 813.0, 813.5, 814.0, 814.5, 815.0, 815.5, 816.0, 816.5, 817.0, 817.5, 818.0, 818.5, 819.0, 819.5, 820.0, 820.5, 821.0, 821.5, 822.0, 822.5, 823.0, 823.5, 82

Amended as :

The driver and SPD casing shall carry EESL label with the details as below :

- i. Name of Manufacturer
- ii. Name of Co-Maker (If Applicable)
- iii. Manufacturing Unit Address
- iv. Toll-Free No of the Manufacturer
- v. Product Details & Rating (Wattage)
- vi. Input Voltage
- vii. Input Current
- viii. Input Power
- ix. Frequency
- x. PF
- xi. IP Rating of the product
- xii. CRS No issued by BIS
- xiii. Batch No
- xiv. Unique Serial No
- xv. QR/Barcode
- xvi. Model No
- xvii. Make / Brand

Each driver & SPD casing shall be provided with a unique serial number embossed or printed on the outer casing.

Relevant BIS IS standard should be mentioned along with the unique CRS No & relevant Logo.

"Made in India" must be mentioned on the Label along with relevant symbols pertaining to Earthing etc.

The outer driver/SPD casing shall carry EESL Company Logo & labels in EESL approved requisite sizing as to ensure clear visibility.

QR Code based tracking is mandatory for each driver/SPD.

Amended As:

1. Price bid of bidders submitting only offers as per technical specifications and quantities mentioned in tender shall be considered.
2. It is mandatory to quote for all the items mentioned in the online Price Bid Sheet format.
3. L-1 bidder shall be determined for individual line items on basis of lowest cost arrived.
4. Among all qualified bidders, lowest bid shall be determined as L-1 for respective line item.

5. EESL intends to split the total order quantity amongst two or more bidders. The allocation of quantity amongst bidders in case of order to be split other than L-1 (Who is not a bidder) shall be split based



Section 4, Page 7 Clause 3

Scope of work:

n. Bidder shall ensure proper document of the spares supplied/ repaired/ replaced on monthly basis such as Serial No., Batch No., Mfg. Date, and unique ID number has to be provided for the supplied Drivers and SPDs etc.

Evaluation Criteria

1. Prices will be evaluated as brought out in the Price bid of Section-4. Suitable bidder having lowest total prices (Grand Total) in column 6 of price bid table shall be L1. Award of work shall be on L1 basis.
2. EESL intends to split the total order quantity amongst three bidders. The allocation of quantity among bidders in case of order to be split other than L-1 (Who matches the L-1 price) shall be split based on the price bid hierarchy, i.e. L2, L3 & L4 subject to matching the L-1 price for complete scope of work. The award to L2,



tender including the data / documents

In case of Distribution between	Ratio in percentage
Two Parties (1:1)	60%:40%
Three Parties (1:1:2)	50%:30%:20%
Four Parties (1:1:2:3)	40%:25%:20%:15%
Five Parties (1:1:2:3:4)	30%:25%:20%:15%
Six Parties (1:1:2:3:4:5)	20%:15%:10%:10%:10%:10%

6. In case of single vendor situation, award may be given for the 60% quantity after establishing rate reasonability by EESL. However, EESL reserves the right to award more/less quantity awarded in proportion to the experience & qualification requirement (A/TQ) after obtaining consent from the bidder.

of such non-performing bidder.

8. 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.

9. Bid received in contravention of the same shall be liable for rejection.

10. ESIL 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 reserves the right to outright reject such bid without seeking any clarification. Bidder to take cognizance of the same and submit their bid accordingly.

11. 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

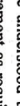
tenders by EESL.

participating in the tender who has earlier participated in any of the

requirement as required in instant RFP is not provided by any vendor

not be understood that relevant documents/certificates or any other

signature :-
PROJECT - CN
MANAGER -
OFFICE NO.
INDIAN MAR. ST-DELHI, QID.2.5.17-110003, OU-SUPPLY CHAIN
MANAGEMENT EFFICIENCY SERVICES LIMITED, C-IN



7. EESL reserves the right to use the in-house available data, if required, to evaluate the

NIT/Bid Document No.: EESL/06/2021-22/SLNP-SPD&SPARES/212207001/Amd-2
 04 Feb 23 07:2021

on the price bid hierarchy, i.e. L2 & L3 subject to matching the L-1 price (line item wise) for complete scope of work. The award to L2, & L3 shall be subject to their acceptance of L1 rates with all other terms and conditions as per tender will be as follows: -

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

6. In case of single vendor situation, award may be given for the 60% quantity after establishing rate reasonability by EESL. However, EESL reserves the right to award more/less quantity award in proportion to the experience & qualification requirement (ATO) after obtaining consent from the bidder.

7. 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 on the risk and cost of such non-performing bidder.

8. 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.

9. Bid received in contravention of the same shall be liable for rejection.

10. 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 reserves the right to out rightly reject such bid without seeking any clarification. Bidder to take cognizance of the same and submit their bid accordingly.

11. 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.

Signature : _____
 Subject : CN : **ST-DEHI**, O=D, 2.5.4.17=110003, OU=SUPPLY CHAIN
 CN : **MANAGEMENT INFORMATION SYSTEMS EFFICIENCY SERVICES LIMITED, C=IN**
 User ID : _____
 Serial No : _____
 PB : P, S, E, A, M, U, N, I, T, Y
 Date : 21/05/2011

	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.		
30.	Point 17. b. ii at page 12 of 27 of Section No 4 of RFP	Additionally, as per ANSI C 136.2-2014/ UL-1449/ IEC 61643-11, External Surge protection (SPD) with Thermal Protection (TMOVs) or equivalent thermal protection of minimum 10 kA rating with capability to withstand a minimum of 15 pulses of each 20KV/10K in all three modes L-N, N-E & L-E i.e. total 45 pulses of 20 KV with 2 Ohms source impedance for the 10KA current has to be provided.	<p>Clarified As:</p> <p>“Additionally, as per ANSI C 136.2-2014/ UL-1449/ IEC 61643-11, External Surge protection (SPD) with Thermal Protection (TMOVs) or equivalent thermal protection of minimum 10 kA rating with capability to withstand a minimum of 15 pulses of each 20KV/10KA in all three modes L-N, N-E & L-E i.e. total 45 pulses of 20 KV with 2 Ohms source impedance for the 10KA current has to be provided.”</p>
31.	Point 5 at page 14 of 27 of Section No 4 of RFP	Type test report in compliance to ANSI C 136.2-2014/UL-1449/IEC 61643-11 for surge protection device (SPD) with Thermal Protection (TMOVs) of minimum 20KV/10 kA rating with capability to withstand a minimum of 15 pulses of each 20KV/10K issued by NABL laboratories. (the test reports should bear the NABL license/authorization marking) must be compulsorily submitted the TPL report before offer of PDI.	<p>Clarified As:</p> <p>Type test report in compliance to ANSI C 136.2-2014/UL-1449/IEC 61643-11 for surge protection device (SPD) for Surge protection device (SPD) with thermal Protection (TMOVs) or equivalent thermal protection of minimum 10 KA rating with capability to withstand a minimum of 15 pulses of each 20KV/10K in all three modes L-N, N-E & L-E i.e. total 45 pulses of 20 KV with 2 Ohms source impedance for the 10KA current has to be provided issued by NABL laboratories (the test reports should bear the NABL license/authorization marking) and must be compulsorily submitted before offer of PDI.</p>

[Handwritten Signature]

Signature: _____
 S. Prashant Kumar, Sr. DE, H. QID 2.5.4.17-110003, OU-Supply Chain
 MANAGEMENT, O-ENERGY EFFICIENCY SERVICES LIMITED, C-IN
 User ID : p.kumar
 Serial No : 1101465
 PG 9 (Authorized Signatory/Kumar)
 Date : 23-07-2021

