



एनर्जी एफिशिएंसी सर्विसेज लिमिटेड
विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों की संयुक्त उद्यम कंपनी
ENERGY EFFICIENCY SERVICES LIMITED
A JV of PSUs under the Ministry of Power

Amendment No. 1

Ref: EESL/06/2024-25/BREDA/ SSLs-RMS/OTE/242507003/Amend-1

Date: 06/08/2024

To,

All the prospective Bidders

Subject: Amendment No. 1 in Tender RfP No: EESL/06/2024-25/BREDA/SSLs - RMS/OTE/242507003 dated: 30.07.2024 for "Pre-Bid Tie up for Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under Mukhyamantri Gramin Solar Street Light Yojana in Bihar State prior to bid submission by EESL to BREDA".

References:

1. NIT No: EESL/06/2024-25/BREDA/SSLs - RMS/OTE/242507003 dated: 30.07.2024

Dear Sir/Madam,

The following Amendment(s) to above mentioned RfP are hereby authorized: -

EESL's responses to pre-bid queries are issued herewith as **Annexure – A**.

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

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

Thanking You,

For and On Behalf of EESL



(Vamsi Mohan Undoori)
Sr. Manager (Contracts)

मोहन
06.08.2024

पंजीकृत कार्यालय: एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,
कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003
दूरभाष: +91 (011) 45801260, फॉक्स: +91 (011) 45801265
वेबसाइट: www.eeslindia.org

REGISTERED OFFICE: NFL Building, 5th & 6th Floor
Core – III, SCOPE Complex, Lodhi Road, New Delhi – 110003
Tel.: +91 (011) 45801260, Fax: +91 (011) 45801265
Website: www.eeslindia.org

Sr No.	Query Reference/ Clause as per RfP	Clause	RFP Section	Page	Query/Request	Clarified as / Amended as
1	Bidder should have successfully executed / completed "Similar work" in the last 7 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both private &/or Government Distribution Company) /Government Department/Public Sector Undertaking (PSU)/Urban Local Body (ULB) /any other Govt. entity.	1.1.1	Section – 4 Part- B Eligibility Criteria and Qualification Requirement	Page 3	Request you to kindly consider the private experience.	Clarified as: The provisions of RfP document shall remain unchanged.
2	Single Work Order valued not less than Rs. 65.54 Crores OR Two Work Orders each valued not less than Rs. 40.96 Crores OR Three Work Orders each valued not less than Rs. 32.77 Crores.	1.1.1	Section – 4 Part- B Eligibility Criteria and Qualification Requirement	Page 3	Request you to kindly modify the experience as follow Single Work Order valued not less than Rs. 40 Crores OR Two Work Orders each valued not less than Rs. 30 Crores OR Three Work Orders each valued not less than Rs. 20 Crores	Clarified as: The provisions of RfP document shall remain unchanged.
3	Sub-contractors technical experience and financial resources shall not be taken into account in	1.1.1	Section – 4 Part- B	Page 3	Request you to kindly consider private experience as a sub-contractor.	Clarified as:

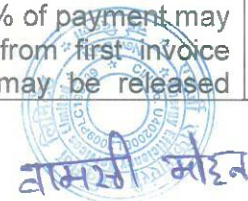
	determining the Bidder's compliance with the qualifying criteria.		Eligibility Criteria and Qualification Requirement			The provisions of RfP document shall remain unchanged.
4	Bidders should have an Average Annual Turnover (ATO) of at least Rs. 24.57 Crores during the last 3 Financial Years.	1.2.1	Section – 4 Part- B Eligibility Criteria and Qualification Requirement	Page 4	Kindly consider the Turnover 15 Crore of last 3 year (including un-audited balance sheet FY 2023-24 duly certified by C.A)	Clarified as: The provisions of RfP document shall remain unchanged.
5	Payments will be released after submission of payment confirmation Slip / Payment advice of the client to EESL and confirmation of payment credit in EESL account.	2.7	Section – 4 Part- C Technical Specifications	Page 8	Kindly delete this conditions, If not possible then kindly confirm what is purpose of this condition. Due to this issue contractor payments will effect. Contract payment will suffer If in near future create any dispute between EESL and BREADA.	Clarified as: The provisions of RfP document shall remain unchanged.
6	The agency shall provide the Payment credited Statement from PRD / respective stakeholder along with UTR number as a proof of payment while submission of the invoice.	2.7 (V)	Section – 4 Part- C Technical Specifications	Page 9	Kindly delete this condition.	Clarified as: The provisions of RfP document shall remain unchanged.


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7	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).	2.7 (VI) (b)	Section – 4 Part- C Technical Specifications	Page 9	Kindly confirm how to pay bill within 30 days of 1st Milestone from the submission of invoice if bill issued in first week of each month. This will automatically convert this payment from 30 days to 60 days. Because 1st week invoice GST return will file in next month mid.	Clarified as: The provisions of RfP document shall remain unchanged.
8	EESL intends to ring-fence payments made by customers for eligible payments under the contract for the subject tender.	2.7 (VIII) Paragraph - 2	Section – 4 Part- C Technical Specifications	Page 10	Kindly define this condition with more clarity and also confirm this condition and condition mentioned on SECTION 4 (part c) on Page 8 on Paragraph 2.7 are same.	Clarified as: The provisions of RfP document shall remain unchanged.
9	Payments will be released after submission of payment confirmation Slip / Payment advice of the client to EESL and confirmation of payment credit in EESL account.	2.7	Section – 4 Part- C Technical Specifications	Page 8	This Condition may be removed. As the tender, multiple vendors would be working for EESL for this project. Invoice would be raised by EESL; therefore, it would be difficult to identify the payment respective payment may lead to misappropriation at EESL end and also may create confusion. Further, payment be withheld or delayed by BREDA, due to reasons beyond the control of vendor or due to anything on part of EESL or another	Clarified as: The provisions of RfP document shall remain unchanged.

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					vendor. this could create problem in release of payment by BREDA for others.	
10	Contract Performance Guarantee	4	Section – 4 Part- C Technical Specifications	Page 11	As most of the conditions are as per BREDA tender, CPG clause may also be matched with BREDA tender. This would improve our initial cashflow, that can help in smooth project implementation.	Clarified as: The provisions of RfP document shall remain unchanged.
11	The agency shall provide the Payment credited Statement from PRD / respective stakeholder along with UTR number as a proof of payment while submission of the invoice.	2.7 (V)	Section – 4 Part- C Technical Specifications	Page 9	as there is dependency on others also, therefore, may be removed or clarified.	Clarified as: The provisions of RfP document shall remain unchanged.
12	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).	2.7 (VI) (b)	Section – 4 Part- C Technical Specifications	Page 9	Please remove this clause, as it is requirement of act and shall be fulfilled. Further, for making the payment to vendor, this may not be checked as this may take time to reflect on GST portal. Therefore, if payment is released by BREDA, immediately released to vendor. initially the 5% of payment may be retained from first invoice and further may be released	Clarified as: The provisions of RfP document shall remain unchanged.



					upon submission of CPG without any interest or penalty.	
13	Subcontractors ⁹ technical experience and financial resources shall not be taken into account in determining the Bidder ⁹ s compliance with the qualifying criteria. The bid can be submitted by an individual firm only (i.e., Sole bidder). Consortium/JV not allowed.	1.1.1	Section – 4 Part- B Eligibility Criteria and Qualification Requirement	Page 3	J.V/ Consortium clause should be allowed	Clarified as: The provisions of RfP document shall remain unchanged.
14	Bidders should have an Average Annual Turnover (ATO) of at least Rs. 24.57 Crores during the last 3 Financial Years.	1.2	Section – 4 Part- B Eligibility Criteria and Qualification Requirement	Page 4	It should be increased to 300 Cr above	Clarified as: The provisions of RfP document shall remain unchanged.
15	Bidder should have successfully executed / completed 8Similar work ⁹ in the last 7 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both	1.1.1	Section – 4 Part- B Eligibility Criteria and Qualification Requirement	Page 3	Past experience should include – total nos. of streetlights supply / SITC @ 20 Lakh or more in the past 3 years.	Clarified as: The provisions of RfP document shall remain unchanged.



	private &/or Government Distribution Company) /Government Department/Public Sector Undertaking (PSU)/Urban Local Body (ULB) /any other Govt. entity.					
16	Bid Security / EMD	16	Section – I Invitation for Bid	Page 11	Vendors have to submit EMD BG of Rs. 5,39,00,000----- Please confirm we can submit the Surety Bond instead of EMD BG.	Amended as: <i>EMD in the form of Insurance Surety Bond is acceptable, Format is attached herewith. Accordingly, ITB 2.4, Section-2 stands amended to this effect. Please note that all terms and conditions in the RfP related to the EMD Bank Guarantee (BG) are also applicable to the EMD Insurance Surety Bond, including the conditions at Sl. No. 6 of Section-4 (Part-A BDS).</i>
17	Contract Performance Guarantee: Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/ e-BG of value equaling 5% of the total Contract value.	4	Section – 4 Part- C Technical Specifications	Page 11	-	Amended as: CPG in the form of Insurance Surety Bond is acceptable, Format is attached. Accordingly Serial no. 6 of SECTION – 4, Part – D of Special Conditions of Contract (SCC) stands amended. Please note that all terms and conditions in the RfP related to the CPG Bank Guarantee (BG) are also applicable to the CPG Insurance Surety Bond.



**New Forms in
SECTION – 6 - FORMS AND PROCEDURES**

Form 2b. BID SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To: (insert Name and Address of Employer)

WHEREAS M/s. (Insert name of Bidder)..... having its Registered/Head Office at (Insert address of the Bidder) (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for '.....', under Specification No.: (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (*insert name & address of the Insurer*) having its Registered/Head Office at(*insert address of registered office of the Insurer*)..... (hereinafter called "**the Insurer** " which expression shall include its successors, administrators, executors and assigns), are bound unto(*insert name of Employer*)..... (hereinafter called "the Employer") in the sum of(*insert amount of Bid Security in figures & words*)..... for which payment well and truly to be made to the said Employer, the **Insurer** binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said **Insurer** this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with

the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with Conditions of the Tender, or
 - (ii) To furnish the required performance security, in accordance with Conditions of the Tender.or
- (6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (*insert date in line with stipulations of the tender*)....., and any demand in respect thereof must reach the **Insurer** not later than the above date.

Notwithstanding anything contained herein:

- 1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*) _____ [*value in words*] _____.
- 2. This **Insurance Surety Bond** shall be valid upto _____ (*validity date*) _____.
- 3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

Form 6c. PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on (insert date of the notification of award)....by you to M/s (Name of Contractor),

(or)

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor),

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Insurance Surety Bond issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)..... by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate)

....., the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing **Insurer**), a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the **Insurer**)..... do hereby irrevocably guarantee payment to you up to i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this **Insurance Surety Bond** shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) 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 Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this **Insurance Surety Bond** shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*) _____ [*value in words*] _____.
2. This **Insurance Surety Bond** shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Insurer _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is**

- higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.
 3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
 4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.