



ENERGY EFFICIENCY SERVICES LIMITED  
(A JV of PSUs of Ministry of Power, Govt. of India)  
103-106, F Wing, Level-3, 1st Floor, Tower-2,  
Seawoods Grand Central, Nerul, Navi Mumbai - 400 706

## CONTRACTS DEPARTMENT

### OPEN TENDER

#### DETAILED INVITATION FOR BIDS (IFB)

#### *FOR*

**Name of Work:** -: Hiring of housekeeping agency at Energy Efficiency Services Limited Nagpur office for 2 Years

**NIT/BID Document No-** EESL/SWC/2023-24/CONTRACTS/232400003 **Date:**06/07/2023

EESL invites bids from interested bidders for the aforesaid work(s) under Single-stage Two-envelope Bidding Process **Offline Mode**. For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be communicated to email only. The bidders should keep themselves updated by regularly checking their email for any amendment/corrigendum/ clarification in regard to this Tender.

For & on Behalf of EESL

### BID DETAILS

NIT/Bid Document No.	<b>NIT/BID Document No.:-</b> EESL/SWC/2023-24/CONTRACTS/232400003 <b>Date:-</b> 06/07/2023
Bidding Document Cost	Rs. 2,000/- (Rupees Two Thousand Only) (non-refundable) In the form of Banker's Cheque/Demand Draft/Pay in Favour of ' <b>Energy Efficiency Services Limited.</b> ' Payable at Delhi. <b>Or</b> <b>NEFT/RTGS to following Account No</b> <b>Account Name: ENERGY EFFICIENCY SERVICES LIMITED</b> <b>Account No: 2164002100012319</b> <b>IFSC: PUNB0216400</b> <b>Branch Name: DELHI NEW, L.C.B.</b>
Earnest Money Deposit (EMD)/ Bid Security	Rs. 7,600/- (Rupees Seven Thousand Six Hundred Only). (refundable) In the form of Banker's Cheque/Demand Draft/Pay in Favour of ' <b>Energy Efficiency Services Limited</b> ' Payable at <b>Delhi</b> . (EMD in the form of BG/DD should be valid up to 135 days from the date of bid opening). <b>Or</b> <b>NEFT/RTGS to following Account No</b> <b>Account Name: ENERGY EFFICIENCY SERVICES LIMITED</b> <b>Account No: 2164002100012319</b> <b>IFSC: PUNB0216400</b> <b>Branch Name: DELHI NEW, L.C.B.</b>
Document Sale Date & Timing, i.e., Last date & time	From 06/07/2023 to 27/07/2023(up to 1100 IST)
Bid Submission Period	From 06/07/2023 to 27/07/2023 (up to 1100 IST)
Vendor Meeting	There is no pre-bid meeting for this Tender.
Technical Bid Opening Date & Time	27/07/2023 at 1130 hrs. IST, offline, at following address Energy Efficiency Services Limited First Floor, H. No. 790, Plot NO. 1A, Opp. NEERI RPTS Bus Stop, Narkeshari Layout, West High Court Road, Laxmi Nagar, Nagpur-440022
Price Bid Opening Date & Time	To be intimated Later
Bid Validity Duration	180 days from the date of opening of techno-commercial bid.
Contact Person(s) for Technical Queries ( <i>copy of the query to be marked to Contracts Dept. as well</i> )	Mr. Amit Chopade (Asst. Manager - Tech). Energy Efficiency Services Ltd. E-mail - <a href="mailto:aschopade@eesl.co.in">aschopade@eesl.co.in</a> Phone - 91-8408857064
Contact Person(s) for Tender-related Queries	Ms. Snehal Dongre (Dy Manager - Contracts) Energy Efficiency Services Ltd. E-mail: <a href="mailto:snehal@eesl.co.in">snehal@eesl.co.in</a> , Phone - 91-8860680951
RfP to be addressed to	Regional Cluster Head, Energy Efficiency Services Limited First Floor, H. No. 790,Plot NO. 1A, Opp. NEERI RPTS Bus Stop, Narkeshari Layout, West High Court Road, Laxmi Nagar, Nagpur-440022

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



**The entire Bid Documents shall be submitted in a single (Big) envelope should be consisting of following 2 envelopes**

<b>Envelope 1-</b>	<ul style="list-style-type: none"><li>▪ <b>Packet-I (Pre-Qualifying Document)</b></li><li>▪ <b>Packet-II (Techno-Commercial Bid proposal)</b></li></ul>
<b>Envelope 2 -</b>	<ul style="list-style-type: none"><li>▪ <b>Price Bid (Part C)</b></li></ul>

The Entire Bid Documents must reach the following address in a sealed single/Big envelope superscribed **“NIT/Bid Document No: EESL/SWC/2023-24/CONTRACTS/232400003 Date:- 06/07/2023”** before the submission date & time mentioned above.

Regional Cluster Head,  
Energy Efficiency Services Limited  
103-106, 1<sup>st</sup> Floor, F-Wing, Tower-2,  
Seawoods Grand Central, Nerul Navi Mumbai - 400706

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

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Annexure-A submission/payment of EMD and Bid Document cost and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Bidding Document Cost and EMD are self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

EESL reserves the right to cancel / withdraw the IFB without assigning any reason whatsoever and in such a case, no bidder / intending bidder shall have any claim arising out of such action.

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**Scope of Work/Supplies, Terms & Conditions, Technical Specifications & Special Conditions of Contract**

**NOTE: THE TERMS & CONDITIONS STIPULATED IN SECTION-4 WILL SUPERSEDE ANY CONTRADICTORY/SIMILAR/OVERLAPPING TERMS & CONDITIONS IN ANY OTHER SECTION/PART OF THE TENDER**

**PART-A: General Information**

**Name of the Work:** Hiring of housekeeping agency at Energy Efficiency Services Limited Nagpur office for 2 Years.

**NIT/BID Document No:-** EESL/SWC/2023-24/CONTRACTS/232400003 **Date:**06/07/2023

**BIDS ARE TO BE SUBMITTED AS FOLLOWS: -**

**Envelope – 1, should contain Packet-I (Pre-Qualifying Documents) and Packet-II (Techno-Commercial Bid proposal) and Envelope-2 should contain Price Bid as per Part-C . Manual/Hard Copy of documents need to be submitted for these envelopes as described below.**

**Packet-I of Envelope - 1 (Pre-Qualifying documents) should contain following:**

1. Bid document fee in the form of NEFT/RTGS/ Banker's Cheque/ Demand Draft drawn in favour of "Energy Efficiency Services Limited" payable at Delhi. **(To be submitted in hard copy/ manually in the tender-box on and before Technical Bid Opening Date & Time)**
2. Bid Security fees/Earnest Money Deposit in form of NEFT/RTGS/ Banker's Cheque/Demand Draft/Pay order in favour of "Energy Efficiency Services Limited" or in the form of Bank Guarantee as prescribed format [attachment 2]. **(To be submitted in hard copy/ manually in the tender-box on and before Technical Bid Opening Date & Time)**
3. MSE bidders are exempted from submission of Bid document fees and Bid Security fees/Earnest Money Deposit as indicated in Annexure-A. If bidder is claiming MSE certificate for the Tendered item in the certificate. Such certificate claiming exemptions shall be uploaded in **Packet-I of Envelope – 1** and the same will be considered for 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**

- a. In case bidder has submitted MSME certificate (containing applicable NIC code as indicated in Tender Document) then MSME certificate will be considered for evaluation of **Packet-I of Envelope – 1** & benefit of MSME will be provided to bidder for exemption of Bid document fees and Bid Security fees/Earnest Money Deposit as per Annexure-A of the RfP.
- b. In case bidder has submitted MSME certificate, then MSME certificate will be considered for evaluation of **Packet-I of Envelope – 1** & benefit of MSME will be provided to bidder for exemption of Bid document fees and Bid Security fees/Earnest Money Deposit as per Annexure-A of the RfP.

**Packet-II of Envelope - 1, i.e., Techno-Commercial Proposal of the Bid Should Contain the following:**

**(To be submitted in hard copy/ manually in the tender-box on and before Technical Bid Opening Date & Time)**

- i. 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** Duly filled and Signed by authorized signatory.
- ii. Notarized Power of attorney to sign the bid as **Attachment-3**. Bidders to use their own format.
- iii. Deviation statement as per **Attachment 4**  
**NOTE:** *EESL reserves the right to consider or disregard deviations, and reject bids in case of non-compliance. Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the Tender will be treated as non-responsive and will not be considered further.*
- iv. Form of acceptance of EESL fraud prevention policy and declaration as per **Attachment- 6** Duly filled and Signed by authorized signatory.
- v. NEFT/RTGS Bank details as per **Attachment-7**. Duly filled and Signed by authorized signatory.
- vi. Certificate regarding Declaration of local content **(as per format in attachment -8)**.
- vii. Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" **(as per format in attachment -9)**.
- viii. Submission of Performa of letter of undertaking, if applicable **(as per format in attachment -10)**.
- ix. Submission of certificate regarding acceptance of important conditions **(as per format in attachment -11)**.
- x. Submission of **Compliance Matrix/ CHECK – LIST FOR BIDDERS (as per format in attachment -12)**.
- i. 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 Bidder shall clearly mention tender reference no. and date of signing the self-declaration.
- ii. 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
- iii. One complete set of RfP documents and subsequent amendments (if any), duly signed and stamped on each page.
- iv. Documents asked for submission in Qualifying requirement (clause 7) and any anywhere else in the Tender document.

**Envelope-II should contain Price Bid (to be filled-up offline)**

Since the bids are to be submitted through offline mode, the prices are to be Price Bid Sheet Format is prescribed at **Part - C** in the Tender document and bidders are requested **to submit the price bid in hard copy at EESL along with the documents.**

- i. Price Bid Sheet is prescribed at **Part – C** in the Tender document

Initially, **Packet-I of Envelope – 1 & Packet-II of Envelope – 1** containing documents as stated above will be opened at the same time.

Subsequently Envelope-2, Price Bid shall be opened subject to acceptance of Techno-Commercial Bid under **Packet-I of Envelope – 1 & Packet-II of Envelope – 1**. Opening date will be intimated to all those bidders, who are found **technically & commercially responsive and qualified to EESL.**

Price-Bid of the **non-responsive and dis-qualified** bidders will not be opened.

Note: -

1. ***Unorganized/Un-labelled Bids are liable to be rejected. In case of E-tendering, Bidder to enclose an index of pages with proper nomenclature for each document enclosed and inserted page no. on the documents to be submitted online at E-tendering portal***

### **DISCLAIMER**

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

## **PART-B: Scope of Work/Supplies and Qualifying Requirements**

### **INTRODUCTION**

Energy Efficiency Services Limited (EESL) is a Joint Venture of NTPC Limited, Power Grid Corporation of India Limited (PGCIL), Power Finance Corporation Limited (PFC) and Rural Electrification Corporation Limited (REC), established in order 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

#### **Objectives**

- To facilitate preparation of energy efficiency projects for Demand Side Measures including municipal functions, agriculture, public building, lighting etc.
- To implement schemes, program and policies of central and state governments or its agencies.
- Partner with private ESCO's 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

#### **1. SCOPE OF WORK:**

- 1.1. Cleaning of corridors (mopping, drying, wetting, etc), office premises including office cabins, other common areas occupied by EESL
- 1.2. Dusting of all electronic equipment's, furniture's, doors (glass/wooden), etc. in the EESL premises
- 1.3. Removal of wastes from dustbins to desired location
- 1.4. Daily maintenance of Plants inside EESL premises
- 1.5. Deep Sanitisation and disinfections of all rooms in EESL office premises on daily basis
- 1.6. Any other housekeeping related activity as desired by EESL
- 1.7. Agency to provide minimum 1 nos. person for housekeeping activity
- 1.8. Office Working Hours: 9:00AM to 6:30PM
- 1.9. Working Days: 26 Days (Saturday-Sunday off)
- 1.10. Cleaning of pantry/canteen premises
- 1.11. Preparation of Tea/Coffee/etc. as asked by EESL officials and serving the same at their cabins/workstation
- 1.12. Serving the officials as and when required
- 1.13. Opening and shutting EESL office
- 1.14. Prevents entrance of unauthorized or undesirable persons.
- 1.15. Making records of daily visitors
- 1.16. Any other work as assigned by EESL officers
- 1.17. The persons deployed by the agency should not have any adverse police record/criminal case against them.
- 1.18. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they deploy.



- 1.19. A copy of the police verification report should be deposited in the EESL office within 45 days of issue of letter of award of work
- 1.20. Any other housekeeping related activity as desired by EESL

## **2. GENERAL TERMS & CONDITIONS:**

- 2.1. All services shall be performed by persons qualified and skilled in performing such services
- 2.2. The persons deployed by the agency should not have any adverse Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the EESL.
- 2.3. The service provider will also ensure that the personnel deployed are medically fit and will keep record a certificate of their medical fitness
- 2.4. The service provider will withdraw such employee who are not found suitable by EESL for any reasons immediately on receipt of such a request from the EESL
- 2.5. The service provider shall engage necessary persons as required by this EESL from time to time. The said persons engaged by service provided shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month through cash/account payee cheque and provide a proof of doing so to the EESL. The company/firm/agency will provide proof of receipt of wages by the workers before the end of each month. There is no master & service relationship between the employees of the service provider and EESL and further that the said persons of the service provider shall not claim any absorption in EESL on any ground whatsoever.
- 2.6. The service provider's personnel shall not divulge or disclose to any person, any details of the office, operational process, technical know-how, security arrangements, administrative/organizational matters as all these matters are of confidential/secrete nature
- 2.7. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of EESL. The service provide shall be responsible for any act of indiscipline on the part of persons deployed by the agency
- 2.8. That the persons deputed shall not be below age of 21 years and above 35 years
- 2.9. EESL office may require the service provider to remove from the office, any person or persons, employees by the service provider who may be incompetent or for his/her misconduct or due to any other reason whatsoever, the service provider shall forthwith comply with such direction and shall replace such person immediately
- 2.10. The service provider has to provide photo identity cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by their persons & their loss reports immediately



- 2.11. The service provider shall ensure proper conduct of their persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 2.12. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider.
- 2.13. Service provider shall ensure to have dress code for the persons engaged by them
- 2.14. The working hours would normally be 9 hours per day from 9:00 AM to 6:30 PM during working days including ½ hour lunch break in between. However in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sundays and other gazetted holidays, if required.
- 2.15. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including minimum wages act, Employees Provident Fund Act, ESI act, etc. and EESL shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particulars of EPF, ESI of its employees engaged in EESL on monthly basis along with bill submitted by them
- 2.16. No wage/remuneration will be paid to any person for the days of absence from duty.
- 2.17. The service provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies as per the requirement of EESL.
- 2.18. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 2.19. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special messenger from EESL to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the EESL in fulfilment of the contract from time to time.
- 2.20. This EESL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 2.21. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If the EESL suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the EESL for the same. The agency shall keep the EESL fully indemnified against any such loss or damage.

- 2.22. The EESL will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- 2.23. The Successful bidder will enter into an agreement with this EESL for supply of suitable and qualified Manpower as per requirement of this EESL on these terms and conditions. The agreement will be valid from a period of 2 years from the date of contract and shall continue to be in force in the same manner, unless terminated in writing. The charges quoted by the agency shall be fixed for a period of two years and no request for any change/modification shall be entertained before expiry of the period. The contract/agreement is further extendable subject to satisfactory performance of the agency with such amendments as mutually agreed upon.
- 2.24. The service provider shall not assign; pledge or sub contract the performance of services without the prior written consent of this EESL.
- 2.25. The agency shall disburse the salary of the workers before 7th of the succeeding months.
- 2.26. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement, then one month's wages etc. and any amount due to the agency from the EESL shall be forfeited by the EESL.
- 2.27. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or no employment by the personnel of the agency. It shall be the entire responsibility of the agency to pay and settle the same.
- 2.28. In the event of any dispute arising in respect of the clauses of the agreement, Courts at Delhi will have the jurisdiction to adjudicate upon the matter, if any.
- 2.29. The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure of it will attract forfeiture of the performance security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.

### **3. CONTRACT DURATION:**

Contract is valid for 2 (two) years from the date of issue of LOA.

### **4. PAYMENT TERMS:**

**The payment shall be processed only after receipt of following: -**

- 4.1. Acceptance of LOA and signing of Contract Agreement (within 30 days from issuance of LOA).
- 4.2. Submission of Contract Performance Guarantee (CPG) as per CPG clause, i.e. within 30 days from issuance of LOA. In case of any delay, necessary penalty shall be applicable.
- 4.3. Submission of original supply Invoices/Bills duly verified/certified by EESL representative along with proof of delivery duly certified by client.
- 4.4. Bidder must provide invoice copy along with the required documents to EESL EIC.

Sr. No.	Payment Term	Criteria
1.	100% of payment (plus applicable GST)	Submission of duly signed payment invoice by EESL EIC & attendance record

**\*Note:**

**1) Vendor will raise the invoice for 100% value of service.**

**2) GST payment is subject to timely compliances of GST Act, so that there is no GST Input Credit Loss to EESL. If any loss incurred to EESL due to non-compliance of GST, EESL reserves the sole right to recover it from successful bidder.**

**4.5. Other terms and conditions related to payment terms:**

- 4.5.1. 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.
- 4.5.2. All the invoices shall be submitted to EESL for payment, once in a month only.
- 4.5.3. Payment will be made to the bidder within 30 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.
- 4.5.4. If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, counting of 30 days' due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of LOA have been fulfilled.
- 4.5.5. In case of default in statutory payments/compliances, EESL reserves the right to hold the payment unless the same is not furnished
- 4.5.6. Successful bidder to submit payment invoices/billing on calendar month basis i.e bill date should be last day of calendar/ billing month.
- 4.5.7. The Successful bidder should strictly follow all payment compliance of GST and other tax compliances

**5. QUALIFYING REQUIREMENTS:**

The agency is required to furnish the following Documents

Sr. No.	Particulars Required for eligibility	Documents to be submitted
1.	Bidder shall be the Company/Organization registered in India.	Copy of Company registration certificate/registered organisation certificate for the concerned authority
2.	The bidder may be an individual firm (i.e., a proprietorship firm, partnership firm, company, corporation or joint venture).	Copy of Certificate of Incorporation, issued by the Registrar of Companies/ Memorandum of Association/Articles of Association or any other relevant document(s).
3.	The bidder shall be registered under GST.	Copy of GST Registration certificate and Pan Card
4.	Bidders should have an average Annual Turnover (ATO) of at least Rs. 1,14,000/- in last three years i.e. FY 2020-21, 21-22 and 2022-23.	CA certificate for preceding last three Financial Year i.e. FY 2020-21, 2021-22 & 2022-23 to be submitted by bidder. Turnover means Revenue from Operations. In case non-availability of FY 2022-23 data, Turnover of FY 2019-20 may be submitted

**Notes:**

1. EESL Reserves the right not to seek any deficient document/clarifications from the bidders after opening of techno-commercial bid, if any bid is found to be in non-conformance to the tender conditions or deviating from the tenders, EESL reserves the right to outright reject such bid without seeking any clarification. Bidder to take cognizance of the same and submit their bid accordingly.
2. EESL reserve the right to use the in-house available data, if required, to evaluate the tender including the data/documents submitted by the vendor in their previous tender(s). However, this should not be understood that relevant documents /certificates or any other requirement as required in the instant RFP is not to be provided by any vendor participating in the tender who has earlier participated in any of the earlier tenders by EESL.
3. For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSMEs relaxation will be given in this tender as per Clause No. 2.4 of Section 2 of this tender.
  - Bidder is allowed to participate in consortium with NSIC. In case of Consortium of NSIC, the lead members & consortium partners shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.
  - In case party is participating in consortium as highlighted in S.no 1, the lead members & consortium partners shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.
  - In case of participation as NSIC, it is clarified as consortium of maximum three members are allowed including NSIC as lead member. In one tender, only bid from one NSIC Consortium will be accepted.
  - "Holding Company "and "Subsidiary "shall have the meaning ascribed to them as per Companies Act, 1956 or, in vogue.
  - In case bidder has been found to be defaulting on the delivery/installation period (in LoA issued) as per assessment (supply, installation etc.) will be liable to be rejected.
  - In case the Bidder does not meet the requirement of clause above on its own, it can quote on the basis of experience of its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company. In such a case the consolidated experience of Bidder and/or its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company shall be considered, as applicable.
  - Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
  - In case a bidder does not satisfy the ATO criteria, stipulated on its own, the holding company would be required to meet the stipulated turnover requirements at above, 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 Board Resolution, as per the format enclosed in the bid documents (attachment-10, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award. However, Bidder & Holding company, both in this case still has to meet the profitability criteria as highlighted at clause 4 above.
  - Other income shall not be considered for arriving at annual turnover.
  - The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive.
  - All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief.
4. The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise tender will rejected. All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief

5. 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):
- Online Payment Acknowledgement towards the Bid Document fee (applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited Mumbai" 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.
  - MSE certificate for the Tendered item (NIC Codes-as given in the RfP Documents)/ valid NSIC Certificate with the mention of Tendered item in the certificate. The issuance date for aforesaid certificates must be prior to deadline for submission of bids.
  - Power of Attorney (POA) to sign the bid.
  - Form of acceptance of EESL fraud prevention policy and declaration (as per format in Section 6, Forms & Procedure).
  - NEFT/RTGS Bank details (as per format in Section 6, Forms & Procedure).
  - 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.
  - Certificate regarding Declaration of local content (as per format in Section 6, Forms & Procedure).
  - 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.
  - Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India".
  - JV/Consortium Agreement (if applicable).
  - 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.
  - Any other documents/details/information of historical nature.

## **6. EVALUATION OF BIDS**

- Tender will be evaluated for complete scope of work as defined in tender documents on technically suitable lowest evaluated bidder as stated in BILL of Quantity.
- Further, in case a party is not able to distribute the quantity allocated to them as per scheduled timelines, EESL reserves the right to shift the part/full quantity to another bidder, who has matched the price.
- However, irrespective of the quantity awarded, bidder has to ensure that the distribution schedule. If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.
- In the event of tie in prices between two or more bidders, the bidder with highest Annual turnover (ATO) will be given preference

## **7. TAXES, DUTIES & LEVIES:**

Prices shall be inclusive of all taxes and duties including labour cess (Except GST). However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). Any other charges/cost/TA/DA is also included in the quoted price.

## **8. ADJUDICATOR:**

Adjudicator under the contract shall be appointed by the Appointing Authority i.e. CEO (EESL). If the bidder does not accept the Adjudicator proposed by EESL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the EESL and Bidder have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.



## **9. ARBITRATION:**

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.

## **10. SAFETY:**

- 10.1. The BIDDER shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of installation. Also, the BIDDER shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident, injury or Casualty.
- 10.2. The BIDDER shall issue Identity Cards to their employees deployed for execution of the assigned works in the District with the consent of Engineer In charge.
- 10.3. The BIDDER should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the BIDDER's employees shall insist upon the EESL for employment, wages, and allowances or any other related matter, payment etc.
- 10.4. The BIDDER to deploy their manpower immediately for carrying out the work as specified above.
- 10.5. The BIDDER shall not deploy the manpower below the age of 18 years.
- 10.6. The BIDDER shall not deploy the female manpower between 7 PM to 6 AM.
- 10.7. The BIDDER shall be directly responsible for any / all disputes arising between him and his persons and keep EESL indemnified against all losses, damages and claims arising thereof. The BIDDER shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower. All safety wears required for the BIDDER's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the BIDDER at his own cost and he shall ensure that his employees regularly use such safety gears while executing the work.
- 10.8. The BIDDER shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. The EESL shall be at liberty to object to the presence of any representative or employees of the BIDDER at the site, if in the opinion of the EESL such manpower has done any act of misconduct or negligence or otherwise undesirable, then the BIDDER shall remove such a person objected to and provide a competent replacement immediately.
- 10.9. Bidder must Deduct and deposit ESI and PF contribution. Copies of the same shall be submitted.

## **11. COMPLIANCE WITH ALL STATUTORY REGULATIONS:**

- 11.1. 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 Labour 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.
- 11.2. 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.

- 11.3. The successful bidder, at their own cost, shall arrange disposal of failed LED Lamps /various part of the Luminaires as per the relevant provisions of various acts/regulation in force from time to time.

## **12. CONTRACT AGREEMENT:**

Successful Bidders shall submit contract agreement on Rs.100 stamp paper (two copies) within 30 days from the receipt of LOA to Contract's Dep't.

## **13. Purchase Preference as per "Public Procurement (Preference to Make in India), order 2017" last amendment dated 04-June-2020)**

Revised order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade dated 16 Sept. 2020 Shall be applicable. As per revised order:

- Only 'Class-I Local Suppliers' and 'Class-II Local Suppliers' are eligible to bid in this tender subject to fulfillment of 'Local Content Requirement' clause as mentioned above.
- Margin of purchase preference applicable to 'Class I Local Supplier' is 20%.

Bidder shall submit a self-declaration certificate stating the minimum percentage of local content as per the format given in **Attachment-8 of Tender Document**.

### **NOTE:**

- Bidder shall carefully go through the above mentioned order in order to understand the whole process and definition of various terms (e.g. Class-I Local supplier, Local content etc.) pertaining to the said order.
- False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial rules along with such other actions as may be permissible under law.

## **14. CONTRACT PERFORMANCE BANK GUARANTEE(CPG):**

- 14.1. Within Thirty (30) days from the date of notification of award (LoA) from EESL, the successful agency shall furnish the CPG in the form of Demand Draft/ Pay Order or Bank Guarantee for 10% of the total contract value. The Bank Guarantee must be valid to cover Project Period i.e. Two year and 3 Months Claim Period (i.e. for 27 months). EESL reserves right to invoke CPG in case extended CPG/fresh CPG is not furnished at least 30 days prior to expiry of original CPG.
- 14.2. Any delay in submission of CPG / BG shall be deemed as accruing of financial benefits to the agency and EESL may take necessary interest penalty recovery action (Interest @ SBI MCLR rate for 1 year + 2% ) from the payments due to supplier / agency for the period of delay. However, this provision does not bind EESL in any way from proceeding against the agency (including cancellation of LoA / LoI etc.) for non-compliance towards non submission of CPG.
- 14.3. In case of non-submission of CPG, EESL shall invoke the EMD in lieu of CPG and pending CPG amount shall be retained from the submitted invoices.
- 14.4. Bank guarantee shall be from any Nationalized Banks/other scheduled private banks as per list given in RFP. EESL shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the agency in connection with the contract including of guarantee obligations. Failure of the Successful Agency to comply with the requirements of IFB/RfP shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.



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

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

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

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

15. EESL reserves the right for quantity variation up to +/-10%.

16. Further, EESL reserves the right to place a repeat order in case of urgency for part quantity in the Rate Contract for similar work on same prices, terms and conditions.

**17. FOR START-UP FIRMS & MSES RELAXATION WILL BE GIVEN IN THIS TENDER AS PER ANNEXURE-A OF THIS TENDER.**

**18. PENALTIES AND LIQUIDATED DAMAGES:**

- 18.1. In case of any delay in the execution of the order beyond the stipulated time schedule, including any extension permitted in writing, EESL reserves the right to recover from the agency a sum equivalent to 0.5% of the value of the delayed/unexecuted portion of work for each week of delay and part thereof subjected to 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.
- 18.2. Alternatively, EESL reserves the right to purchase service from elsewhere at the sole risk and cost of agency and recovery all such extra cost incurred by EESL in procuring the service from the resources available including security deposit/ encashment of bank guarantee or any other source etc. Further, if any cost incurred by EESL due to delay in work completion by the party beyond the completion time as per LoA, the same will shall be recovered from the party's invoice/EMD/BGs etc.
- 18.3. And also, EESL reserves the right to cancel the order completely or partly without any prejudice to the exercise of the actions.

**19. ACTION BY EESL, IF L1 BACKS OUT:**

After opening of price bid, if L1 bidder backs out, the bidder will be put on holiday list of EESL for a period of one year. During this tenure, the bidder will be barred from participation in EESL tendering process. However, bidder has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If bidder is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there is no running contract



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

**PART-C**  
**PRICE BID**

**Name of the Work:** Hiring of housekeeping agency at Energy Efficiency Services Limited  
Nagpur office for 2 Years

**NIT/BID Document No-** EESL/SWC/2023-24/CONTRACTS/232400003 **Date:-** 06/07/2023

DESCRIPTION OF WORK	RATE IN INR PER MONTH (EXCL. GST) [A]	TOTAL NO. OF MONTHS [B]	TOTAL AMOUNT IN INR FOR 2 YEARS (EXCL. GST) [C=AxB]
Housekeeping service		24	
<b>Total Amount (Excl. GST) in Words:</b>			

**Other Terms and Conditions**

- The Bidder shall indicate in the Price Bid, the unit prices in Rs. (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.
- 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.
- Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.
- The above prices are exclusive only of GST. Successful bidder mandatorily registered himself under GST act.
- The bidder shall submit PAN and GST number in support of claim of GST.
- Bidder's to quote for all items in each bid otherwise their bid will be rejected.
- If there is a discrepancy between words and figures, the amount written in words will prevail.
- Prices will remain firm till the execution of the contract.
- Please provide HSN/SAC code related to items/services.
- The above prices are inclusive of manpower/ loading/ unloading/ transportation/ installation/ commissioning, lodging & boarding, travel expenses etc. Any other charges/cost/TA/DA is also included in the above contract price

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.

Dated:

(SEAL)  
Signature of Tenderer or  
Their Authorized Representative

Name & Address of Tenderer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

**BID FORM**

To,  
Regional Cluster Head  
Energy Efficiency Services Limited.  
103-106, F Wing, Level-3, 1st Floor,  
Tower-2, Seawoods Grand Central,  
Nerul, Navi Mumbai - 400 706

**Name of the Work:** Hiring of housekeeping agency at Energy Efficiency Services Limited Nagpur office for 2 Years

**NIT/BID Document No.:-** EESL/SWC/2023-24/CONTRACTS/232400003

**Date:-** 06/07/2023

Dear Sir,

With Reference to your subject IFB/RfP, we are pleased to submit our bid for “.....”  
.....” in a sealed cover as detailed below:

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

Envelope 2: Price Bid

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

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

We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-4 save those pertaining to any rebates offered, shall not be given effect to.

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

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

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

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

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

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S &AUTHORISED SIGNATORIES

ADDRESS:

MOBILE NO.:

LAND LINE NO.:

**Our correspondence details are:**

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

**Bid Security Form  
Bank Guarantee**

(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)*

5<sup>th</sup> and 6<sup>th</sup> Floor, Core –III, 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 of .....20.....at.....

Witness:

Signature:

Signature:

Name:

Name :

Official address:

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.



**ATTACHMENT - 3**

**Name of Work:** Hiring of housekeeping agency at Energy Efficiency Services Limited  
Nagpur office for 2 Years

NIT/BID Document No-EESL/SWC/2023-24/CONTRACTS/232400003      Date- 06/07/2023

**POWER OF ATTORNEY**

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



**ATTACHMENT - 4**

**Name of the Work:** Hiring of housekeeping agency at Energy Efficiency Services Limited Nagpur office for 2 Years

**NIT/BID Document No.:-** EESL/SWC/2023-24/CONTRACTS/232400003

**Date:-** 06/07/2023

**(DEVIATIONS STATEMENT)**

Bidder's Name and Address:

To,  
Regional Cluster Head  
Energy Efficiency Services Limited.  
103-106, F Wing, Level-3, 1st Floor,  
Tower-2, Seawoods Grand Central,  
Nerul, Navi Mumbai - 400 706

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
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A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : (Signature).....  
Place : (Printed Name).....  
(Designation).....  
(Common Seal) .....

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

(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-3, 6<sup>th</sup> 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 Intent No ..... dated

.....and the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \* ..... % (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 of

.....as 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 this .....day of.....at.....

Witness

.....

Signature

.....

Name

.....

Official Address

.....

Signature

.....

Bank's Rubber Stamp

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.**

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

### SCHEDULED COMMERCIAL BANKS

#### • NATIONALISED BANKS

Sr. No.	Name of Banks	Sr. No.	Name of Banks
1.	State Bank of India	2.	Canara Bank
3.	Bank of India	4.	Central Bank of India
5.	Bank of Maharashtra	6.	Indian Overseas Bank
7.	Indian Bank	8.	Punjab National Bank
9.	Punjab & Sind Bank	10.	UCO Bank
11.	Union Bank of India	12.	Bank of Baroda

#### • SCHEDULED PRIVATE BANKS (INDIAN BANKS)

Sr. No.	Name of Banks	Sr. No.	Name of Banks
13.	Bank of Rajasthan	14.	Sangli Bank Ltd.
15.	Bharat Overseas Bank Ltd.	16.	South Indian Bank Ltd.
17.	Catholic Syrian Bank	18.	Tamilnad Mercantile Bank Ltd.
19.	City Union Bank	20.	United Western Bank Ltd.
21.	Dhanalakshmi Bank	22.	ING Vysya Bank Ltd.
23.	Federal Bank Ltd.	24.	UTI Bank Ltd.
25.	Jammu & Kashmir Bank Ltd.	26.	S.B.I. Commercial & International Bank Ltd.
27.	Karnataka Bank Ltd.	28.	Ganesh Bank of Kurundwad Ltd.
29.	KarurVysya Bank Ltd.	30.	INDUSIND Bank Ltd.
31.	Lakshmi Vilas Bank Ltd.	32.	ICICI Bank Ltd.
33.	Lord Krishna Bank Ltd.	34.	HDFC Bank Ltd.
35.	Nainital Bank Ltd.	36.	Centurion Bank of Punjab Limited
37.	Kotak Mahindra Bank	38.	Development Credit Bank Ltd.
39.	Ratnakar Bank Ltd.	40.	Yes Bank
		41.	IDFC Bank

#### • SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sr. No.	Name of Banks	Sr. No.	Name of Banks
42.	Abu Dhabi Commercial Bank Ltd.	43.	Sonali Bank
44.	ABN Amro Bank Ltd.	45.	Standard Chartered Bank
46.	American Express Bank Ltd.	47.	J.P Morgan Chase Bank
48.	Bank of America NA	49.	State Bank of Mauritius
50.	Bank of Bahrain & Kuwait	51.	Development Bank of Singapore
52.	Mashreq Bank	53.	Bank of Ceylon
54.	Bank of Nova Scotia	55.	Bank International Indonesia
56.	The Bank of Tokyo-Mitsubishi UFJ Limited.	57.	Arab Bangladesh Bank
58.	Calyon Bank	59.	Cho Hung Bank
60.	BNP Paribas	61.	China Trust Bank
62.	Barclays Bank	63.	Mizuho Corporate Bank Ltd.
64.	Citi Bank	65.	Krung Thai Bank
66.	Deutsche Bank	67.	Antwerp Diamond Bank N.V. Belgium
68.	The Hong Kong and Shanghai Banking Corporation Ltd.	69.	Internationale Nederlanden Bank N.V. (ING Bank)
70.	Oman International Bank	71.	Bank of China Ltd.
72.	Societe Generale	73.	

#### • PUBLIC SECTOR BANK

Sr. No.	Name of Banks
74.	IDBI Ltd.



ATTACHMENT - 6

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

To,  
Regional Cluster Head  
Energy Efficiency Services Limited.  
103-106, F Wing, Level-3, 1st Floor,  
Tower-2, Seawoods Grand Central,  
Nerul, Navi Mumbai - 400 706

Sub: Letter of Acceptance of EESL Fraud Policy  
Ref: EESL/SWC/2023-24/CONTRACTS/232400003 Date:-06/07/2023

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](http://www.eeslindia.org)**

**REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)**

From: M/s\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: RTGS/NEFT Payments

We 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	
GST No. of the supplier	

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

Encl: As above:-

Confirmed by Banker  
With SealSignature of supplier  
With stamp &Address

## CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head]

To,  
Regional Cluster Head  
Energy Efficiency Services Limited.  
103-106, F Wing, Level-3, 1st Floor,  
Tower-2, Seawoods Grand Central,  
Nerul, Navi Mumbai - 400 706

**Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June 2020**

Ref: NIT/Bid Document No: .....

Dear Sir/Madam,

This is to certify that following is the local content percentage in the IDC Fixtures/Sets being offered/quoted against aforementioned tender by M/s\_, the same is in compliance with Ministry of Commerce and Industry order no.: **P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June 2020** and the bidder shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,

Yours faithfully,  
Signature  
(Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

.....

Printed Name.....

Seal.....

UDIN No .....

Date.....

Place.....



**Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"**

***(To be submitted on Applicant's Letter Head)***

To,  
Regional Cluster Head  
Energy Efficiency Services Limited.  
103-106, F Wing, Level-3, 1st Floor,  
Tower-2, Seawoods Grand Central,  
Nerul, Navi Mumbai - 400 706

Dear Sir,

With reference to our bid proposal for participation in EESL tender NIT/Bid Document No :

\_\_\_\_\_dated : \_\_\_\_\_, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above 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.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure...

\*Bidder to strike-off, if not applicable.

\*\*Bidder to mention the Annexure no.

Date\_\_\_\_\_

\_\_\_\_\_  
Seal of Organization & Signature of Authorized Applicant

Place: \_\_\_\_\_

**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.: EESL/SWC/2023-24/CONTRACTS/232400003      Date:- 06/07/2023

Our Reference No .....Date: .....

Bidder's Name and Address:

To,  
Regional Cluster Head  
Energy Efficiency Services Limited.  
103-106, F Wing, Level-3, 1st Floor,  
Tower-2, Seawoods Grand Central,  
Nerul, Navi Mumbai - 400 706

Dear Sir,

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

**Witness:**

(1)  
Holding Company  
.....

(2)  
.....

**Yours faithfully,**

(Signature of Authorized Signatory) on behalf of the  
Name & Designation .....

Name of the Holding Company .....  
(Seal of Holding Company)

**(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)**

Bidder's Name&amp; Address

To,  
Regional Cluster Head  
Energy Efficiency Services Limited.  
103-106, F Wing, Level-3, 1st Floor,  
Tower-2, Seawoods Grand Central,  
Nerul, Navi Mumbai - 400 706

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.

- Terms of payment
- Performance Security
- Taxes and Duties
- Completion Time Guarantee
- Project information, Estimation, (As per Tables in price bid Assumptions and conditions for Evaluation)
- Deliverables
- Evaluation of Bids
- Contract Duration
- Adjudicator
- Arbitration
- Compliances with all statutory Regulations
- Penalties & Liquidity Damages

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:

Signature:

Place:

Printed Name:

Designation:

Common Seal

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

## ATTACHMENT -12

### Compliance Matrix/ CHECK – LIST FOR BIDDERS

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

Sl	Details / Terms & Conditions	Applicable for	Yes / Attached	No	Reasons for non-compliance/ Remarks
1	EMD, If applicable	Indian Bidders			
2	EMD Exempted for being MSEs / Start-up	Indian Bidders			
	Relevant Certificate of MSEs / Start-up Certificate from DIPP is required to be submitted	Indian Bidders			
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders			
	In case of Women entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders			
	Declaration & Undertaking By Micro & Small Scale Enterprises / Start-up Companies	Indian Bidders			
3	Duly signed and company sealed copy of whole tender document	Indian Bidders			
4	Duly filled up and attached Technical (Unpriced) Bid & all applicable formats of Tender Document	Indian Bidders			
5	Separate sheet(s) for Deviation if any, from the tender conditions with seal and signature of authorized personnel	Indian Bidders			
6	Declaration of the quoted nos. of Packages by the bidder (As per attachment 11 of the tender document)	Indian Bidders	Not Applicable		
7	GST Registration Certificate and PAN Card Copy.	Indian Bidders			
8	CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT(As per attachment 13 of the tender document)				

## ANNEXURE-A

### **1. Bid Security/Earnest Money Deposit (EMD) (To be submitted Offline before bid submission time)**

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

The bidder shall furnish, as part of its bid, a bid security in a separate envelope (ITB Clause 2.1). The bid security shall, at the bidder's option, be in the form of a Banker's cheque, Demand Draft in favor of "Energy Efficiency Services Limited" or a bank guarantee as per format in section VI. 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 technically acceptable 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:

1.1 Following benefits will be given to Start ups and MSEs in this tender: -

All MSEs notified as per GFR 2017 clause no. 1.10.4 and as notified below shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSE must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME, indicated below: -

- (a) District Industries Centers;
- (b) Khadi and Village Industries Commission;
- (c) Khadi and Village Industries Board;
- (d) Coir Board;
- (e) National Small Industries Corporation;
- (f) Directorate of Handicraft and Handloom;
- (g) Udyog Aadhar Memorandum issued by Ministry of MSE; or
- (h) Any other body specified by the Ministry of MSME.

1.2 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:**

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- 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:**

- In case of proprietary MSE, proprietor(s) shall be Women
- In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
- 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: -**

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>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>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 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>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>If after splitting MSE 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>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-</p>

			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 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.
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	If MSE is L1, 100% order will be given to MSE. If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder. If MSE is not L1 and not 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:

- Not prior to seven years, however for Biotechnology Startups not prior to ten years,
- With annual turnover not exceeding INR 25 crore in any preceding financial year, and
- 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
- 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: -

- 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.
- 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.
- 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.
- 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)."
- If bidder submits EMD/bid security fees 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.
- 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.
- Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.