

SECTION - 1

INVITATION FOR BIDS (IFB)

“Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering”.

| S N | Details | |
|---|--------------------------------------|---|
| 1. | Date of issuance of IFB | 27.06.2023 |
| 2. | NIT/Bid Document No.: | NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 |
| 3. | Funding | Domestic |
| 4. | Name of the Employer/ Buyer/Owner | <p>Energy Efficiency Services Limited A JV of PSUs under the Ministry of Power Corporate Office at: 5th Floor, Core-3, SCOPE Complex, Lodhi Road, New Delhi 110003</p> <p>EESL, invites sealed bids from eligible bidders for the subject tender for scope, inter-alia covers “Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering” on domestic competitive bidding basis under secured e-procurement procedure.</p> <p>This Invitation for Bids extended through media, website or written communication or by any other means shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.</p> |
| 5. | Publication | <p>This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package published on EESL Website and e-procurement portal (www.tenderwizard.com/EESL) and on Government of India’s Central Public Procurement Portal (https://eprocure.gov.in). Any Corrigendum and/or amendments, etc. shall also be published only on the above website/portals.</p> |
| 6. | e-procurement portal | <p>This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package published on EESL Website and e-procurement portal (www.tenderwizard.com/EESL) and on Government of India’s Central Public Procurement Portal (https://eprocure.gov.in). Any Corrigendum and/or amendments, etc. shall also be published only on the above website/portals.</p> <p><i>(Refer Annexure-I to this Section for Important Instruction for participation in the e-Bidding).</i></p> |
| 7. | Bidding Procedure | Single Stage Two Envelope Bidding |
| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | | SECTION-1 Invitation for Bid(IFB) Page 2 of 7 |

| S N | Details | | | |
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| | | (Domestic Competitive Bidding under e-procurement) | | |
| 8. | Brief Scope of Work | <p>1. The brief scope of work essentially consists of following:</p> <p>“Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering” as per Technical Specifications and Scope of work of this RfP.</p> <p><i>(The detailed scope of work is given in the Technical Specification (Part-C of Section-4) of the Bidding Documents).</i></p> | | |
| 9. | Completion Period/Delivery Schedule | Sl. No. | Activity | Completion period/Delivery Schedule |
| | | 1. | Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-4(Part-C) of Bidding Document. | <p>Rates and LoA are valid for one year from the date of issuance of NOA. Prices shall remain fixed & firm during the entire period of the rate contract.</p> <p>Delivery Schedule shall be as per the following:</p> <p>The material shall be allocated by EESL through valid PO’s (Release Orders) indicating the supply location, quantity of LED streetlight and warranty period against each line item. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders. Material shall be offered for PDI accordingly in line with</p> |
| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | | | SECTION-1 Invitation for Bid(IFB) | Page 3 of 7 |

| S N | Details | | |
|--------|------------------------------|---|--|
| | | | <p>the allocations provided. <i>All the allocated quantity shall be dispatched within 30 days of the date of issuance of respective release order(s) / allocation intimation by EESL.</i></p> <p>For Detailed Terms and conditions related to procedure of allocation of work and supply/delivery schedule kindly refer <i>Section-4 Part C (Scope of work & Technical Specifications).</i></p> |
| 10. | Qualifying Requirements (QR) | The detailed Qualifying Requirements (QR) are given at Section-4 Part-B(QR) . | |
| 11. | Bidding Documents | <p>The complete RfP/ Bidding Documents are available at EESL's e-procurement portal www.tenderwizard.com/EESL.</p> <p>The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.</p> | |
| 12. | Pre-bid meeting | <p>Date: <u>07.07.2023</u> Time: <u>1100 Hrs. (IST)</u> Place: Kind Attn.: AGM (Contracts)/ Deputy Manager (Contracts) Energy Efficiency Services Limited, Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Contact No.: +91 11 45801260 Email: amittal@eesl.co.in/mainak.roy@eesl.co.in</p> <p>Further it may be mentioned that Pre-bid meeting will be conducted for this tender as per detail provided in Section-1 IFB and this also be communicated through Portal. However, any query may be forwarded to EESL in the following format within 4 days of floating of inquiry.</p> | |

| S N | Details | | | | |
|---|---------------------------------|---|--------------------------------------|------------------------|---|
| | | Name of Tender | | | |
| | | Tender No. | | | |
| | | Tender ID | | | |
| | | Bid Opening Date | | | |
| | | Bidder's Name | | | |
| | | Contact person from Bidder with address, e-mail and Contact No. | | | |
| | | Sr. No. | Section No. | Description as Per RFP | Queries/ Clarification of the bidder |
| | | | Page No. | | |
| | | | Para No/ Clause No. | | |
| | | 1. | Section No. | | |
| | | | Page No. | | |
| | | | Para No/ Clause No. | | |
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| | | 2. | Section No. | | |
| | | | Page No. | | |
| | | | Para No/ Clause No. | | |
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| | | 3. | Section No. | | |
| | | | Page No. | | |
| | | | Para No/ Clause No. | | |
| | | | | | |
| | | <p>Note: The pre-bid meeting shall be conducted online, for which requisite link is mentioned below.</p> <p>However, those Bidders who wish to attend physically, may do so by reaching the aforementioned address at stipulated date and time.</p> <p>For more details, refer Part A of Section-4 of RfP.</p> | | | |
| 13. | Deadline for submission of bids | Soft Copy Part of the Bids: <u>27.07.2023 up to 1100 Hrs. (IST)</u> Hard Copy Part of the Bids: <u>27.07.2023 up to 1100 Hrs. (IST)</u> | | | |
| 14. | Bid Opening: | <p>Envelope-1 (First Envelope) (Comprising Packet-I and Packet-II): Date: <u>27.07.2023</u> Time: <u>1130 Hrs. (IST)</u></p> <p>Envelope-2 (Second Envelope) (Comprising Price Bid): Schedule shall be intimated after evaluation of First Envelope bids in accordance with ITB.</p> | | | |
| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | | | SECTION-1 Invitation for Bid(IFB) | Page 5 of 7 | |

| S N | Details | |
|--------|-----------------------------|--|
| | | (Bids shall be opened in the presence of the bidders' representatives who choose to attend in person at the address below or may be viewed by the bidders by logging in to the portal). |
| 15. | Bidding Document/Tender fee | Rs. 25,000/- (Non-refundable and non-adjustable) Document/Tender Fee must be submitted either in physical form or paid online (<i>for details refer ITB 1.4, Section-2</i>). |
| 16. | Bid Security/EMD | Bidder have to submit EMD of Rs. 3,88,86,000 (Rupees Three Crores Eighty Eight lakhs Eighty six thousand Only) Bid security / EMD must be submitted either in physical form or paid online (<i>for details refer ITB 2.4, Section-2</i>). |
| 17. | Address for correspondence | (By Post/In Person) AGM (Contracts)/Deputy Manager (Contracts) Energy Efficiency Services Limited, Core-5, 4 th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Contact No.: Email: amittal@eesl.co.in/mainak.roy@eesl.co.in |

Pre bid meeting Link:

https://teams.microsoft.com/join%2F19%3Ameeting_NWUzZTVhYTETZTZiZC00ODk0LTk0OTQNTBmOTNiMTY5NmEx%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25224a993be3-3ce0-49c4-96e9-23324992b1dd%2522%252c%2522Oid%2522%253a%2522f8552825-a885-4cd3-8928-3de07203f6b3%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=3d1fe7bb-875e-4767-89a2-27f5a51604b2&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Note:

- 1.0 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB, Section-2 and the contract shall be executed as per the provisions of the Contract.
- 2.0 In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the Envelope-1 (First Envelope) bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Bidding Document/Tender fee and Bid Security/EMD in line with **Annexure-II**, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be

submitted in the hard copy part shall be sought through clarifications as brought out at **ITB 4.2, Section-2**.

- 3.0 EESL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

---- End of Section-I (IFB) ----

SECTION - 2

INSTRUCTIONS TO BIDDERS (ITB)

Preamble

This section (Section-2) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on e-portal, on line bid opening, evaluation and on contract award. This Section (Section 2) contains provisions that are to be used unchanged unless Section-4 (Part-A (BDS)) (Bid Data Sheet), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section 2 and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section - 2 & Section - 4 (Part-A (BDS)), the provisions of Section - 4 (Part-A (BDS)) shall prevail.

Bidders may note that the Employer has uploaded its "Guidelines, Policy and Procedure for Procurement of Goods, Works and Non-Consulting Services" and various relevant Circulars on EESL's website. Those Bidders who wish to peruse the same may visit <https://eeslindia.org>. However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this "Guidelines, Policy and Procedure for Procurement of Goods, Works and Non-Consulting Services" documents or have any claim on the Employer on the basis of the same. The respective rights of the Employer and Bidders/Contractors/Suppliers shall be governed by the Bidding Documents/RfP Documents/Contracts signed between the Employer and the Contractor/Supplier for the respective tender(s). The provisions of Bidding Documents shall always prevail over that of "Guidelines, Policy and Procedure for Procurement of Goods, Works and Non-Consulting Services" documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - 2 and the Section - 4 (Part-A (BDS)) of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

In case any clause/provision mentioned in the RfP/Bidding Documents is not applicable with respect to scope of work required to be completed by the Contractor/Supplier, such clause/provision shall become redundant.

SECTION-2

INSTRUCTIONS TO BIDDER (ITB) / CONSORTIUM OF BIDDERS

| Topics | Page No. |
|---|----------|
| <u>A. The Bidding Documents</u> | 06 |
| <u>1.1 The bidding documents includes the following</u> | 06 |
| <u>Interpretations</u> | 07 |
| <u>1.2 Clarification on Bidding Documents</u> | 08 |
| <u>1.3 Amendment to bidding documents</u> | 09 |
| <u>1.4 Cost of tender Documents</u> | 09 |
| <u>B. Preparation of Bids</u> | 09 |
| <u>2.1 Procedure for Submission of Bid/RfP.</u> | 09 |
| <u>2.2 Cost of Bid/ RfP</u> | 10 |
| <u>2.3 Language of Bids</u> | 10 |
| <u>2.4 Bid Security/Earnest Money Deposit (EMD)</u> | 11 |
| <u>2.5 Power of Attorney</u> | 12 |
| <u>2.6 Certificate Regarding Acceptance of Important Terms & conditions</u> | 12 |
| <u>2.7 Deviations</u> | 12 |
| <u>2.8 Bid Prices</u> | 12 |
| <u>2.9 Price Basis</u> | 13 |
| <u>2.10 Period of Validity of Bid</u> | 13 |
| <u>2.11 Format and Signing of Bid</u> | 13 |
| <u>2.12 Contents of the Bid/Proposal</u> | 13 |
| <u>2.13 Disclaimer</u> | 14 |
| <u>2.14 Authorized Signatory (Bidder or Consortium of bidders)</u> | 14 |
| <u>2.15 Consortium related conditions</u> | 14 |
| <u>2.16 Contact details of the Bidder or Consortium of bidders</u> | 14 |
| <u>2.17 Taxes, Levies and Duties</u> | 15 |
| <u>C. Submission of Bids</u> | 15 |
| <u>3.1 No heading</u> | 15 |

| | |
|---|----|
| <u>3.2 Deadline for Submission of Bids</u> | 15 |
| <u>3.3 Late Bids:</u> | 15 |
| D Bid Opening & Evaluation | 16 |
| <u>4.1 Bid Opening Process</u> | 16 |
| <u>4.2 Clarification on Bids</u> | 16 |
| <u>4.3 Preliminary Examination of Bids.</u> | 17 |
| <u>4.4 Arithmetical errors rectification process</u> | 17 |
| <u>4.5 Preliminary Evaluation</u> | 17 |
| <u>4.6 Acceptance of Important Condition</u> | 17 |
| <u>4.7 Technical Evaluation</u> | 18 |
| <u>4.8 Commercial Evaluation</u> | 19 |
| <u>4.9 Evaluations of Deviations:</u> | 19 |
| a) <u>Technical and Commercial Deviations</u> | 19 |
| b) <u>Time schedule (program of performance)</u> | 19 |
| c) <u>Functional Guarantees of the facilities</u> | 20 |
| d) <u>Work, services, facilities etc., to be provided by the EESL</u> | 20 |
| <u>4.10 Opening of Second Envelop</u> | 20 |
| <u>4.11 Contacting the Employer</u> | 21 |
| <u>E Award of Contract</u> | 21 |
| <u>5.1 Award criteria.</u> | 21 |
| <u>5.2 EESL's right to accept any bid and to reject any or all bids</u> | 22 |
| <u>5.3 Notification of Award</u> | 22 |
| <u>5.4 Cancellation</u> | 22 |
| <u>5.5 Modifications</u> | 23 |
| <u>5.6 Contract Performance Security</u> | 23 |
| <u>5.7 Corrupt or Fraudulent practices:</u> | 23 |
| <u>5.8 Ineligibility for Future Tenders</u> | 24 |

SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB)

1.1 The bidding documents include the following:

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| Section-1 | Invitation for Bids (IFB) including Annexure-I (provisions regarding registration on e-portal) |
| Section-2 | Instructions to Bidder / Consortium of Bidders |
| Section-3 | General Conditions of Contract |
| Section-4 (Part-A) | Bid Data Sheet (BDS) including Annexure-II (Provisions for MSE Bidders and Start-ups) |
| Section-4 (Part-B) | Qualification Requirement |
| Section-4 (Part-C) | Technical Specification inter alia, Scope of Work, BoQ and other Parameters |
| Section-4 (Part-D) | Special Conditions of Contract |
| Section-5 | Measurements and Verification |
| Section-6 | Forms & Procedure |

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of bid.

1.1.1 Source of Funds:

The Employer named in the BDS intends to use domestic funding for this Project. All eligible payments under the contract for the Tender for which this Invitation for Bids is issued shall be made by the Employer named in the BDS.

1.1.2 Eligible Bidders:

- (i) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Part – B, Section-4] or as a partner in a joint venture, except for alternative offers permitted under the RfP Documents. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services and Facilities that are the subject of the bid; or
- (g) a Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL

throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract.; or

- (h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
- (ii) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
- (iii) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

1.1.3 Interpretations

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement

1.2 Clarification on Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify the EESL in writing or by post or by telex or telefax or email) at the EESL's mailing address indicated in the BDS. The EESL will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than ten (10) days prior to the deadline for submission of bids prescribed by the EESL. Written copies of the EESL's response (including an explanation of the query but not identification of its source) will be sent to all prospective Bidders.

The Bidder is advised to visit and examine the site where the Facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the Facilities. The costs of visiting the site shall be borne by the bidder fully.

EESL will also facilitate the bidder and any of its personnel or agents for getting permission from the authorities, where actual work is to be executed, to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the EESL and also the authorities, where work is to be executed, and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Whenever the bidder is silent about the acceptance of RfP/IFB conditions such as bank guarantee, warranty period, liquidated damages, certification of relation clause no.1.1.2 [Conflict of Interest] etc. it shall be presumed that the bidder has accepted and certified RfP/IFB conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.

The Bidder shall be deemed to have examined the Bidding document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labor involved, local and national wage structures and as to what all works, he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bidding documents.

1.3 Amendment to bidding documents

At any time prior to the deadline for submission of bids, the EESL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendment will be notified only through the e-procurement portal. Further, the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have performed the requisite activity on the e-Portal for the subject tender as per the provisions of the Portal. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s) to the Bidding Documents have been taken into account by the Bidder in its bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the EESL may, at its discretion, extend the deadline for the submission of bids.

1.4 Cost of tender Documents

Interested bidder/consortium of bidders may download the RfP/ Bidding documents from the website/e-portal mentioned in the BDS.

While submitting the bid (in case RfP/Bidding documents are downloaded from EESL website), bidder shall submit Tender Document Cost/fee as per the details mentioned in BDS.

B. Preparation of Bids

2.1 Procedure for Submission of Bid/RfP.

Single Stage Two Envelope Bidding Process:

The Bidder shall submit their bids as Envelope-1 and Envelope-2. Two Envelopes should contain the details of the offer as follows:

Packet-1 of Envelope-I should contain (This envelope appears ONLINE in dynamic form in case of E-tenders)

- i. Tender Document Fee in the form of DD/Pay Order/Banker's Cheque (wherever applicable) or through online as per ITB sub clause 1.4.
- ii. 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 Section-6** (Forms& Procedures).
- iii. Bid Security/Earnest Money Deposit in the form of Banker's Cheque/Demand Draft/Pay order in favor of "Energy Efficiency Services Limited" or in the form of Bank Guarantee as prescribed format as **Attachment-2 of Section-6** (Forms& Procedures). (Only EMD and Bid document fee related document to be submitted by post in sealed envelope super-scribed with RfP/Tender reference in case of e-tender).
- iv. Power of attorney to sign the bid as **Attachment-3 of Section-6** (Forms& Procedures). Bidders to use their own format.
- v. Certificate regarding acceptance of important terms and conditions as per ITB sub-Clause No. 4.6 as **Attachment-4 of Section-6** (Forms& Procedures).
- vi. Deviation statement as per **Attachment-5 of Section-6** (Forms& Procedures).
- vii. Form of acceptance of EESL fraud prevention policy as per **Attachment-6 of Section-6** (Forms& Procedures).
- viii. An undertaking by Holding company (as applicable) as per **Attachment-7 of Section-6** (Forms& Procedures).
- ix. Format for Details regarding RTGS/NEFT Payments as per **Attachment-8 of Section-6** (Forms& Procedures).
- x. Compliance Matrix/ CHECK – LIST FOR BIDDERS as per **Attachment-9 of Section-6** (Forms& Procedures).
- xi. Certification regarding Declaration of Local content as per **Attachment-10 of Section-6** (Forms& Procedures).
- xii. Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) as per **Attachment-11 of Section-6** (Forms& Procedures).
- xiii. Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in qualifying Requirement as per **Attachment-12 of Section-6** (Forms& Procedures).
- xiv. Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules (*Scanned Copy to be uploaded at E-tendering portal*). Bidder shall clearly mention tender reference no. and date of signing the self-declaration as per **Attachment-13 of Section-6** (Forms& Procedures).
- xv. Certificate regarding non-debarment/blacklisting/disqualification as per **Attachment-14 of Section-6** (Forms& Procedures).

Envelope-2 should contain Price Bid, shall comprise of: (In case of E-tender Price bid is to be submitted ONLINE)

- i. Price Bid in the format prescribed in the tender document.

2.2 Cost of Bid/ RfP

The Bidder or Consortium of bidders shall bear all costs associated with the preparation and submission of its Bid/RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by the EESL. EESL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Language of Bids

The proposal prepared by the bidder/consortium of bidders and all correspondence and documents relating to the Bid/RfP exchanged by the bidder/consortium of bidders and EESL, shall be written in English language, provided that

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| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | SECTION -2 Instructions To Bidders (ITB) | Page 7 of 16 |
|---|--|--------------|

any printed literature furnished by the bidder/consortium of bidders may be written in another language so long the same is accompanied by an English translation by authorized Translator in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.4 Bid Security/Earnest Money Deposit (EMD)

Amount of Bid Security: Bid Security/Earnest Money deposit as mentioned in BDS is to be submitted.

The bidder shall furnish, as part of its bid, a bid security in a separate envelope (ITB sub clause 2.1). The bid security shall, at the bidder's option, in the form of a Banker's cheque, Demand Draft in favor of "Energy Efficiency Services Limited" payable at New Delhi or a bank guarantee as per format in Section 6. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period. If there is any extension in bid validity period, then EESL may ask the bidder to extend the validity of bid security.

Any bid not accompanied by an acceptable bid security, shall be rejected by EESL as being non-responsive and returned to the bidder without being opened. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated bidder.

The bid security of the successful bidder will be returned when the bidder has signed the contract agreement, and has furnished the required performance security.

Please note that for Tender Conditions inter alia including exemption of tender fee, Bid Security etc. applicable for MSE and Start-ups, please refer **Annexure-II**:

The bid security may be forfeited if:

- a) If the bidder withdraws its bid during the period of bid validity as specified in the bid / RFP document. (Banning policy as per Annexure-IV of RfP document)
- b) If the bidder does not accept computational/arithmetical error correction made by EESL and as explained in "Financial Evaluation" section of the Bid/ RfP document.
- c) If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by EESL in tender documents and revision of his bid accordingly, in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.
- d) If the Bidder refuses to withdraw, without any cost to the EESL, any deviation not listed in Attachment 5 but found elsewhere in the bid; or
- e) In the case of successful bidder, if the bidder fails within the specified time limit:
 - To sign the contract agreement within 28 days of placement of LoI/Award letter.
 - To furnish the required performance security, in accordance with the tender document.

2.5 Power of Attorney as Attachment 3 of Section-6 in first envelope: A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity in accordance with ITB sub clause 2.10.

2.6 Certificate Regarding Acceptance of Important Terms & conditions – Please refer Part-A of BDS.

2.7 Deviations, if any, from the terms and conditions of bidding documents or technical specifications shall be listed only in Attachment 5 of Section-6 to the bid. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations. However, the attention of the bidders is drawn to the provisions of ITB sub clause 4.6 regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents.

Bidders may further note that except for the deviations listed in Attachment 5, the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and technical specifications without any extra cost to the EESL irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security of the bidder may be forfeited.

At the time of award of contract, if so desired by the EESL, the bidder shall withdraw these deviations listed in Attachment-5 at the cost of withdrawal stated by him in his bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

2.8 Bid prices

Unless otherwise specified in the technical specifications, bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the contractor’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, survey cost, monitoring and verification cost and completion of the facilities including supply of mandatory spares or spares to be supplied during warranty (if any). This includes all requirements under the contractor’s responsibilities for testing, pre -commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specification.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation to the provisions of the bidding documents, such deviations shall be listed in Attachment 5 of Section-6 of its bid. The bidder shall also provide the additional price, if any, for withdrawal of the deviations, pursuant to ITB sub clause 2.7.

Bidders shall give a breakdown of the prices in the manner and detail called for in the price schedules.

2.9 Price Basis

Price quoted in the bid must be firm and shall remain firm during currency of the Contract. Hence prices in Letter of Award shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the bidder even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Notification of Award.

Statutory variation in applicable GST shall only be on account of Employer in case bidder has shown the rates of present taxes in their bid and other prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account. Even in case prices asked in Bid price Schedule are quoted as inclusive of taxes, tax rates shall be shown separately. Bidders shall quote all prices in Indian Rupees only. Employer shall bear no responsibility on account of Taxes and Duties other than GST.

2.10 Period of Validity of Bid

Bids shall remain valid for a period of Six Months from opening of Bids. A bid valid for a shorter period may be rejected by the EESL as being non-responsive. In exceptional circumstances, the EESL may solicit the bidder’s consent to an extension of the bid validity period. The request and response thereto shall be made in writing thro’ letters/ e-mails. If the bidder accepts to prolong the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

2.11 Format and Signing of Bid

The original copy of the bid, consisting of the documents listed in ITB Sub-Clause 2.1 shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as relevant attachment under Section-6 to the bid under ITB sub clause 2.1. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory to the bid.

2.12 Contents of the Bid/proposal

The Bidder or consortium of bidders is expected to examine all instructions, forms, terms & conditions and scope of work in the RfP documents. Failure to furnish all information required or submission of a bid not substantially responsive to the RfP/Bidding Document in every respect will be at the bidder’s risk and may result in the rejection of the bid.

2.13 Disclaimer

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| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | SECTION -2 Instructions To Bidders (ITB) | Page 9 of 16 |
|---|--|--------------|

EESL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of EESL and/or any of its officers, employees.

2.14 Authorized Signatory (Bidder or Consortium of bidders)

The bidder or consortium of bidders as used in the RfP document shall mean the one who has signed the bid document. The bidder or consortium of bidders should be the duly authorized representative of the bidder/consortium of bidders, for which a certificate of authority/power of attorney will be submitted along with the offer. This should clearly define the authority provided to the authorized representative. Complete offer, all certificates and documents (including reply to any clarifications sought and any subsequent correspondences) shall be furnished and signed on all pages by the authorized representative.

The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder or consortium of bidders shall be annexed to the bid as Attachment 3 in Envelope 1. EESL may reject outright any proposal not supported by adequate proof of the signatory's authority.

2.15 Consortium related conditions

The bidder shall have the option to submit the bid/proposal either alone or along with other partner companies. Prerequisites for bidder have been specified in qualifying requirement and other parts of the RfP document. The lead partner shall be the sole point of contact for all purposes of the Contract. The lead partner will have the prime responsibility for the execution of the scope of work. Any information/clarification submitted to the lead partner by EESL will mean that the same has been conveyed to all partners. However, the partner companies should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The bidder or any of the partner companies should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, EESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG. All partners of the consortium/joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms

2.16 Contact details of the Bidder or Consortium of bidders

Bidder or Consortium of bidders who wants to receive EESL's response to queries should give their contact details to EESL. The Bidder or Consortium of bidders should send their contact details in writing at the EESL's contact address.

2.17 Taxes, Levies and Duties

Bidders are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price. EESL's liability shall be only for applicable GST.

Bidder is to arrange on its own to deliver the material at site. No road permit shall be provided by EESL.

C.Submission of Bids

Bids shall be submitted as per clause ITB sub clause 2.1 above and in line with the provisions of Annexure-I to this RfP Documents.

3.1 The Bidder shall upload the soft copy part of the bid as per the provisions of the e-portal (refer ITB sub clause 2.1 above) and submit the hard copy of documentary evidence towards Document fee or documentary evidence in support of exemption of Document fee (as applicable), Bid Security or documentary evidence in support of exemption of Bid Security (as applicable).

The envelope in hard copy shall

- (a) be addressed to the Employer at the address given in this RfP Documents, and
- (b) bear the tender name, the Invitation for Bids title and number indicated in the BDS, and the statement "Do Not Open Before [date]," to be completed with the time and date specified.

All the envelopes shall also indicate the name and address of the Bidder. If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the bid's misplacement or premature opening.

3.2 Deadline for Submission of Bids

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| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | SECTION -2 Instructions To Bidders (ITB) | Page 10 of 16 |
|---|--|---------------|

Bids must be received at the address specified in the BDS but no later than the time and date stated in the BDS. In the event of the specified date for submission of bids being declared a holiday for the EESL, the bids will be received up to the appointed time on the next working day.

The EESL may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB sub clause 1.3, in which case all rights and obligations of EESL and bidders will thereafter be subject to the deadline as extended.

3.3 Late Bids:

The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified in ITB sub clause 3.2.

In case Hard copy part of the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the ITB sub clause 3.2, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Document fee and Bid security in line with Annexure-II, submission of hard copy part after the deadline for submission of the same prescribed by the Employer in the ITB sub clause 3.2, shall not lead to outright rejection of the bid., but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB sub clause 4.2

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB sub clause 2.10. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB sub clause 2.4

(D) Bid Opening and Evaluation.

4.1 Bid Opening Process

The Employer will open the Envelope -1 (First Envelope) i.e., Techno – Commercial Part in public in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the ITB sub clause 3.2. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidder who has submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.

The bidders' names, the presence of bid security, and any such other details as the Employer may consider appropriate, will be get declared through the Portal by the Employer. However, opening of bid, whether or not accompanied with the Tender fee and/or bid security, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in the Section-2 & 3.

The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present.

Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be send to archive unopened

4.2 Clarification on Bids

During bid evaluation, the EESL may, at its discretion, ask the bidder for a clarification of its bid as per the BDS. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. The address for communication will be same as ITB sub clause 1.2.

4.3 Preliminary Examination of Bids.

The Employer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB

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| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | SECTION -2 Instructions To Bidders (ITB) | Page 11 of 16 |
|---|--|---------------|

sub clause 3.2 its bid shall be considered as incomplete bid, which shall be summarily rejected. Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of tender fee and Bid Security, non-submission of Hard copy part shall not lead to outright rejection of the bid.

4.4 Arithmetical errors rectification process

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited in accordance with ITB sub clause 2.4.

The EESL may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the bidder in Attachment 4 to its bid, and that does not prejudice or affect the relative ranking of any bidder as a result of the technical and commercial evaluation, pursuant to ITB sub clauses 4.7 and 4.8.

4.5 Preliminary Evaluation

Prior to the detailed evaluation, the EESL will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the EESL's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

4.6 Acceptance of Important Condition

No deviation, whatsoever, is permitted by the EESL to the provisions relating to the following clauses (Important Conditions). Party is to submit the following as Attachment 4 of Section-6 in Envelope 1:

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| Governing Laws | - | Clause 5 of GCC |
| Settlement of Disputes | - | Clause 6 of GCC |
| Terms of payment | - | Clause 12.0 of GCC |
| Contract Performance Security- | - | Clause 13.3 of GCC |
| Taxes and Duties | - | Clause 14 of GCC |
| Completion Time Guarantee | - | Clause 26 of GCC |
| Defects Liability | - | Clause 27 of GCC |
| Functional Guarantee | - | Clause 28 of GCC |
| Patent Indemnity | - | Clause 29 of GCC |
| Limitations of Liability | - | Clause 30 of GCC |
| Project information, Estimation, conditions for Evaluation | - | As per Tables in price bid Assumptions and |

Bidders are required to furnish a certificate as per Attachment 4, indicating their compliance to the provisions of the above clauses.

At the time of award of contract, if so desired by the EESL the bidder shall withdraw the deviations listed in attachment 5 at the cost of withdrawal stated by him, in his bid. In case the bidder does not withdraw the deviations proposed by him

in Attachment 5 to his bid, if any; at the cost of withdrawal stated in his bid, his bid will be rejected and security will be forfeited.

The EESL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the EESL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

4.7 Technical Evaluation

The EESL will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the EESL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- a) Overall completeness and compliance with the technical specifications and drawings; deviations from the technical specifications as identified in Attachment 5 to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- b) Achievement of specified performance criteria by the facilities as per scope of work
- c) Type, quantity and long-term availability warranty spare parts and also mandatory and recommended spare parts and maintenance services
- d) Any other relevant factors, if any, listed in the tender document, or that the EESL deems necessary or prudent to take into consideration.

4.8 Commercial Evaluation

The EESL's evaluation of a bid will take into account, in addition to the bid prices indicated in price schedules in section 4 along with the corrections pursuant to ITB sub clause 4.3, the following costs and factors that will be added to each bidder's bid price in the evaluation using pricing information available to the EESL, in the manner and to the extent indicated in ITB sub clause 4.9 and in the technical specifications:

- a) The cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the technical specifications as identified in Attachment 5 to the Bid.
- b) Compliance with the time schedule called for and evidenced as needed in a milestone schedule provided in the bid.
- c) The functional guarantees of the facilities offered as per scope of work.
- d) The extra cost of work, services, facilities etc., required to be provided by the EESL of third parties.

4.9 Evaluations of Deviations:

Pursuant to ITB Sub-Clause 4.8, the following evaluation methods will be followed:

a) Technical and Commercial Deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 5 to the bid will be used if necessary. If such a price is not given in Attachment-5, the EESL will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

b) Time schedule (program of performance)

The plant and equipment covered by this bidding are required to be transported/ shipped and installed, and the facilities are to be completed within the period as mentioned below.

Completion of all facilities/work: As per year/months indicated in SCC.

The above date will be the effective date specified in the contract agreement. Bidders are required to base their prices on the time schedule or, where no time schedule is given, on the completion date(s) given above. No credit will be given for earlier completion.

The master network and the key milestone dates will be discussed with the successful bidder and agreed upon in pre-award discussion before issuance of Letter of Award. Engineering drawing and data submission schedule shall also be discussed and finalized before the issuance of Letter of Award.

After the Letter of Award, the contractor shall plan the sequence of work manufacture, supply, installation to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required sequence.

c) Functional Guarantees of the facilities (if Applicable)

Bidders shall state the functional guarantees (e.g., performance, efficiency, consumption) of the proposed facilities in response to the technical specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantees is specified in the technical specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

d) Work, services, facilities etc., to be provided by the EESL

Where bids include the undertaking of work or the provision of services or facilities by the EESL in excess of the provisions allowed for in the bidding documents, the EESL shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

4.10 Opening of Second Envelope

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. Such Bidders shall be intimated through portal only about the date and time for opening of Price Part i.e., Envelope-2 (Second Envelope) of the Bids by the Employer. A negative determination of the bids shall be notified by the Employer to such Bidders through portal only and the Second Envelope submitted by them shall be sent to archive unopened and the bid security shall be returned.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected

- (a) The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in online Price Schedule (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated herein and in the Technical Specifications:
- (b) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Envelope, and other deviations and omissions not so identified;
- (c) any other relevant factors listed in this RfP Documents.

Pursuant to aforesaid, the evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations whether material or minor identified in the evaluation of First Envelope, the cost of withdrawal indicated by the bidder in Attachment-5 of the First Envelope will be used. If such a price is not given except for material deviation, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids. In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non-responsive and shall not be considered further

4.11 Contacting the Employer

Subject to GCC Clause 20, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

5. Award of Contract

5.1 Award criteria

Subject to ITB Clause 5.5, the EESL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated technically acceptable bid or bid offering highest return to EESL as the case may be as per RfP/Bidding documents, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily

Except for the deviations listed in Attachment-5, the bidder would be required to comply with all the requirements of bidding documents without any extra cost to EESL failing which his bid security will be forfeited. Further, the EESL may

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| NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009 | SECTION -2 Instructions To Bidders (ITB) | Page 14 of 16 |
|---|--|---------------|

request the bidder to withdraw any or all of the deviations listed in Attachment – 5 to the winning bid, at the price shown for the deviation in Attachment 5 to the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

The mode of contracting with the Successful Bidder will be as per stipulation briefly indicated below:

Single Contract shall be placed for following Price Components:

- a) For supply of plant and equipment;
- b) For providing all services i.e., inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including civil. Structural steel work & allied work, if applicable) insurance covers other than inland transit insurance, erection, testing & commissioning in respect of all the Goods supplied under the 'First Contract' and all other
- c) Any other Services as specified in the Contract Documents.

5.2 EESL's right to accept any bid and to reject any or all bids

The EESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby assigning any reason thereof and incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the EESL's action.

5.3 Notification of Award

Prior to the expiration of the period of bid validity, the EESL will notify the successful bidder in writing by issuing Notification of Award (NOA) either through telefax/ scanned e-mail or through registered/speed post/couriered letter, that its bid /offer has been accepted. The Notification of Award (NOA) will constitute the formation of the contract.

The bidder shall return duplicate copy of the NOA/contract and the other enclosed documents duly signed as a token of acknowledgement, within 07 days from the date of receipt of this order. Bidder is to make two original copies of Contract Agreement as per the format attached in the RfP Documents.

Upon the successful bidder's furnishing of the performance security pursuant to ITB Clause 5.6, the EESL will promptly notify each unsuccessful bidder and will discharge its bid security.

5.4 Cancellation

EESL reserves the rights to cancel the order in the part or in full by giving one-week advance notice thereby if-

- The bidder fails to comply with any of the terms of the order.
- The bidder becomes bankrupt or goes in to liquidation.
- The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.

5.5 Modifications

This order constitutes an entire agreement between the parties hereto. Any modifications to this Order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

5.5.1 Signing the Contract Agreement

At the same time as the EESL notifies the successful Bidder that its bid has been accepted, the EESL will send the bidder the contract agreement provided in the bidding documents, incorporating all agreements between the parties.

5.6 Contract Performance Security

Within twenty-eight (28) days after receipt of the Notification of Award, the successful bidder shall furnish the performance security for ten percent (10%) of the contract price or as specified in RfP/Bidding Documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to the EESL.

In case Joint Deed(s) of Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/collaborator(s) for amount(s) specified in Bid

Failure of the successful Bidder to comply with the requirements of ITB Clause 5.4 and/ or Clause 5.6 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the EESL may make the award to the next lowest evaluated bidder or call for new bids.

5.7 Corrupt or Fraudulent practices:

The EESL requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the EESL defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EESL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EESL of the benefits of free and open competition;
- (iii) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the EESL (as per Annexure-IV of RfP Document)

5.8 Ineligibility for Future Tenders

Notwithstanding the provisions specified in ITB sub clause 2.4 and ITB sub clause 5.4 and 5.5, if a bidder after having been issued a Notification of Award, either does not sign the Contract Agreement pursuant to ITB sub clause 5.5 and/or does not submit an acceptable Contract Performance Security pursuant to ITB sub clause 5.6, such bidder may be considered ineligible for participating in future tenders of EESL for a period as may be decided by the EESL.

Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison.

----- End of Section-2 (ITB) ---

SECTION-3

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

Preamble

This Section (Section -3) of the Bidding Documents [named as General Conditions of Contract (GCC)] provides all the rights and obligations of the parties under the Contract. This Section contains provisions that are to be used unchanged unless Section - 4 (Part-D (SCC)) [named as Special Conditions of Contract (SCC)] states otherwise as any changes in GCC or any complementary information that may be needed has been shown in SCC. If there is a conflict between the provisions of Section - 3 & Section - 4 (Part-D (SCC)), the provisions of Section - 4 (Part-D (SCC)) shall prevail.

In case any clause/provision mentioned in the RfP/Bidding Documents is not applicable with respect to scope of work required to be completed by the Contractor/Supplier, such clause/provision shall become redundant.

| GENERAL CONDITIONS OF CONTRACT | |
|--------------------------------|---|
| | DESCRIPTION |
| Sl. No. | Index |
| 1. | Definitions & Terminology |
| 2. | Contract Documents and Order of the precedence of the Documents |
| 3. | Supplier's and Employer's Responsibilities |
| 4. | Language |
| 5. | Singular and Plural |
| 6. | Headings |
| 7. | Incoterms |
| 8. | Construction Of Contract |
| 9. | Amendment |
| 10. | Severability |
| 11. | Non-Waiver |
| 12. | Notices |
| 13. | Governing Laws |
| 14. | Settlement of Disputes |
| 15. | Scope |
| 16. | Price Basis |
| 17. | Insurance |
| 18. | Freight |
| 19. | Delivery schedule |
| 20. | Contract price |
| 21. | Payment terms |
| 22. | Procedure of payment |
| 23. | Tax deduction at source |
| 24. | Contract performance Guarantee (CPG) / Performance Security (CPS) |
| 25. | Taxes & duties |
| 26. | Entry tax |
| 27. | Road permit |
| 28. | Authorized representative |
| 29. | Packing |
| 30. | Defect Liability/Warranty |
| 31. | Patents |
| 32. | Indemnification |
| 33. | Inspection and tests |
| 34. | Removal of rejected goods and replacement |
| 35. | Transfer of Ownership |
| 36. | Disposal and Surplus Material |
| 37. | Liquidated damages |
| 38. | Changes/ Amendment/ modification of contract |
| 39. | Payment at reduced rates |
| 40. | Change in laws and regulations |
| 41. | No breach of contract |
| 42. | Obligations of the Supplier |
| 43. | Force majeure |
| 44. | Termination |
| 45. | Risk purchase |
| 46. | Limitation of Liability |
| 47. | Subcontracting |
| 48. | Intellectual Property |
| 49. | Fraud Prevention Policy |
| 50. | No Claim for interest or damage |
| 51. | Extension of Time for Completion |
| 52. | Bankruptcy |

The Special Conditions of Contracts (SCC) will supersede any related conditions anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.

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| 1.0 | Definitions and Terminology | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: |
| | <p>“Contract” means the Contract Agreement entered into between the EESL and the Contractor/Successful Bidder/Supplier, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly</p> <p>“Contract Documents” means the documents listed in Article. 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).</p> <p>“GCC” means the General Conditions of Contract hereof.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“Day” means calendar day of the Gregorian calendar.</p> <p>“Month” means calendar month of the Gregorian calendar.</p> <p>“Employer” means EESL, New Delhi and includes the legal successors or permitted assigns of the EESL.</p> <p>“Project Manager/Engineer-in-Charge” means the person appointed by the EESL in the manner provided in the Contract Agreement to perform the duties delegated by the EESL.</p> <p>“Contractor or Supplier or successful bidder” means the person(s) whose bid to perform the Contract has been accepted by the EESL and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the Supplier.</p> <p>“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Employer under the Contract</p> <p>“Facilities”, wherever applicable, means the permanent plant to be established by the Employer wherein the Goods to be supplied under the Contract are to be incorporated</p> <p>“Sub-Contractor or Sub Supplier,” including vendors, means any person to whom Supply of any Products, Plant and Equipment, is sub-contracted directly by the Contractor or Supplier, and includes its legal successors or permitted assigns.</p> <p>“Site”, wherever applicable, means the land and other places where</p> | |

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| | <p>the Facilities are to be supplied, and such other land or places as may be specified in the Contract as forming part of the Site or site of EESL's client.</p> <p>"Effective Date" means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.</p> <p>"Delivery" means the transfer of the Goods from the Supplier to the Employer in accordance with the terms and conditions set forth in the Contract.</p> <p>"Completion" means the completion of Delivery of Goods and fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>"Applicable Law" - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.</p> <p>"Government" means the Government of the Employer's country i.e. INDIA.</p> <p>"Local Currency" means the currency of the Government of India.</p> <p>"Party" means the Employer or the Bidder, as the case may be, and "Parties" means both of them.</p> <p>"Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.</p> <p>"Services/Related Services" means the work to be performed by the Supplier pursuant to this Contract, as described in the detailed Scope of Work. The said Services/Related Services may include services incidental to the supply of the Goods, such as insurance, installation, training, supervision of installation and initial maintenance and other such obligation of the Supplier under the Contract;</p> <p>Law Governing the Contract: The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p>Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of</p> |
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| | | <p>Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / EESL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p> <p>Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p> |
| 2.0 | Contract Documents | <p>2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>2.2 The Contract agreement will be signed in two originals and the Supplier shall be provided with one signed original and the rest will be retained by the EESL.</p> <p>2.3 The Supplier shall provide free of cost to the EESL all the engineering data, drawing and descriptive materials submitted with the bid if required, in at least five (5) copies to form a part of the Contract immediately after Notification of Award/ letter of Award.</p> <p>2.4 The order of precedence of documents shall be as per Article 1.2 (Order of Precedence of the Contract Agreement)</p> |
| 3.0 | Supplier's and Employer's Responsibilities | <p>3.1 Supplier's Responsibility</p> <p>3.1.1 The Supplier shall design, manufacture, testing (including associated purchases and/or subcontracting) and supply the Goods with due care and diligence in accordance with the Contract.</p> <p>3.1.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Goods provided by the Employer, and on the basis of information that the Supplier could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Goods as of the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.</p> <p>3.1.3 The Supplier shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation,</p> |

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| | | <p>visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 3.1.1 hereof and that are necessary for the performance of the Contract.</p> <p>3.1.4 The Supplier shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Supplier. The Supplier shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel.</p> <p>3.1.5 All the Goods and Related Services to be supplied under the Contract shall have their origin from eligible source.</p> <p>3.1.6 The Supplier shall permit the Employer to inspect the Supplier's accounts and records relating to the performance of the Supplier.</p> <p>3.2 Employer's Responsibilities</p> <p>3.2.1 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract (they include those required for the performance by both the Supplier and the Employer of their respective obligations under the Contract).</p> <p>3.2.2 If requested by the Supplier, the Employer shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.</p> <p>3.2.3 All costs and expenses involved in the performance of the obligations under this GCC Clause 3.2 shall be the responsibility of the Employer</p> |
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| 4.0 | Language | <p>4.1 Unless the Supplier is a national of the EESL's country and the EESL and the Supplier agree to use the local language, all Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.</p> <p>4.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 4.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.</p> |
| 5.0 | Singular and Plural | The singular shall include the plural and the plural the singular, except where the context otherwise requires. |
| 6.0 | Headings | The headings and marginal notes in the General Purchase Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation. |
| 7.0 | Incoterms | Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France. |
| 8.0 | Construction Of Contract | <p>8.1 The mode of contracting with the Successful Bidder will be as per stipulation briefly indicated below:</p> <p>Single Contract shall be placed for following Price Components:</p> <ul style="list-style-type: none"> a) For supply of Goods. b) For providing all Related Services i.e. inland transportation for delivery at site, inland transit insurance, loading, unloading, storage, handling at site, insurance covers other than inland transit insurance, erection, testing & commissioning, in respect of all the Goods supplied c) Any other Services as specified in the Contract Documents. <p>8.2 Set -Off Clause:</p> <p>Contractor irrevocably and unequivocally agrees that breach in this Contract shall constitute (deemed to be) a breach in other contracts entered by the Contractor with EESL (regardless of the scope of work) which will confer a right on EESL, among other rights available under the Contract or at law to terminate the other contracts at the risk and the cost of the contractor /Supplier for the Project, for which awards have been made. For the avoidance of doubt, default in this Contract by the Contractor shall be a deemed default in other contract (awarded under separate RFPs) and EESL reserve the right to effectuate or avail</p> |

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| | | all the remedies available under that contract. |
| 9.0 | Amendment | No amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Supplier. |
| 10.0 | Severability | If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| 11.0 | Non-Waiver | <p>11.1 Subject to GCC Sub-Clause 11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>11.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> |
| 12.0 | Notices | <p>12.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, e-mail, airmail post, special courier, cable, telegraph, telex, facsimile, or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure.</p> <p>12.2 Any notice sent by cable, telegraph, facsimile or shall be confirmed within two (2) days after dispatch by notice sent by airmail/ post or special courier, except as otherwise specified in the Contract.</p> <p>12.3 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p>12.4 Any notice delivered personally or sent by telegraph; facsimile shall be deemed to have been delivered on date of its dispatch.</p> <p>12.5 Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days'</p> |

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| | | <p>notice to the other party in writing.</p> <p>12.6 Notices shall be deemed to include any approvals, consents, instruction orders and certificates to be given under the Contract.</p> |
| 13.0 | Governing Laws | <p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.</p> |
| 14.0 | Settlement of Disputes | |
| 14.1 | <p>Mutual Consultation</p> <p>If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.</p> | |
| 14.2 | Arbitration | |
| 14.2.1 | <p>In case the Contractor is a Public Sector Enterprise or a Government Department</p> <p>In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p> <p>In case the Contractor is not a Public Sector Enterprise or a Government Department</p> <p>Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the Arbitration, of single</p> | |

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| | <p>arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any and all amendment thereunder. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India. Notwithstanding any reference to the Arbitration herein,</p> <p>Parties shall continue to perform their respective obligations under the Contract, except for the matter under dispute pursuant to Arbitration proceedings.</p> | |
| 15.0 | Scope | <p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SCC.</p> <p>b. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p>c. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p> |
| 16.0 | Price Basis | As detailed in SCC. |
| 17.0 | Insurance | The Supplier must insure the Goods in an amount equal to 100% (one hundred percent) of the Ex-Works price of the Goods till Goods are delivered at final specified location (Warehouse/Site, as applicable) in line with the provision of the Contract. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, loading, unloading, storage and delivery. The said insurance must also include War Risks and Strikes |
| 18.0 | Freight/ Transportation | <p>18.1 The Supplier shall at its own risk and expense transport all the Goods and the Supplier's Equipment (if required) to the Site by the mode of transport that the Supplier judges most suitable under all the circumstances.</p> <p>Packing Material</p> <p>The Contractor shall ensure that all the Goods/Plant & Equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site, handling and storage at site till the time of its installation.</p> |

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| | | <p>18.2 Unless otherwise provided in the Contract, the Supplier shall be entitled to select any safe mode of transport operated by any person to carry the Goods/Plant and Equipment and the Supplier's Equipment.</p> <p>18.3 Upon dispatch of each shipment of the Goods/Plant and Equipment and the Supplier's Equipment, the Supplier shall notify the EESL by e-mail, telex, cable, facsimile or Electronic Data Interchange (EDI) of the description of the Goods/Plant and Equipment and of the Supplier's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Supplier shall furnish the EESL with relevant shipping documents to be agreed upon between the parties.</p> <p>18.4 The Supplier shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Supplier's Equipment to the Site. The EESL shall use its best endeavors in a timely and expeditious manner to assist the Supplier in obtaining such approvals, if requested by the Supplier. The Supplier shall indemnify and hold harmless the EESL from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Supplier's Equipment to the Site.</p> <p>18.5 Customs Clearance</p> <p>The Supplier shall, at its own expense, handle all imported Goods/Plant and Equipment and Supplier's Equipment at the point(s) of import and shall handle any formalities for customs clearance, provided that if applicable laws or regulations require any application or act to be made by or in the name of the EESL, the EESL shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to fault of the EESL, the Supplier shall be entitled to an extension in the Time for Completion.</p> |
| 19.0 | Delivery schedule/ Period | <p>The Delivery Schedule/Period shall commence from date of the Notification of Award unless stated otherwise in the SCC.</p> <p>The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as per Appendix 4 (Time Schedule) to the Contract Agreement or / and as mentioned in SCC.</p> |
| 20.0 | Contract price | <p>20.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.</p> <p>20.2 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.</p> <p>20.3 The Supplier shall be deemed to have satisfied itself as to the</p> |

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| | | hereof, correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract |
| 21.0 | Payment terms | <p>21.1 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.</p> <p>21.2 No payment made by the EESL herein shall be deemed to constitute acceptance by the EESL of the Facilities or Goods or any part(s) thereof.</p> <p>21.3 The currency or currencies in which payments are made to the Supplier 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.</p> <p>21.4 Payment shall be released on submission of invoice along with supporting documents as sought in the Notification of Award / Purchase Order, on certification by Engineer-in-Charge of EESL</p> |
| 22.0 | Procedure of payment | Payment shall be released on submission of invoice along with supporting documents as sought in the Contract Agreement, on certification by Stores/ Engineer-In-Charge of EESL. |
| 23.0 | Tax deduction at source | Tax deduction at source shall be governed as per prevailing rules. |
| 24.0 | Contract Performance Guarantee (CPG) / Contract Performance Security (CPS) | <p>24.1 The Supplier shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for ten percent (10%) of the Contract Price of all the Contracts, with an initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the Package/Lot/Tender. However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay. Further, EESL reserves the right to terminate the Contract at the risk and cost, as applicable, of the Contractor in case Contractor has not submitted the Contract Performance Guarantee within the stipulated timelines. This right of termination shall be without prejudice to EESL's rights and remedies available in Contract or at law</p> |

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| | | <p>24.2 The performance security shall be denominated in the currency or currencies of the Contract, acceptable to the EESL, and shall be in the form of unconditional bank guarantee provided in Section-6 (Forms and Procedures)-Form of Performance Security of the bidding documents.</p> <p>24.3 The security shall be returned to the Supplier immediately after its expiration, provided, however, that if the Supplier, is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount agreed upon or as specified in the SCC.</p> <p>24.4 Any delay in submission of CPG shall be deemed as accruing of financial benefit to the Supplier(s) and EESL may take necessary interest recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the Supplier(s) for the period of delay. However, this provision does not bind EESL in any way from proceeding against the bidder(s) (including forfeiture of EMD, cancellation of the Award, etc.) for non-compliance towards non-submission of the CPG.</p> |
| 25.0 | Taxes and duties | <p>i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.</p> <p>ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.</p> <p>iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.</p> <p>iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.</p> <p>v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.</p> <p>vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.</p> <p>vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such</p> |

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| | | <p>dealers under the Order/Contract.</p> <p>viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.</p> <p>ix. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.</p> <p>x. For items not covered under GST, the Bidder is required to quote Excise Duty / VAT / CST as applicable in the Price Schedule while giving the breakup of prices.</p> <p>xi. Notwithstanding anything to contrary contained in the Purchase Order / Contract, the Supplier's right to payment under the Order / Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.</p> <p>xii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order / Contract are liable to GST deduction at source.</p> <p>xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both EESL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order / Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.</p> <p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.</p> <p>xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on EESL due to such default.</p> <p>xvi. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till</p> |
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| | | <p>such time if applicable.</p> <p>xvii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p> <p>xix. If any rates of tax are increased or decreased, 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 Order / Contract, which was or will be assessed on the Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change.</p> <p>xx. The payment / reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Employer and the Bidder.</p> |
| 26.0 | Entry tax | Subsumed in GST. |
| 27.0 | Road permit | Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law. |
| 28.0 | Authorized representative | <p>28.1 Project Manager / Engineer - in - Charge (EESL)</p> <p>If the Project Manager/Engineer-in-charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the EESL shall appoint and notify the Supplier in writing of the name of the Project Manager. The EESL may from time to time appoints some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Supplier without delay. The EESL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Supplies/Facilities. The Project Manager shall represent and act for the EESL at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.</p> <p>All notices, instructions, information and other communications given by the Supplier to the EESL under the Contract shall be given to the Project Manager, except as herein otherwise provided.</p> |

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| | | <p>28.2 Supplier's representative</p> <p>28.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the EESL in writing to approve the person so appointed. If the EESL makes no objection to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the EESL objects to the appointment within fourteen (14) days giving the reason therefore, then the Supplier shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 28.2.1 shall apply thereto.</p> <p>28.2.2 The Supplier's Representative shall represent and act for the Supplier at all times during the currency of the Contract and shall give to the Project Manager all the Supplier's notices, instructions, information and all other communications under the Contract.</p> <p>All notices, instructions, information and all other communications given by the EESL or the Project Manager to the Supplier under the Contract shall be given to the Supplier's Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>The Supplier shall not revoke the appointment of the Supplier's Representative without the EESL's prior written consent, which shall not be unreasonably withheld. If the EESL consents thereto, the Supplier shall appoint some other person as the Supplier's Representative, pursuant to the procedure set out in GCC Sub-Clause 28.2.1</p> <p>28.2.3 The Supplier's Representative may, subject to the approval of the EESL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the EESL and the Project Manager.</p> <p>Any act or exercise by any person of powers, functions and</p> |
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| | | <p>authorities so delegated to him or her in accordance with this GCC Sub-Clause 28.2.3 shall be deemed to be an act or exercise by the Supplier's Representative.</p> <p>28.2.3.1 Notwithstanding anything stated in GCC Sub-clause 28.1 and 28.2.1 above, for the purpose of execution of contract, the EESL and the Supplier shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.</p> <p>28.2.4 The EESL may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the EESL, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the contract regulations provided under The EESL shall provide evidence of the same, whereupon the Supplier shall remove such person from the Project.</p> <p>28.2.5 If any representative or person employed by the Supplier is removed in accordance with GCC Sub-Clause 28.2.4, the Contractor shall, where required, promptly appoint a replacement.</p> |
| 29.0 | Packing | <p>29.1 The Contractor shall ensure that all the Goods / Equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site. The ownership of all such packing material (except empty shipper's containers on which the customs duty has been paid by the Contractor) shall be with Supplier and stand transferred to the Employer upon delivery of the Supplies/Equipment and endorsement of delivery /dispatch documents shall be done in favor of the Employer once the supplies are made.</p> <p>29.2 The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>29.3 All packages should be marked with Notification of Award/ Purchase order/ Service order no. and date. Each package must contain packing slip and literature, if any.</p> <p>29.4. Unless otherwise provided in the Contract, the Supplier shall be entitled to select any safe mode of transport operated by any person to carry the Goods and the Supplier's Equipment.</p> |

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| | | <p>29.5 The Supplier shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Goods/Equipment and the Supplier's Equipment to the Site. The EESL shall use its best endeavors in a timely and expeditious manner to assist the Supplier in obtaining such approvals, if requested by the Supplier. The Supplier shall indemnify and hold harmless the EESL from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Equipment and the Supplier's Equipment to the Site.</p> |
| 30.0 | Warranty/ Defect Liability | <p>The provision of Warranty/ Defect Liability shall be as per SCC / Technical Specification.</p> <p>Our general terms are:</p> <p>a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under use in the normal conditions.</p> <p>b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / SCC.</p> <p>c) If having been notified, the Supplier fails to remedy the defect, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Employer may have against the Supplier under the Contract.</p> <p>d) The Guarantee/ Warranty Terms and Conditions shall be applicable to the material supplied against the Contract. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee/ Warranty terms and condition shall be binding on the supplier.</p> |
| 31.0 | Patents | <p>The Supplier shall, subject to the EESL's compliance with GCC Sub-Clause 32.2, indemnify and hold harmless the EESL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the EESL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale of the products produced by the Goods in any country.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use</p> |

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| | | of the supplies or any part thereof, or any products produced thereby in association or combination with any other equipment, or materials not supplied by the Supplier, pursuant to the Contract Agreement |
| 32.0 | Indemnification | <p>32.1 General Indemnity:</p> <p>Contractor agrees to indemnify and keep indemnified, defend and hold harmless EESL and its officers, directors, employees, representatives and agents from and against any and all losses, liabilities, claims, damages, obligations, litigations, suits, actions, judgements, costs, expenses and / or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered or claimed against EESL, (including, without limitation, reasonable attorneys' fees), awarded by court of law or other competent governmental authority or arbitral tribunal or tribunal of competent jurisdiction arising before, during or after completion of services or deliverable (scope of work), which result from, arise in connection with or are related in any way of actions or claims initiated or preferred by third parties or statutory / regulatory authorities, arising out of or in connection with and not limited to:</p> <ul style="list-style-type: none"> (i) The Contractor's breach of the representations and warranties specified in this Contract; or (ii) Acts or omissions of, negligence, or misconduct by the Contractor; or (iii) The fault or negligence of the Contractor, its officers, employees, agents, subcontractors and/or representations resulting in loss or damage or injury to property or assets or injury to persons or death; or (iv) Use of server, machine, equipment or other hardware or Materials or Program and other hardware and software systems, provided by the Contractor directly and/or indirectly and includes non-compatibility of software or hardware in any manner; or (v) Defective supplies or servers or other machine parts or materials or program not replaced as contemplated in this Contract; <p>32.2 If any proceedings are brought or any claim is made against the EESL arising out of the matters referred to in GCC Sub-Clause 31 or 32.1 the EESL shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the EESL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> |

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| | | <p>If the Supplier fails to notify the EESL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the EESL shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the EESL within the twenty-eight (28) day period, the EESL shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The EESL shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> |
| 33.0 | Inspection and tests | <p>All materials shall be inspected as per provisions of SCC / Technical Specification. The Supplier shall execute the Supply of Goods/Services in compliance with the provisions of the Contract.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of EESL for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with dispatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p> |
| 34.0 | Removal of rejected goods and replacement | <p>a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Employer or his duly authorized representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.</p> |

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| 35.0 | Transfer of Ownership | <p>35.1 Ownership of the Goods procured in the country where the Site is located shall be transferred to the EESL when the Goods are reached at site.</p> <p>35.2 Ownership of the Supplier's Equipment used by the Supplier and its Sub Suppliers in connection with the Contract shall remain with the Supplier or its Sub Suppliers.</p> <p>35.3 Ownership of any Goods in excess of the requirements shall revert to the Supplier upon Completion of the Facilities or at such earlier time when the EESL and the Supplier agree that the Goods/Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Goods specifically stipulated in the Contract shall be the property of the EESL whether or not incorporated in the Facilities.</p> |
| 36.0 | Disposal and Surplus Material | <p>Ownership of any Goods/Supplies/ Equipment in excess of the requirements as per Contract (i.e., surplus material) shall revert to the Contractor when the Employer and the Supplier / Contractor agree that the excess quantities in question are no longer required at site, provided quantity of any Goods/ Equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities. The Contractor shall remove from the site such surplus material brought by him or delivered in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, Excise etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/ duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Supplier's /Contractor.</p> <p>The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal / disposal of surplus material. The Indemnity Bond shall be furnished by contractor. Further, in case the law(s) require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.</p> |
| 37.0 | Liquidated Damages | <p>The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded. For the</p> |

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| | | avoidance of doubt, EESL and Supplier unequivocally agreed that Liquidated Damages herein are the genuine pre-estimate of loss, that EESL will suffer in case of Supplier's default or non-conformity. Further, EESL's right to levy Liquidated Damages is without prejudice other right and remedies available to EESL, including right to terminate the Agreement, at risk and cost of the Supplier. |
| 38.0 | Changes/Amendment/modification of contract | <p>38.1.1 The EESL shall have the right to propose, and subsequently require, that the Project Manager order the Supplier from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Supplies/Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.</p> <p>38.1.2 The Supplier may from time to time during its performance of the Contract propose to the EESL (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The EESL may at its discretion approve or reject any Change proposed by the Supplier.</p> <p>38.1.3 Notwithstanding GCC Sub-Clauses 38.1.1 and 38.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.</p> <p>38.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 38.2 and 38.3.</p> <p>38.2 Changes Originating from EESL</p> <p>38.2.1 If the EESL proposes a Change pursuant to GCC Sub-Clause 38.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:</p> <ul style="list-style-type: none"> a) brief description of the Change b) effect on the Time for Completion c) estimated cost of the Change d) effect on Functional Guarantees (if any) e) effect on any other provisions of the Contract. <p>38.2.2 The pricing of any Change shall, as far as practicable, be</p> |

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| | | <p>calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.</p> <p>38.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 38 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the EESL accepts the Supplier's objection, the EESL and the Supplier shall agree on specific rates for valuation of the change.</p> <p>38.2.4 Upon receipt of the Change Proposal, the EESL and the Supplier shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit of 15% set forth in Clause 38.2.3 has been exceeded. Within fourteen (14) days after such agreement, the EESL shall, if it intends to proceed with the Change, issue the Supplier with a Change Order.</p> <p>If the EESL is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision.</p> <p>If the EESL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly.</p> <p>38.2.5 If the EESL and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the EESL may nevertheless instruct the Supplier to proceed with the Change by issue of a "Pending Agreement Change Order."</p> <p>Upon receipt of a Pending Agreement Change Order, the Supplier shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.</p> |
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| | | <p>38.3 Changes Originating from Supplier</p> <p>38.3.1 If the Supplier proposes a Change pursuant to GCC Sub-Clause 38.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 38.2.1.</p> <p>Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 38.2.4 and 38.2.5</p> |
| 39.0 | Payment at reduced rates | If the goods supplied are not according to specifications stipulated in the order, EESL may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by EESL. |
| 40.0 | Change in laws and regulations | If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Delivery Schedule, the Contract Price shall be correspondingly increased or decreased, and/or the Delivery Schedule shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the EESL and the Supplier/ Assignee of Foreign Supplier (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Supplier/Assignee of Foreign Supplier and shall also not be applicable on bought out items dispatched directly from sub-vendor works to site. Further, no adjustment of the Contract Price and/or payment or reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of Deemed Export benefits. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix 2 to the Contract Agreement. |

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| 41.0 | No breach of contract | <p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p> |
| 42.0 | Obligations of the Supplier | <p>The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-bidder or third parties.</p> |
| 43.0 | Force majeure | <p>(a) "Force Majeure" shall mean any event beyond the reasonable control of the Employer or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.</p> <p>Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order</p> <p>(i) terrorist acts,</p> <p>(ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,</p> <p>(iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.</p> <p>(b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p> <p>(c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force</p> |

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| | | <p>Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.</p> <p>(d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the contract under clause (f) here under.</p> <p>(e) No Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> i. constitutes a default or breach of the Contract ii. give rise to any claim for damages or additional cost or expense occasioned thereby <p>If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>(f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 14.0 (Settlement of Disputes)</p> <p>Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Employer to make payments to the Supplier herein.</p> |
| 44.0 | Termination | <p>44.1 Termination for EESL's Convenience</p> <p>44.1.1 The EESL may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Sub-Clause 44.1.</p> <p>44.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 44.1.1, the Supplier shall either immediately or upon the date specified in the notice of termination</p> <ul style="list-style-type: none"> (a) cease all further work, except for such work as the EESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed (b) terminate all subcontracts, except those to be assigned to the EESL pursuant to paragraph (d)(ii) below |

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| | | <p>(c) remove (at Supplier's cost) all Supplier's Equipment from the Site, repatriate the Supplier's and its Supplier's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.</p> <p>(d) In addition, the Supplier, subject to the payment specified in GCC Sub-Clause 44.1.3, shall</p> <p>(i) Deliver to the EESL the manufactured Goods up to the date of termination</p> <p>(ii) to the extent legally possible, assign to the EESL all right, title and benefit of the Supplier to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the EESL, in any subcontracts concluded between the Supplier and its Sub Supplier</p> <p>(iii) deliver to the EESL all non-proprietary drawings, specifications and other documents prepared by the Supplier or its Sub Supplier as at the date of termination in connection with the Goods to be supplied under subject Contract.</p> <p>44.1.3 In the event of termination of the Contract under GCC Sub-Clause 44.1.1, the EESL shall pay to the Supplier the following amounts:</p> <p>(a) the Contract Price, properly attributable to the Goods supplied by the Supplier at final destination as of the date of termination</p> <p>(b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the Site and in the repatriation of the Supplier's and its Sub Supplier's personnel.</p> <p>(c) any amounts to be paid by the Supplier to its Sub Supplier in connection with the termination of any subcontracts, including any cancellation charges.</p> <p>(d) the cost of satisfying all other obligations, commitments and claims that the Supplier may in good faith have undertaken with third parties in connection with the</p> |
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| | | <p>Contract and that are not covered by paragraphs (a) through (d) above.</p> <p>44.2 Termination for Contractor or Supplier's Default</p> <p>44.2.1 The EESL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Supplier, referring to this GCC Sub-Clause 44.2:</p> <ul style="list-style-type: none"> (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt. (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of the subject Contract. (c) if the Supplier, in the judgement of the EESL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this Sub-Clause:</p> <p>"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EESL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EESL of the benefits of free and open competition.</p> <p>44.2.2 If the Supplier</p> |
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| | | <p>(a) has abandoned or repudiated the Contract</p> <p>(b) has without valid reason failed to commence work promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days without receiving a written instruction from the EESL to suspend.</p> <p>persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause then the EESL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the EESL may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Sub-Clause</p> <p>44.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 44.2.1 or 44.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as the EESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed</p> <p>(a) terminate all subcontracts, except those to be assigned to the EESL pursuant to paragraph (d) below</p> <p>(b) deliver to the EESL the Goods manufactured by the Supplier up to the date of termination.</p> <p>(c) to the extent legally possible, assign to the EESL all right, title and benefit of the Supplier to the Works and to the Plant and Equipment as at the date of termination, and, as may be required by the EESL, in any subcontracts concluded between the Supplier and its Sub- Suppliers.</p> <p>(d) deliver to the EESL all drawings, specifications and other documents prepared by the Supplier or its Sub- Supplier as at the date of termination in connection with the Goods to be supplied under subject Contract.</p> <p>44.2.4 The EESL may, to the exclusion of any right of the Supplier over the same, take over and use with the payment of a fair</p> |
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| | | <p>rental rate to the Supplier, with all the maintenance costs to the account of the EESL and with an indemnification by the EESL for all liability including damage or injury to persons arising out of the EESL's use of such equipment, any Supplier's Equipment owned by the Supplier and on the Site in connection with the Facilities for such reasonable period as the EESL considers expedient for the supply and installation of the Facilities.</p> <p>Upon completion of the Facilities or at such earlier date as the EESL thinks appropriate, the EESL shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the Site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.</p> <p>44.2.5 Subject to GCC Sub-Clause 44.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the Goods delivered along with associated services as at the date of termination Any sums due to the EESL from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.</p> <p>44.2.6 If the EESL procure the undelivered Goods along with associated services, the cost of completing the procurement of undelivered Goods along with associated services by the EESL shall be determined.</p> <p>If the sum that the Supplier is entitled to be paid, pursuant to GCC Sub-Clause 44.2.5, plus the reasonable costs incurred by the EESL in completing the procurement of undelivered Goods along with associated services, exceeds the Contract Price, the Supplier shall be liable for such excess.</p> <p>If such excess is greater than the sums due to the Supplier under GCC Sub-Clause 44.2.5, the Supplier shall pay the balance to the EESL, and if such excess is less than the sums due to the Supplier under GCC Sub-Clause 44.2.5, the EESL shall pay the balance to the Supplier.</p> |
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| | | <p>The EESL and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p>44.3 Notice by Contractor or Implementing Partner</p> <p>44.3.1 If</p> <p>(a) the EESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to the EESL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the EESL to remedy the same, as the case may be. If the EESL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice.</p> |
| 45.0 | Risk purchase | <p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, EESL reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, EESL shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p> |

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| 46.0 | Limitation of Liability | <p>Except in cases of criminal negligence or willful misconduct or fraud or any criminal misappropriation,</p> <p>(a) the Supplier shall not be liable to the EESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, provided that this exclusion shall not apply to any obligation of the Supplier to pay Liquidated Damages to the EESL and</p> <p>(b) the aggregate liability of the Supplier to the EESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the EESL with respect to patent infringement or general indemnity or as specified in SCC.</p> |
| 47 | Subcontracting | <p>47.1 Appendix 5 (List of Approved Sub Suppliers) to the Contract Agreement specifies, if applicable, major items of supply or services and a list of approved Sub-Supplier against each item, including vendors. Insofar as no Sub Suppliers are listed against any such item, the Supplier shall prepare a list of Sub Suppliers for such item for inclusion in such list. The Supplier may from time to time propose any addition to or deletion from any such list. The Supplier shall submit any such list or any modification thereto to the EESL for its approval in sufficient time so as not to impede the progress of work under the Contract on the Facilities. Such approval by the EESL for any of the Sub Suppliers shall not relieve the Supplier from any of its obligations, duties or responsibilities under the Contract.</p> <p>47.2 The Supplier shall select and employ its Sub Suppliers for such major items from those listed in the lists referred to in GCC Sub-Clause 47.1.</p> <p>47.3 For items not specified in Appendix 5 (List of Approved Sub-Suppliers) to the Contract Agreement, the Supplier may employ such Sub-Suppliers as it may select, at its discretion</p> |
| 48 | Intellectual Property | <p>48.1 Copyright</p> <p>48.1.1 The copyright in all drawings, documents and other materials containing data and information furnished to the EESL by the Supplier herein shall remain vested in the Supplier or, if they are furnished to the EESL directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. EESL shall however be free to reproduce all drawings, documents and other material furnished to the EESL for the purpose of the contract including, if required, for operation and</p> |

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| | | <p>maintenance of the Facilities.</p> <p>48.2 Confidential Information</p> <p>48.2.1 The EESL and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor or Supplier may furnish to its Sub Contractor or Supplier(s) such documents, data and other information it receives from the EESL to the extent required for the Sub Contractor or Supplier(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Contractor or Supplier(s) an undertaking of confidentiality similar to that imposed on the Supplier under this GCC Clause 48.</p> <p>48.2.2 The EESL shall not use such documents, data and other information received from the Supplier for any purpose other than the operation and maintenance of the Facilities. Similarly, the Supplier shall not use such documents, data and other information received from the EESL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.</p> <p>48.2.3 The obligation of a party under GCC Sub-Clauses 48.2.1 and 48.2.2 above, however, shall not apply to that information which</p> <ul style="list-style-type: none"> (a) now or hereafter enters the public domain through no fault of that party. (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>48.2.4 The above provisions of this GCC Clause 48.2 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Goods.</p> <p>48.2.5 The provisions of this GCC Clause 48 shall survive termination, for what-ever reason, of the Contract.</p> |
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| 49.0 | Fraud Prevention Policy | <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website http://www.eeslindia.org.</p> <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract. The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p> |
| 50.0 | No Claim for interest or damage | <p>50.1 Interest on money due to the contractor/vendor:</p> <p>No omission on the part of the Employer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may be due on the final settlement of his account.</p> <p>50.2 No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/action of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount / damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p> |
| 51 | Extension of Time for Completion | <p>51.1 The Delivery Schedule specified in the Appendix-4 shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ul style="list-style-type: none"> a) any Change / Amendment/Modification of Contract as provided in GCC Clause 38 b) any occurrence of Force Majeure as provided in GCC Clause 43 (Force Majeure) c) any changes in laws and regulations as provided in GCC Clause 40 (Change in laws and regulations) or d) any other matter specifically mentioned in the Contract; |

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| | | <p>by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.</p> <p>51.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the EESL and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the EESL's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the Arbitration, pursuant to GCC Sub-Clause 14.</p> <p>51.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.</p> |
| 52 | Bankruptcy | <p>If the Supplier shall become bankrupt or have a receiving order made against him or compound with his creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation / reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Employer will be at liberty:</p> <p>to terminate the contract forthwith by notice in writing to the liquidator or receiver or to any person in whom the contract may become vested & to act in the manner provided in GCC clause 44 entitled "Termination" as though the last-mentioned notice has been the notice referred to in such clause and the equipment and materials have been taken out of the supplier's hands.</p> <p>to give such liquidator, receiver or other person, the option of carrying out the contract subject to his providing a guarantee, for the due and faithful performance of the contract up to an amount to be determined by the Employer.</p> |
| Important Note | | <p>The Special Conditions of Contracts will supersede any other related conditions anywhere in the tender documents and will prevail for evaluation / finalization of the tender.</p> |

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Part-A of Section-4 Bid Data Sheet

Part-A of Section-4 (Bid Data Sheet)

The following bid specific data shall amend and/or supplement the provisions in the Instructions to Bidders (ITB)

| Sl. No. | ITB Clause Ref. No. | Bid Data Details | | | | | | |
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| 1. | ITB 1.1.1 | <p>Supplement ITB 1.1.1 with the following:</p> <p>The Reference number of Invitation for Bid (IFB) is: NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/232406009</p> <p>The Purchaser/Employer is Energy Efficiency Services Limited</p> <p>The No. and Identification of Lots/Package/Schedule comprising this Open Competitive bidding(OCB) is as per the following Details:</p> <table border="1"> <thead> <tr> <th>Sl. No</th><th>Lot No/Package/Schedule</th><th>Total Quantity of LED Street lights/Flood lights in Nos.</th></tr> </thead> <tbody> <tr> <td>1</td><td>Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering</td><td>11,53,068</td></tr> </tbody> </table> <p>The Employer is:</p> <p>M/s. Energy Efficiency Services Limited Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003</p> <p>Kind Attn.: AGM (Contracts)/ Deputy Manager (Contracts) Telephone Nos.: +91 11 45801260 Email: amittal@eesl.co.in/mainak.roy@eesl.co.in</p> | Sl. No | Lot No/Package/Schedule | Total Quantity of LED Street lights/Flood lights in Nos. | 1 | Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering | 11,53,068 |
| Sl. No | Lot No/Package/Schedule | Total Quantity of LED Street lights/Flood lights in Nos. | | | | | | |
| 1 | Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering | 11,53,068 | | | | | | |

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| | | For the purpose of execution of the contract, the contractual activities shall be performed by the Employer “for and on behalf of the Owner” except in cases where the Owner itself is statutorily required to do so. |
| 2. | ITB 1.1.2 | <p>Supplementing clause ITB 1.1.2 as per the following:</p> <p>1. Eligible Bidders:</p> <p>Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 including all its subsequent order/notices in this regard, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of Award</p> <p>However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.</p> <p>For the aforesaid purpose,</p> <p>(i) “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process</p> <p>(ii) “Bidder from a country which shares a land border with India” for this purpose means:</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above |

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| | | <p>(iii) The beneficial owner for the purpose of (ii) (d) above will be under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means <p>Explanation-</p> <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights; <ol style="list-style-type: none"> In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc.</p> |
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| | | <p>However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.</p> <p>The Bidder shall in its bid submit a certificate in compliance to DoE order as per the enclosed format at Attachment-11 of Section 6.</p> <p>Further, the firm has to be a ‘Class-I local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/amendments if any.</p> <p>Firms who are not ‘Class-I local supplier’ shall not be eligible to bid.</p> <p>Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 60%.</p> <p>The ‘Class-I local supplier’ shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class –I local supplier’ and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the ‘Class-I local supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be taken in line with provisions of the PPP-MII Order.</p> <p>Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term ‘entity’ of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> |
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3.

ITB 1.2

Supplementing ITB 1.2 with the following:

Address:
M/s Energy Efficiency Services Limited
Street Address: Core 5, SCOPE Complex, Lodhi Road,
Floor/Room number: Fourth Floor
City: New Delhi
Pin code: 110003,
Country: India
Kind Attn.: AGM (Contracts)/ Deputy Manager (Contracts)
Telephone Nos.: +91 11 45801260
Email: amittal@eesl.co.in/mainak.roy@eesl.co.in

Further it may be mentioned that Pre-bid meeting will be conducted for this tender as per detail provided in Section-1 IFB and this also be communicated through Portal.
However, a query may be forwarded to EESL in the following format within 4 days of floating of inquiry.

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| Name of Tender | | | | |
| Tender No. | | | | |
| Tender ID | | | | |
| Bid Opening Date | | | | |
| Bidder's Name | | | | |
| Contact person from Bidder with address, e-mail and Contact No. | | | | |
| Sr. No. | Section No. | Description as Per RFP | Queries/ Clarification of the bidder | Remarks |
| | Page No. | | | |
| | Para No/ Clause No. | | | |
| 1. | Section No. | | | |
| | Page No. | | | |
| | Para No/ Clause No. | | | |
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| 2. | Section No. | | | |
| | Page No. | | | |
| | Para No/ Clause No. | | | |
| | | | | |
| 3. | Section No. | | | |
| | Page No. | | | |
| | Para No/ Clause No. | | | |

| 4. | ITB 1.4 | <p>Supplementing ITB 1.4 with the following:</p> <p>All the Bidders except those exempted pursuant to Annexure-II shall submit along with the hard copy part of bid a nonrefundable fee as INR 25000 towards the cost of Bidding Documents in the form of demand draft in favor of Energy Efficiency Services Limited, payable at New Delhi.</p> <p>Bid Fee may also be submitted online through RTGS. The detail of RTGS is as mentioned below:</p> <table><tr><th>Account Name</th><th>Account No.</th><th>Bank Name</th><th>Branch Name</th><th>RTGS DETAIL</th></tr><tr><td>ENERGY EFFICIENCY SERVICES LIMITED</td><td>2164002100012319</td><td>Punjab National Bank</td><td>LARGE CORPORATE BRIN DELHI</td><td>IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI ,DELHI-110001</td></tr></table> <p>Note: Bidders submitting Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose.</p> <p>Bidder’s failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through EESL ONLINE PAYMENT UTILITY or subsequently pursuant to Clarification as per ITB 4.2, except as exempted, shall lead to outright rejection of the Bid.</p> | | | | Account Name | Account No. | Bank Name | Branch Name | RTGS DETAIL | ENERGY EFFICIENCY SERVICES LIMITED | 2164002100012319 | Punjab National Bank | LARGE CORPORATE BRIN DELHI | IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI ,DELHI-110001 |
|------------------------------------|------------------|---|----------------------------|--|--|--------------|-------------|-----------|-------------|-------------|------------------------------------|------------------|----------------------|----------------------------|--|
| Account Name | Account No. | Bank Name | Branch Name | RTGS DETAIL | | | | | | | | | | | |
| ENERGY EFFICIENCY SERVICES LIMITED | 2164002100012319 | Punjab National Bank | LARGE CORPORATE BRIN DELHI | IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI ,DELHI-110001 | | | | | | | | | | | |
| 5. | ITB 2.1 | <p>Replacing ITB 2.1 with the following:</p> <p>Bids shall be submitted in Single Stage Two Envelope Bidding Procedure/Process as per the following:</p> <p>I. <u>Packet-I of Envelope -1 (Techno-Commercial Bid)</u></p> <p>A. Shall contain Hard Copy of the following documents:</p> | | | | | | | | | | | | | |

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| | <p>1. Fee towards cost of RfP Documents as per clause ITB 1.4 or documentary evidence in support of exemption of Document Fee. Bidders submitting Document Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Packet-I of Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose. For Submission of Bid document fee through NEFT/RTGS mode, clause no - 1.4 of ITB (Section-2)/BDS (Section-IV Part-A) may also be referred (<i>submission of Hard Copy in "Original" for Document Fee and "Copy" for documentary proof in support of exemption or Payment Acknowledgement towards Document Fee in case of Online Payment</i>)</p> <p>2. Bid Security (in Original) as per the format attached in Attachment-2 of Section-6 or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 2.4 of ITB (<i>submission of Hard Copy in "Original" for Bid Security and "Copy" of documentary proof in support of exemption</i>)</p> <p>Note: In case MSE bidders are exempted from submission of Document fee & Bid Security as indicated in Clause No 2.4 of ITB Section-2, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Packet-1 of Envelop-1 for the purpose of Evaluation. Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.</p> <p>The details of EMD instrument have to be submitted in relevant field/column of online module. Tenders without EMD, if applicable, will be out rightly rejected. It should be ensured by the vendor that the original instrument of Bid Security/EMD is received by EESL before deadline of submission of techno-commercial bids.</p> <p>EESL shall not be responsible for any delay, loss or non-receipt of Tender Document Cost sent by post/courier. The instrument should reach in original to EESL office before the Bid Opening date. In case of Bidder's failure to submit the tender document cost/ tender fees (instrument in original hard copy) along with the Bid or subsequently pursuant to ITB Sub-clause 4.2, the Bid shall be rejected.</p> |
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| | | <p>Tender Documents fee is non-refundable. The bid securities of unsuccessful bidder(s) will be returned as promptly as possible after the award is made. The bid security of the Bidder will be returned when it has signed the contract agreement and has furnished the required performance security.</p> <p>B. Packet-II of Envelope -1 shall contain Soft Copy (Scanned Copy) of the following documents:</p> <ol style="list-style-type: none"> 1. Bid Form as per format attached as Attachment-1 of Section - 6, Forms & Procedures. <p>Note: In case of non-submission of this form, bid will be rejected.</p> <ol style="list-style-type: none"> 2. A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity in accordance with ITB clause 2.10. The said power of attorney to be submitted as Attachment-3 of Section-6, Bidders to use their own format. 3. Certificate regarding acceptance of important terms and conditions in line with ITB clause 4.6 as per format attached as Attachment-4, Section 6, Forms & Procedure. 4. Deviation statement as per Attachment -5 of Section - 6, Forms & Procedure. <p>NOTE: i. Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the RfP Documents will be treated as non-responsive and will not be considered further.</p> <p>ii. In case of non-submission of this attachment, the bid shall be considered as no deviation bid.</p> <ol style="list-style-type: none"> 5. Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6 of Section 6, Forms & Procedure. 6. Letter of undertaking (as per Attachment-7 of Section-6) 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 (as applicable) |
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| | <p>7. NEFT/RTGS Bank details as per Attachment-8 of Section 6, Forms & Procedure.</p> <p>8. Compliance of Matrix/checklist for technical and Financial QR duly filled and signed on Company letter head pad with company's seal. (Scanned Copy to be uploaded at E-tendering portal as per Attachment-9 of Section-6.</p> <p>9. Certificate Regarding Declaration of Local Content as per Attachment-10 of Section-6</p> <p>10. Certification by the Bidder for "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of Section-6).</p> <p>11. Details regarding Qualifying Requirement /Eligibility criteria as per Attachment-12 of Section-6 along with Certificate regarding Capacity and Capability of the Bidder as Attahment-12(A).</p> <p>Note: Bidder to submit certificate (as Attachment-12(A)), issued by full time practicing Chartered Accountants (CA) with UDIN, indicating the following:</p> <ol style="list-style-type: none"> Type of LED street light/Flood light manufactured by the Bidder, Manufacturing Capacity (in Nos.) per annum/month for each type of LED street light/Flood light, along with name & address of manufacturing plants Future month wise commitment for each type of LED street light/Flood light under other contracts of the Bidder for next 12 months <p>12. Certificate regarding non- debarment for false declaration of Local Content as per Attachment-13 of Section-6.</p> <p>13. Certificate regarding non-debarment / blacklisting/ disqualification as per Attachment-14 of Section-6.</p> <p>14. Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in Qualifying Requirement (QR).</p> <p>15. Any other document as considered appropriate</p> <p>Note: The format for all the aforementioned Attachments is part of Section-6.</p> <p><i>Bidder to note that no document revealing the prices shall be submitted in Envelope-I along with the techno-commercial bid. Revealing of prices at this juncture in any mode shall lead to outright rejection of bid. Prices</i></p> |
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| | | <p><i>are to be filled in Envelop-II as per the provision(s) made available by EESL in the prescribed format uploaded on e-procurement portal.</i></p> <p>II. Envelope-2 (Second Envelope) shall contain Price Bid (to be filled-up in excel format available online on e-portal)</p> <p>The prices are to be filled in prescribed format in soft copy (in excel format) available on e-portal only. Bidders are requested not to submit the price bid in hard copy at EESL as the same shall not be considered. Price Bid Format as attached at Annexure-III in the RfP document is only for illustration/reference purpose, however, terms and conditions mentioned there in is part of this RfP/Bidding Documents.</p> <p>The price quoted in respect of all items in the above schedule shall be excluding applicable GST. The Bidder shall quote its prices taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations.</p> |
| 6. | ITB 2.4 | <p>Supplement ITB 2.4 with the following:</p> <p>The value of Bid Security shall be Amount of Bid Security: Rs. 3,88,86,000 (Rupees Three Crores Eighty Eight lakhs Eighty six thousand Only)</p> |
| 7. | ITB 2.16 | <p>Replace ITB 2.16 with the following:</p> <p>Consortium is not allowed for the subject tender</p> |
| 8. | ITB 2.6 | <p>Replacing ITB 2.6 with the following:</p> <p>This Clause Stands Deleted.</p> |
| 9. | ITB 2.9 | <p>To be supplemented with following:</p> <p>Price to be quoted on firm price Basis.</p> |
| 10. | ITB 3.2 | <p>Supplementing ITB 3.2 with the following:</p> <p>Soft copy part of the bid shall be uploaded through the portal www.tenderwizard.com/EESL at or before the submission time and date as stipulated in the RfP document. Hard copy of the bid under Packet-I of Envelope-1 as per ITB 2.1 must be received by the Employer at the address specified below no later than the time and date stated herein below:</p> <p>Address in Person or by Post:</p> <p>AGM (Contracts), M/s. Energy Efficiency Services Limited Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003</p> |

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| | <p>Deadline for submission of Hard copy of Documents</p> <p>Date: 27 /07 /2023</p> <p>Time: up to 1100 hours [Indian Standard Time (e-procurement server time)]</p> <p>Address for Bid Opening:</p> <p>M/s. Energy Efficiency Services Limited Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003</p> <p>The deadline for <u>soft copy part of the bid</u> submission is</p> <p>Date: 27/07/2023</p> <p>Time: 1100 hrs. [Indian Standard Time (e-procurement server time)].</p> <p>Bid submission timelines will be defined as per the e-Procurement server clock only.</p> <p>Time and date for Bid Opening – Envelope-I (First Envelope):</p> <p>Date: 27/07 /2023</p> <p>Time: 1130 hours (Indian Standard Time)</p> <p>(a) Bid Title: “Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering” .</p> <p>NIT Bid Document No: EESL/06/2023-24/SLNP/LED/OTE/222306009</p> <p><u>Envelope-I (First Envelope)</u></p> <p>Do not open before 11:30 hours (Indian Standard Time) on 27/07/2023.</p> <p>In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.</p> <p>Notwithstanding above, the Employer may, at its discretion, extend the deadline for submission of soft part of the bids from 1100 hrs (IST) to 1500 hrs (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned</p> |
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| | | <p>below for the purpose before the deadline for submission of soft part of the bids i.e., 1100 hrs. (IST) on the last day of the aforesaid deadline. Any request received by the Employer thereafter i.e., beyond 1100 hrs. (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs (IST) as above shall be given by the Employer.</p> <p>The e-mail IDs for aforesaid purpose are mentioned below:</p> <p>Email IDs: amittal@eesl.co.in/mainak.roy@eesl.co.in</p> |
| 11. | ITB 4.2 | <p>Supplement ITB 4.2 with the following:</p> <p>During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid in case of erroneous/non submission of following documents (as applicable):</p> <ul style="list-style-type: none"> i) Online Payment Acknowledgement towards the Bid Document fee (<i>applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids</i>). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification ii) MSE certificate as per UDYAM registration. The issuance date for aforesaid certificates must be prior to deadline for submission of bids iii) Power of Attorney (POA) to sign the bid iv) Form of acceptance of EESL fraud prevention policy and declaration (as per format in Section 6, Forms & Procedure) v) NEFT/RTGS Bank details (as per format in Section 6, Forms & Procedure) vi) Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head vii) Compliance of Matrix/checklist for bidder (as per format in Section 6, |

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| | | <p>Forms & Procedure) duly filled and signed on Company letter head pad with company's seal</p> <p>viii) Certificate regarding Declaration of local content (as per format in Section 6, Forms & Procedure)</p> <p>ix) Self-Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules for giving false declaration of local content</p> <p>x) Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"</p> <p>xi) Consortium Agreement (if applicable)</p> <p>xii) Other documents/details of historical nature such as certificate of incorporation, complete Audited Annual Reports together with Audited statement of accounts, Experience Certificate issued by Utility/Employer for work completed/executed prior to deadline for submission of bids etc.</p> <p>xiii) Any other documents/details/information of historical nature</p> <p>The EESL may give the Bidder not more than 5 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.</p> |
| 12. | ITB 4.5 | <p>Supplement ITB 4.5 with the following:</p> <p>The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in relevant Attachment to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 4.7 & 4.8.</p> |
| 13. | ITB 4.6 | <p>Supplementing ITB 4.6 with the following:</p> <p>Qualification: The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Part- B of Section-4 to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding.</p> |

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| | | <p>The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer.</p> <p>The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract. An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.</p> |
| 14. | ITB 4.9 | <p>Supplementing ITB 4.9 with the following:</p> <p>Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Clause 4.9, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:</p> <ol style="list-style-type: none"> I. Letter of Bid (Bid Form). II. Attachment-5 (Deviation Statement) III. Price Schedules IV. Technical Documents V. Any other part of the bid <p>Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to V above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to V above), and so on. However, any major inconsistency amongst the above documents of the bid will be interpreted against the bidder.</p> |
| 15. | ITB 4.12 | <p>New Clause Added as: Evaluation Criteria-</p> <ol style="list-style-type: none"> 1) The bids shall be separately evaluated as per RFP Terms & Conditions. 2) Price Bid's evaluation will be carried out based on the unit rate for each wattage of street light with 7 years warranty quoted by each bidder. |

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| | | <p>12) It will, however, be the sole discretion of EESL to award the quantity irrespective of the band provided above, depending upon various factors, including the bidder's capacity, as assessed by EESL. In case, RCs are required to be placed on MSEs as per Public Procurement Policy for Micro and Small Enterprises (MSEs), provisions as mentioned at Annexure- II of Rfp shall be followed.</p> <p>13) Please note that tender conditions applicable for MSEs and start-ups are mentioned at Annexure-II of Rfp.</p> |
| 16. | ITB 5.6 | <p>Supplementing ITB 5.6 with the Following:</p> <p>Performance security shall be ten percent (10%) of the contract price.</p> |
| 17. | ITB 5.9 | <p>New Clause ITB 5.9 Added As</p> <p>Withholding of Bidder: In case of failure to honor its bid after emerging as successful bidder, the bidder will be withhold from participating in EESL's tenders for a period of one year from the date of communication of such withholding to the bidder. 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.</p> |

----- End of Part-A (BDS) -----

Eligibility and Qualifying Requirements (QR)

Eligibility Criteria:

| Sl. No. | Eligibility finalised based on deliberation of QR Committee | Documents to be Submitted for Compliance by the Bidders |
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| 1. | <p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and further amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A registered partnership firm (registered under section 59 of the Partnership Act, 1932)</p> <p style="text-align: center;">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2008)</p> <p>(No Consortium is allowed in the tender)</p> | <p>Copy of certificate of incorporation/ Memorandum of Association/ Article of Association</p> <p style="text-align: center;">OR</p> <p>A registered Partnership Deed</p> <p style="text-align: center;">OR</p> <p>LLP registration certificate issued by registrar of Companies</p> |
| 2 | <p>Bidder should be a manufacturer of LED Street Lights / Flood Lights.</p> | <p>Bidder should submit Factory registration or equivalent certificate under Indian Factories Act, 1948.</p> <p style="text-align: center;">AND</p> <p>Relevant documentary evidence/ certificate(s) which substantiates existence of manufacturing facilities shall be submitted which includes Excise Registration Document/ GST Registration Document/ ISO Certificate/ Company Registration/ MSME Registration certificate or any other document which shows that the bidder is a manufacturer of Electric Lighting Equipment/ LED Luminaire/ Street Light/ Flood Light.</p> |

| Sl. No. | Eligibility finalised based on deliberation of QR Committee | Documents to be Submitted for Compliance by the Bidders |
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| | | <p>AND</p> <p>Bidder should provide self-certification on company's Letter Head that they are manufacturer of LED Street Light/ Flood Light.</p> |
| 3. | <p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I Local Suppliers with 60% minimum local content are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content) in respect of Power sector" issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021</p> <p>NOTE: - Only Class-I suppliers as defined in the above tender are eligible to take part in this bidding process.</p> | <p>The Bidder shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class-I local supplier' and shall give details of the location(s) at which value addition is made.</p> <p>Further, in case of tenders above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format in this RfP Documents.</p> |
| 4. | <p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> Not from a country which shares a land border with India <p>OR</p> <ul style="list-style-type: none"> Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of "Bidder" from a country which shares a land border with India shall be as in paragraph 8 of the above-mentioned order. Further, all the guidelines mentioned to this above order shall</p> | <p>Bidder to submit a Declaration as per the format given in this RfP Document.</p> |

| Sl. No. | Eligibility finalised based on deliberation of QR Committee | Documents to be Submitted for Compliance by the Bidders |
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| | be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order. | |
| 5. | Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work. | Bidder shall submit Self Declaration duly signed and stamped on Company's Letter Head. |

A. Qualifying Requirements:

| S. No. | QR finalised based on deliberation of QR Committee | Documents to be Submitted for Compliance by the Bidders |
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| 1 | QUALIFICATION OF THE BIDDER Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses in its Bid. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm only (i.e., Sole bidder). Consortium not allowed. | |
| 1.1 | Technical Experience | |
| 1.1.1 | Bidder shall have experience of Manufacturing & supplying at least 1,38,368 nos. of LED Street Light/ Flood Light in last 3 Years as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in any "DISCOMS (<i>private &/OR Government Distribution Company</i>) / Government Department/ Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Companies / Retail Sales." Note: 1. The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the | 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) Successful completion* (OR) |

| S. No. | QR finalised based on deliberation of QR Committee | Documents to be Submitted for Compliance by the Bidders |
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| | <p>total contract is started earlier and/or is not completed/ closed.</p> <p>2. In case of orders under execution, the value of work executed as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) as certified by the Client shall be considered. However, the work executed must include "Similar work" as above (i.e., manufacturing & supply of LED street light/Flood light)</p> | <p>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.</p> <p>Work orders along with its evidence for successful completion / execution shall be from any DISCOMS (<i>private &/ OR Government Distribution Company</i>) / Government Department/ Public Sector Undertaking (PSU)/ any other Govt. Organization/ Urban Local Body (ULB)/ Retail Sales/ Private Companies which will only will be considered for evaluation.</p> <p>In addition to above, in case of documentary evidence of private companies, copy of e-way bill/consignee receipted challan/ GST return shall also be submitted as the proof of evidence for successful execution of the work order(s)/ purchase orders(s).</p> <p>In case of retail sales, the copy of sale proceeds/ sales invoice for sale of LED Street/ Flood Lights duly certified by external Chartered Accountant shall be furnished. A summary sheet of all such invoices, containing individual sale details of the retail customer (Invoice-wise)- preferably system generated- duly certified by the external Chartered Accountant shall be submitted along with the bid as the documentary evidence along-with the copy of payment receipts. The certificate issued by CA must have UDIN no. mentioned on the certificate.</p> <p><i>*Successful means certificate issued by the client without any adverse remarks.</i></p> <p>Note: The submitted proof of works executed/Completed must clearly mention the date of completion, Quantity & value of work executed as per the requirement mentioned in the</p> |

| S. No. | QR finalised based on deliberation of QR Committee | Documents to be Submitted for Compliance by the Bidders |
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| | | qualifying criteria. The submitted proof must have the reference no. of the respective original work order/ purchase order/ LoA with duly signed & sealed by the work order/ PO issued authority. Summary sheet duly signed & sealed by the bidders to be provided with above mentioned details. |
| 1.2 Financial QR: | | |
| 1.2.1 | <p>Bidders should have an average Annual Turnover (ATO) of at least INR 23.33 Cr. in last three years.</p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the financial figures for available years shall be averaged out for 3 years (i.e., total available Turnover shall be divided by 3) for Financial QR compliance.</p> | <p>Duly authorized copy of audited financials for preceding last three Financial Year is to be submitted by bidder.</p> <p>ATO means revenue from operations.</p> |
| 1.2.2 | <p>Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs. 19.44 Cr.</p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation).</p> <p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p>L.A= [Current Assets- Inventory]</p> | <p>Duly authorized copy of audited financials for preceding last three Financial Year is to be submitted by bidder (Balance Sheet of immediate last financial year would be considered for this calculation).</p> <p style="text-align: center;">OR</p> <p>Certification from Bank regarding availability of credit facilities of not less than Rs. 19.44 Cr.</p> <p>Such Certificates should have been issued not earlier than three months prior to the date of originally scheduled date of bid opening as per NIT.</p> <p>Format of Certificate is enclosed as Annexure-IV</p> |
| 1.2.3 | The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or Capital | Duly authorized copy of audited financials for preceding last three Financial Year is to be submitted by bidder. |

| S. No. | QR finalised based on deliberation of QR Committee | Documents to be Submitted for Compliance by the Bidders |
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| | <p><i>Additionally, in case 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 including immediate preceding year.</i></p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year Audited Financial Statements is available the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</p> | |

B. Notes to the QR:

| Sl. No. | Finalised based on deliberation of QR Committee |
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| 1. | <p>Financial QR:</p> <p>The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p> <p>Note:</p> <ul style="list-style-type: none"> <i>In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted if audit is not required.</i> <i>In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.</i> |

| Sl. No. | Finalised based on deliberation of QR Committee |
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| 2. | For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSEs relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender. |
| 3. | <p><u>In case of holding company:</u> - The holding subsidiary relationship should be in existence for at least one year as on the originally scheduled date of submission of the bids as per NIT.</p> <ul style="list-style-type: none"> • “In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification: • Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures. • A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements form part of the Consolidated Annual Report of the Company. • In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award. • In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.” • The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive. • All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief |

xxxxxxxxxxxxxxxx The End xxxxxxxxxxxx

SCOPE, BOQ, TS AND IMPORTANT TECHNO-COMMERCIAL CONDITIONS

Name of Work/Tender: Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing, Supply having Comprehensive Warranty up to 07 Years on PAN India basis through open tendering.

SCOPE OF WORK, ELIGIBILITY CRITERIA & OTHER TERMS AND CONDITIONS

1. INTRODUCTION

Energy Efficiency Services Limited (EESL) is a Joint Venture of Power Grid Corporation of India Limited (PGCIL), NTPC Limited, Power Finance Corporation Limited (PFC) and Rural Electrification Corporation Limited (REC) to facilitate implementation of energy efficiency projects. EESL will work as ESCO, as Consultancy Organization for CDM, Energy Efficiency, etc.; as a Resource Centre for capacity building of SDAs, Utilities, financial institutions, etc. EESL will also lead the market-related actions of the NMEEE. It is first such company exclusively for implementation of energy efficiency in South Asia and amongst a very few such instances in the world.

2. OBJECTIVES

- To facilitate preparation of energy efficiency projects for Demand Side Measures including municipal functions, agriculture, public building, lighting etc.
- To implement schemes, programs and policies of central and state governments or its agencies.
- Partner with private ESCOs and other companies to promote energy efficiency.
- To provide consultancy services in the field of energy efficiency, CDM projects, and other related areas.
- To identify and impart training to build the capacity of stakeholders.

3. SCOPE OF WORK

The brief scope of work essentially consists of following: -

- a) Design, Manufacturing, Testing, and Supply, Transportation, Insurance, Loading and Unloading, Storage, Handling, Accounting (including reverse supply chain), Comprehensive onsite/on-project stores Warranty of LED streetlights for upto 7 years, other related works & documentation of LED Street Lights as per Tender Terms and Conditions.
- b) Servicing warranty redemptions as well as providing light spares like drivers and SPD and other components
- c) Selection of suitable SPD in line with the Technical Specifications and required due diligence of capability and coordination testing of the product with each wattage offered.
- d) It is the responsibility of the supplier to ensure proper supplies in terms of part components or whole luminaire on day to day basis for repair & maintenance of LED fixtures during both the phases (installation & maintenance). Hence bidder may choose a centralised storage location or storage locations within the ULB area for servicing warranty redemptions to the ULB.

- e) Bidder has to supply the material at designated site/ULB as per the direction of EIC of the project. Unloading of material at project site is in scope of bidder
- f) Storage and Management of Inventory in each Lot as per requirements of EESL EIC/Project In-charge as well as providing daily inventory MIS at Plant and Stores.
- g) Six-Monthly Training/ Refresher course to Project Team, Contractor Staff or ULB technicians for carrying out on-site installation & repairs of LED Street Lights during comprehensive warranty period.
- h) As SLA (95% uptime & rectification within 48 Hours) is to be attained all the time, successful bidder shall maintain/replenish sufficient buffer stock (equal to 5%) of each type of Luminaries at respective site through-out the warranty period with no cost escalation for rectification of fault for speedy resolution of failed LED lights.
- i) Following is to be understood by bidder and accordingly accounted for:
 - o The damaged lights shall be attributed for Liability to be borne by Supplier/ DIC/ R&M Agency/ ULB (or DISCOM)/ transit after supply, as per the nature of damage.
 - o Missing / Theft shall be recorded with FIRs with due claim with insurance.
- j) In case of shortfall/non-maintenance of the required minimum buffer stock quantity of LED streetlights/spares beyond 50% the of buffer stock and its replenishment beyond 10 days from the date of intimation from EESL, a notional penalty at the rate of Rs. 100000 per month. For the period less than one month, beyond 10 days, same shall be calculated proportionality on pro-rata basis for actual number of days and shall be charged by EESL subject to a maximum of 5% of the total contract value from the payments due to bidder from the date when replenishment was supposed to be done till the actual date of replenishment.
- k) Defective materials received during supply and defects observed during warranty period shall be replaced/repared within 15 days from the date of intimation from EIC. A notional penalty at the of Rs. 100000 per month shall be charged by EESL subject to a maximum of 5% of the total contract value in case defectives are not replaced/repared in stipulated time. For the period less than one month, beyond 15 days, penalty shall be calculated proportionality on pro-rata basis for actual number of days.
- l) Provide list of stores already available on PAN India basis for information of EESL.
- m) Successful Bidder has to establish field offices/stores in the – state(s) (and/ or states in case of shift of supply locations) before commencement of supply at field with adequate manpower at appropriate levels to coordinate with all agencies concerned and monitor supply, storage, accounting and warranty redemption of lights as per the scope of work under the subject LOA during the entire period of contract.
- n) A Complaint Management System (web-based tool) to be established by the successful bidder for complaint lodging, monitoring, action, attending and closure of warranty redemption requests.
- o) **Design Parameter for LED Fixtures from 18-35W** to be considered as per Annexure-C (as per Technical Specifications).

A. Design, Manufacture, Test, Supply and Warranty of LED Street Lights:

- i. Bidder has to design, manufacture, test, supply and provides upto 07years replacement warranty of LED Street Lights based on the quantity as per BOQ, where

bidder has to repair the luminaire and also manufacturer has to visit the DIC vendor warehouse for repairing of streetlight by replacing the spare parts at the site as well as replacement of old fixture with new fixture if the fixture is not repairable. The technical specifications of the LED Luminaires to be supplied shall comply with the requirements given under Chapter “Technical Specifications” which forms part of the subject Tender documents.

- ii. During maintenance phase the scope of bidder shall cover technical failure and physical damage due to technical failure. In case the damage is due to mishandling, the same can be ascertained through physical inspection jointly by EESL EIC/PMC, DIC Agency and Street light Vendor's authorized representative. Such cases of damage due to mishandling of DICM contractor shall be booked to the Contractor and not to the supplier
- iii. The following nature/conditions for damaged LED streetlights shall be attributed to supplier:
 - Damaged Housing of LED lights on receipt at site
 - Glass broken with evidence of internal fuse / burst
 - LED Lights not glowing due to non-functioning of SPD & Driver (LED PCB)
 - LED Lights Lens getting damaged due to overheating
 - LED Lights gradually losing their brightness resulting in illumination lower than specification.
 - LED Lights back panel getting deteriorated / damaged.
 - LED Lights / LED Flood Light get damaged due to ingress of dust & water (IP failure)
 - Physically damaged SPD & Drivers on receipt at site
 - Blast due to internal failure of SPD/Drivers/LEDs. (Power quality in the specified range)
 - Any other failure which is not covered above but established during joint physical inspection and accepted by supplier.
- iv. The Bidder shall supply the entire LED Luminaire and part components of the Luminaires including other related item to the district store/depot of selected “Implementation Contractor” of EESL for Project execution & maintenance. The receipt of delivered material at the district store/depot (to be intimated by the Implementation Contractor) shall serve as the proof of material supplied to the designated location. Each consignment of material(s) receipt by the Implementation Contractor, shall be duly certified by the representative of Project Management Consultancy (PMC)/EESL.
- v. **Insurance:** As per Clause No-17 of Standard Supply GCC of Rfp.
- vi. Transportation, storage, Demurrage/Wharfage, etc.: Bidder has to supply the material at designated site/ULB as per the direction of EIC of the project. Unloading of material at project site is in scope of bidder. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Successful Bidder, and the related cost shall be included in the Contract Price.
- vii. The specifications of the LED luminaries shall be as given under the Chapter “Technical Specifications” of Tender documents.

B. Warranty of LED Luminaires during Repair & Maintenance phase for the contract period of upto (07) SEVEN YEARS:

- i. For repair / rectification / replacement of defective components of the Luminaires or entire Luminaire to restore LED Luminaire to glowing condition, bidder to supply entire LED Luminaires including replacement for defective components of the Luminaires & all materials required for the same. This shall include tilt-able adapter for angle adjustment (0° - 90°) & 3mtr. Aluminium wiring/cable per luminaire for connections up to supply tap-off
- ii. Bidder shall make proper arrangements for stocking up sufficient materials at their store/depot location specific to ULB/ PSU/ DISCOMS etc. during the contract period for ensuring that the non-glowing/faulty LED Luminaires (excluding the period of non-availability of power supply) shall be brought to glowing condition within a period not exceeding 48 hours & also keeping minimum an uptime of 95% at any point of time throughout the contract period in close coordination with the Implementation/maintenance Contractor . Bidder to ensure that material supplied by them should not be a constraint in fulfilling these conditions, failing which the bidder shall be liable to be penalized on behalf of the Implementation/maintenance Contractor.

However, it is on the discretion of the bidder to change store/depot locations as per the site requirements, provided the store/depot locations chosen by the bidder should not hinder the pace of day to day repair & maintenance by EESL project.
- iii. For Repair & Maintenance of LED Luminaires, the bidder shall coordinate/assist either the firm responsible for installation & maintenance of LED Street Lights or their sub-contractor in respective ULB/PSU/DISCOMs as applicable. Bidder has to set-up a service centre at the Head Quarters in the Districts falling in their respective awarded Lot/State/District.
- iv. Liability to Supply the Luminaires/components in case of theft, natural calamities, over voltage etc. EESL shall pay to the bidder on establishment of facts beyond the control of the bidder in such events.
- v. Bidder shall provide 5% of supplied lights in functional condition at the time of delivery otherwise value equal to 5% of lights will be retained from Payment for respective consignment and shall be released on confirmation of receipt of these lights. These lights shall be considered as buffer/spare lights and the same will be utilised during maintenance process. These 5% Lights shall not be counted towards payment to vendors from EESL and shall be considered free of cost (FoC).
- vi. In addition, 5% Drivers and 5% SPDs have to be supplied with consignment itself otherwise value equal to 5% of lights will be retained from Payment for respective consignment and shall be released on confirmation of receipt of these spares (Drivers and SPDs). The requisite spares as indicated above (5%) shall be maintained by the vendor as buffer stock throughout the project.
- vii. Bidder to also ensure, throughout contract period, adequate inventory of buffer stock of spares, (i.e. Drivers and SPDs) for speedy resolution of failed LED lights and prompt replacement at project site. In case of shortfall/non-maintenance of the required minimum buffer stock of spares beyond 50% the of buffer stock and its

replenishment beyond 10 days from the date of intimation from EESL, a notional penalty at the rate of Rs. 100000 per month. For the period less than one month, beyond 10 days, same shall be calculated proportionally on pro-rata basis for actual number of days and shall be charged by EESL subject to a maximum of 5% of the total contract value from the payments due to bidder from the date when replenishment was supposed to be done till the actual date of replenishment.

- viii. Comprehensive warranty for a period of upto Seven (07) years.

During comprehensive warranty, Vendor shall seamlessly maintain spare stock (i.e. Drivers & SPDs) of each type of Luminaries at respective site (5% of the supplied quantity of lights at each location) through-out the warranty period with no cost escalation for rectification and speedy resolution of failed LED lights.

- ix. If above conditions are not met by the bidder, EESL reserves the right to make applicable deductions from payments.

C. Technical experience:

- The bidder shall submit details of in-house facilities for manufacturing LED Street Lights which shall include in-house SMT, wave soldering setup, TEST facility for electrical, electronic and photometry {essentially C type Gonio-photometer, integrating sphere} for measurement of Luminous flux and Luminous Intensity distribution and other testing facilities.
- The Bidder MUST have internal testing facility for testing of all electrical, photometric, calorimetric, thermal, ingress protection & other safety tests. The manufacturer can tie-up with a certified NABL third party testing laboratory or EPA certified International Lab for testing of luminaire with C Type Gonio-photometer suitable for testing street lights will be eligible to bid in this tender. All those vendors who don't have an internal C-type Gonio photometer shall not be eligible to participate for this tender until and unless alternative arrangement is made and demonstrated by them, at the time of start of supplies, to test manufactured batches in C-type Gonio-photometer. In such a case, Bidder to submit undertaking giving details for such an alternative arrangement.
- The bidder should be registered with ISO 9001:2008 or later standard and shall provide certified copy of the certificate valid as on the date of bid opening.

For assessment, bidder to submit self-certified copies:

- Details/documents in support of manufacturing facilities for the following:
 - a. Manufacturing set-up for LED street lights:
 - C-Type Gonio-photometer
 - In-house SMT
 - Wave soldering setup
 - Other facilities, if any

- Proof of internal testing facility for LED Street Lights covering all applicable tests as per IS (PO/proof of purchase of testing equipment, test reports, snapshots of equipment etc.)
- PO/proof of purchase of C-Type Gonio-photometer and copies of running batch test reports from their own C-Type Gonio-photometer.
- ISO 9001:2008 registration (to be submitted at the time of LoI issuance in case bidder is international) and

D. Bill of Quantity (BOQ):

- Bill of Quantity (BOQ) is brought out under *ANNEXURE-A*.
- The BOQ for the Lights to be replaced provided in the RfP/Document is indicative. BOQ as per RFP shall form the basis for evaluation of Price Bids and shall constitute LOA Quantity.
- EESL reserves the right for variation in BOQ upto +20% of individual wattages /items under the LoA.
- Cables / wires (PVC insulated, as per IS:694, ISI marked) for connection from Luminaire to Overhead conductor / Underground Power supply cable: Cable/wires (each for phase and Neutral) minimum 3 m per light for entire BOQ is in the scope of supply of successful bidder and NO CHARGES ARE PAYABLE EXTRA. Cable coming out of housing the wire/cable rating and length & connectors to be used should be :
 - For Wattages upto 110Watt : 3Core X 1.0 Sq. mm. Multistrand Aluminum Cable coming out of luminaire housing should be used with minimum of 3 meter length.
 - For Wattages above 110Watt : 3Core X 2.5 Sq. mm. Multistrand Aluminum Cable coming out of luminaire housing should be used with minimum of 3 meter length.
 - Cables/wires for connection from luminaire to overhead conductor / underground power supply should meet the requirement as per section No-5 of IS 10322 (Part-1) : 2014.
 - LED street lights shall be supplied pre-fitted with SPD from factory along with the suitable wire glands crimped ferrules/thimbles/connectors and bi-metallic connectors inside the fixture.
 - Since the outgoing cable from the luminaire housing is of Aluminum, hence the manufacturer has to make the provision of installing the bi-metallic connector inside the fixture.
 - The outgoing Aluminum cable from the luminaire housing shall be connected directly to the supply/ phase jumper side using suitable wire glands crimped ferrules/thimbles/connectors as per the connection arrangement decided by the successful bidder.
 - Supplies offered without the required wire length or rating or required SPD rating or tilting arrangement or without bi-metallic 3-wire terminal to accept the wire

shall be rejected.

Conditions applicable for Sr. no. B & C

1. All the Tools and Plants, including Special T&P, testing and measuring instruments required for the implementation of the project is to be arranged by the bidder and quoted price shall be inclusive of the same.
2. Since this is a Supply Contract and as installation agencies are different, the buyback arrangement is not applicable on light suppliers i.e. bidders in this case.
3. Bidder shall ensure proper record of the LED Street Lights supplied. This shall also include the Luminaire serial number supplied on daily/weekly/ monthly basis (as applicable). In addition, Bidder shall submit weekly and Monthly Supply Progress Report and Supply Completion Report as directed by EIC. Non-submission of this report will attract a financial penalty, to be debited from the payments for bills raised by successful bidder.
4. The Street Light outer casing shall carry EESL label as approved by EESL.
5. Each Street lights must be provided with a unique serial number to be engraved or embossed on the outer casing of Street Light Luminaire to ensure the warranty period.
6. Successful Bidder shall provide proper document of the items supplied/ repaired/ replaced on monthly basis such as Serial No., Batch No., Mfg. Date, and unique ID number.
7. Bidder must provide the invoice for the supplied items along with the unique ID number of each supplied items duly signed and stamped by the EIC.

E. Delivery Period and Supply schedule:

The material shall be allocated by EESL through valid PO's (Release Orders) indicating the supply location, quantity of LED streetlight and warranty period against each line item. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders. Material shall be offered for PDI accordingly in line with the allocations provided.

a) All the allocated quantity shall be dispatched within 30 days of the date of issuance of respective release order(s) / allocation intimation by EESL.

b) All the allocated quantity (subject to upper limit of 50,000 numbers per instance irrespective of wattage) must be offered for PDI within 21 days from the date of EESL allocation/PO (release order) and must be dispatched within 2 days after receipt of MDCC. EESL shall arrange to depute its representative for PDI & provide Material Dispatch Clearance Certificate [MDCC] within 07 days of receipt of PDI call intimation from the vendor. If the allocated quantity exceeds 50,000 numbers per instance, then timeline for offer of PDI call shall get automatically extended proportionately on pro rata basis for LD purpose.

c) EESL shall not give preferably more than one allocation (PO) per week.

d) The supplier can improve upon the delivery schedule depending upon his capacity and production rate.

e) Non-adherence of delivery schedule shall attract L.D as per contractual terms. Date of LR will be considered as date of delivery for LD purpose.

f) In case of delay in offering of PDI by the vendor more than 21 days from the date of allocation, then the LD will be applicable from 22nd day to the date of receipt of PDI Call. Allocated quantity must be dispatched within 2 days after MDCC. Lorry Receipt (LR) date will be considered as date of delivery for LD purpose.

g) Final clearance date [MDCC Date] will be considered as the executing date. If the executing date is after 28 days (21 days for PDI call+ 7 days for EESL inspection) of allocation date. Allocated quantity must be dispatched within 2 days after MDCC. LD will be applicable for the delay beyond 2 days after MDCC. Lorry Receipt (LR) date will be considered as date of delivery for LD purpose.

h) Bidder must provide invoice copy along with the dispatch documents including copy of challan / LR, e-way bill, copy of MDCC, etc. for dispatched material to EESL EIC through email within one day of dispatch of material. This is a mandatory requirement for EESL records.

i) In case of PDI failure during inspection, bidder has to bear the cost of PDI done after first failure.

Successful bidder should submit the detailed supply plan within 7 days from the issuance of LOA

- Receipt of raw-materials from the site-in-charge of vendor.
- Selection of SPD and Coordination Testing Plan
- Manufacturing timelines for various activities at works.
- Submission of Quality Plan.
- Submission of Type Test Reports
- Dispatch schedules [fortnightly commitments should be given]

Note: Bidder shall offer the lot for PDI minimum 7 days in advance to enable QA team to assign the officer for PDI well in advance for timely completion of PDI. The manufacturing date for lot offered should not be more than 2 months old.

Bidders must give sufficient evidence about their readiness to deliver on this commitment indicating availability of ready stock after testing and/ or scheduled dates by which the tendered quantity will be delivered including manufacturing date, testing completion date and material dispatch date. EESL shall ensure the release of LOI/ LOA/ Rate Contract expeditiously. Time Schedule includes the time required for manufacturing, testing, and rectifications if any, retesting, offer for PDI & its Clearance, dispatch of material and order completion in all respects to the satisfaction of the EESL.

The supply schedule committed by vendor during the initial phase should be complied by vendor and failing to which will lead to requisite penalty as per the powers of EIC.

In case on any non-compliance of the above, EESL reserves the right to purchase material from elsewhere at the sole risk and cost of defaulting vendor and recover all

such extra cost incurred by EESL in procuring the material including forfeiture of EMD/Bid Security/encashment of CPG or any other sources etc.
If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.

F. Contract Validity:

Contract Validity for the awarded quantity shall be for a period of 1 year from the date of issuance of LOA / Rate Contract. Further, the same may be extended for period of another 3 months with mutual consent.

4. TECHNICAL SPECIFICATIONS OF LED LUMINARIES

4.a). LED Packages:

- i. Identical Ceramic Base High-Power single chip LED Packages, quoted below, are to be used in all lamps of any given wattage rating (Make, Order Code/Part Number, Operating current and LUMINOUS EFFICACY at OPERATING CURRENT). Any changes in parameters of LED Packages, w.r.t the details given by the bidder in the technical bids, will be treated as changes in design and such changes are allowed only with prior written concurrence of EESL. EESL reserves the right to accept the changes in design proposed by bidder post-award, if any, subject to Type Test for change in design as brought under Clause Quality Plan and Pre-Dispatch Inspection.
Note- Multi Chip. array, multi die, mid power, integrated arrays and COB type chip are not permitted and supply offered with this type of chip will be rejected.
- ii. Operating current of LED (design): $< 70\%$ of rated maximum forward current, limited to a minimum of 350 mA and maximum of 1000 mA.
Bidder to mention the details of Make and Order Code/Part Number of LEDs along with design operating current.
- iii. Wattage / Luminous efficacy rating:
 1. Wattage of LED Package- Design: One Watt Minimum to Five Watt Maximum
 2. Wattage - at operating current: One Watt Minimum to Three Watt Maximum
 3. Luminous efficacy: ≥ 150 Lumens/watt (at operating current (design) and $T_j = 85^\circ\text{C}$).

Bidder to specify number of LED Packages which will be provided in each Street Light wattage (to be mentioned for each Street Light rating) along with the wattage and luminous efficacy of LED at operating current & $T_j = 85^\circ\text{C}$.
- iv. Colour Rendering Index (CRI) : ≥ 70
- v. Correlated Colour Temperature (CCT): 5000K & 5700K Bin Only (ANSI).
One bidder can use only LEDs from one Bin. Supplies from outside these ANSI Bins shall be rejected.

- vi. Estimated Life span of LEDs: > 50,000 hours (at operating current(design) – Ref 1.b, Case Temperature of 105 deg C w.r.t Lumen maintenance of 70%, refer Clause 4 and 10.2 of IS:16103).
- vii. Limits of the harmonic current to be as per IS: 16102 (Part 2): 2012 and IEC 61000-3-2 with Total Harmonic Distortion < 10% for the complete fixture.
- viii. LED Chip shall compliance to IES: LM-8-/IS:16106 (Approved method for measuring lumen maintenance of LED light sources and LED lumen depreciation time to L70) Test report for same should be submitted.

Note: COB type LED chip is not acceptable.

4.b). Street Light:

- i. Wattage rating : As per BOQ under Annexure-A
Bidder to mention the design wattage of Street Lights offered.
- ii. Lumen output: As per BOQ under Annexure-A
Bidder to mention the design Lumen output of Street Lights offered.
- iii. System Efficacy (lumen/watt) : 120 lumen/watt (minimum) for less than or equal to 60W LED SL/FL and it should be minimum 130 Lumen/watt for more than 60W LED SL/FL.
Refer Annex-A for meeting the Minimum System Efficacy requirement considering the Maximum Wattage (Including BIS Tolerance) & Minimum Lumen Output (Including BIS Tolerance) for individual wattages wise fixtures.
- iv. Operating voltage: 110 - 320V with cut-off protection and self-restart feature in case of over/under-voltage and phase-to phase voltage (High-Low Cut). If high-low cut-off protection is not provided, the Driver should be with a constant light output for a operating range of 140 v - 270 V and should be able to withstand 110 V-320 V for 48 hrs and withstand 440 V for 48 hours- Light should be operational within 100 V - 300 V range.
- v. Driver:
 - The Driver must have thermal protection against 75 °C Ambient temperature with internal surge protection of minimum 6 KV. After 75 °C the SPD shall be working and it should fall back to safe mode. Compliance to EN 55015 , EN 61547 (component levels only).
 - O/p current ripple <5%
 - Isolated Driver
 - Thermal Protection limit TC + 15C, o/P current reduction by 15%
 - The driver should be epoxy/ silicone/epoxy-silicone compound potted encapsulated within the light fixture that has separate optical & driver compartments. The fixture, with the encapsulated driver inside, must be IP-66 compliant. Asphalt based Potting compound is accepted but ONLY ASPHALT is not accepted. The potting material used should be flame resistant and be able to withstand operating field temperatures of above 100 deg C & the compound used should be silicone or technical equivalent in moisture- resistance and insulation resistant to prevent flash-over and leakage current. The compound should be designed such that it provides good thermal dissipation, Sound deadening, Moisture resistance, adhesion & electrical insulation.

- Bidder has to ensure to meet all Driver Reliability tests as per RfP. Bidder also to provide spare drivers quantity equal to 5% quantity of the supplied lights quantity with each supply. For CRS registration, copy of application or undertaking of having applied/ intent to apply, to be submitted as proof, at the time of bid submission.
 - Fully Potted (epoxy/ silicone/ epoxy-silicone compound or equivalent) encapsulated universal electronic driver Registered under the Compulsory Registration Scheme (CRS) (Complied with Sr. No-25: DC or AC supplied Electronic Control Gear for LED Modules (Applicable IS: IS 15885 (Part-2/Sec-13):2012. & IS – 16104 for Performance).
 - The Driver must have thermal protection against 75 °C ambient temperature with internal surge protection of minimum 6 KV.
 - Luminaire along with driver should be IP-66 Compliant.
- vi. Serviceability of LED Luminaire: The driver should be replaceable at site if required. Bidder to provide necessary training to workmen of implementation agency, at the time of supplies and during the contract period.
- vii. LED Driver Efficiency: The efficiency shall be as follows:
for wattage greater than 60W; Nominal efficiency should be minimum 90% and less than 60W efficiency should be Minimum 88%.
- viii. LED Streetlight Validation Test Plan: Bidder may submit internal test reports at the time of bid submission. Original NABL accredited third party laboratory test reports should be compulsory submitted before issuance of LoA for all the test requirement as per RfP.
- | | |
|-----------------------|---------------|
| ix. Frequency | : 50Hz +/- 3% |
| x. Power factor | : > 0.95 |
| xi. CRI of Luminaries | : > =70 |
- xii. **Housing:** Pressure die cast aluminum alloy for guising (heat sink) for affective thermal management, sturdiness, excellence corrosion resistance, separate optical and control gear compartment and top opening for easy maintenance. i.e. The luminaries or designed in a way that there are two separate compartment one for optical assembly and another one for control gear compartment. Top maintainable control gear compartment ensure faster maintenance of drivers without compromising on optical compartment protection against water and dust (IP). Finishing of housing shall be polyester powder coated grey after phosphor chromate treatment.
- xiii. LED shall be mounted on heat sink conductive aluminum with fins to dissipate the heat to ambient air for affective thermal management.
- xiv. Length of LED Luminaire Cable: The length of the three core shielded supply cable for all types of LED luminaires must be minimum of 3 meters.
- xv. Ambient Temperature : -10 to +50 Deg. C
- xvi. Degree of protection (as per IS:10322) : IP-66 across all wattages

(Original third party test report from NABL accredited lab/International Lab of equivalent accreditation supporting the same shall be furnished at the time of the bid submission). Necessary Guarantee & Warranty certificate must also be submitted at the time of bid submission. (Only single housing fixtures allowed).

- xvii. Lens/Lens module for LEDs: LED Lights shall be provided with Lenses/Lens modules. Lens should be of material resistant to de-gradation during service, due to atmospheric components, to avoid adverse impact on light output. Lens shall be bolted (and not pasted – However, bolted AND pasted/ snap-fit is acceptable) on to the MCPCB above the chips and the lens should be minimum IK07 impact resistant if it is also used as a lens cover. The type of Lenses suggested to be the following (Applicable for non-dimmable & dimmable LED luminaires). The minimum beam angle to be achieved for street-light applications is 135° along the road and 85° across the road:

1. For 40 W LED street Light and lower – Type 1
2. For above 40 W LED streetlight and below 130 W LED street Light – Type 1 OR 2
3. For above 130 W LED streetlight and below 200 W LED street Light – Type 3
4. For High Bay and Flood Light application of 120 W to 160 W – Type 4
5. For High Bay and Flood Light application of above 160 W – Type 5

All the above types as per IESNA for street lights.

The manufacturer is required to meet the uniformity requirements as per table given below under all circumstances.

- xviii. Cover Glass / Lens Cover: Glass - Distortion free, clear, heat resistant, toughened, UV stabilized glass; Lens Cover – Lens should be of material non-degradable during service, due to atmospheric components, to avoid adverse impact on light output.
- xix. Cover Frame: Tempered protective custom molded polycarbonate diffuser, thermal shock and impact resistance (IK-08) fixed to the housing by means of SS309 stainless steel screws.
- xx. Internal Voltage Surge protection: Relevant clause of internal surge protection in the tender may be referred.
- xxi. Applicable Standard: IS:16107 read along with relevant IS Standards referred to within IS:16107.
- xxii. Life of the Street Light: Minimum 50,000 hours (Refer Clause 10 of IS:16107(Part2/Sec 1).
- xxiii. Luminaire Body Temp should not exceed 30 deg. C from ambient (45 deg. C) with tolerance of 10 deg C after 24 Hrs. (Original third party test report from NABL certified laboratory/International Lab of equivalent accreditation must be submitted at the time of the bid.)
- xxiv. Heat Dissipation/Heat Sink: INSITU/Thermal Test will cover this parameter. Manufacture must submit design/ drawing indicating maximum temperature point on

LED array. This value shall not exceed junction temperature of $T_j - 85^{\circ}\text{C}$ (Specified in LM 80 report at which life >50000 hrs.).

xxv. Manufacturer shall submit the Photo Biological Safety Test Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 — Ed. 1.0 at the time of the bid.

xxvi. Damage of Light Fittings due to Lightning voltage surges:

In case of voltage surges due to lightning, it is expected that lights, in the affected circuit, will fail in a group and not in an isolated manner. Hence, any such failure of lights in a group on account of Lightning surges, may be reported to the customer, along with circumstantial evidence preferably within 48 hours of such occurrence, for the purpose of damage claim. The responsibility for submission of supporting documentation rests with the successful bidder and the role of EESL shall be limited to facilitation of presentation of such claims by successful bidder to ULB/PSU/Discom.

xxvii. Protection from Voltage surges (SPD) :

Bidders must provide appropriate surge protection arrangement, at each Street Light, to protect the Street Light from switching surges, which are expected/prevalent in Street Light supply networks in India. No claim for failure of Street Lights, on account of voltage surges other than Lightning surges, will be considered.

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 25 pulses of each 20KV/10KA in all three modes L-N, N-E & L-E i.e total 75 pulses of 20 KV with 2 Ohms source impedance for the 10KA current to be separately installed (fixed with screws) within each fixture with IP protection for incoming and outgoing wires on SPD and Light. 2 Ohm source impedance for L-N, 12Ohm for L/N-E. Max Voltage protection level L-N = 1.5KV; L/N-E = 2.5KV. SPD should offer surge protection to both driver & IoT Nodes

Alternatively, Bidder may provide external SPD inside the driver compartment or special enclosed compartment adjoining the driver compartment or adjoining it with proper fixing (bolting / DIN rail arrangement) for SPD inside. The same shall be certified from independent lab and follow IEC 62305 & IEC 61643-11-2011. Successful Bidder is responsible for right selection of SPD and for providing the Test Certificate of the selected SPD from a NABL Certified Indian/ EPA Certified International Lab at the time of Bid. Successful Bidder is also responsible for getting coordination testing for selected SPD carried out and submit original reports signed by authorized signatory of the SPD manufacturer before start of supplies. The SPDs should be designed and so connected to the street light that in case the SPD fails, the power connection to street light is cut-off.

xxviii. Protection from Over Voltage:

The Street Lights should have constant light output for 120 V to 270 V range and shall be suitable for operation within the input supply voltage range of 100-300 V specified. Bidder is also responsible for providing all lights with over/under-voltage protection as well as cut-off and re-start feature in case of phase-to-phase voltage which protects

the light from high voltage (High-Low cut). If High-low cut is not provided, the light should have a constant light output for a operating range of 140 v - 270 V and should be able to withstand 110 V-320 V for 48 hrs and phase-to-phase voltage (440 V) for a period of minimum 48 hours. - Light should be operational within 100 V - 300 V range.

xxix. Fixing arrangement / Focusing of the Street Lights:

Bidders should make suitable provision/adaptors/adjustment in LED street lights housing suitable on bracket/pole top of existing Pole infrastructure during installation/ replacement/ maintenance to ensure that major portion of light from Street Light is reasonably focused on to the center of the road and not outside the road. Charges for the tiltable adaptor shall be included in the quoted price. Any supplies without this adaptor shall be rejected.

xxx. Tilt-able adapter for adjustment of boom angle (0° - 90°) which shall fit to any size of the arm. Supplies without tilt able adaptor, mounted on light housing, shall be rejected.

xxxi. Pole entry/Retro Fitting: suitable for fixing in existing lighting pole with bracket and locking bolt & Nut.

xxxii. Wiring Connections: Considering the frequent connection/wire joint failures, in case of Street Lights connected to Overhead Aluminum Conductors of supply network in the past from some of the locations in general and coastal areas in particular, special focus is required to be given in this regard to avoid high number of connection/joint failures which may lead to high number of non-glowing lights on this account and associated maintenance issues (delays and cost) which are avoidable.

Successful bidder shall obtain the details of existing wiring arrangement i.e., either use of aluminum wire from O/H conductor to Street Light or aluminum wire from O/H conductor jointed to copper wire from Street Light. Successful bidder is advised to decide, based on their experience, information and assessment on the connection arrangement, between LED Lights to overhead aluminum conductors of supply network, to be adopted. The probability of connection/joint failures in the place of each type of existing connection arrangement, considering the issues such as susceptibility of aluminum wire to snapping, possibility of corrosion failures of aluminum wires in coastal areas wherever applicable, reported problem with aluminum to copper joints, etc. may be considered before finalizing the connection arrangement. LED street lights shall be supplied pre-fitted with SPD from factory along with the suitable wire, glands, crimped ferrules/thimbles/connectors (for Copper-to-Copper connections) and bi-metallic connectors on supply/ phase jumper-side as per the connection arrangement decided by the successful bidder. The sample connection arrangement, as specified above, need to be shown by vendors on actual lights to EESL at the time of pre-bid. Supplies offered without specified wire length, SPD, tilting arrangement and without bi-metallic 3-wire terminal to accept 3 sq mm wire, shall be rejected.

- xxxiii. The Luminaire casing shall carry EESL labels in EESL approved requisite sizing as to ensure clear visibility from the ground level below the light (i.e. from a vertical distance of 6-12 M).
- xxxiv. Each Street Light casing shall be provided with a unique serial number to be engraved or embossed on the enclosure of LED Street Light.
- xxxv. EESL reserves the right to ascertain conformance to IS:1944 w.r.t Illumination levels, where Road-Pole configuration is meeting NLC. Light Uniformity Ratio (Emin/Eavg) shall be as per IS 1944 based on category of road. EESL shall evaluate the performance of offered lights with the IES Files generated and those Bids with non-complying fixtures are liable to be rejected.
- xxxvi. The Street Light shall be built in such a way that it can withstand wind speed of 150 Kmph. NABL accredited lab report as per IEC/ES: 62262:2002 or International Lab of equivalent accreditation supporting the same shall be furnished by the manufacturer. (Impact resistance \geq IK07).
- xxxvii. Variation in Driver output (Voltage & Current) at 110V and 320V w.r.t values at rated Voltage of 240V shall be within permissible limits as per IS: 16104(Cl: 7.2).
- xxxviii. All raw materials shall confirm to the National Lighting Code SP72: 2010.
- Note: It mandates manufacturers of these products to get the product tested from BIS reorganized labs and subsequently apply for registration from BIS. Once the manufactures are registered with BIS under its registration scheme the manufacturer is permit to declare their articles confirm to the Indian Standards and put the standard mark notified by the Bureau.*

ANNEXURE-A: Bill of Quantity (BOQ) for LED Street Lights

| Minimum Technical Requirement for Offered LED Street Lights | | | | Quantities of LED Luminaires to be Supplied |
|--|--|---|---|--|
| Sr. No | Conventional Streetlight Fixtures to be Replaced*** | *Rated Lumen Output requirement for LED Luminaries (+/- 10% tolerance in total output) | Maximum Upper Wattage Limit for LED Luminaires (Including BIS Tolerance) | Quantities of LED Luminaires to be supplied |
| 1 | LED Streetlight fixture to replace 100W ICL/ | 2376 Lm | 18W LED SL | 6,62,602 |
| | 36W T5/ 40W T5/ | | | |
| | 40W FTL/ | | | |
| | 35W/36W/40W/45W CFL | | | |
| 2 | LED Streetlight fixture to replace 200W GLS/ | 4224Lm | 32W LED SL | 16,751 |
| | 70W/72W/75W/80W/85W CFL/ | | | |
| | 70W HPSV | | | |
| 3 | LED Streetlight fixture to replace 200W GLS/ | 4620 Lm | 35W LED SL | 217,650 |

| | | | | |
|---------------------------|--|----------|-------------|------------------|
| | 70W/72W/75W/80W/85W CFL/ 70W HPSV | | | |
| 4 | LED Streetlight fixture to replace 96W/ (4 X 24W) T5/ 90W/100W/(4 X 24W) CFL/ 85W/(100-120)W HPSV/ 125W MV/ | 5940 Lm | 45W LED SL | 1,136 |
| 5 | LED Streetlight fixture to replace (2 X 96W) CFL/ 150W HPSV | 10010 Lm | 70W LED SL | 173,362 |
| 6 | LED Streetlight fixture to replace 200W/240W/250W HPSV/ 250W MH | 15730Lm | 110W LED SL | 64,331 |
| 7 | LED Streetlight fixture to replace 250W HPSV/ 250W MH/288W MV | 20020 Lm | 140W LED SL | 1082 |
| 8 | LED Streetlight Fixture to replace 250W HPSV | 27170Lm | 190W LED SL | 332 |
| TOTAL FIXTURES- SL | | | | 11,37,246 |

Bill of Quantity (BOQ) for LED Flood Lights

| Minimum Technical Requirement for Offered LED Flood Lights | | | | Quantities of LED Luminaires to be Supplied |
|--|---|--|--|---|
| Sr. No | Conventional Flood Light Fixtures to be Replaced*** | *Rated Lumen Output requirement for LED Luminaires (+/- 10% tolerance in total output) | Maximum Upper Wattage Limit for LED Luminaires (Including BIS Tolerance) | Quantities of LED Luminaires to be supplied |
| 1 | LED Flood light fixture to replace 200W/240W/250W HPSV/ 250W MH | 15730Lm | 110W LED FL | 1,439 |
| 2 | LED Floodlight fixture to replace 400W/480W HPSV/400W Mini HM/400W HM/400W/500W/576W MH | 27170Lm | 190W LED FL | 14,383 |

| | |
|--------------------------|---------------|
| TOTAL FIXTURES-FL | 15,822 |
|--------------------------|---------------|

Grand Total (11,37,246SL+15,822FL)= 11,53,068nos. (i.e. 11.53LAKHS)

Stage wise Quality Check Test for Successful Bidder: Pre-Dispatch/During Installation

| Sl. No. | Test Details | Sample Qty. / Test Condition |
|----------------|---|-------------------------------------|
| 1 | Lighting testing 1. Electrical (System Power, Power Factor, Supply Current) and Photometric (System Luminous Flux, System Efficacy) and Colorimetric (CCT, CRI, Co-Ordinate) measurement as per IS/16106 : 2012 | 1 |
| 2 | Illuminance (Uniformity Verification (using IES file data) as per tender | |
| 3 | Lighting testing, Operating Voltage Range and Test for Constant Light Output as per tender | |
| 4 | Lighting testing, Measurement of Supply Current Total Harmonic Distortion (THD) as per tender | |
| 5 | Lighting testing, LED Driver Current and Efficiency as per tender | |
| 6 | Lighting testing, Thermal IN SITU test (luminaire body, Led shoulder point and LED driver case temperature) for 24 hrs as per tender | 1 |
| 7 | Lighting testing, Type testing as per IS 10322 Part-5 Section-3/ IEC-60598-2-3(include Safety, Reliability, IP tests) | |
| 8 | Lighting testing, Surge Testing at 4kV as per tender | 1 |

NOTE: -

1. Field Samples will be taken in presence of Vendor during the implementation of project and will be signed by vendor at same place.
2. EESL or their authorized representative is free to draw samples after start of supplies from the supplied quantity and subject the same to test in a NABL Accredited Lab/International Lab of equivalent accreditation. EESL will absorb the cost of testing of such sample. The decision of EESL on the same shall be binding on the vendor. Failure of the sample will invite strict penalty and disqualify the vendor from future tenders.
3. EESL is also at liberty to inspect the Works of the bidder to assess Manufacturing Capacity, Quality Assurance Systems, input components and raw material quality along with finished product performance testing. Equivalent International Standards shall be applicable for International Bids in place of IS Standards as and where mentioned in the Bid document.
4. Cost of Sample Test to be borne by Bidder.

Annexure – B

| Reliability Test Checklist | | | | | |
|----------------------------|--------------------------------------|---|--|---|---|
| | Test Description | Reference standard | Test condition with driver installed in fixture | | Acceptance Criteria |
| | | | Condition | Duration | |
| 1 | Electrical Parameters Test | IS16104 has been used as reference only. The acceptance criteria are customized for the intended application | @ 25 degrees Ambient; Startup voltage to be recorded; Performance Voltage Range +/- 15% of Rated Voltage of 240 Volts. | 15min stabilization time, followed by the recording of parameters | |
| | a. Driver Efficiency | | | | for wattage greater than 60W ; Nominal efficiency should be minimum 90% ; and less than 60W efficiency should be Minimum 88% |
| | b. THD | | | | <10% |
| | c. Power Factor | | | | >0.95 |
| | d. Output Current | | | | +/- 5% of rated current |
| | e. Ripple Current | | | | Below 60 Watts +/- 30% of rated output current, >60 Watts +/- 10% of rated output current |
| 2 | Low Temperature Ignition Test | N/A | Fixture to be kept at @ -15°C for 2 hours in off condition and then switched on @ Voltage of +/- | 2hrs is in off condition for stabilization Total Time 2 hrs 30Min | Fixture should Glow. |

| | | | | | |
|---|--|--|--|--|--|
| | | | 15% of Rated Voltage of 240V | | |
| 3 | Over Voltage Application Test | N/A | V-input @ 320V input and 50 degrees ambient for 48Hrs | Test time 48 hours Total Time 50Hrs | Product should not fail and should continue to give its rated performance after the end of the test. |
| 4 | Over Voltage Cut Off | N/A | V-input @ 320V, gradually increased to > 325 Volts; This test should be performed immediately after the over voltage application test. | If done separately from the overvoltage application test, 30min stabilization time @ 50degrees, followed by gradual change of voltage. | Fixture should go off above 325 Volts with auto restart between 300 Volts to 315 Volts |
| 5 | Phase to Phase Protection Test | N/A | 440Vac @ 35°C | 8hrs Total Time 9 Hrs | Product should not fail and should continue to give its rated performance after the end of the test. |
| 6 | Under Voltage Test | N/A | @100V @50°C | Test time 48 hours Total Time 50Hrs | Product should not fail and should continue to give its rated performance after the end of the test. |
| 7 | Surge Test | IEC 61000-4-5 | As per standard; 5 pulses in each mode (L-N, L-E, N-E), at each phase (90°[+] & 270°[-]) | 30sec delay between pulses; typical time taken 30min | Product should not fail below 4 KV Surge in Common Mode and Differential Mode |
| 8 | Thermal protection test for products of 40 watts and above. | Acceptance criteria is customized for intended application | Driver to be stabilized @ Max declared TC for 3 hours with incremental of 5 degrees intervals every 3 hours thereafter | 3hrs stabilization at each temperature point. Total time 10 Hrs | 1. The output power should reach to a value of 85% or less within a band of 15 degrees above declared Tc max. 2. The UUT should regain its original |

| | | | | | |
|---|---|-----|--|--|--|
| | | | | | performance state after the temperature reaches to normal. |
| 9 | Humidity - Temperature test for Driver | N/A | Test only driver in Environment chamber (Load outside chamber). No of Samples - 5 nos. Temperature - 60°C 25°C RH — 85% Biased (Running continuously) | 100 hrs in Environment Chamber Total Test time - 104 hrs. | After the test and conditioning for 4 hrs in room temperature, all drivers should continue to give their rated performance. After conclusion of Humidity Temperature Test, the sample driver should be subjected to internal surge of minimum 4 KV & should work satisfactorily. The report must be submitted at the time of supply of lights. |

5. Documents to be submitted along with BID:

1. A Snapshot Test Report (LM 79 along with THD) from NABL TPL Certified/International Lab of equivalent accreditation for non-time bound tests to be COMPULSARILY submitted either along with the technical bid or in case the bidder is not able to submit report at the time of bid then in that case bidder may submit within 21 days from the date of issuance of LoA in original hard copy for each of the offered wattages/types of LED fixtures. Non-submission of the same within stipulated timeline of 21 days shall attract LD @ 0.5% per week (or part thereof) of the total contract value till maximum 5% of total contract value. However, bidder to ensure that this report shall be submitted on or before the first PDI call and failing which PDI call will be invalid. At the time of technical bid submission, the bidder may ensure to submit TPL test report for all performance parameters as per the Technical Specification. Alternatively, the bidder may submit their own internal test reports in original duly signed and stamped by the Quality Head. No self-declarations of test results shall be accepted for each wattage. Complete test report from NABL certified Third Party Laboratory/ International Lab of equivalent accreditation for both non-time bound as per test protocol mentioned in the RFP may be submitted before start of supply in original hard copy. The time bound test reports in original hard copy as per EESL test protocol i.e. 1000Hrs/2000Hrs till 6000 Hrs. Life Test Reports to be submitted as soon as the same are received from the third party laboratory.

Subsequent to award of contract to successful bidder, if it is found that performance declared by bidder in the test reports is not matched by the test results of light samples drawn by EESL at the time of supply and tested by NABL accredited labs/International Lab of equivalent accreditation to meet RfP specifications, then in such an event, EESL reserves the right to terminate the contract and may impose strict action against bidder.

2. Test certificates : The Test Reports/Certificates, referred to above, shall not be older than 2 years from the date of submission of bid, and should be in original.
3. EESL is at liberty to verify genuineness of Test Reports/ Certificates and other documents submitted w.r.t above.
4. Document identification and sequencing:
 - a. Documents submitted in support of fulfilment of QR - shall be marked at the top, right corner of all pages as QR/Cl.**.*/page no or QR/Notes-**.*/page no.
(** ** Description of QR against which documents submitted)
 - b. Documents submitted in support of fulfilment of Technical Specifications - shall be marked at the top, right corner of all pages as TC/Cl.**.*/page no.
(** ** Description of TS against which documents submitted)
 - c. Clause or Notes refer to the indexing given below under respective heads.
 - d. All the documents shall be placed in the same sequence of the Clauses given below under respective heads.
 - e. EESL reserves right to consider only those documents, which are identified and placed as mentioned in the document, for evaluation purposes.
 - f. Soft copy of documents uploaded – Filenames shall be as mentioned above i.e., Bidder's name in brief-QR-Cl. **. ** Or Bidder's name in brief-QR/Notes-**. **. ** Or Bidder's name in brief-TC/Cl.**. **. (** ** as QR/TC/TS Firm Name/Bidder in Short)
 - g. Original Type Test Reports & third party test report issued by NABL laboratory/ International Lab of equivalent accreditation for compliance with CRS scheme for epoxy encapsulated electronic Drivers must be submitted as applicable under IS: 15885(Part 2/ Sec 13) and IS: 16104 (The Test Reports should bear the NABL License/Authorization marking) COMPULSARILY either along with the technical bid or in case the bidder is not able to submit report at the time of bid then in that case bidder may submit within 21 days from the date of issuance of LoA in original hard copy for each of the offered wattages/types of LED fixtures. Non-submission of the same within stipulated timeline of 21 days shall attract LD @ 0.5% per week (or part thereof) of the total contract value till maximum 5% of total contract value. However, bidder to ensure that this report shall be submitted on or before the material is offered for first PDI failing which PDI will not be cleared.
 - h. Original NABL test report/International Lab of equivalent accreditation for all the tests mentioned in the Reliability test checklist Plan as enclosed in Annexure-B must be submitted in originals along with the bid.
 - i. Coordination test reports and certificates from the SPD manufacturer for suitability of SPD and Light to be submitted along with the bid.

Note: The indexing of technical bid comprising test reports & certificates in the sequence described above is mandatory to be complied. The relevant reference clause(s)/requirement against which the document is being submitted is to be explicitly mentioned along with page number for ease of access & evaluation. Unorganized/Un-labelled/Illegible Bids may not be evaluated.

6. For assessment of compliance with Technical Specifications:

- a. Technical Data Sheet published by LED PACKAGE Manufacturer that should also contain the details of Absolute Maximum Ratings.

And also, Product Data Sheets for all varieties of LED Modules, which form part of Street Lights under subject tender, complying with the requirements under Clause 4.1 of IS:16103(Part 2) shall be submitted.

- b. Test Reports w.r.t LM-80 for LED Package used in their past supplies, issued by international Laboratories appearing as accredited Laboratories under US Environment Protection Agency or NABL accredited laboratories. The Test Reports should bear the EPA/NABL License/Authorization logo/marking. The Report should support the details as per Technical Specifications.

In case the Life estimate given in the Test Report, is at a CCT value/grade differing from the CCT as given at Technical Specifications, certification regarding applicability of Life estimates at CCT as given at Specifications at “a (v.)” of Technical Specifications shall be provided by Laboratory/in the form of any supporting documents.

- c. Type Test Reports / Test Reports w.r.t LM-79/IS:16106/IS:10322 for the LED Street Lights covered under their past supplies, issued by NABL accredited laboratories/ International Lab of equivalent accreditation (The Test Reports should bear the NABL License/Authorization marking/Authorization marking of International Lab of equivalent accreditation).
- d. Type Test Reports / Test Reports w.r.t LM-80/IS:16107/IS:16103 for LED Modules/Street Lights of their past supplies, issued by NABL accredited laboratories/ International Lab of equivalent accreditation (The Test Reports should bear the NABL License/Authorization marking/ Authorization marking of International Lab of equivalent accreditation). The Report should cover the details at 2.p of Technical Specifications as well as the requirements under Clause 4.2 of IS:16103(Part 2) w.r.t estimated life time.

In case any of the bidders are not able to submit the same at the time of the issuance of LoA, EESL reserves the right to relax the same but the successful bidder shall submit the same during execution stage as per the directions of EIC.

- e. W.r.t ‘c’ and ‘d’ - Type Test Reports and other Test Certificates submitted should contain the Sl.no. and Batch No of LED Street Lights, LOA Ref and Customer’s details and critical parameters of Design specifications covered under Clause 1 & 2. EESL reserves the right to accept the bids with the Test Reports not containing the LOA Reference and Customer’s details.

- f. Electronic driver to be used for all wattages should be categorially Class-I type and must be fully potted (epoxy/silicone/ epoxy silicone compound or equivalent) encapsulated universal electronic driver registered under the Compulsory Registration Scheme (CRS) (Complied with Sr No 25: DC or AC supplied Electronic Control Gear for LED Modules (Applicable IS: IS 15885 (part-2/Sec-13):2012 & IS-16104 for performance). Class-II Electronic driver shall not be accepted.
- g. 2. The Driver must have thermal protection against 75 °C ambient temperature with internal surge protection of minimum 6 KV.
- h. 3. Luminaire along with driver should be IP-66 Compliant.

DIALUX

DIALUX REPORTS for each of the LED Street Lights offered and for the corresponding Conventional Street Lights being replaced for the following Road-Pole configurations must be compulsorily submitted at the time of the bid submission:

| Sl. No. | Description | | | | | | | | | | |
|---------|---------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 1 | Category of Road | A1* | A1 Cat 2 | A1 Cat 1 | A2 | B1 Cat-2 | B1 Cat-1 | B2 Cat-2 | B2 Cat-1 | B3 | B4 |
| 2 | Pole configuration | Twin pole on median | Twin pole on median | Twin pole on median | Twin pole on median | Single pole on side verge | Single pole on side verge | Single pole on side verge | Single pole on side verge | Single pole on side verge | Single pole on side verge |
| 3 | Lamp height from road surface (meter) | 12 | 11 | 9 | 7 | 7 | 6 | 6 | 5 | 4 | 3 |
| 4 | Pole span (meter) | 36 | 33 | 27 | 25 | 22 | 20 | 18 | 18 | 15 | 10 |
| 5 | Road width (meter) | 12 | 11 | 9 | 7 | 7 | 6 | 5 | 5 | 4 | 3 |
| 6 | Median (meter) | 1 | 1 | 1 | 1 | NA | NA | NA | NA | NA | NA |
| 7 | Street light arm length (meter) | 2 | 1.5 | 1.5 | 1 | 1 | 1 | 1 | 0.5 | 0.5 | 0.5 |

| | | | | | | | | | | | |
|-----|--|-------|-------|-------|------|------|------|------|------|------|------|
| 8 | Boom angle (degrees) | 0-15 | 0-15 | 0-15 | 0-15 | 0-15 | 0-15 | 0-15 | 0-15 | 0-15 | 0-15 |
| 9 | MINIMUM Average Lux level (Lux) required throughout project life | 30 | 30 | 30 | 15 | 8 | 8 | 4 | 4 | 4 | 4 |
| 10 | MINIMUM Uniformity (Emin / Eav) required. | 0.4 | 0.4 | 0.4 | 0.4 | 0.4 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 |
| 11 | Lanes to be considered (on each side of median) | 3 | 3 | 3 | 2 | 2 | 2 | 1 | 1 | 1 | 1 |
| 12 | Distance of poles from road to be considered(m) | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 1 | 1 | 1 | 1 | 1 |
| 13. | Max Wattage of Offered LED Luminaire (Including BIS Tolerance) | 190 | 140 | 110 | 70 | 45 | 35 | 24 | 18 | 15 | 10 |
| 14. | Minimum Lumen Output Required (Including BIS Tolerance) | 23000 | 16000 | 13500 | 8000 | 500 | 4000 | 2700 | 2000 | 1800 | 1200 |

Other Dialux design variables to be considered for BOTH above options:

1. Luminaire classification according to CIE: 100
 2. CIE flux code: 38 77 98 100 100
 3. Street Coating: tarmac: R3, q0: 0.070
 4. Uniformity coating on wet roadways: W3, q0: 0.200
 5. Average age of observer = 23 years
 6. All surface reflectance = 0 (Disabled)
-

Lighting design related inputs

1 set of Dialux reports are required to be submitted at the time of the bid submission for each wattage & road type as under:

- Dialux report considering **Light Loss factor of 0.70** (required to know Lux level & uniformity over the entire project period)

EESL reserves the right to ask the bidder/s actual trial/demonstration (before opening the price bid). Technically qualified bidder/s may be asked to practically achieve Lux level and Uniformity AS PER DIALUX REPORT.

Note:

- The luminaire should comply with L70 standard for lumen maintenance at end of 10 years of operation.
- EESL has given 3 standard road-pole configurations to Bidders to enable them to prepare the Dialux report as per the road parameters and COMPULSORILY submit ORIGINAL hard copy and soft copy for our perusal at the at the time of the issuance of LoA.

DIALUX Reports, as mentioned above shall be submitted for the following:

- LED luminaires with Lenses

Test certificates: The Test Reports/Certificates, referred to above, shall not be older than 6 months from the date of submission of bid, and should be submitted original hard copy.

Reference Standards:

- a. IS: 16107 – Street Lights Performance – Part 1 : General Requirements; Part 2/Sec 1 : Particular Requirements for LED Street Lights (based on IEC/PAS 62722-2-1(2011) Street Lights performance – Part 2 : Particular requirements for LED Street Light). This refers to: IS: 10322, IS: 16101, IS: 16103, IS: 16106
IS: 16101 – General Lighting – LEDs and LED MODULES – TERMS AND DEFINITIONS.
- b. IS: 16103– LED Modules for General Lighting - – Part 1: Safety Requirements; Part 2 - Performance Requirements (based on IEC 62717 and document 34A/11445/NP ‘LED module for general lighting – Performance requirements’). This in turn refers to IS: 16104 – d.c OR a.c SUPPLIED ELECTRONIC CONTROL GEAR FOR LED MODULES – PERFORMANCE REQUIREMENTS (based on IEC 62384 Ed. 1.1 b: 2011 - DC or AC supplied electronic control gear for LED modules - Performance requirements) and IS: 16108(Biological safety). LED Module and of Street Light – life parameter is covered under IS: 16103(Part-2) which will be equivalent to LM-80 Test.
- c. IESNA LM-79-08: IES Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products - This is covered under IS: 16106 – “Method of Electrical and Photometric Measurements of Solid State Lighting (LED) Products”.
IS: 16106 - does not cover the determination of the performance rating of products, in which individual variations among products should be considered. And also, this refers to IS: 3646(Part 1) only which pertains to “Code of practice for interior

illumination: Part 1 General requirements and recommendations for working interiors”.

- d. IES LM-80-15 - IES Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays and Modules - This is covered under IS:16105 – “Method of Measurement of Lumen maintenance of Solid State Light (LED) sources”.
- e. IS 15885-2-13 (2012): Safety of Lamp Control gear, Part 2: Particular Requirements, Section 13: d.c. Supplied Electronic Control gear for LED Modules [ETD 23: Electric Lamps and their Auxiliaries].
- f. IEC 62471 Ed. 1.0 b:2006 - Photo biological safety of lamps and lamp systems.
- g. IEC/TR 62778 Ed. 2.0 en:2014 - Application of IEC 62471 for the assessment of blue light hazard to light sources and Street Lights
(Assessment of blue light as per IEC/TR 62778 – Ed. 1.0)

7. DETAILS OF LED FIXTURES TO BE PROCURED:

I. LED STREETLIGHT FIXTURES:

| Sr. No | Type of Existing Conventional streetlight Fixture to be Replaced | Type of LED Streetlight Fixtures to be Supplied for Replacement of existing streetlight fixtures |
|---------------|---|--|
| 1. | 100W ICL/ 36W T5/ 40W T5/ 40W FTL/ 35W/36W/40W/45W CFL | LED Streetlight fixture to replace 100W ICL, assorted wattages of tubelight & CFL with wattage upper limit of 18W (including BIS tolerance) & lumen lower limit of 2376Lm (+/- 10% tolerance in total Lumen Output) – For B2 Cat-1 Category of Road |
| 2. | 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV | LED Streetlight fixture to replace 200W GLS, assorted wattage of CFL & 70W HPSV/MH with wattage upper limit of 32W (including BIS tolerance) & lumen lower limit of 4224 Lm (+/- 10% tolerance in total Lumen Output) – For B1 Cat-1 Category of Road |
| 3. | 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV | LED Streetlight fixture to replace 200W GLS, assorted wattage of CFL & 70W HPSV/MH with wattage upper limit of 35W (including BIS tolerance) & lumen lower limit of 4620 Lm (+/- 10% tolerance in total Lumen Output) – For B1 Cat-1 Category of Road |
| 4. | 96W/ (4 X 24W) T5/ 90W/100W/(4 X 24W) CFL/ 85W/(100-120)W HPSV/ 125W MV/ | LED Streetlight fixture to replace assorted wattage of tubelight, CFL, 85W/ (110-120)W HPSV, 125W MV with wattage upper limit of 45W (including BIS tolerance) & lumen lower limit of 5940 Lm (+/- 10% tolerance in total Lumen Output) – For B1 Cat-2 Category of Road |
| 5. | (2 X 96W) CFL/ 150W HPSV/MH | LED Streetlight fixture to replace assorted wattage of CFL & 150W HPSV/MH with wattage upper limit of 70W (including BIS tolerance) & lumen lower limit of 10010 |

| | | |
|----|---------------------------------|--|
| | | Lm (+/- 10% tolerance in total Lumen Output) – For A2 Category of Road |
| 6. | 200W/240W/250W HPSV/ 250W MH | LED Streetlight fixture to replace(200-250)W HPSV/MH with wattage upper limit of 110W (including BIS tolerance) & lumen lower limit of 15730Lm (+/- 10% tolerance in total Lumen Output) – For A1 Cat-1 Category of Road |
| 7. | 250W HPSV/ 288W MV | LED Streetlight fixture to replace 250W HPSV/MH & 288W MV with wattage upper limit of 140W (including BIS tolerance) & lumen lower limit of 20020 Lm (+/- 10% tolerance in total Lumen Output) –For A1 Cat-2 Category of Road |
| 8. | 250W HPSV | LED Streetlight fixture to replace 250W HPSV/MH & 288W MV with wattage upper limit of 190W (including BIS tolerance) & lumen lower limit of 27170Lm (+/- 10% tolerance in total Lumen Output) –For A1 Cat-2 Category of Road |

II. LED FLOODLIGHT FIXTURES:

| Sr. No | Type of Existing Conventional Floodlight Fixture to be Replaced | Type of LED Fixture to be Supplied for Replacement of existing fixture |
|--------|--|---|
| 1. | Upto 250W HPSV / MH conventional floodlight fixtures(Category – 1) | LED Floodlight fixtures to replace upto 250W HPSV/MH conventional floodlight fixtures with wattage upper limit of 110W (including BIS tolerance)& lumen lower limit of 15730Lm (+/- 10% tolerance in total Lumen Output) |
| 2. | 400W/480W HPSV/ 400 Mini-HM/ 400 HM/ 400W/500W/576W MH | LED Flood light fixture to replace assorted wattages of HPSV & MH, 400W Mini-Mast, 400W High Mast with wattage upper limit of 190W (including BIS tolerance) & lumen lower limit of 27170 Lm (+/- 10% tolerance in total Lumen Output) |

8. Price basis:

For guidance, it is clarified that charges for the following are considered as part of the prices quoted.

- Design, Manufacturing, Testing, Supply & transportation, transit Insurance, Loading and unloading Storage Handling Accounting (including reverse supply chain) of LED streetlights being retrofitted.
- The supplier is responsible for supply of new fixtures within stipulated time-frame
- Additional, buffer stock of Lights & Spares (SPDs & drivers).
- Cable/wire (Phase and neutral), minimum 3 meters per light, for connections.
- Tilt able adapter for adjustment of boom angle (0° - 90°).
- Charges for all activities and supply of materials to be carried out under annual warranty for a period upto 7years from the date of completion of installations as certified by respective ULB/PSU/DISCOMs and EESL.
- Storage and handling is in scope of bidder till the supplies are handed over and accepted by EESL representatives. Once material is handed over to EESL with

acknowledgement taken, the storage and handling of supplied lights is no longer the responsibility of bidders.

- h) Cost which may be incurred for compliance / fulfilment of all statutory requirements as per applicable laws/regulations including provisions under SAFETY specified under Scope of work w.r.t man power deployed, licenses etc..
- i) Charges for Type Tests carried out at NABL Accredited Laboratory/International Lab of equivalent accreditation shall be borne by the Bidder until one successful instance of testing, for Street Light of each wattage & design and for additional Street Lights in case of change in design as explained under Clause 10. The report of the same set of lights should be re-validated after each 3 months.
- j) Cost of selection and supply of SPD as per tender spec including cost of coordination testing with Street Lights
- k) Charges for any other activity which is required to be performed to achieve completion of all activities under the scope of work unless other-wise excluded in writing as part of LOA provisions.

9. Guidelines to the Bidders - Walk through survey for analysis of existing infrastructure at ULBs while submitting bid:

While submitting the bid, to select the right electrical, mechanical and photometry design of LED street light, it shall be the responsibility of the bidder to analyse the existing infrastructure as available at the project areas through visits to understand the existing electrical distribution network, streetlights installations, type of connections, special features of the existing network, type of poles, switching arrangements including local resources – contractors, availability of ladder mounted vehicles/hydraulic cranes, local ambient conditions which have impact on operation and maintenance of the LED Street Lights and their connection arrangements, etc. It is the responsibility of the bidder to acquaint themselves on the field conditions for offering the right LED light design, before submitting the bid.

10.EVALUATION CRITERIA

- 1) The bids shall be separately evaluated as per RFP Terms & Conditions.
- 2) Price Bid's evaluation will be carried out based on the unit rate for each wattage of street light with 7years warranty quoted by each bidder.
- 3) Every bidder must quote all the wattages/item as mentioned under-price table.
- 4) Price Bids shall be opened for all the wattages simultaneously.
- 5) The bidder with the lowest rate/price of each wattage/item shall be designated as the lowest bidder (L-1) for that respective wattage/item.
- 6) L1 (lowest price/rate) will be arrived from the total amount (Column H of price bid table at Annexure-III of Rfp) for each wattage of Street light supply with 7 years warranty.

- 7) The bidder needs to fill-up only one field (Column E of price bid table), i.e, unit rate for supply on FOR destination basis and rate for 7 years warranty (Column F) shall be automatically calculated in the price table as 35% of the unit price of LEDs quoted at Column E of price bid table (i.e. @ flat 5% per year for 7 years). Illustrative format & notes are enclosed at Annexure-III of Rfp.
- 8) A maximum of four (4) firms (including L-1) of each wattage of streetlights supply are proposed to be engaged on parallel Rate Contract-basis, and the bifurcation of quantity among the L-1 and other bidders in the ascending order of their originally quoted price (i.e., L-2, L-3, L-4 bidders) shall be as follows:
- | L1 | L2 | L3 | L4 |
|-----|-----|-----|-----|
| 40% | 30% | 20% | 10% |
- 9) To achieve the above objective, the L-1's price shall be offered to the L-2, L-3, L-4 bidders to match the price agreed with the L-1 bidder. In case any of these bidders refuse/s to match the L-1 price, remaining bidders in the ascending order of their originally quoted price shall be offered the chance to match L-1's price.
- 10) All such bidders, subject to maximum of four, shall also be issued with the RC Order.
- 11) In case, the firms issued with RC Orders are unable to deliver the quantities as required, or falter in performance of the contract, EESL reserves the right to terminate the contract and approach other firms at the risk and cost of the defaulting supplier. Further, this right is without prejudice to the other available rights of EESL under the law.
- 12) It will, however, be the sole discretion of EESL to award the quantity irrespective of the band provided above, depending upon various factors, including the bidder's capacity, as assessed by EESL. In case, RCs are required to be placed on MSEs as per Public Procurement Policy for Micro and Small Enterprises (MSEs), provisions as mentioned at Annexure- II of Rfp shall be followed.
- 13) Please note that tender conditions applicable for MSEs and start-ups are mentioned at Annexure-II of Rfp.

11.Payment Terms

1. **On Supply: Payment @ 100% of Part E (i.e., Supply cost) of price bid table enclosed at Annexure-III of RfP with 100% of GST** within 60 days of receipt of the supplier's tax invoice at EESL office with receipt acknowledgement, signed and stamped by authorized representative at designated stores location along with submission of Material Receipt Acceptance Voucher (MRAV).
The payment shall be processed upon receipt of following:
 - a. Acknowledgement of LOA/NOA and signing of Contract Agreement.
 - b. Submission of Project Implementation plan duly accepted by Engineer-in-Charge (EIC), EESL.
 - c. The supplier shall provide Contract Performance Guarantee (CPG) equivalent to 10% of total contract value to EESL within twenty-eight (28) days of receipt of the LOA.

- d. Submission of Product Clearance Report as per tender conditions duly certified by representative of EESL.
- e. Submission of material dispatch clearance certificate (MDCC) as per tender conditions duly certified by representative of EESL, if required.
- f. Submission of verified Proof of Delivery/MRAV.
- g. Submission of original supply Invoices/Bills duly verified/certified by EESL representative along with proof of delivery.
- h. If the invoice is incomplete, i.e., without complete set of documents then payment due date will start from the date of submission of all necessary documents.
- i. Successful Bidder shall provide 5% of supplied/invoiced lights which are found in functional condition at the time of delivery along with 5% Drivers and 5% SPDs shall be considered as buffer/spares, which will be utilized during maintenance process. These 5% lights, 5% Drivers and 5% SPDs shall not be counted towards payment to vendors from EESL and shall be considered as free of cost (FoC).

2. Conditions of Payment:

- a) The Agency must submit all the documents/reports as per the deliverables of this tender document. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by EESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions.
- b) The payment shall be processed only upon receipt of (i) Acknowledgement of LoA/NOA and signing of contract agreement; (ii) submission of CPG as per tender documents in addition to deliverable documents.
- c) Agency will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by EESL Officer in charge (OIC) or its authorized representative.
- d) The payment shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice.
- e) The amount will be payable in Indian Rupees as per payment milestones/ terms after successful completion of services rendered as per the deliverables mentioned in scope of work.
- f) No advance payment shall be made.
- g) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).

The payment will be made within 60 days from compliance of Payment Terms as mentioned above.

3. For Warranty from Part F of price bid table enclosed at Annexure-III of Rfp: Payment towards the warranty period i.e. from 1st to 7th year will be released as tabulated below:

| Warranty Years/Period | % Part Payment* |
|-----------------------|--|
| 1 st | 5% of part E of price bid table (Supply cost). |
| 2 nd | 5% of part E of price bid table (Supply cost). |
| 3 rd | 5% of part E of price bid table (Supply cost). |
| 4 th | 5% of part E of price bid table (Supply cost). |
| 5 th | 5% of part E of price bid table (Supply cost). |
| 6 th | 5% of part E of price bid table (Supply cost). |
| 7 th | 5% of part E of price bid table (Supply cost). |

*As per the actual number of lights supplied and number of years of warranty availed. Number of years of warranty shall be indicated in the individual POs (release orders) that would be released for supply of lights by EESL from time to time during currency of contract.

Note: Respective Warranty period payments will be released only after successfully completion of warranty year in proportion to the warranty years. Pro-rata payment against warranty shall be made for partial duration of warranty years availed.

i). Submission of Monthly report with details of Driver, SPD, LED Cable or any other items repaired/ replaced against the faulty lights. The report must specify the item wise % of failure rate. This report shall be duly signed & sealed by EESL EIC & Supplier.

ii). Submission of Monthly Satisfactory performance certificate from the authorized EESL representative of the respective State, stating that proper supplies of all type of spare items received on time to maintain the uptime and other performance compliances of ULB.

(a) For comprehensive on-site Warranty: Successful bidder shall ensure minimum 50% of buffer stock at any point of time verified by EIC in charge. In case of failure of LED streetlight which is brought to the notice of successful bidder (by mail, letter etc. by EIC). The same has to be rectified/changed within 48 hours of intimation. If vendor fails to correct the fault within 48 hours, the penalty starts with first penalty being levied on completion of 72 hours from logging of complaint. Penalty rate @ Rs. 100 per day per light shall be imposed by EESL subject to the maximum of 10% of total value of the contract from the payments due to the bidder from the time of completion of 72 hours from logging of complaint till the date of rectification.

(b) Ceiling limit of 10% of total contract value on all penalties cumulative shall be set, over and above the LD Limit of 5% for delay in Supplies and 5% for delay in

Submission of reports. EESL has the right to seek any additional documents / information / certification it deems fit prior to the release of any installment. Income tax shall be deducted as applicable under the rules. EESL is at liberty to carry out Third Party Inspection at any time during the contract period.

Other terms and conditions related to payment terms:

1. At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside the Purchaser's country. Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law, from concerned tax authorities for claiming lower tax deduction, if any.
2. All the invoices shall be submitted to EESL for payment, once in a month only.
3. Vendor shall raise supply invoices state-wise once per month only.
4. For warranty invoices, vendor shall raise invoice for its 1st year warranty on pro-rata basis from the start of the warranty period for that particular supply at the end of that particular financial year and from second year onwards the same shall be raised cumulatively for entire year at the end of every financial year, statewide.
5. Payment will be made to the bidder within 60 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of LOA duly accepted & certified by EIC, EESL. If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, counting of 60 days due date shall start from the date of submission of revised invoice/all necessary documents provided relevant terms & conditions of LOA have been fulfilled.

12.Warranty:

Supplier will provide comprehensive warranty up-to 7 years.

Supplier shall be fully responsible for the manufacturer's warranty in respect of quality and workmanship of the entire materials awarded by the Offer. Supplier must warrant all material against any manufacturing/technical defects during the warranty period.

During the warranty period supplier shall maintain the material and repair/replace all the defective components at the installed site at no additional charges whatsoever nature to the EESL.

Note: Warranty period will start after three (03) months from the date of receipts of material/LED SL at the concerned project site and same shall be certified by authorized representative of EESL/EIC.

13.Liquidated Damages

13.1 for delay in Supply of Material:

- a. In case of any delay in the execution of the SUPPLIES, 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 supply/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 purchase material from elsewhere at the sole risk and cost of the successful bidder/contractor and recover all such extra cost incurred by EESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc.
 - c. EESL also 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.

13.2 for delay in submission of report:

In case of any delay in submission of test report, beyond the stipulated time schedule, EESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the total value of contract for each week of delay and part thereof subject to a maximum of **5%** of the total value of the contract.

14. Penalties

| S.No | Type of Penalties | Penalty Clause | Reference |
|-------------|---|---|--------------------------------|
| 1 | In case of shortfall/non-maintenance of the required minimum buffer stock quantity of LED streetlights/spares | In case of shortfall/non-maintenance of the required minimum buffer stock quantity of LED streetlights/spares beyond 50% the of buffer stock and its replenishment beyond 10 days from the date of intimation from EESL, a notional penalty at the rate of Rs. 100000 per month. For the period less than one month, beyond 10 days, same shall be calculated proportionality on pro-rata basis for actual number of days and shall be charged by EESL subject to a maximum of 5% of the total contract value from the payments due to bidder from the date when replenishment was supposed to be done till the actual date of replenishment. | Point-3 (j) (Scope of Work) |
| 2 | Defective materials received during supply and defects observed during warranty period | Defective materials received during supply and defects observed during warranty period shall be replaced/repared within 15 days from the date of intimation from EIC. A notional penalty at the of Rs. 100000 per month shall be charged by EESL subject to a maximum of 5% of the total contract value in case defectives are not replaced/repared in stipulated time. For the period less than one month, beyond 15 days, penalty shall be calculated proportionality on pro-rata basis for actual number of days. | Point-3 (k) (Scope of Work) |
| 3 | 5% LED Streetlights have to be supplied with consignment itself | Bidder shall provide 5% of supplied lights in functional condition at the time of delivery otherwise value equal to 5% of lights will be retained from Payment for respective consignment and shall be released on confirmation of receipt of these lights. These lights shall be considered as buffer/spare lights and the same will be utilised during maintenance process. These 5% Lights | Clause-B Point-(v) |

| | | | |
|---|---|--|----------------------------|
| | | shall not be counted towards payment to vendors from EESL and shall be considered free of cost (FoC). | |
| 4 | 5% Drivers and 5% SPDs have to be supplied with consignment itself | In addition, 5% Drivers and 5% SPDs have to be supplied with consignment itself otherwise value equal to 5% of lights will be retained from Payment for respective consignment and shall be released on confirmation of receipt of these spares (Drivers and SPDs). The requisite spares as indicated above (5%) shall be maintained by the vendor as buffer stock throughout the project. | Clause-B Point-(vi) |
| 5 | In case of shortfall/non-maintenance of the required minimum buffer stock of spares (i.e. Drivers and SPDs) | Bidder to also ensure, throughout contract period, adequate inventory of buffer stock of spares, (i.e. Drivers and SPDs) for speedy resolution of failed LED lights and prompt replacement at project site. In case of shortfall/non-maintenance of the required minimum buffer stock of spares beyond 50% the of buffer stock and its replenishment beyond 10 days from the date of intimation from EESL, a notional penalty at the rate of Rs. 100000 per month. For the period less than one month, beyond 10 days, same shall be calculated proportionally on pro-rata basis for actual number of days and shall be charged by EESL subject to a maximum of 5% of the total contract value from the payments due to bidder from the date when replenishment was supposed to be done till the actual date of replenishment. | Clause-B Point- (vii) |
| 6 | For comprehensive on-site Warranty for 7 years: If vendor fails to correct the fault within 48 hours | For comprehensive on-site Warranty for 7 years: Successful bidder shall ensure minimum 50% of buffer stock at any point of time verified by EIC in charge. In case of failure of LED streetlight which is brought to the notice of successful bidder (by mail, letter etc. by EIC). The same has to be rectified/changed within 48 hours of intimation. If vendor fails to correct the fault within 48 hours, the penalty starts with first penalty being levied on completion of 72 hours from logging of complaint. Penalty rate @ Rs. 100 per day per light shall be imposed by EESL subject to the maximum of 10% of total value of the contract from the payments due annually to the bidder from the date of completion of 72 hours from logging of complaint till the date of rectification. | Clause-11 Point-3 (ii) (a) |

Note:- Total amount of all penalties cumulative shall be limited to maximum of 10% of total contract value.

15. Quality plan and Pre-dispatch Inspection (PDI) :

a. Quality Plan:

Bidders shall submit typical Quality Assurance and Inspection Plan, including the details of in-process testing and Pre-Dispatch Inspection, along with technical bid. The Pre-dispatch Inspection Plan and Type Tests proposed to be carried out shall comply with the requirements under IS: 16107 (Part 2/Sec 1) and the other test requirements covered under IS: 16107 read along with other IS Standards referred to within IS: 16107. Type Tests and Acceptance Tests, as applicable under IS: 15885 (Part 2/ Sec 13) and IS: 16104 shall also be included.

- Pre-dispatch Inspection Plan shall be shared as per stipulated timeline mentioned in the tender.
- If PDI fails, then bidder shall offer next PDI call within 15 days after necessary corrective action. In case of 3 consecutive PDI failures, EESL reserves the right to invoke risk purchase clause and procure the required material at risk and cost of defaulting vendor.

b. Type Tests:

EESL reserves the right to select two number samples for each of the wattages from Field/site, Manufacturing plant or from the lot offered and to send the same for Type Tests at an independent NABL Accredited Laboratory / International Lab of equivalent accreditation. EESL reserves the right to carry out Type Tests on Street Lights and the charges for the same shall be borne by the Bidder, until one successful instance of testing. (If LED Chip/Design is changed, during the course of execution, from the LOA Specifications then EESL reserves the right to carry out Type Test again until one successful instance of testing). EESL also shall periodically send random samples from field to NABL certified Lab / International Lab of equivalent accreditation for testing of all electrical and photometry parameters including lumen output, uniformity, beam angle, CRI, CCT etc,. EESL shall also randomly check the quality of chips supplied from the original chip supplier/ testing lab, if required.

c. Pre-dispatch Inspection (PDI) :

EESL reserves the right to carry out Pre-dispatch Inspection (as per enclosed format or an updated version of the same) at their works either on their own or through their authorized representative for any or all the lots of LED Street Lights/spares (SPD, Drivers, lights etc) to be supplied under subject LOA, as per Inspection Plan approved by EESL. All the requirements under this clause shall be applicable in case of each of the manufacturers from whom successful bidder may outsource the LED Lights.

Intimation for PDI should contain the details of Batch Number and Serial Number of Lights along with wattage of Lights offered for inspection. Each lot size should have at-least 20% of total BOQ quantities of lights; until and unless it exceeds the total remaining awarded quantity. All the Test Reports should contain Batch number as well as Serial Number. The Inspection call should be accompanied by a statement of the details of Make/Order Code/Part Number and Serial Numbers of LED Chips used in the Street

Lights offered for inspection (Street Light wattage-wise) along with the copies of documents in support of purchase/receipt of LED Chips (Invoice, etc.,).

PDI should include review of Internal Test Reports. Internal Test Reports should contain details of LED Chips used in the batch of Street Lights under inspection (Order Code/Part Number and Serial Numbers of LED Chips for each wattage rating of Street Lights). Internal Test Reports as well as PDI Test Reports shall be submitted for all Lights.

EESL reserves the right for collection of samples from Field, Manufacturing plant or from the lot offered for inspection at manufacturer's works for testing as per EESL Specifications/ IS: 16107 in a NABL Accredited Lab / International Lab of equivalent accreditation. EESL reserves the right to reject the entire lot offered or installed in case of Failure of the sample.

Variation in Driver output (Voltage & Current) at 140V and 270V w.r.t values at rated Voltage of 240V shall be within permissible limits as per IS: 16104(Cl: 7.2)

Type of sealing/marketing of Street Lights cleared for dispatch – to be specified and the same are to be recorded during receipt inspection at site.

It is to mention that

- The Street Light casing shall carry EESL labels in EESL approved requisite sizing so as to ensure **clear visibility** of EESL logo from the ground below the installed light.
- Street Light casing must have a unique serial number engraved or embossed on the enclosure of SL on metal plate to ensure the warranty period.
- Following documents need to be provided by the supplier in respect with each light during dispatch along with invoice:
 - a). Unique serial number
 - b). wattage of street light
 - c). Manufacturing Month & Year
 - d). Invoice Number & date

Note: Above points (a), (b) & (c) shall ensure during the PDI.

16.Coordination with PMC:

EESL may appoint separate agencies:

1. Implementation Partner: For Installation & Maintenance of LED Street Lights in area under jurisdiction of various ULBs/PSUs/Discoms for a contract period upto 7years.
2. PMC/AMC: On behalf of EESL, for coordination & supervision of various activities, under Project installation and Annual Maintenance Contract periods, with ULB, executing agency and EESL.

Successful bidders shall provide all the relevant information and support to the said agencies for the scope of work covered under LOA placed on the successful bidder. Intimation will be given to the successful bidder by EIC in this regard after placement of LOA.

17.Project Management:

- i. Bidder shall plan and is required to carry out activities simultaneously across various states to achieve the completion period and implementation schedule as specified under Clause 3 (E) above.

- ii. Successful Bidder has to establish field offices in the – state(s) (and/ or states in case of shift of supply locations) before commencement of supply at field with adequate manpower at appropriate levels to coordinate with all agencies concerned and monitor supply, storage, accounting and warranty redemption of lights as per the scope of work under the subject LOA during the entire period of contract. This shall include fault/complaint management activities and site store management during repair and maintenance phase also. Penalties shall be applicable, as specified under Clause “Penalties and Liquidated damages”, in case of non-deployment of site personnel for a period of more than 15 days during any calendar month.

iii. Appointment of NODAL Officer by Successful Bidder:

For the purpose of this tender, successful bidder needs to provide/submit the Authorization letter (within 3 days from Date of LoA) with name, address, mobile no., email addresses, designations of at least 3 Senior Nodal Officers (Regular Employees of their organization), nominated by their top management (Director/ MD/ CEO), who are reachable through any means of communication and who shall be accountable to deliver the products and associated services to EESL as per the tender.

iv. Correspondence: Post award, all correspondence by successful bidder shall be addressed to as brought out below:

- **Head-Contracts** – for all issues pertaining to clarifications w.r.t contractual and commercial issues or requiring amendments on the terms and conditions of LOA in general.
- **Engineer-In-Charge (EIC)** - all the activities pertaining to execution of the works at site, as per the provisions under the terms of the LOA, on behalf of EESL.
- v. **Warranty period** will start after three (03) month from the date of receipts of material/LED SL at the concerned project site and same shall be certified by authorized representative of EESL.
- vi. **A Complaint Management System (web-based tool)** to be utilized for complaint lodging, monitoring, action, attending and closure of warranty redemption requests. Bidder to provide login access to EESL project team for review of complaint handling process.
- vii. **Dedicated Official (Region-wise)** -Since the date of supply, every Bidder must have dedicated officials (region wise) to track the supply schedule along with resending the faulty lights back to factory works of vendor. The cost of transportation of lights will be borne by vendor.

18. Compliance with all Statutory Regulations:

- a) 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.
- b) 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.

19. Submission of Reports:

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

- a. **Supply plan** to the respective state head need to be provided within 3days from the date of issuance of PO.
- b. **Soft copy** of PDI reports with MDCC for the respective states shall be submitted to the state head within 2days from the date of dispatch.
- c. **During the receipt of material at site** the documents need to be submitted viz. Invoice, e-way bill, LR copy, PDI/MDCC, Unique Id details etc.
- d. **Proof of receipt of material at site-** Successful Bidder shall submit the material supply acceptance duly signed and stamp from authorized site engineer/representative of EESL.
- e. **Monthly Progress Reports for Repair & replacement of faulty light-** with details of Lights, Driver, SPD, LED Cable or any other items repaired/ replaced against the faulty lights. The report must specify the item wise % of failure rate. This report need to be submitted duly signed & sealed by EESL EIC & Supplier until the warranty period.
- f. **Monthly state-wise invoice report-** with details like invoice number, date of invoice, description of material, supplied qty, invoice value (excluding Tax), with payment released & pending details w.r.t payment milestone against the supply of material shall be submitted to the EIC/State Head.
- g. **Spares Inventory Monthly report**—on Stock of Drivers, SPDs and any other spares required for prompt service. to be provided to the respective state representative/state head.
- h. **Any other Reports as may be directed by EIC.**

***Note:** File names of all the documents submitted in soft form shall contain the topic of the subject document.*

Design Parameter for LED Fixtures (In addition to the Detailed Tech Specs above)

| Parameter | 18 to 35W (Wattage of LED Luminaire) |
|---|--|
| Light Source | Identical Ceramic base High-Power single chip SMD LED Packages (Note- Multi Chip. array, multi die, mid power, integrated arrays and COB type chip are not permitted and supply offered with this type of chip will be rejected.) |
| Housing Material | Corrosion free High Pressure Aluminum die cast/extruded Aluminum |
| Minimum Dimensions of the Light Emitting Surface in the LED Luminaire | The Length & Width of the Light Emitting surface shouldn't be less than 80% of the total Length & width of the overall Luminaire Housing which excludes the section comprising of the driver, SPD & the Astronomical Timer and mounting Arm. |
| Minimum Dimensions of complete Housing including mounting arm Dimensions in mm (L x W x H) | 275 x 120 x 50 (Ht. of Driver Section) |
| Minimum Dimensions of complete Housing Excluding Mounting Arm Dimensions in mm (L x W x H) | 250 x 120 x 50 (Ht. of Driver Section) |
| Minimum Dimensions of Compartment/Section housing the Driver + SPD + Astro Timer Dimensions in mm (L x W x H) | 120 x 120 x 50 (Ht. of Driver Section) |
| | |
| Minimum ID of the mounting Arm of the LED Fixture (In mm) | 38 mm ID |

Annexure: D

| S.no . | Category | Description/Wattage | Quantity (Nos.) | Unit Rate (in Rs.) for supply of Streetlight on FOR destination basis (inclusive of all taxes and duties exclusive of GST(IGST/SGST/CGST/UGST)) | Unit Rate for 7 years warranty (in Rs.) 35% of Column E (@flat 5% per year for 7 years) | Total Unit Rate for the supply with 7years warranty (in Rs.) | Total Cost of Each Wattage (In Rs.) (inclusive of all taxes and duties exclusive of GST(IGST/SGST/CGST/UGST) on for destination basis) | Total Cost of Each Wattage (In words) |
|--------|------------------|---------------------|-----------------|---|---|--|--|---------------------------------------|
| A | B | C | D | E | F | G=E+F | H=G*D | |
| 1 | Street Light(SL) | 18 | 6,62,602 | | | | | |
| 2 | | 32 | 16,751 | | | | | |
| 3 | | 35 | 2,17,650 | | | | | |
| 4 | | 45 | 1,136 | | | | | |
| 5 | | 70 | 1,73,362 | | | | | |
| 6 | | 110 | 64,331 | | | | | |
| 7 | | 140 | 1082 | | | | | |
| | | 190 | 332 | | | | | |
| 8 | Flood Light(FL) | 110 | 1,439 | | | | | |
| 9 | | 190 | 14,383 | | | | | |

| Important Conditions to be considered before quoting the rates: | |
|---|--|
| 1 | The bidder needs to fill-up only one field (Column E of price bid table), i.e, unit rate for supply on FOR destination basis and rate for 7 years warranty(Column F) shall be automatically calculated in the price table as 35% of the unit price of LEDs quoted at Column E of price bid table (i.e. @ flat 5% per year for 7 years) |
| 2 | Every bidder must quote all the wattages/items as mentioned in the price table. |
| 3 | Price Bid's evaluation will be carried out based on the unit rate for each wattage of Street light with 7 years of warranty. |
| 4 | The bidder with the lowest rate/price of each wattage/item shall be designated as the lowest bidder (L-1) for that respective wattage/item |
| 5 | L1 (lowest price/rate) will be arrived from the total amount (Column H of price bid table) for each wattage of Street light supply with 7 years warranty |

Part - D of Section-4

SPECIAL CONDITIONS OF CONTRACT (SCC)

| | | | | | | |
|---------------------------|-----|----------|-----|---------------|--|-------------|
| NIT | Bid | Document | No: | EESL/06/2023- | SECTION -4, Part - D of Special Conditions of Contract (SCC) | Page 1 of 8 |
| 24/SLNP/LED/OTE/232406009 | | | | | | |

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC) and/or include new terms to the RfP.

| Sl. No. | GCC Clause Ref. No. | Amendment/Supplement to GCC |
|---------|---------------------|---|
| 1. | GCC 1.0 | Supplementing Sub-Clause GCC 1.1 Energy Efficiency Services Limited Core 5, SCOPE Complex, Lodhi Road, Floor/Room number: Fourth Floor City: New Delhi Pin code: 110003, Country: India E-mail address: amittal@eesl.co.in/mainak.roy@eesl.co.in |
| 2. | GCC 14.2 | Supplement 14.2 with the following: 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. |
| 3. | GCC 15 | Supplementing GCC 15 with the following: The Scope of Work under subject tender shall include the following: 1. The brief scope of work essentially consists of following: “Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering”. <i>(The detailed scope of work is given in the Technical Specification (Part-C of Section-4) of the Bidding Documents).</i> |
| 4. | GCC 16 | Supplementing GCC 16 with the following: Prices shall remain firm during contract. |
| 5. | GCC 19 | Supplementing GCC 19 with the following: |

| Sl. No. | GCC Clause Ref. No. | Amendment/Supplement to GCC | | |
|---------|---------------------|---|---|--|
| | | Completion Period/Delivery Schedule: | | |
| | | Sl. No. | Activity | Completion period/Delivery Schedule |
| | | 1. | Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-4(Part-C) of Bidding Document. | <p>Rates and LoA are valid for one year from the date of issuance of NOA. Prices shall remain fixed & firm during the entire period of the rate contract.</p> <p>Delivery Schedule shall be as per the following:</p> <p>The material shall be allocated by EESL through valid PO's (Release Orders) indicating the supply location, quantity of LED streetlight and warranty period against each line item. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders. Material shall be offered for PDI accordingly in line with the allocations provided.</p> <p><i>All the allocated quantity shall be dispatched within 30 days of the date of issuance of respective release order(s) / allocation intimation by EESL.</i></p> |
| | | For Detailed Terms and conditions related to procedure of allocation of work and supply/delivery schedule kindly refer Section-4 Part C (Scope of work & Technical Specifications) . | | |
| 6. | GCC 24 | Supplement GCC 24 with the following: Contract Performance Guarantee (CPG) / Contract Performance Security (CPS) | | |

| Sl. No. | GCC Clause Ref. No. | Amendment/Supplement to GCC |
|---------|---------------------|--|
| | | <p>Within twenty-eight (28) days of the receipt of the Notification of Award (NOA) of Contract from EESL, the bidder(s) shall furnish Security Deposit (SD)/Contract Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/ e-BG of value equaling 10 % of the total Contract value. The SD/CPG Bank Guarantee must be valid to cover the period of 1 year from the date of NoA/LoA+ warranty period (i.e. 7 years) + three (3) months' Claim period.</p> <p>Any delay in submission of SD/CPG or SFMS confirmation whichever is later shall be deemed as accruing of financial benefit to the bidder(s) and EESL may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the bidder(s) for the period of delay. However, this provision does not bind EESL in any way from proceeding against the bidder(s) (including forfeiture of EMD, cancellation of the LOA/NOA, etc.) for non-compliance towards non-submission of the SD/CPG.</p> <p>In case where CPG has been called for more then 3 years then vendor can submit CPG in two parts, first for 3 Years + claim period and balance PBG will be submitted to contracts department prior to six months of expiry of previous CPG. In this regard further an undertaking has to be submitted by vendor that if vendor fails to provide second BG then EESL can impose the penalty and forfeit the Bank Guarantee. In case of submission of new CPG, following para may be added in the new CPG to maintain continuity:</p> <p><i>"We undertake to pay you, upon your first written demand (at any time during entire duration of the contract including Contract period prior to issuance of this Bank Guarantee) under the Contract, without cavil or argument, any sum or sums within the limits as mentioned aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein."</i></p> <p>Apart from above, it is also to be ensured that vendor will submit an undertaking on its letter head having the following clause:</p> <p><i>"(Name of the supplier) shall be liable to extend this Bank Guarantee from time to time for such period as directed by EESL. However, if the (Name of the supplier) is unable to extend the Bank Guarantee as directed by EESL due to the reasons not attributable to (Name of the supplier) or Bank denies for such extension (the same is required to be established by (Name of the supplier) through documentary evidence), then (Name of the supplier) shall extend this Bank Guarantee from some other Bank as per the relevant provisions of the</i></p> |

| Sl. No. | GCC Clause Ref. No. | Amendment/Supplement to GCC | | | | | | |
|--|---|---|--|--|--------------|---|------|---------------|
| | | <p><i>Contract before expiry of original Bank Guarantee. (Name of the supplier) unequivocally agrees that provision for extension of Bank Guarantee is to protect the genuine commercial interest of EESL and is not an onerous act on (Name of the supplier).</i></p> <p>The BG shall be from any Nationalized Bank/other scheduled Private banks/International banks, to be from among the list of banks given at Attachment-15 of Section-6 of RfP. In case of international bidder(s), the CPG BG could be from any such international bank having a branch in India or a Nationalized Indian bank having a branch in the country of origin of the international bidder(s) mentioned in Attachment-15 of Section-6 of RfP. The International Bidders are also required to enclose with their CPG BG a letter of BG confirmation from a corresponding Indian bank. EESL shall at its discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder(s) in connection with the contract including of replacement warranty obligations.</p> <p>Failure of the bidder(s) to comply with the requirements of IFB/Tender/NIT/LOA/NOA/Contract Agreement shall constitute enough grounds for the annulment of the award and forfeiture of the SD/CPG.</p> <p>BG will be released on Closure of Contract.</p> <p>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.</p> <table><tr><th colspan="2">BG advising message – IFN 760COV / IFN 767COV via SFMS</th></tr><tr><th>Field Number</th><th>Particulars (to be mentioned in Row 1)</th></tr><tr><td>7037</td><td>EESL543840944</td></tr></table> | BG advising message – IFN 760COV / IFN 767COV via SFMS | | Field Number | Particulars (to be mentioned in Row 1) | 7037 | EESL543840944 |
| BG advising message – IFN 760COV / IFN 767COV via SFMS | | | | | | | | |
| Field Number | Particulars (to be mentioned in Row 1) | | | | | | | |
| 7037 | EESL543840944 | | | | | | | |
| 7. | GCC 25 | <p>Supplementing GCC 25 with the following:</p> <p>Employer is liable for and shall pay only applicable GST on various components of prices. Implementing Partners are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant</p> | | | | | | |

| Sl. No. | GCC Clause Ref. No. | Amendment/Supplement to GCC |
|---------|---------------------|--|
| | | <p>Government policies wherever applicable shall be taken into account by the Implementing Partner while quoting bid price. EESL's liability shall be only for applicable GST.</p> <p>No increase in Taxes and Duties (<i>in case of change</i>), which are payable as per the Contract, shall be allowed beyond the original delivery/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower payable Taxes and Duties amount in case of delivery of Goods/ Installation beyond the original delivery/Installation dates. Therefore, in case of delivery of Goods/Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the payable Taxes and Duties amount which may work out either on schedule date or actual date of dispatch of Goods/ Installation.</p> <p>Notwithstanding anything above or elsewhere in the contract, in event that input Tax credit of the GST charged by the supplier, is denied by the tax authorities to the employer for reasons associated with non-compliance/incorrect compliance by the supplier, the employer shall be entitled to recover such amount from the supplier by way of adjustment from any of the subsequent invoices submitted by the supplier to the employer. In addition to the amount of GST, the employer shall be entitled to recover interest and penalty, in case any interest/or penalty is imposed by the tax authorities on the employer for incorrect/wrong avaiment of input tax credit. The employer shall determine whether the denial of credit is linked to the non-compliance/indirect compliance of the supplier and the said determination shall be binding on the supplier.</p> |
| 8. | GCC Clause 30 | <p>Replace GCC Clause 30(b) with the following:</p> <p>The Defect Liability Period or Warranty Period shall be for a period of 7 Years.</p> <p>Note: Warranty period will start after three (03) months from the date of receipts of material/LED SL at the concerned project site and same shall be certified by authorized representative of EESL/EIC.</p> <p>Apart from above, other Warranties, if any, as mentioned under Scope of Work & Technical Specification (Part-C of Section-4) shall be applicable separately.</p> |
| 9. | GCC 37 | Replace clause 37 with the following: |

| Sl. No. | GCC Clause Ref. No. | Amendment/Supplement to GCC |
|---------|---------------------|---|
| | | <p>Liquidated Damages:</p> <p>The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the total contract Price as awarded. For the avoidance of doubt, EESL and Supplier unequivocally agreed that Liquidated Damages herein are the genuine pre-estimate of loss on account of Delay, that EESL will suffer in case of Supplier's default or non-conformity. Further, EESL's right to levy Liquidated Damages is without prejudice other right and remedies available to EESL, including right to terminate the Agreement, at risk and cost of the Supplier.</p> <p>Apart from above, other LD/Penalty as mentioned under Scope of Work & Technical Specification (Part-C of Section-4) shall be applicable separately.</p> |
| 10. | GCC 38.2 | <p>Replace GCC Clause 38.2.3:</p> <p>Quantity Variation</p> <p>If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 38 would be to increase the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than Twenty (20) percent, the Supplier may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the EESL accepts the Supplier's objection, the EESL and the Supplier shall agree on specific rates for valuation of the change.</p> <p>As long as overall variation remains within + 20% of the contract price and within +20% of the quantity of each item, the rate of individual contract items and other Terms & Conditions of the contract shall remain unaltered.</p> <p>In case overall contract price increases by more than 20%, all such items, where executed/anticipated quantity has exceeded/is expected to</p> |

| Sl. No. | GCC Clause Ref. No. | Amendment/Supplement to GCC |
|---------|---------------------|--|
| | | exceed that's specified in the contract by more than 20% , will be identified. In respect of all such items while the quantity originally specified in the contract +20% extra shall be paid at unit rate available in the Contract, the payment for the balance quantity shall be released at a rate to be decided after mutual agreement. |
| 11. | GCC 38.2.4 | In the said clause, wherever "15%" is appearing shall be replaced with " 20% ". |
| 12. | GCC 38.2 | <p>Supplement clause 38.2 with the following:</p> <p>Repeat Order</p> <p>EESL reserves the right to place repeat order upto 50% of original contract value in case of urgency for part quantity for similar work on same prices, terms and conditions. The date of repeat order will not be beyond 3 months after the completion of earlier order.</p> |

----- *End of Part-D (SCC)* ---



SECTION 5

1. Measurement and Verification (M&V)

Not Applicable for this tender

SECTION-6

Forms & Procedures

List of Contents

| Sr. No | Attachment No | Name of Form |
|--------|------------------|---|
| 1 | Attachment No-1 | Bid Form (Format of Application) |
| 2 | Attachment No-2 | Form for Submitting BG Format in lieu of EMD |
| 3 | Attachment No-3 | Power of Attorney |
| 4 | Attachment No-4 | Certificate Regarding Acceptance of Important Terms & conditions |
| 5 | Attachment No-5 | Deviation Statement |
| 6 | Attachment No-6 | Form of acceptance of fraud prevention policy |
| 7 | Attachment No-7 | Proforma of letter of undertaking(in case of Holding Company) |
| 8 | Attachment No-8 | Real time gross settlement (RTGS)/ National Electronic Fund Transfer (NEFT) |
| 9 | Attachment No-9 | Compliance Matrix/ CHECK – LIST FOR BIDDERS |
| 10 | Attachment No-10 | Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable |
| 11 | Attachment No-11 | Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) |
| 12 | Attachment No-12 | Format for filling details related to Qualifying Requirement (QR) along with certificate regarding capacity and capability of the bidder as Attachment-12(A) & Compliance of Technical Specifications as Attachment-12(B) . |
| 13 | Attachment No-13 | Certificate regarding non- debarment for false declaration of local content |
| 14 | Attachment No-14 | Certificate regarding non debarment / blacklisting/ disqualification |
| 15 | Attachment No-15 | Proforma of bank guarantee for contract performance |
| 16 | Attachment No-16 | Form of Undertaking by the Joint Venture Partners (if applicable) |

| Sr. No | Attachment No | Name of Form |
|--------|----------------|---|
| 16 | Attachment - A | Format for Notification of Award to be issued to successful Agency/Consultant/Contractor on letterhead paper of the Employer |
| 17 | Attachment - C | Format for Contract Agreement to be signed between successful Agency/Consultant/Contractor and Employer on INR 100/- non-judicial Stamp Paper |

List of Appendix to Contract Agreement

| Sr. No | Appendix To Contract Agreement | Name of Form |
|--------|--------------------------------|--|
| 1 | Appendix No-1 | Terms and procedures of payment |
| 2 | Appendix No-2 | Price adjustment |
| 3 | Appendix No-3 | Insurance requirements |
| 4 | Appendix No-4 | Time schedule |
| 5 | Appendix No-5 | List of approved subcontractors |
| 6 | Appendix No-6 | Scope of Works and Supply by the Employer |
| 7 | Appendix No-7 | List of Documents for Approval or Review |
| 8 | Appendix No-8 | Guarantees, liquidated damages for non - performance |
| 9 | Appendix No-9 | Contract Co-ordination procedure |

BID FORM (FORMAT OF APPLICATION)

To,
 GM (Contracts)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor, SCOPE Complex,
 Lodhi Road, New Delhi-110003

Subject: -

Date:-xx-xx-2022

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for the Package as mentioned under “**Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering**” in a sealed cover as detailed below:

2.0 Packet-I of Envelope 1:

- (a) **Bid Fee:** Fee towards cost of RfP Documents as per clause ITB 1.4 or documentary evidence as mentioned in Annexure-II of RFP in support of exemption of Document Fee.
- (b) **Bid Security Fee/Earnest Money Deposit:** In the form of Banker's Cheque / Demand Draft drawn in favour of “Energy Efficiency Services Limited” or in the form of Bank Guarantee as per prescribed format at **Attachment-2** in section 6 or documentary evidence as mentioned in Annexure-II of RFP in support of exemption of Bid Security/EMD.

3.0 Packet-II of Envelope 1:

- (a) Attachment 1: Bid Form
- (b) Attachment 3: Power of Attorney
- (c) Attachment 4: Certificate regarding acceptance of important terms and conditions
- (d) Attachment 5: Deviation statement
- (e) Attachment 6: Form of acceptance of EESL fraud prevention policy
- (f) Attachment 7: An undertaking by Holding Company (As Applicable).
- (g) Attachment 8: Format for details regarding RTGS/NEFT Payments
- (h) Attachment 9: Compliance Matrix/ Check – List for Bidders
- (i) Attachment 10: Certificate Regarding Declaration of Local Content
- (j) Attachment 11: “Restrictions on procurement from a Bidder of a country which shares a land border with India” Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)
- (k) Attachment-12: Details regarding Qualifying Requirement /Eligibility criteria as per Part-B (BDS).
- (l) Attachment-12 (A): Certificate regarding Capacity

Note: Bidder to submit certificate (as Attachment-12(A)), issued by full time practicing Chartered Accountants (CA) with UDIN, indicating the following:

- i. Type of **LED street light/Flood light** manufactured by the Bidder,
 - ii. Manufacturing Capacity (in Nos.) per annum/month for each type of **LED street light/Flood light**, along with name & address of manufacturing plants
 - iii. Future month wise commitment for each type of **LED street light/Flood light** under other contracts of the Bidder for next 12 months.
- (m) Attachment-13: Certificate regarding non- debarment for false declaration of local content.
- (n) Attachment-14: Certificate regarding non debarment / blacklisting/ disqualification
- (o) Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in qualifying Requirement

4.0 Envelope 2: Price Bid (duly filled in electronic template as available on the e-portal)

5.0 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP documents. Further, it is certified that in line with clause 1.1.2 of Section-2 (ITB) no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same

6.0 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 & duties except applicable GST. The GST shall be paid extra at actual

7.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.

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

9.0 We agree to abide by this bid for a period Six Months from the date of opening of bids as stipulated in the RfP 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 remain valid for the entire project period after issuance of Notification of Award.

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

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

12.0 We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948

13.0 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 | |

Note: In case of non-submission of this Bid form, bid will be rejected

Form for Submitting BG Format in lieu of EMD

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No.

Date.....

To:

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

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no.....dated.....M/s.....
...having its registered/head office at.....(here in after called "Bidder") wish to participate in the said bid for (name of package)

We, the (Name and address of the bank), having our head office at
guarantee and undertake to pay immediately on demand by Energy Efficiency Services Limited, the amount of without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from..... (Bidder's Name)....., on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name :

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

- Bid Security amount shall be as specified in the IFB/ITB.

Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.

- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

| | | |
|---|-----------------------------|-----------------------------------|
| 1 | Bank Guarantee No. | |
| 2 | Issuing Bank | |
| 3 | Nature of BG & No. of Pages | |
| 4 | Validity of BG | |
| 5 | Package Description | |
| 6 | Party & Contracts ref. | Name, Address, Tel, Fax, E – mail |
| 7 | Bank Reference | |

CHECK LIST

| Sl. 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 Stamp of appropriate value has been affixed thereon? | |
| d) | 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) | Incase 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 correctly mentioned in the BG ? | |
| j) | 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 ? | |
| l) | 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? | |

ANNEXURE-A

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SCHEDULED COMMERCIAL BANKS

- SBI AND ASSOCIATES**

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|----------------------------------|---------|--------------------------|
| 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 BANKS**

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|--------|----------------|---------|---------------|
| 9. | Allahabad Bank | 13. | Canara Bank |

| | | | |
|-----|---------------------------|-----|-----------------------|
| 10. | Andhra Bank | 14. | Central Bank of India |
| 11. | Bank of India | 15. | Corporation Bank |
| 12. | Bank of Maharashtra | 16. | Dena Bank |
| 17. | Indian Bank | 18. | Indian Overseas Bank |
| 19. | Oriental Bank of Commerce | 20. | Punjab National Bank |
| 21. | Punjab & Sind Bank | 22. | Syndicate Bank |
| 23. | Union Bank of India | 24. | United Bank of India |
| 25. | UCO Bank | 26. | Vijaya Bank |
| 27. | Bank of Baroda | | |

• **SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|--------|---------------------------|---------|---|
| 27. | Bank of Rajasthan | 41. | Sangli Bank Ltd. |
| 28. | Bharat Overseas Bank Ltd. | 42. | South Indian Bank Ltd. |
| 29. | Catholic Syrian Bank | 43. | Tamilnad Mercantile Bank Ltd. |
| 30. | City Union Bank | 44. | United Western Bank Ltd. |
| 31. | Dhanalakshmi Bank | 45. | ING Vysya Bank Ltd. |
| 32. | Federal Bank Ltd. | 46. | UTI Bank Ltd. |
| 33. | Jammu & Kashmir Bank Ltd. | 47. | S.B.I. Commercial & International Bank Ltd. |
| 34. | Karnataka Bank Ltd. | 48. | Ganesh Bank of Kurundwad Ltd. |
| 35. | KarurVysya Bank Ltd. | 49. | INDUSIND Bank Ltd. |
| 36. | Lakshmi Vilas Bank Ltd. | 50. | ICICI Bank Ltd. |
| 37. | Lord Krishna Bank Ltd. | 51. | HDFC Bank Ltd. |
| 38. | Nainital Bank Ltd. | 52. | Centurion Bank of Punjab Limited |
| 39. | Kotak Mahindra Bank | 53. | Development Credit Bank Ltd. |
| 40. | Ratnakar Bank Ltd. | 54. | Yes Bank |

(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|---------------|---------|---------------|
| | | | |

| | | | |
|-----|---|-----|---|
| 55. | Abu Dhabi Commercial Bank Ltd. | 71. | Sonali Bank |
| 56. | ABN Amro Bank Ltd. | 72. | Standard Chartered Bank |
| 57. | American Express Bank Ltd. | 73. | J.P Morgan Chase Bank |
| 58. | Bank of America NA | 74. | State Bank of Mauritius |
| 59. | Bank of Bahrain& Kuwait | 75. | Development Bank of Singapore |
| 60. | Mashreq Bank | 76. | Bank of Ceylon |
| 61. | Bank of Nova Scotia | 77. | Bank International Indonesia |
| 62. | The Bank of Tokyo-Mitsubishi UFJ Limited. | 78. | Arab Bangladesh Bank |
| 63. | Calyon Bank | 79. | Cho Hung Bank |
| 64. | BNP Paribas | 80. | China Trust Bank |
| 65. | Barclays Bank | 81. | Mizuho Corporate Bank Ltd. |
| 66. | Citi Bank | 82. | Krung Thai Bank |
| 67. | Deutsche Bank | 83. | Antwerp Diamond Bank N.V. Belgium |
| 68. | The Hong Kong and Shanghai Banking Corporation Ltd. | 84. | Internationale Nederlanden Bank N.V. (ING Bank) |
| 69. | Oman International Bank | 85. | Bank of China Ltd. |
| 70. | SocieteGenerale | | |

(E) PUBLIC SECTOR BANK

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|---------------|---------|---------------|
| 86. | IDBI Ltd. | | |

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,
 GM (Contracts)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor Scope Complex,
 Lodhi Road, New Delhi - 110003
 Sub:

1.0 With reference to our bid proposal no.....dated.....for
/ **Package no.** **Dated**
, we hereby confirm that we have read the following provisions of the
 following clauses and further confirm that notwithstanding anything stated elsewhere to the
 contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation
 to these clauses.

| | | |
|---|---|----------------------------|
| Governing Laws | - | Clause 5 of GCC |
| Settlement of Disputes | - | Clause 6 of GCC |
| Terms of payment | - | Clause 12 of GCC |
| Performance Security | - | Clause 13.3 of GCC |
| Taxes and Duties | - | Clause 14 of GCC |
| Completion Time Guarantee | - | Clause 26 of GCC |
| Defects Liability | - | Clause 27 of GCC |
| Functional Guarantee | - | Clause 28 of GCC |
| Patent Indemnity | - | Clause 29 of GCC |
| Limitations of Liability | - | Clause 30 of GCC |
| Project information, Estimation, Assumptions and conditions for Evaluation | - | As per Tables in price bid |

We further confirm that any deviation to the above clauses found anywhere in our bid proposal,
 implicit or explicit, shall stand unconditionally withdrawn, without any implication to EESL.

Date:
 Place:

Signature:
 Printed Name:

Designation:
 Common Seal

NAME OF WORK.....

BIDDING DOCUMENT NO.....

(Deviations Statement)

Bidder's Name and Address:

To,

GM (Contracts)

Energy Efficiency Services Limited.

(A JV of PSUs of Ministry of Power, Govt. of India)

Core-5, 4th Floor Scope Complex,

Lodhi Road, New Delhi - 110003

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for IFB/RfP No. These deviations and variations are exhaustive.

We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

| Section/ Part/ Chapter | Clause No. | Page No. | Statement of Deviations/ Variations | Cost of withdrawal |
|------------------------------|---------------|-------------|---|--------------------|
|------------------------------|---------------|-------------|---|--------------------|

A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal)

Note:

1. Continuations sheets of like size and format may be used as per Bidder's requirement.
2. In case of non-submission of this Attachment, the bid shall be considered as no deviation bid.

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

To:

GM (Contracts)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor Scope Complex,
 Lodhi Road, New Delhi - 110003

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

Dear Sir/Madam,

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

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.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,

GM (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sir,

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 (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause Section 3 and its subsequent amendment.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

3.0 This 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.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

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)

**REAL TIME GROSS SETTLEMENT (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.

| | |
|--------------------------------|--|
| Name Of City | |
| Bank Code No. | |
| Branch Code No. | |
| Bank's Name | |
| Branch Address | |
| Branch Telephone/ Fax No. | |
| Supplier Account No. | |
| Type of Account | |
| IFSC Code for NEFT | |
| IFSC Code for RTGS | |
| Supplier's name as per Account | |
| Telephone No. of Supplier | |
| Supplier's E-mail ID | |
| GSTIN of Supplier | |
| PAN No. of Supplier | |

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

Encl: As above: -

Confirmed by Banker
of supplier
With Seal

Signature

With stamp & Address

Compliance Matrix/ CHECK – LIST FOR BIDDERS

Please ensure these major Terms & Conditions before submitting you bids in order to avoid REJECTION of your offer.

| Sr. No. | Detail/Terms & Conditions | Applicable For | Attached | | Reasons for non-compliance/remarks |
|---------|---|----------------|----------|----|------------------------------------|
| | | | Yes | No | |
| 1 | Bid Fee (If Applicable) | Indian Bidders | | | |
| 2 | EMD (If Applicable) | Indian Bidders | | | |
| 3 | Bid Fee exempted for being MSE/Start-up | Indian Bidders | | | |
| | EMD exempted for being MSE/Start-up | Indian Bidders | | | |
| | In case of claiming exemption in submission of Bid Fee and EMD, Relevant Certificate of MSEs/Start-up certificate from DIPP (Refer Section-2) is required to be submitted | Indian Bidders | | | |
| | In case of claiming exemption in submission of Bid Fee and EMD, enclose proof of being a manufacturer of tendered. Relevant document issued by competent Govt. Authority/Body shall be submitted. | Indian Bidders | | | |
| | In case of Start-up, Business Eligibility certificate (for item tendered) is also required to be submitted | Indian Bidders | | | |
| | In case of SC/ST entrepreneurs belonging to MSE, documentary proof to be submitted | Indian Bidders | | | |
| | In case of Women entrepreneurs belonging to MSE, documentary proof to be submitted | Indian Bidders | | | |
| 5 | Duly signed and company sealed copy of whole tender document and subsequent amendments (if any) | Indian Bidders | | | |
| 6 | Duly filled up and attached Technical (Unpriced) Bid and all applicable formats of tender document. | Indian Bidders | | | |
| 7 | Acceptance of important terms and conditions in line with ITB clause 4.6 as per format attached as Attachment-4, | Indian Bidders | | | |
| 8 | Separate sheet(s) of deviation (Attachment-5) If any, from the tender conditions with seal and signature of authorized personnel. | Indian Bidders | | | |
| 9 | Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6 | Indian Bidders | | | |
| 10 | CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT (As per attachment 10 of the tender document) | Indian Bidders | | | |

| | | | | | |
|----|---|----------------|--|--|--|
| 9 | Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of Section-6) | Indian Bidders | | | |
| 10 | GST Registration Certificate and PAN Card Copy. | Indian Bidders | | | |

NOT TO BE PRINTED ALONG WITH ABOVE TABLE

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.

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

..... **Name of the Tender**.....;

Date:

I _____ S/o, _____ D/o, _____ W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 16/11/2021 issued by Ministry of Power (hereinafter **MoP order**) and any subsequent modifications/ Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/EESL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for

.....

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for

....., is percent (%).

That the goods/services/works supplied by me for

....., meet the 'Local Content' requirement as defined in the PPP-MII order **and MoP order for 'Class -I local supplier'**.

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at *(Enter the details of the location(s) at which value addition is made).*

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/EESL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for
‘Class -I local supplier’
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)
 Authorized signatory (To be duly authorized by the Board of Directors)
 <Insert Name, Designation and Contact No.>

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable [to be submitted on the letter head of the issuer.]

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated **16/09/2020** [hereinafter, “PPP-MII Order”] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India,

‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 16/11/2021 issued by Ministry of Power [hereinafter, “MoP order”]

and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order and MoP Order, M/s.[Enter the name of the Bidder] [hereinafter, “**Class-I Local Supplier**”] have submitted an Affidavit of self-certification to M/s. Energy Efficiency Services Limited [hereinafter, EESL] regarding Local Content in Goods/Services/Works to be supplied by the “**Class-I Local Supplier**” for “**Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering**”.

wherein they have agreed to abide by the terms and conditions of the PPP-MII Order and MoP Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” for “**Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering**”.

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the “**Class-I Local Supplier**” a practicing cost accountant or practicing chartered accountant [*choose as applicable*], certify that the Local Content as defined under the PPP-MII and MoP Order, in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” for “**Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering**” is percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor’s/Cost auditor’s/Cost accountant’s/Chartered accountant’s attestation>>

Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by EESL.

Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

- 1.0 We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**”] and any subsequent modifications/ Amendments, if any.
- 2.0 Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.
- 3.0 We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the requisite Order/Circular/Document** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]
- 4.0 We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or EESL’s policy and procedures.

Date:

Printed Name:

Place:

Designation:

Format for filling details related to Eligibility Conditions and Qualifying Requirement (QR):

(This format is required to be submitted by the Bidder along with data/details/documents submitted in support of meeting criteria for eligibility conditions and QR)

| Eligibility Conditions | | |
|------------------------|---|---|
| Sl. No. | Details | Declaration by the Bidder (Declare/Tick (✓) whichever is applicable) |
| 1. | Status of the Bidder | |
| a. | Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and further amendment thereof) | <input type="checkbox"/> |
| b. | A registered partnership firm (registered under section 59 of the Partnership Act, 1932) | <input type="checkbox"/> |
| c. | A limited liability partnership (under the Limited Liability Partnership Act, 2008) | <input type="checkbox"/> |
| 1.1 | Details of Documents submitted as evidence for aforesaid status | (...fill in no. and date of Documentary evidence....) |
| 2. | <p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I Local Suppliers with 60% minimum local content are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content) in respect of Power sector” issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021</p> <p>NOTE: - Only Class-I suppliers as defined in the above tender are eligible to take part in this bidding process.</p> | <p>Attachment 10 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 3. | <p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> • Not from a country which shares a land border with India <p>OR</p> <ul style="list-style-type: none"> • Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order.</p> | <p>Attachment 11 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |

| | | |
|----|--|---|
| | Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order. | |
| 4. | Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company's Letter Head. | Submitted Self Declaration on Company's Letter Head Yes <input type="checkbox"/> No <input type="checkbox"/> |

| Qualifying Requirement | | |
|------------------------|--|---|
| Sl. No. | Details | Declaration by the Bidder (Declare/Tick (✓) whichever is applicable) |
| 1.1.1 | Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience for 'Similar Work' in line with the QR Sr. No. 1.1.1 | (--fill in Contract No. and its Date-----) |
| a) | Mention Name and Address of Client along with Contact details of concerned person | (--fill in requisite details----- --) |
| b) | Whether Scope of Work under above referred Contract at sl. no. 1.1.1 includes below mentioned similar work: "Similar Work" means manufacturing & supply of LED street light/Flood light. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | Bidder should be a manufacturer and should have successfully executed / completed 'Similar work' in the last 3 years | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| | Number of LED Street Lights/Flood lights | -----Nos. |
| c) | Value of Work Order | ----- - |
| d) | Date of execution/completion |DD/MM/YYYY... |

| Sl. No. | Details | Declaration by the Bidder (Declare/Tick (✓) whichever is applicable) |
|---------|--|--|
| 1.2.1 | Average Annual Turnover (ATO) during the last 3 Financial Years (i) Financial Year 1 (ii) Financial Year 2 (iii) Financial Year 3 | INR..... INR..... INR..... |
| 1.2.1.1 | Duly authorized copy of audited financial statements for preceding last three Financial Year is submitted | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.2.2 | Liquid Assets (L.A) as on 31st March of last available Year. | INR..... |
| 1.2.2.1 | Certification from Bank regarding availability of credit facilities is submitted. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 1.2.3 | Net worth of the bidder in immediate last financial year | INR..... |
| 2 | Bidder is Start-up/MSE as per relevant policy/guidelines of Government of India. | MSE <input type="checkbox"/> Start-up <input type="checkbox"/> None <input type="checkbox"/> |
| 2.1 | Documentary Evidence Submitted in support of sl. no.2 above | (...fill in name of Documentary Evidence....) |

I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of RfP Documents and EESL's Policy and Guidelines.

Signature:

Name:

Designation:

For and on behalf of M/s.....

Bidder to use his own format for Certificate Regarding Capacity Declaration by Practicing Chartered Accountant(CA) with UDIN, Indicating the following:

- i. Type of **LED street light/Flood light** manufactured by the Bidder,
- ii. Manufacturing Capacity (in Nos.) per annum/month for each type of **LED street light/Flood light**, along with name and address of manufacturing plants
- iii. Future month wise commitment for each type of **LED street light/Flood light** under other contracts of the Bidder for next 12 months

**CERTIFICATE REGARDING NON- DEBARMENT FOR FALSE DECLARATION OF
LOCAL CONTENT
[On the Letter Head]**

To,
GM (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
4th Floor, CORE -5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non debarment for false declaration of Local Content

Ref: NIT/Bid Document No:

Dear Sir/Madam,

We certify that we are not under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rules for giving false declaration of local content.

Thanking You,

Yours faithfully,

Signature

.....
Printed Name.....

Seal.....

Date:

Place:

CERTIFICATE REGARDING NON DEBARMENT / BLACKLISTING/DISQUALIFICATION
[On the Letter Head]

To,
 GM (Contracts)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 4th Floor, CORE -5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non debarment / blacklisting/disqualification

Ref: NIT/Bid Document No:

Dear Sir/Madam,

We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e. www.eeslindia.org) 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.....

Seal.....

Date:

Place:

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

Ref.:
Bank Guarantee No.....
Date.....

To,

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

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(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner's Letter of Award No.....datedand 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 * % (percent) of the said value of the Contract to the Owner.

We(Name & address) having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by the Contractor to the extent ofas aforesaid at any time up to(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

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 notwithstanding 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.....and it shall remain in force up to and including**.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this guarantee has been given.

Witness

Dated thisday of.....at.....

Witness

.....

Signature

.....

Name

Signature

.....

Bank's Rubber Stamp

.....
Official Address

Name

.....

Designation with Bank Stamp

Attorney as per power of Attorney
No.....dated.....

...

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 Stamp of appropriate value has been affixed thereon? | |
| d) | 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 correctly mentioned in the BG? | |
| j) | 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? | |
| l) | 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. No. | Name of Banks |
|--------|----------------------------------|---------|--------------------------|
| 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 |

- **Nationalized Banks**

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|--------|----------------|---------|----------------------|
| 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 |
| 14. | Corporation Bank | 23. | Union Bank of India |
| 15. | Dena Bank | 24. | United Bank of India |
| 16. | Indian Bank | 25. | UCO Bank |
| 17. | Vijaya Bank | 26. | Bank of Baroda |

C. Foreign Banks

| S.No. | Name of Banks | Sl. No. | Name of Banks |
|-------|---|---------|-------------------------------|
| 27. | Bank of America NA | 34. | Standard Chartered Bank |
| 28. | The Bank of Tokyo-Mitsubishi UFJ Limited. | 35. | Societe Generale |
| 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. | | |

D. SCHEDULED PRIVATE BANKS

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|--------|---------------------|---------|---------------|
| 40. | ING Vysya Bank Ltd. | 43. | UTI Bank Ltd. |
| 41. | ICICI Bank Ltd. | 44. | YES Bank |
| 42. | HDFC Bank Ltd. | 45. | IDFC Bank. |
| 46. | South Indian Bank | | |

E. Other Public Sector Banks

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

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS (If Applicable)
(On Non-Judicial Stamp Paper of Appropriate Value if required)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of.....andhaving its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the NIT/ICB No.....for*(insert name of the Tender)*... .. of Energy Efficiency Services Limited, a Company incorporated under the Companies Act of 1956 having its registered office at NFL Building, 5th & 6th Floor, Core - III, SCOPE Complex, Lodhi Road, New Delhi - 110003 (hereinafter called the "Purchaser").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated

AND WHEREAS the Purchaser invited bids as per the above mentioned Specification for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under subject **Tender i.e.**.....

AND WHEREAS Clause 19, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-3 forming part of the bidding documents, inter-alia stipulates that an Undertaking of two qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Section-3, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 4 of ITB and Qualification Criteria in Section-3 and in such a case, the Bid Submission Sheets shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Purchaser vide proposal No.....dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 19, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-3, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Purchaser to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Purchaser for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Purchaser suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Purchaser can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Purchaser.
4. The financial liability of the Parties of this Deed of Undertaking to the Purchaser, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties are given as in the bid. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract. and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Purchaser in the currency/currencies of the Contract. In case of award on us, the delineation of scope of work shall be as per the following:

| Sl. No. | Scope of Work to be executed by | |
|---------|---------------------------------|-------------|
| | Party No.-1 | Party No.-2 |
| | | |
| | | |
| | | |

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Purchaser discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of

For Lead Partner (Party No.-1)

has been affixed in my/ our

For and on behalf of M/s

presence pursuant to Board of

Director's Resolution dated

Name

Designation

(Signature of the authorized
representative)

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2

For and on behalf of M/s.....

(Signature of the authorized
representative)

Name

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3

For and on behalf of M/s

(Signature of the authorized
representative)

Name

Designation

Signature

WITNESS:

I.

II.

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE (if applicable)

(On Non-Judicial Stamp Paper of Appropriate Value if required)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder..... have formed a Joint Venture under the laws of and having our Registered Office/Head Office at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s. being the Partner incharge do hereby constitute, nominate and appoint M/s. a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No.....; Package, the bids for which have been invited by Energy Efficiency Services Limited, a Company incorporated under the Companies Act of 1956 having its registered office at NFL Building, 5th & 6th Floor, Core - III, SCOPE Complex, Lodhi Road, New Delhi - 110003, INDIA (hereinafter called the "Purchaser") to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the "Joint Venture".
- ii) To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".
- v) To receive payment on behalf of the "Joint Venture".
- vi) To authorize any other partners of the Joint Venture, if necessary, to receive payments under the contract.

It is clearly understood that the Partner In charge shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney / Authorised Representative quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of
the Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture :

The Common Seal has been affixed there unto in the presence of :

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Notification of Award

[Format for Notification of Award to be issued to successful Consultant on letterhead paper of the Employer]

Ref. No.:

Date:

.....(*insert Consultant's Name & Address*)

.....

Attn.: Mr.....

Sub.: Notification of Award for (*insert name of the Tender*) Specification No.:
.....

(Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 RfP documents for the subject package issued to you vide our letter Ref. No. dated,

1.1.1 Amendment/Errata No. to RfP Documents issued to you vide our letter no. dated

(Applicable only if any Errata/Amendment to the RfP Documents has been issued subsequently)

1.1.2 Clarifications to the RfP Documents, pursuant to pre-Bid conference held on, issued to you vide our letters no. dated *(Use as applicable)*

(Applicable only if any clarification to the RfP Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE CONSULTANT AFTER ISSUANCE OF RfP DOCUMENTS UP TO BID OPENING)

1.2 First envelope of your Bid submitted for the subject package under Bid reference no. dated was opened on *(Use as applicable)*

1.3 Intimation for Opening of Second Envelope issued to you vide our letter no. dated

1.4 Second Envelope of your Bid under Bid/Proposal reference no. dated was opened on..... *(Use as applicable)*

- 1.5 (to be inserted if applicable) Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 We confirm having accepted your Bid (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the RfP Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [modify as applicable] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you the Contract for (insert name of the Tender) The scope of work inter-alia includes..... (Indicate brief Scope of Work) as detailed in the documents referred hereinabove.

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the RfP Documents and/or your Bid but are necessary for the successful completion of your scope under the Contract for (insert name of Tender), unless otherwise specifically excluded in the RfP Documents or in this NOA.

3.0 CONTRACT PRICE

- 3.1 The total Contract Price for the entire scope of work under this Contract shall be (Specify the currency and the amount in figures & words) as per the following break-up:

| Sl. No. | Price Component | Amount |
|---------|---|--------|
| 1 | Supply Component | |
| a | Ex Works Price | |
| 2 | Services Component | |
| a | Local Transportation, in-transit Insurance etc. | |
| b | Any other Service | |
| 2 | Total | |

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 You are required to furnish at the earliest a Performance Security(ies), as per the RfP Documents, for an amount of (Specify the value) i.e. equal to 10% (Ten percent) of the Contract Price, and valid upto and including and any other securities as per the RfP Documents.
- (In case any other performance security is required to be furnished, the same is to be mentioned here)
- 5.0 All the bank guarantees shall be furnished from an eligible bank as described in the RfP Documents.

- 6.0 The schedule for Completion of entire scope of works covered under (*insert name of Tender*) shall be ... (*indicate the completion schedule*) months from the date of issue of this Notification of Award for all contractual purposes.
- 7.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 8.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.
- 9.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

.....(*Name of the Employer*)

(*Authorised Signatory*)

Enclosures (if Applicable):

APPENDIX (NOA) – 1 - Record Notes of Post - Bid Discussions held on various dates from to

Contract Agreement

[Format for Contract Agreement to be signed between successful Consultant and Employer on INR 100/- non-judicial Stamp Paper]

CONTRACT AGREEMENT BETWEEN(Name of Employer) AND M/s. (Name of Consultant)

THIS CONTRACT AGREEMENT No. (also referred to as 'Contract') is made on the day of 20....

BETWEEN

(1)(Name of Employer) a company incorporated under the laws of Companies Act 1956 and having its Registered Office at (registered address of the Employer) and its Corporate Office at(address of the Employer)..... (hereinafter called "the Employer" and also referred to as "....(insert abbreviated name of the Employer)")

and

(2) M/s(Name of Consultant), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at (Address of Consultant) and Registered Office at(Registered address of Consultant) (hereinafter called "the Agency" /"the Consultant" and also referred to as "....(insert abbreviated name of the Consultant)").

WHEREAS the Employer desires to engage the Consultant for (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project)..... as detailed in the Contract Document, and the Consultant has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Consultant, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME – B

3. Complete “RfP Documents” read in conjunction with Amendments to to the RfP Documents.

VOLUME – C

4. Proposal Submitted by the Consultant.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Proposal along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference Conditions of Contract Clause 1.0.1)

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

The Employer hereby agrees to pay to the Consultant the Contract Price in consideration of the performance by the Consultant of its obligations hereunder. The Contract Price shall be the aggregate of (*amount in words*) (*.....(amount in figures)*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

| Sl. No. | Price Component | Amount |
|---------|---|--------|
| 1 | Supply Component | |
| a | Ex Works Price | |
| 2 | Services Component | |
| a | Local Transportation, in-transit Insurance etc. | |
| b | Any other Service | |
| 2 | Total | |

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference Conditions of Contract Clause 13.0.0)

The terms and procedures of payment according to which the Employer will reimburse the *Consultant* are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference Conditions of Contract Clause 1.0.1)

The Time of Completion of entire scope of work shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

| | |
|------------|--|
| Appendix 1 | Terms and Procedures of Payment |
| Appendix 2 | Price Adjustment |
| Appendix 3 | Insurance Requirement |
| Appendix 4 | Time Schedule |
| Appendix 5 | List of Approved Subcontractors |
| Appendix 6 | Scope of Works and Supply by the Employer |
| Appendix 7 | List of Documents for Approval or Review |
| Appendix 8 | Guarantees, Liquidated Damages for Non – Performance |
| Appendix 9 | Contract Co-ordination Procedure |

IN WITNESS WHEREOF the Employer and the *Consultant* have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the Consultant

.....

.....

Signature

Signature

.....

.....

Title

Title

in the presence of

in the presence of

Appendix-1 to Contract Agreement

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 21 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Contractor may make applications for payment in respect of part deliveries as work proceeds.

1. TERMS OF PAYMENT

On Supply: Payment @ 100% of Part E (i.e., Supply cost) of price bid table enclosed at Annexure-III of RfP with 100% of GST within 60 days of receipt of the supplier's tax invoice at EESL office with receipt acknowledgement, signed and stamped by authorized representative at designated stores location along with submission of Material Receipt Acceptance Voucher (MRV).

The payment shall be processed upon receipt of following:

- a. Acknowledgement of LOA/NOA and signing of Contract Agreement.
- b. Submission of Project Implementation plan duly accepted by Engineer-in-Charge (EIC), EESL.
- c. The supplier shall provide Contract Performance Guarantee (CPG) equivalent to 10% of total contract value to EESL within twenty-eight (28) days of receipt of the LOA.
- d. Submission of Product Clearance Report as per tender conditions duly certified by representative of EESL.
- e. Submission of material dispatch clearance certificate (MDCC) as per tender conditions duly certified by representative of EESL, if required.
- f. Submission of verified Proof of Delivery/MRV.
- g. Submission of original supply Invoices/Bills duly verified/certified by EESL representative along with proof of delivery.
- h. If the invoice is incomplete, i.e., without complete set of documents then payment due date will start from the date of submission of all necessary documents.
- i. Successful Bidder shall provide 5% of supplied/invoiced lights which are found in functional condition at the time of delivery along with 5% Drivers and 5% SPDs shall be considered as buffer/spares, which will be utilized during maintenance process. These 5% lights, 5% Drivers and 5% SPDs shall not be counted towards payment to vendors from EESL and shall be considered as free of cost (FoC).

2. Conditions of Payment:

- a) The Agency must submit all the documents/reports as per the deliverables of this tender document. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by EESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions.

- b) The payment shall be processed only upon receipt of (i) Acknowledgement of LoA/NOA and signing of contract agreement; (ii) submission of CPG as per tender documents in addition to deliverable documents.
- c) Agency will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by EESL Officer in charge (OIC) or its authorized representative.
- d) The payment shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice.
- e) The amount will be payable in Indian Rupees as per payment milestones/ terms after successful completion of services rendered as per the deliverables mentioned in scope of work.
- f) No advance payment shall be made.
- g) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).

The payment will be made within 60 days from compliance of Payment Terms as mentioned above.

3. For Warranty from Part F of price bid table enclosed at Annexure-III of Rfp: Payment towards the warranty period i.e. from 1st to 7th year will be released as tabulated below:

| Warranty Years/Period | % Part Payment* |
|------------------------------|--|
| 1 st | 5% of part E of price bid table (Supply cost). |
| 2 nd | 5% of part E of price bid table (Supply cost). |
| 3 rd | 5% of part E of price bid table (Supply cost). |
| 4 th | 5% of part E of price bid table (Supply cost). |
| 5 th | 5% of part E of price bid table (Supply cost). |
| 6 th | 5% of part E of price bid table (Supply cost). |
| 7 th | 5% of part E of price bid table (Supply cost). |

*As per the actual number of lights supplied and number of years of warranty availed. Number of years of warranty shall be indicated in the individual POs (release orders) that would be released for supply of lights by EESL from time to time during currency of contract.

Note: Respective Warranty period payments will be released only after successfully completion of warranty year in proportion to the warranty years. Pro-rata payment against warranty shall be made for partial duration of warranty years availed.

i). Submission of Monthly report with details of Driver, SPD, LED Cable or any other items repaired/ replaced against the faulty lights. The report must specify the item wise % of failure rate. This report shall be duly signed & sealed by EESL EIC & Supplier.

ii). Submission of Monthly Satisfactory performance certificate from the authorized EESL representative of the respective State, stating that proper supplies of all type of spare items received on time to maintain the uptime and other performance compliances of ULB.

(a) For comprehensive on-site Warranty: Successful bidder shall ensure minimum 50% of buffer stock at any point of time verified by EIC in charge. In case of failure of LED streetlight which is brought to the notice of successful bidder (by mail, letter etc. by EIC). The same has to be rectified/changed within 48 hours of intimation. If vendor fails to correct the fault within 48 hours, the penalty starts with first penalty being levied on completion of 72 hours from logging of complaint. Penalty rate @ Rs. 100 per day per light shall be imposed by EESL subject to the maximum of 10% of total value of the contract from the payments due to the bidder from the time of completion of 72 hours from logging of complaint till the date of rectification.

(b) Ceiling limit of 10% of total contract value on all penalties cumulative shall be set, over and above the LD Limit of 5% for delay in Supplies and 5% for delay in Submission of reports. EESL has the right to seek any additional documents / information / certification it deems fit prior to the release of any installment. Income tax shall be deducted as applicable under the rules. EESL is at liberty to carry out Third Party Inspection at any time during the contract period.

Other terms and conditions related to payment terms:

1. At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside the Purchaser's country. Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law, from concerned tax authorities for claiming lower tax deduction, if any.
2. All the invoices shall be submitted to EESL for payment, once in a month only.
3. Vendor shall raise supply invoices state-wise once per month only.
4. For warranty invoices, vendor shall raise invoice for its 1st year warranty on pro-rata basis from the start of the warranty period for that particular supply at the end of that particular financial year and from second year onwards the same shall be raised cumulatively for entire year at the end of every financial year, statewise.
5. Payment will be made to the bidder within 60 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of LOA duly accepted & certified by EIC, EESL.
If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, counting of 60 days due date shall start from the

date of submission of revised invoice/ all necessary documents provided relevant terms & conditions of LOA have been fulfilled.

4 Payment towards Taxes and Duties

Employer is liable for and shall pay only applicable GST on various components of prices. Suppliers are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Implementing Partner while quoting bid price. EESL's liability shall be only for applicable GST.

No increase in Taxes and Duties (in case of change), which are payable as per the Contract, shall be allowed beyond the original delivery/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower payable Taxes and Duties amount in case of delivery of Goods/ Installation beyond the original delivery/ Installation dates. Therefore, in case of delivery of Goods/ Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the payable Taxes and Duties amount which may work out either on schedule date or actual date of despatch of Goods/ Installation

Notwithstanding anything above or elsewhere in the contract, in event that input Tax credit of the GST charged by the supplier, is denied by the tax authorities to the employer for reasons associated with non-compliance/incorrect compliance by the supplier, the employer shall be entitled to recover such amount from the supplier by way of adjustment from any of the subsequent invoices submitted by the supplier to the employer. In addition to the amount of GST, the employer shall be entitled to recover interest and penalty, in case any interest/or penalty is imposed by the tax authorities on the employer for incorrect/wrong availing of input tax credit. The employer shall determine whether the denial of credit is linked to the non-compliance/indirect compliance of the supplier and the said determination shall be binding on the supplier.

Note: In any case, EESL shall not fund the subject project from its own resources.

****End of Appendix-1****

Appendix-2 to Contract Agreement

PRICE ADJUSTMENT

The Contract price shall remain **FIRM** and **FIXED** and shall not be subject to Price adjustment for the entire duration of the Contract, in accordance with the provisions of the RfP documents.

****End of Appendix-2****

Appendix-3 to Contract Agreement

INSURANCE REQUIREMENTS

A) Insurances to be taken out by the Contractor

In accordance with the provisions of GCC Clause 17, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) Transit Insurance Policy

(I)(i) Transit Insurance Policy for indigenous equipment

Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Goods/Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Goods/ Plant and Equipment including mandatory Spares from the manufacturer's works to the final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

| Amount | Deductible Limits | Parties insured | From | To |
|---|-------------------|-----------------------|------------------------|---|
| 100% of Supply/Ex Works Price Component of Contract Price of all the Goods /Plant and Equipment including mandatory Spares (if any) to be supplied from within India plus GST, if additionally payable. | Nil | Contractor & Employer | Manufacturer warehouse | Project's warehouse store at final destination or Site location |

Note: Deductibles, if any, shall be to the Contractor's account

- (II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission

documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

- (III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

| Amount | Deductible limits | Parties Insured | From | To |
|-----------------|-------------------|-----------------|------|----|
| _____ NIL _____ | | | | |

-- End --

****End of Appendix-3****

TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

| Sl. No. | Activity | Completion period/Delivery Schedule |
|---------|---|--|
| 1. | Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-4(Part-C) of Bidding Document. | <p>Rates and LoA are valid for one year from the date of issuance of NOA. Prices shall remain fixed & firm during the entire period of the rate contract.</p> <p>Delivery Schedule shall be as per the following:</p> <p>The material shall be allocated by EESL through valid PO's (Release Orders) indicating the supply location, quantity of LED streetlight and warranty period against each line item. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders. Material shall be offered for PDI accordingly in line with the allocations provided.</p> <p><i>All the allocated quantity shall be dispatched within 30 days of the date of issuance of respective release order(s) / allocation intimation by EESL.</i></p> |

For Detailed Terms and conditions related to procedure of allocation of work and supply/delivery schedule kindly refer **Section-4 Part C (Scope of work & Technical Specifications)**.

- 1.1 The activity(ies) under the Contractor's programme for Project Completion shall be in the form of a master network (MNW) and shall identify the various activities like Design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning, etc. of the Facilities or specific part thereof (where specific parts are specified in SCC). The network shall conform to the above Project Completion Schedule.

The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalize the same with the Employer as per the requirement specified in Technical Specifications, which shall form a part of the Contract.

- 1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.
- 1.3 **Time for Completion is the essence of Contract.**

****End of Appendix-4****

LIST OF APPROVED SUBCONTRACTORS

The following Subcontractors/Sub-Suppliers are approved for carrying out the work /items under the Contract as indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 45, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

| Work/Items under Contract | Approved Subcontractors | Nationality |
|---------------------------|-------------------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

End of Appendix-5

SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following personnel, facilities, works and supplies will be provided/supplied by the Employer.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel Charge to Contractor – None

-----NIL-----

Facilities Charge to Contractor - None

-----NIL-----

Electricity and Water Charge to Contractor – None

-----NIL-----

Works Charge to Contractor - None

-----NIL-----

Supplies Charge to Contractor – None

-----NIL-----

****End of Appendix-6****

LIST OF DOCUMENTS FOR APPROVAL OR REVIEW

Pursuant to GCC Sub-Clause 20.3, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager the following documents for:

A. Approval

1.

2.

3.

B. Review

1.

2.

3.

Note:

Bidder shall furnish the exhaustive list, which shall be discussed and finalized for incorporation into the Contract Agreement.

****End of Appendix-7****

GUARANTEES, LIQUIDATED DAMAGES FOR NON – PERFORMANCE

As applicable as per Technical Specs

CONTRACT CO-ORDINATION PROCEDURE

To be provided at the time of signing of Contract Agreement.

Important Instruction for participation in the e-Bidding:

Interested bidders have to register themselves on the portal www.tenderwizard.com/EESL through **M/s. Antares Systems Limited** (Application Service Provider (ASP) appointed by EESL) to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s. Antares Systems Limited at following contact details to complete the registration formalities:

Bidders are requested to visit "e-Tendering" section at EESL website, www.eeslindia.org for instructions and registration on E-tendering portal.

Steps for Registration on EESL's E-Procurement Portal

- (i) Open portal by entering URL www.tenderwizard.com/EESL.
- (ii) Download and read Registration Manual from EESL's e-tendering portal www.tenderwizard.com/EESL
- (iii) Click on 'REGISTER' link for new registration.
- (iv) Fill all mandatory fields and click on 'CREATE PROFILE' button.
- (v) On the next page, upload registration related documents and proceed further.
- (vi) User ID and system-generated password will be displayed. Login and mandatorily change the system-generated password.
- (vii) Login with your new password and Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (viii) Also read the instructions given under Registration Manual available at home page of EESL website www.tenderwizard.com/EESL.

Note: Online registration shall be done on e-tendering website, i.e., www.tenderwizard.com/EESL & in general, activation of registration may take 24 hours. It is sole responsibility of the bidder to register in advance.

There is no fee for Registration on EESL E-procurement Portal.

A. Digital Signature Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) with signing and Encryption certificate (in the name of person who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of EESL.

B. EESL Global Support Telephones and e-mail id

Contact Details: +91-80-45811365, +91-80-45982100, +91-9560095958
mohitkumar@etenderwizard.com, krishna.a@etenderwizard.com

For proper uploading of the bids on the portal namely www.tenderwizard.com/EESL (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from **M/s. Antares Systems Limited**

directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section 2 – ITB of the Bidding Documents.

Tender Conditions applicable for MSE and Start-ups

In case MSE bidders are exempted from submission of Bidding Document fee & Bid Security as per Clause No 1.4 & 2.4 of ITB Section-2, respectively, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Envelop-1 for the purpose of Evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents and Bid Security/EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. Such registration should be prior to deadline for submission of Bids.**

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.
2. **Purchase Preference to MSEs:** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

| Type of tender | Price quoted by MSE | How the tender shall be finalized |
|-----------------|--------------------------|--|
| Can be split | L1 | Full Order on MSE subject to tender evaluation condition |
| Can be split | Not L1 but within L1+15% | 25% order on MSE subject to matching L1 price |
| Cannot be split | L1 | Full Order on MSE |
| Cannot be split | Not L1 but within L1+15% | Full Order on MSE subject to matching L1 price |

- 2.1 Where the tendered quantity can be split:** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one

such MSE (L1+15%) the supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

2.2 Where the tendered quantity cannot be split/divide: In case of tender item is non-split able or non-dividable, etc.: MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

2.3 MSE owned by SC/ST is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST
- b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

2.4 MSE owned by Women is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be Women
- b. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.

If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

3. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be as under subject to their meeting of quality and technical specifications: -

Annexure-II

| Category of tender | Past experience | Average Turn Over | Award Philosophy |
|---------------------------------------|---|--|---|
| Can be split as per tender conditions | 25% of total experience as required for general bidders | 25% of total ATO as required for general bidders | <p>(a) If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE as general bidder.</p> <p>(b) If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE bidder(s) is/are less than 25% after the matching of rates with L1 bidder by adopting the tender split criteria, then the clause of purchase preference for award to MSE bidder(s) up to 25% of the tendered quantity subject to matching L1 rates will be followed to make the total quantity going to MSE bidder(s) @ 25%; provided the</p> |

Annexure-II

| | | | |
|--|--|--|--|
| | | | <p>rates are within L1+15% range. In such cases, remaining quantity after award of 25% to MSE bidder(s) shall be distributed amongst other eligible bidders in the pre-declared split ratio. If order(s) going to MSE bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to MSE bidder(s) in such cases shall be less than 25% which will be in line with the tender conditions.</p> <p>(c) If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates.</p> <p>(d) If after splitting MSE</p> |
|--|--|--|--|

| | | | |
|--|--|--|--|
| | | | <p>bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p>(e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by EESL. However, EESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what</p> |
|--|--|--|--|

Annexure-II

| | | | |
|--|---|--|---|
| | | | <p>is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case EESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by EESL which will be binding on the bidder. EESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.</p> |
| Cannot be split as per tender conditions | 25% of total experience as required for general bidders | 85% of total ATO as required for general bidders | <p>(a) If MSE is L1, 100% order will be given to MSE.</p> <p>(b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder.</p> <p>(c) If MSE is not L1 and not</p> |

| | | | |
|--|--|--|---|
| | | | in range of L1 + 15%, no work will be given to MSE. |
|--|--|--|---|

4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.

whereas, startup means an entity, incorporated or registered in India:

- i Not prior to seven years, however for Biotechnology Startups not prior to ten years,
- ii With annual turnover not exceeding INR 25 crore in any preceding financial year, and
- iii Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- iv Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 7 years and for biotechnology startups 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications will be considered.

NOTES: -

- a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
- b) In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
- c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above "Tender conditions for Benefits/Preference for Micro & Small Enterprises"

(MSEs).”

- e) If bidder submits Bid Document Fee and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.
- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.
- g) Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

(Price-Bid)

(For Reference Purpose Only. Please fill the prices in excel sheet available at e-portal only).

Name of work: "Annual Rate contract for the procurement of 11.53 Lakhs LED Street Lights under SLNP for Design, Manufacture, Testing and Supply having Comprehensive Warranty up to 07 Years on PAN India basis through Open tendering".

[To be Filled Online Only]

| S.no. | Category | Description/Wattage | Quantity (Nos.) | Unit Rate (in Rs.) for supply of Streetlight on FOR destination basis (inclusive of all taxes and duties exclusive of GST(IGST/SGST/CGST/UGST)) | Unit Rate for 7 years warranty (in Rs.) 35% of Column E (@flat 5% per year for 7 years) | Total Unit Rate for the supply with 7years warranty (in Rs.) | Total Cost of Each Wattage (in Rs.) (inclusive of all taxes and duties exclusive of GST(IGST/SGST/CGST/UGST) on for destination basis) | Total Cost of Each Wattage (In words) |
|-------|------------------|---------------------|-----------------|--|--|--|--|--|
| A | B | C | D | E | F=35% of E | G=E+F | H=G*D | |
| 1 | Street Light(SL) | 18 | 6,62,602 | To be filled by Bidder. Please fill the prices in excel sheet available at e-portal only | Not to be filled by the Bidder. To be automatically calculated. | Not to be filled by the Bidder. To be automatically calculated. | Not to be filled by the Bidder. To be automatically calculated. | |
| 2 | | 32 | 16,751 | | | | | |

| | | | | | | | | |
|---|-----------|-----|----------|--|--|--|--|--|
| 3 | | 35 | 2,17,650 | | | | | |
| 4 | | 45 | 1,136 | | | | | |
| 5 | | 70 | 1,73,362 | | | | | |
| 6 | | 110 | 64,331 | | | | | |
| 7 | | 140 | 1082 | | | | | |
| | | 190 | 332 | | | | | |
| 8 | Flood | 110 | 1,439 | | | | | |
| 9 | Light(FL) | 190 | 14,383 | | | | | |

Important Conditions to be considered before quoting the rates:

| | |
|---|--|
| 1 | The bidder needs to fill-up only one field (Column E of price bid table), i.e, unit rate for supply on FOR destination basis and rate for 7 years warranty(Column F) shall be automatically calculated in the price table as 35% of the unit price of LEDs quoted at Column E of price bid table (i.e. @ flat 5% per year for 7 years) |
| 2 | Every bidder must quote all the wattages/items as mentioned in the price table. |
| 3 | Price Bid's evaluation will be carried out based on the unit rate for each wattage of Street light with 7 years of warranty. |
| 4 | The bidder with the lowest rate/price of each wattage/item shall be designated as the lowest bidder (L-1) for that respective wattage/item |
| 5 | L1 (lowest price/rate) will be arrived from the total amount (Column H of price bid table) for each wattage of Street light supply with 7 years warranty |

Other terms and conditions: -

1. The Bidder shall indicate in the Price Bid, the unit prices in ₹ (INR) and total Bid prices of the Goods & Services in the prescribed format only. Bidders shall quote for the complete requirement of Goods and Services specified under the Contract on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.
2. The bidder should compulsorily quote for all heads in the price-bid format for which separate analysis/ reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted.
3. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.
5. The above prices are exclusive of GST but prices are inclusive of inland transportation including loading, unloading and transfer to Site, insurance, P& F Charges and other costs incidental to delivery.
6. Please note that selection of the bidder will be done on the techno-commercially acceptable bid and item-wise L-1 (Least Cost) basis as per evaluate criteria defined in Part-A (BDS) of Section-4. Bidder should quote for complete scope of work as defined in the RfP documents.
7. Prices will remain firm till the execution of the contract and nothing shall be payable extra apart from the prices quoted above.

I/We have read all the terms and conditions of the RfP/IFB/NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the RfP/IFB/NIT.

(SEAL)
Signature of Tenderer or
Their Authorized Representative: _____

Dated: _____

Name & Address of Tenderer:

Phone No: _____
Fax no.: _____

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s. _____ (insert Name & Address of the Contractor) _____ who have submitted their bid to(insert name of the Employer)..... against their tender specification Vide ref. No. for (insert name of the package alongwith the project name) is our customer for the past years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

| Sl. No. | Type of Facility | Sanctioned Limit as on Date | Utilisation as on Date |
|---------|------------------|-----------------------------|------------------------|
| | | | |
| | | | |

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised
Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK