

**SECTION - 1**

**INVITATION FOR BIDS (IFB)**

**“Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India”.**

S N	Details	
1.	Date of issuance of IFB	<b>21.10.2024</b>
2.	NIT/Bid Document No.:	NIT Bid Document No: EESL/06/2024-25/1GW Solar Module /OTE/242510001
3.	Funding	Domestic
4.	Name of the Employer/ Buyer/Owner	<p>Energy Efficiency Services Limited   A JV of PSUs under the Ministry of Power Corporate Office at: 5th Floor, Core-3, SCOPE Complex, Lodhi Road, New Delhi 110003</p> <p>EESL, invites sealed bids from eligible bidders for the subject tender for scope, inter-alia covers <b>“Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India”</b> on domestic competitive bidding basis under secured e-procurement procedure.</p> <p>This Invitation for Bids extended through media, website or written communication or by any other means shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.</p>
5.	Publication	<p>This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package published on EESL Website and e-procurement portal (<a href="http://www.tenderwizard.com/EESL">www.tenderwizard.com/EESL</a>) and on Government of India’s Central Public Procurement Portal (<a href="https://eprocure.gov.in">https://eprocure.gov.in</a>). Any Corrigendum and/or amendments, etc. shall also be published only on the above website/portals.</p>
6.	e-procurement portal	<p>This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package published on EESL Website and e-procurement portal (<a href="http://www.tenderwizard.com/EESL">www.tenderwizard.com/EESL</a>) and on Government of India’s Central Public Procurement Portal (<a href="https://eprocure.gov.in">https://eprocure.gov.in</a>). Any Corrigendum and/or amendments, etc. shall also be published only on the above website/portals.</p> <p><i>(Refer Annexure-I to this Section for Important Instruction for participation in the e-Bidding).</i></p>
7.	Bidding Procedure	Single Stage Two Envelope Bidding (Domestic Competitive Bidding under e-procurement)

S N	Details							
8.	Brief Scope of Work	<p>1. The brief scope of work essentially consists of following:</p> <p><b>“Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India”</b> as per Technical Specifications and Scope of work of this RfP.</p> <p><i>(The detailed scope of work is given in the Technical Specification (Part-C of Section-4) of the Bidding Documents).</i></p>						
9.	Completion Period/Delivery Schedule	<table border="1"> <thead> <tr> <th data-bbox="619 618 700 696">Sl. No.</th> <th data-bbox="700 618 1091 696">Activity</th> <th data-bbox="1091 618 1508 696">Completion Period / Delivery Schedule</th> </tr> </thead> <tbody> <tr> <td data-bbox="619 696 700 2033">1.</td> <td data-bbox="700 696 1091 2033">Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-4(Part-C) of Bidding Document.</td> <td data-bbox="1091 696 1508 2033"> <p>This is a rate contract for 6 months. LOA/NOA shall be valid for 6 months i.e. 0.5 year from the date of issuance of LOA/NOA. Prices shall remain fixed &amp; firm during the entire period of the rate contract.</p> <p><b>Delivery Schedule for supplying Goods to the supply location (Hub) shall be as per the following:</b></p> <p>The material shall be allocated by EESL through System Generated Release Orders (ROs)/Purchase Orders indicating the supply location (Hub) and quantity. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders.</p> <p><i>All the allocated quantity shall be manufactured and delivered to the supply location (Hub) (as mentioned at Cl. No.2.1.1 of Section-4</i></p> </td> </tr> </tbody> </table>	Sl. No.	Activity	Completion Period / Delivery Schedule	1.	Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-4(Part-C) of Bidding Document.	<p>This is a rate contract for 6 months. LOA/NOA shall be valid for 6 months i.e. 0.5 year from the date of issuance of LOA/NOA. Prices shall remain fixed &amp; firm during the entire period of the rate contract.</p> <p><b>Delivery Schedule for supplying Goods to the supply location (Hub) shall be as per the following:</b></p> <p>The material shall be allocated by EESL through System Generated Release Orders (ROs)/Purchase Orders indicating the supply location (Hub) and quantity. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders.</p> <p><i>All the allocated quantity shall be manufactured and delivered to the supply location (Hub) (as mentioned at Cl. No.2.1.1 of Section-4</i></p>
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			<p><i>Part C of the RfP) within the stipulated timeline (as mentioned at Cl. No.2.3.2 of Section-4 Part C of the RfP) from the date of issuance of respective release order(s) / purchase order(s).</i></p> <p>In case of delay in delivery of material at site on F.O.R. Hub Location basis, Liquidated Damages (LD) will be applicable as per terms and conditions of the RfP/NOA/LOA/Contract..</p> <p>The supplier can improve upon the schedule depending upon his capacity and production rate.</p> <p>Bidder must provide invoice copy including copy of challan etc. for dispatched material within one day of dispatch of material. This is a mandatory requirement for EESL records.</p> <p>Bidder must also ensure the dispatched material should have EESL invoice copy attached to the box to be delivered at the hub locations.</p>	
10.	Qualifying Requirements (QR)	For Detailed Terms and condition related to procedure of allocation of work and supply/delivery schedule kindly refer <i>Section-4 Part C (Scope of work &amp; Technical Specifications) of the RfP.</i>		
11.	Bidding Documents	The complete RfP/ Bidding Documents are available at EESL's e-procurement portal <a href="http://www.tenderwizard.com/EESL">www.tenderwizard.com/EESL</a> .		
NIT Bid Document No: EESL/06/2024-25/1GW Solar Module /OTE/242510001			SECTION-1 Invitation for Bid(IFB)	Page 4 of 8

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	The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.																																																																						
12.	Pre-bid meeting	<p>Date: <u>04.11.2024</u> Time: <u>1100 Hrs. (IST)</u>  Place:  Kind Attn.: DGM (Contracts) / Manager (Contracts)  Energy Efficiency Services Limited,  Core-5, 4<sup>th</sup> Floor, SCOPE Complex,  Lodhi Road, New Delhi-110003  Contact No.: +91 11 45801260  Email: <a href="mailto:prabodh.singh@eesl.co.in">prabodh.singh@eesl.co.in</a>/<a href="mailto:mainak.roy@eesl.co.in">mainak.roy@eesl.co.in</a></p> <p>Further it may be mentioned that Pre-bid meeting will be conducted for this tender as per detail provided in Section-1 IFB and this also be communicated through Portal.  However, a query may be forwarded to EESL in the following format within 4 days of floating of inquiry.</p> <table border="1" data-bbox="625 1169 1497 2042"> <thead> <tr> <th colspan="2">Name of Tender</th> <th colspan="3"></th> </tr> <tr> <th colspan="2">Tender No.</th> <th colspan="3"></th> </tr> <tr> <th colspan="2">Tender ID</th> <th colspan="3"></th> </tr> <tr> <th colspan="2">Bid Opening Date</th> <th colspan="3"></th> </tr> <tr> <th colspan="2">Bidder's Name</th> <th colspan="3"></th> </tr> <tr> <th colspan="2">Contact person from Bidder with address, e-mail and Contact No.</th> <th colspan="3"></th> </tr> <tr> <th rowspan="2">Sr. No.</th> <th>Section No.</th> <th rowspan="2">Description as Per RFP</th> <th rowspan="2">Queries/ Clarification of the bidder</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>Page No.</th> </tr> <tr> <td rowspan="3">1.</td> <td>Para No/ Clause No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Section No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Page No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="3">2.</td> <td>Para No/ Clause No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Section No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Page No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Para No/ Clause No.</td> <td></td> <td></td> <td></td> </tr> </thead></table>			Name of Tender					Tender No.					Tender ID					Bid Opening Date					Bidder's Name					Contact person from Bidder with address, e-mail and Contact No.					Sr. No.	Section No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks	Page No.	1.	Para No/ Clause No.				Section No.				Page No.				2.	Para No/ Clause No.				Section No.				Page No.					Para No/ Clause No.			
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		<p><b>Note: The pre-bid meeting shall be conducted online, for which requisite link is mentioned below.</b></p> <p><b>However, those Bidders who wish to attend physically, may do so by reaching the aforementioned address at stipulated date and time.</b></p> <p><b>For more details, refer Part A of Section-4 of RfP.</b></p>		
13.	Deadline for submission of bids	<p>Soft Copy Part of the Bids: <u>11.11.2024 up to 1100 Hrs. (IST)</u></p> <p>Hard Copy Part of the Bids: <u>11.11.2024 up to 1100 Hrs. (IST)</u></p>		
14.	Bid Opening:	<p><b>Envelope-1 (First Envelope) (Comprising Packet-I and Packet-II):</b> Date: <u>11.11.2024</u> Time: <u>1130 Hrs. (IST)</u></p> <p><b>Envelope-2 (Second Envelope) (Comprising Price Bid):</b> Schedule shall be intimated after evaluation of First Envelope bids in accordance with ITB.</p> <p><i>(Bids shall be opened in the presence of the bidders' representatives who choose to attend in person at the address below or may be viewed by the bidders by logging in to the portal).</i></p>		
15.	Bidding Document/Tender fee	<p><b>Rs. 25,000/-</b> (Non-refundable and non-adjustable)</p> <p>Document/Tender Fee must be submitted either in physical form or paid online <i>(for details refer ITB 1.4, Section-2)</i>.</p>		
16.	Bid Security/EMD	<p><b>Bidder have to submit EMD package wise as per the following :</b></p> <p><b>For Package I: Rs. 10,08,00,000.00 (Rs. Ten Crores Eight Lakhs only).</b></p> <p><b>For Package II: Rs. 10,38,00,000.00 (Rs. Ten Crores Thirty Eight Lakhs only).</b></p> <p><b>For Package III: Rs. 6,72,00,000.00 (Rs. Six Crores Seventy Two Lakhs only).</b></p> <p><b>For Package IV: Rs. 8,82,00,000.00 (Rs. Eight Crores Eighty Two Lakhs only)</b></p> <p><b>For Package V: Rs. 6,02,00,000.00 (Rs. Six Crores Two Lakhs only).</b></p>		

S N	Details	
		<p>If a bidder is participating in multiple packages, they must submit separate EMDs for each package of value as specified above.</p> <p>Bid security / EMD must be submitted either in physical form or paid online (<i>for details refer ITB 2.4, Section-2</i>).</p>
17.	Address for correspondence	<p>(By Post/In Person)  DGM (Contracts)/Manager (Contracts)  Energy Efficiency Services Limited,  Core-5, 4<sup>th</sup> Floor, SCOPE Complex,  Lodhi Road, New Delhi-110003  Contact No.:  Email: <a href="mailto:prabodh.singh@eesl.co.in">prabodh.singh@eesl.co.in</a>/<a href="mailto:mainak.roy@eesl.co.in">mainak.roy@eesl.co.in</a></p>

**Pre bid meeting Link:**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NWQ2NmEwNmYtM2MwOC00MWM0LWE2ZmYtYjhhODU3MWZmYzYw%40thread.v2/0?context=%7b%22tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22oid%22%3a%2279dcb175-7f7a-4ef1-84ba-b5608247f8c8%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWQ2NmEwNmYtM2MwOC00MWM0LWE2ZmYtYjhhODU3MWZmYzYw%40thread.v2/0?context=%7b%22tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22oid%22%3a%2279dcb175-7f7a-4ef1-84ba-b5608247f8c8%22%7d)

Meeting ID: 440 662 338 72

Passcode: 73KEnF

Microsoft Teams.

**Note:**

- 1.0 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB, Section-2 and the contract shall be executed as per the provisions of the Contract.
- 2.0 In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the Envelope-1 (First Envelope) bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Bidding Document/Tender fee and Bid Security/EMD in line with **Annexure-II**, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at **ITB 4.2, Section-2**.

- 3.0 EESL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 4.0 EESL intends to ringfence payments made by retail customers and funds provided by institutional clients for eligible payments under the contract for the subject tender.

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



SECTION - 2

INSTRUCTIONS TO BIDDERS (ITB)

## Preamble

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

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

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

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

## SECTION-2

### INSTRUCTIONS TO BIDDER (ITB) / CONSORTIUM OF BIDDERS

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## SECTION-2

### INSTRUCTIONS TO THE BIDDER (ITB)

1.1 The bidding documents include the following:

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

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

#### 1.1.1 Source of Funds:

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

#### 1.1.2 Eligible Bidders:

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

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

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

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

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

### 1.1.3 Interpretations

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

## 1.2 Clarification on Bidding Documents

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

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

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

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

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

## 1.3 Amendment to bidding documents

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

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

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

## 1.4 Cost of tender Documents

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

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

## B. Preparation of Bids

### 2.1 Procedure for Submission of Bid/RfP.

Single Stage Two Envelope Bidding Process:

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

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

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

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

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

### 2.2 Cost of Bid/ RfP

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

### 2.3 Language of Bids

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

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

## 2.4 Bid Security/Earnest Money Deposit (EMD)

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

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

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

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

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

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

The bid security may be forfeited if:

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

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

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

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

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

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



## 2.8 Bid prices

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

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

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

## 2.9 Price Basis

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

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

## 2.10 Period of Validity of Bid

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

## 2.11 Format and Signing of Bid

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

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

## 2.12 Contents of the Bid/proposal

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

## 2.13 Disclaimer

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

## **2.14 Authorized Signatory (Bidder or Consortium of bidders)**

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

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

## **2.15 Consortium related conditions**

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

## **2.16 Contact details of the Bidder or Consortium of bidders**

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

## **2.17 Taxes, Levies and Duties**

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

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

### **C.Submission of Bids**

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

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

The envelope in hard copy shall

(a) be addressed to the Employer at the address given in this RfP Documents, and

(b) bear the tender name, the Invitation for Bids title and number indicated in the BDS, and the statement "Do Not Open Before [date]," to be completed with the time and date specified.

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

## **3.2 Deadline for Submission of Bids**

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

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

### 3.3 Late Bids:

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

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

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

### (D) Bid Opening and Evaluation.

#### 4.1 Bid Opening Process

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

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

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

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

#### 4.2 Clarification on Bids

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

#### 4.3 Preliminary Examination of Bids.

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

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

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

#### 4.4 Arithmetical errors rectification process

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

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

#### 4.5 Preliminary Evaluation

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

#### 4.6 Acceptance of Important Condition

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

Governing Laws	-	Clause 13 of GCC
Settlement of Disputes	-	Clause 14 of GCC
Terms of payment	-	Clause 21 of GCC
Contract Performance Security-	-	Clause 24 of GCC
Taxes and Duties	-	Clause 25 of GCC
Completion Time Guarantee	-	Clause 19 of GCC
Defects Liability	-	Clause 30 of GCC
Patent Indemnity	-	Clause 31 of GCC
Limitations of Liability	-	Clause 46 of GCC
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid

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

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

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

#### 4.7 Technical Evaluation

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

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

#### 4.8 Commercial Evaluation

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

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

#### 4.9 Evaluations of Deviations:

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

##### a) Technical and Commercial Deviations

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

##### b) Time schedule (program of performance)

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

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

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

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

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

##### c) Functional Guarantees of the facilities (if Applicable)

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

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

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

#### 4.10 Opening of Second Envelope

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

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

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

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

#### 4.11 Contacting the Employer

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

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

### E. Award of Contract

#### 5.1 Award criteria

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

Except for the deviations listed in Attachment-5, the bidder would be required to comply with all the requirements of bidding documents without any extra cost to EESL failing which his bid security will be forfeited. Further, the EESL may request the bidder to withdraw any or all of the deviations listed in Attachment - 5 to the winning bid, at the price shown for the deviation in Attachment 5 to the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

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

Single Contract shall be placed for following Price Components:

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

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

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

## 5.3 Notification of Award

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

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

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

## 5.4 Cancellation

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

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

## 5.5 Modifications

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

### 5.5.1 Signing the Contract Agreement

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

## 5.6 Contract Performance Security

Within twenty-eight (28) days after receipt of the Notification of Award, the successful bidder shall furnish the performance security for five percent (5%) of the contract price or as specified in RfP/Bidding Documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to the EESL.

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

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

## 5.7 Corrupt or Fraudulent practices:

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

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

## 5.8 Ineligibility for Future Tenders

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

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

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



## SECTION-3

### GENERAL CONDITIONS OF CONTRACT (GCC)

## GENERAL CONDITIONS OF CONTRACT

### Preamble

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

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

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

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

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

the Facilities are to be supplied, and such other land or places as may be specified in the Contract as forming part of the Site or site of EESL's client.

"Effective Date" means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.

"Delivery" means the transfer of the Goods from the Supplier to the Employer in accordance with the terms and conditions set forth in the Contract.

"Completion" means the completion of Delivery of Goods and fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

"Applicable Law" - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.

"Government" means the Government of the Employer's country i.e.INDIA.

"Local Currency" means the currency of the Government of India.

"Party" means the Employer or the Bidder, as the case may be, and "Parties" means both of them.

"Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.

"Services/Related Services" means the work to be performed by the Supplier pursuant to this Contract, as described in the detailed Scope of Work. The said Services/Related Services may include services incidental to the supply of the Goods, such as insurance, installation, training, supervision of installation and initial maintenance and other such obligation of the Supplier under the Contract;

Law Governing the Contract: The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of

		<p>Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / EESL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p> <p>Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
2.0	<b>Contract Documents</b>	<p>2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>2.2 The Contract agreement will be signed in two originals and the Supplier shall be provided with one signed original and the rest will be retained by the EESL.</p> <p>2.3 The Supplier shall provide free of cost to the EESL all the engineering data, drawing and descriptive materials submitted with the bid if required, in at least five (5) copies to form a part of the Contract immediately after Notification of Award/ letter of Award.</p> <p>2.4 The order of precedence of documents shall be as per Article 1.2 (Order of Precedence of the Contract Agreement)</p>
3.0	<b>Supplier's and Employer's Responsibilities</b>	<p><b>3.1 Supplier's Responsibility</b></p> <p>3.1.1 The Supplier shall design, manufacture, testing (including associated purchases and/or subcontracting) and supply the Goods with due care and diligence in accordance with the Contract.</p> <p>3.1.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Goods provided by the Employer, and on the basis of information that the Supplier could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Goods as of the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.</p> <p>3.1.3 The Supplier shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation,</p>

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



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

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

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

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

		hereof, correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract
<b>21.0</b>	<b>Payment terms</b>	<p>21.1 The Contract price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix 1.</p> <p>21.2 No payment made by the EESL herein shall be deemed to constitute acceptance by the EESL of the Facilities or Goods or any part(s) thereof.</p> <p>21.3 The currency or currencies in which payments are made to the Supplier under this Contract shall be specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contract.</p> <p>21.4 Payment shall be released on submission of invoice along with supporting documents as sought in the Notification of Award / Purchase Order, on certification by Engineer-in-Charge of EESL</p>
<b>22.0</b>	<b>Procedure of payment</b>	Payment shall be released on submission of invoice along with supporting documents as sought in the Contract Agreement, on certification by Stores/ Engineer-In-Charge of EESL.
<b>23.0</b>	<b>Tax deduction at source</b>	Tax deduction at source shall be governed as per prevailing rules.
<b>24.0</b>	<b>Contract Performance Guarantee (CPG)/ Contract Performance Security (CPS)</b>	<p>24.1 The Supplier shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for five percent (5%) of the Contract Price of all the Contracts, with an initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the Package/Lot/Tender. However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay. Further, EESL reserves the right to terminate the Contract at the risk and cost, as applicable, of the Contractor in case Contractor has not submitted the Contract Performance Guarantee within the stipulated timelines. This right of termination shall be without prejudice to EESL's rights and remedies available in Contract or at law</p>

		<p>24.2 The performance security shall be denominated in the currency or currencies of the Contract, acceptable to the EESL, and shall be in the form of unconditional bank guarantee provided in Section-6 (Forms and Procedures)-Form of Performance Security of the bidding documents.</p> <p>24.3 The security shall be returned to the Supplier immediately after its expiration, provided, however, that if the Supplier, is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount agreed upon or as specified in the SCC.</p> <p>24.4 Any delay in submission of CPG shall be deemed as accruing of financial benefit to the Supplier(s) and EESL may take necessary interest recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the Supplier(s) for the period of delay. However, this provision does not bind EESL in any way from proceeding against the bidder(s) (including forfeiture of EMD, cancellation of the Award, etc.) for non-compliance towards non-submission of the CPG.</p>
25.0	<b>Taxes and duties</b>	<ul style="list-style-type: none"> <li>i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.</li> <li>ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.</li> <li>iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.</li> <li>iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.</li> <li>v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.</li> <li>vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.</li> <li>vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such</li> </ul>

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



## 28.2 Supplier's representative

28.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the EESL in writing to approve the person so appointed. If the EESL makes no objection to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the EESL objects to the appointment within fourteen (14) days giving the reason therefore, then the Supplier shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 28.2.1 shall apply thereto.

28.2.2 The Supplier's Representative shall represent and act for the Supplier at all times during the currency of the Contract and shall give to the Project Manager all the Supplier's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the EESL or the Project Manager to the Supplier under the Contract shall be given to the Supplier's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Supplier shall not revoke the appointment of the Supplier's Representative without the EESL's prior written consent, which shall not be unreasonably withheld. If the EESL consents thereto, the Supplier shall appoint some other person as the Supplier's Representative, pursuant to the procedure set out in GCC Sub-Clause 28.2.1

28.2.3 The Supplier's Representative may, subject to the approval of the EESL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the EESL and the Project Manager.

Any act or exercise by any person of powers, functions and

		<p>authorities so delegated to him or her in accordance with this GCC Sub-Clause 28.2.3 shall be deemed to be an act or exercise by the Supplier's Representative.</p> <p>28.2.3.1 Notwithstanding anything stated in GCC Sub-clause 28.1 and 28.2.1 above, for the purpose of execution of contract, the EESL and the Supplier shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.</p> <p>28.2.4 The EESL may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the EESL, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the contract regulations provided under The EESL shall provide evidence of the same, whereupon the Supplier shall remove such person from the Project.</p> <p>28.2.5 If any representative or person employed by the Supplier is removed in accordance with GCC Sub-Clause 28.2.4, the Contractor shall, where required, promptly appoint a replacement.</p>
<p><b>29.0</b></p>	<p><b>Packing</b></p>	<p>29.1 The Contractor shall ensure that all the Goods / Equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site. The ownership of all such packing material (except empty shipper's containers on which the customs duty has been paid by the Contractor) shall be with Supplier and stand transferred to the Employer upon delivery of the Supplies/Equipment and endorsement of delivery /dispatch documents shall be done in favor of the Employer once the supplies are made.</p> <p>29.2 The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>29.3 All packages should be marked with Notification of Award/ Purchase order/ Service order no. and date. Each package must contain packing slip and literature, if any.</p> <p>29.4. Unless otherwise provided in the Contract, the Supplier shall be entitled to select any safe mode of transport operated by any person to carry the Goods and the Supplier's Equipment.</p>

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

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

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

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

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

calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.

38.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 38 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the EESL accepts the Supplier's objection, the EESL and the Supplier shall agree on specific rates for valuation of the change.

38.2.4 Upon receipt of the Change Proposal, the EESL and the Supplier shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit of 15% set forth in Clause 38.2.3 has been exceeded. Within fourteen (14) days after such agreement, the EESL shall, if it intends to proceed with the Change, issue the Supplier with a Change Order.

If the EESL is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision.

If the EESL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly.

38.2.5 If the EESL and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the EESL may nevertheless instruct the Supplier to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Supplier shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.



		<p><b>38.3 Changes Originating from Supplier</b></p> <p>38.3.1 If the Supplier proposes a Change pursuant to GCC Sub-Clause 38.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 38.2.1.</p> <p>Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 38.2.4 and 38.2.5</p>
39.0	<b>Payment at reduced rates</b>	If the goods supplied are not according to specifications stipulated in the order, EESL may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by EESL.
40.0	<b>Change in laws and regulations</b>	If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Delivery Schedule, the Contract Price shall be correspondingly increased or decreased, and/or the Delivery Schedule shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the EESL and the Supplier/ Assignee of Foreign Supplier (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Supplier/Assignee of Foreign Supplier and shall also not be applicable on bought out items dispatched directly from sub-vendor works to site. Further, no adjustment of the Contract Price and/or payment or reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of Deemed Export benefits. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix 2 to the Contract Agreement.

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

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

		<p>(c) remove (at Supplier's cost) all Supplier's Equipment from the Site, repatriate the Supplier's and its Supplier's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.</p> <p>(d) In addition, the Supplier, subject to the payment specified in GCC Sub-Clause 44.1.3, shall</p> <p>(i) Deliver to the EESL the manufactured Goods up to the date of termination</p> <p>(ii) to the extent legally possible, assign to the EESL all right, title and benefit of the Supplier to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the EESL, in any subcontracts concluded between the Supplier and its Sub Supplier</p> <p>(iii) deliver to the EESL all non-proprietary drawings, specifications and other documents prepared by the Supplier or its Sub Supplier as at the date of termination in connection with the Goods to be supplied under subject Contract.</p> <p>44.1.3 In the event of termination of the Contract under GCC Sub-Clause 44.1.1, the EESL shall pay to the Supplier the following amounts:</p> <p>(a) the Contract Price, properly attributable to the Goods supplied by the Supplier at final destination as of the date of termination</p> <p>(b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the Site and in the repatriation of the Supplier's and its Sub Supplier's personnel.</p> <p>(c) any amounts to be paid by the Supplier to its Sub Supplier in connection with the termination of any subcontracts, including any cancellation charges.</p> <p>(d) the cost of satisfying all other obligations, commitments and claims that the Supplier may in good faith have undertaken with third parties in connection with the</p>
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Contract and that are not covered by paragraphs (a) through (d) above.

#### **44.2 Termination for Contractor or Supplier's Default**

44.2.1 The EESL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Supplier, referring to this GCC Sub-Clause 44.2:

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt.
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of the subject Contract.
- (c) if the Supplier, in the judgement of the EESL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EESL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EESL of the benefits of free and open competition.

44.2.2 If the Supplier

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days without receiving a written instruction from the EESL to suspend.

persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause then the EESL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the EESL may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Sub-Clause

44.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 44.2.1 or 44.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as the EESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed

- (a) terminate all subcontracts, except those to be assigned to the EESL pursuant to paragraph (d) below
- (b) deliver to the EESL the Goods manufactured by the Supplier up to the date of termination.
- (c) to the extent legally possible, assign to the EESL all right, title and benefit of the Supplier to the Works and to the Plant and Equipment as at the date of termination, and, as may be required by the EESL, in any subcontracts concluded between the Supplier and its Sub- Suppliers.
- (d) deliver to the EESL all drawings, specifications and other documents prepared by the Supplier or its Sub- Supplier as at the date of termination in connection with the Goods to be supplied under subject Contract.

44.2.4 The EESL may, to the exclusion of any right of the Supplier over the same, take over and use with the payment of a fair

rental rate to the Supplier, with all the maintenance costs to the account of the EESL and with an indemnification by the EESL for all liability including damage or injury to persons arising out of the EESL's use of such equipment, any Supplier's Equipment owned by the Supplier and on the Site in connection with the Facilities for such reasonable period as the EESL considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the EESL thinks appropriate, the EESL shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the Site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

44.2.5 Subject to GCC Sub-Clause 44.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the Goods delivered along with associated services as at the date of termination Any sums due to the EESL from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

44.2.6 If the EESL procure the undelivered Goods along with associated services, the cost of completing the procurement of undelivered Goods along with associated services by the EESL shall be determined.

If the sum that the Supplier is entitled to be paid, pursuant to GCC Sub-Clause 44.2.5, plus the reasonable costs incurred by the EESL in completing the procurement of undelivered Goods along with associated services, exceeds the Contract Price, the Supplier shall be liable for such excess.

If such excess is greater than the sums due to the Supplier under GCC Sub-Clause 44.2.5, the Supplier shall pay the balance to the EESL, and if such excess is less than the sums due to the Supplier under GCC Sub-Clause 44.2.5, the EESL shall pay the balance to the Supplier.

		<p>The EESL and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p>44.3 Notice by Contractor or Implementing Partner</p> <p>44.3.1 If</p> <p>(a) the EESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to the EESL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the EESL to remedy the same, as the case may be. If the EESL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice.</p>
45.0	Risk purchase	<p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, EESL reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, EESL shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>



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

maintenance of the Facilities.

#### 48.2 Confidential Information

48.2.1 The EESL and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor or Supplier may furnish to its Sub Contractor or Supplier(s) such documents, data and other information it receives from the EESL to the extent required for the Sub Contractor or Supplier(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Contractor or Supplier(s) an undertaking of confidentiality similar to that imposed on the Supplier under this GCC Clause 48.

48.2.2 The EESL shall not use such documents, data and other information received from the Supplier for any purpose other than the operation and maintenance of the Facilities. Similarly, the Supplier shall not use such documents, data and other information received from the EESL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

48.2.3 The obligation of a party under GCC Sub-Clauses 48.2.1 and 48.2.2 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party.
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

48.2.4 The above provisions of this GCC Clause 48.2 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Goods.

48.2.5 The provisions of this GCC Clause 48 shall survive termination, for what-ever reason, of the Contract.

49.0	<b>Fraud Prevention Policy</b>	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <a href="http://www.eeslindia.org">http://www.eeslindia.org</a>.</p> <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract. The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
50.0	<b>No Claim for interest or damage</b>	<p>50.1 Interest on money due to the contractor/vendor:</p> <p>No omission on the part of the Employer to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may be on the final settlement of his account be due to him.</p> <p>50.2 No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/action of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount / damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever</p>
51	<b>Extension of Time for Completion</b>	<p>51.1 The Delivery Schedule specified in the Appendix-4 shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ul style="list-style-type: none"> <li>a) any Change /Amendment/Modification of Contract as provided in GCC Clause 38</li> <li>b) any occurrence of Force Majeure as provided in GCC Clause 43 (Force Majeure)</li> <li>c) any changes in laws and regulations as provided in GCC Clause 40 (Change in laws and regulations) or</li> <li>d) any other matter specifically mentioned in the Contract;</li> </ul>

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

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## **Part-A of Section-4 Bid Data Sheet (BDS)**

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

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details																					
1.	ITB 1.1.1	<p>Supplement ITB 1.1.1 with the following:</p> <p>The Reference number of Invitation for Bid (IFB) is: NIT Bid Document No: EESL/06/2024-25/1GW Solar Module /OTE/242510001</p> <p>The Purchaser/Employer is Energy Efficiency Services Limited</p> <p>The No. and Identification of Lots/Package/Schedule comprising this Open Competitive bidding (OCB) is as per the following Details:</p> <table border="1"> <thead> <tr> <th>Package</th> <th>Brief Description</th> <th>Tentative/Estimated requirement of PV Module in MWp</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for North Region</b></td> <td><b>240</b></td> </tr> <tr> <td>II</td> <td>Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for West Region</b></td> <td><b>250</b></td> </tr> <tr> <td>III</td> <td>Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for South Region</b></td> <td><b>160</b></td> </tr> <tr> <td>IV</td> <td>Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for East Region</b></td> <td><b>210</b></td> </tr> <tr> <td>V</td> <td>Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for North East &amp; Special Category Regions</b></td> <td><b>140</b></td> </tr> <tr> <td></td> <td><b>Total</b></td> <td><b>1000</b></td> </tr> </tbody> </table>	Package	Brief Description	Tentative/Estimated requirement of PV Module in MWp	I	Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for North Region</b>	<b>240</b>	II	Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for West Region</b>	<b>250</b>	III	Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for South Region</b>	<b>160</b>	IV	Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for East Region</b>	<b>210</b>	V	Supply of Domestic Content Requirement (DCR) compliant crystalline Solar PV Modules <b>for North East &amp; Special Category Regions</b>	<b>140</b>		<b>Total</b>	<b>1000</b>
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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>The Employer is:</p> <p>M/s. Energy Efficiency Services Limited Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003</p> <p>Kind Attn.: DGM (Contracts)/ Deputy Manager (Contracts) Telephone Nos.: +91 11 45801260 Email: <a href="mailto:prabodh.singh@eesl.co.in/mainak.roy@eesl.co.in">prabodh.singh@eesl.co.in/mainak.roy@eesl.co.in</a></p> <p>For the purpose of execution of the contract, the contractual activities shall be performed by the Employer “for and on behalf of the Owner” except in cases where the Owner itself is statutorily required to do so.</p> <p>EESL intends to ringfence payments made by retail customers and funds provided by institutional clients for eligible payments under the contract for the subject tender.</p> <p>Note: It may be noted that the subject procurement is w.r.t. EESL sales business wherein EESL shall ensure supplies against retail orders with payments and institutional orders with payment security.</p>
2.	ITB 1.1.2	<p><b>Supplementing clause ITB 1.1.2 as per the following:</b></p> <p>1. Eligible Bidders:</p> <p>Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 including all its subsequent order/notices in this regard, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of Award</p> <p>However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.</p> <p>For the aforesaid purpose,</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>(i) “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process</p> <p>(ii) “Bidder from a country which shares a land border with India” for this purpose means:</p> <ol style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian ( or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ol> <p>(iii) The beneficial owner for the purpose of (ii) (d) above will be under:</p> <ol style="list-style-type: none"> <li>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has controlling ownership interests or who exercises control through other means</li> </ol> <p>Explanation-</p> <ol style="list-style-type: none"> <li>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company</li> <li>b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;</li> </ol> <ol style="list-style-type: none"> <li>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> </ol>



Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.</p> <p><b>The Bidder shall in its bid submit a certificate in compliance to DoE order as per the enclosed format at Attachment-11 of Section 6.</b></p> <p>Further, the firm has to be a ‘Class-I local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) sector’ issued vide order ref no. F.No. 283/22/2019-GRID SOLAR Dated 23.09.2020 and subsequent modifications/amendments if any.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><b>Firms who are not 'Class-I local supplier' shall not be eligible to bid.</b></p> <p><b>Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.</b></p> <p>The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class -I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be taken in line with provisions of the PPP-MII Order.</p> <p>Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
3.	ITB 1.2	<p>Supplementing ITB 1.2 with the following:</p> <p>Address:  M/s Energy Efficiency Services Limited  Street Address: Core 5, SCOPE Complex, Lodhi Road,  Floor/Room number: Fourth Floor  City: New Delhi  Pin code: 110003,  Country: India  Kind Attn.: DGM (Contracts)/ Deputy Manager (Contracts)  Telephone Nos.: +91 11 45801260  Email: <a href="mailto:prabodh.singh@eesl.co.in">prabodh.singh@eesl.co.in</a>/<a href="mailto:mainak.roy@eesl.co.in">mainak.roy@eesl.co.in</a></p> <p>Further it may be mentioned that Pre-bid meeting will be conducted for this tender as per detail provided in Section-1 IFB and this also be communicated through Portal.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details																																																																		
		<p>However, a query may be forwarded to EESL in the following format within 4 days of floating of inquiry.</p> <table border="1" data-bbox="496 439 1536 1579"> <tr> <td colspan="2" data-bbox="496 439 860 477"><b>Name of Tender</b></td> <td colspan="3" data-bbox="863 439 1536 477"></td> </tr> <tr> <td colspan="2" data-bbox="496 481 860 519"><b>Tender No.</b></td> <td colspan="3" data-bbox="863 481 1536 519"></td> </tr> <tr> <td colspan="2" data-bbox="496 524 860 562"><b>Tender ID</b></td> <td colspan="3" data-bbox="863 524 1536 562"></td> </tr> <tr> <td colspan="2" data-bbox="496 566 860 604"><b>Bid Opening Date</b></td> <td colspan="3" data-bbox="863 566 1536 604"></td> </tr> <tr> <td colspan="2" data-bbox="496 609 860 647"><b>Bidder's Name</b></td> <td colspan="3" data-bbox="863 609 1536 647"></td> </tr> <tr> <td colspan="2" data-bbox="496 651 860 808"><b>Contact person from Bidder with address, e-mail and Contact No.</b></td> <td colspan="3" data-bbox="863 651 1536 808"></td> </tr> <tr> <th data-bbox="496 813 588 969" rowspan="2">Sr. No.</th> <th data-bbox="592 813 860 851">Section No.</th> <th data-bbox="863 813 1058 969" rowspan="2">Description as Per RFP</th> <th data-bbox="1061 813 1319 969" rowspan="2">Queries/ Clarification of the bidder</th> <th data-bbox="1323 813 1536 969" rowspan="2">Remarks</th> </tr> <tr> <th data-bbox="592 855 860 969">Page No. / Para No/ Clause No.</th> </tr> <tr> <td data-bbox="496 974 588 1131" rowspan="3">1.</td> <td data-bbox="592 974 860 1012">Section No.</td> <td data-bbox="863 974 1058 1131" rowspan="3"></td> <td data-bbox="1061 974 1319 1131" rowspan="3"></td> <td data-bbox="1323 974 1536 1131" rowspan="3"></td> </tr> <tr> <td data-bbox="592 1016 860 1055">Page No.</td> </tr> <tr> <td data-bbox="592 1059 860 1131">Para No/ Clause No.</td> </tr> <tr> <td data-bbox="496 1135 588 1337" rowspan="3">2.</td> <td data-bbox="592 1135 860 1173">Section No.</td> <td data-bbox="863 1135 1058 1337" rowspan="3"></td> <td data-bbox="1061 1135 1319 1337" rowspan="3"></td> <td data-bbox="1323 1135 1536 1337" rowspan="3"></td> </tr> <tr> <td data-bbox="592 1178 860 1216">Page No.</td> </tr> <tr> <td data-bbox="592 1220 860 1337">Para No/ Clause No.</td> </tr> <tr> <td data-bbox="496 1341 588 1543" rowspan="3">3.</td> <td data-bbox="592 1341 860 1379">Section No.</td> <td data-bbox="863 1341 1058 1543" rowspan="3"></td> <td data-bbox="1061 1341 1319 1543" rowspan="3"></td> <td data-bbox="1323 1341 1536 1543" rowspan="3"></td> </tr> <tr> <td data-bbox="592 1384 860 1422">Page No.</td> </tr> <tr> <td data-bbox="592 1426 860 1543">Para No/ Clause No.</td> </tr> <tr> <td data-bbox="496 1547 588 1579"></td> <td data-bbox="592 1547 860 1579"></td> <td data-bbox="863 1547 1058 1579"></td> <td data-bbox="1061 1547 1319 1579"></td> <td data-bbox="1323 1547 1536 1579"></td> </tr> </table>					<b>Name of Tender</b>					<b>Tender No.</b>					<b>Tender ID</b>					<b>Bid Opening Date</b>					<b>Bidder's Name</b>					<b>Contact person from Bidder with address, e-mail and Contact No.</b>					Sr. No.	Section No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks	Page No. / Para No/ Clause No.	1.	Section No.				Page No.	Para No/ Clause No.	2.	Section No.				Page No.	Para No/ Clause No.	3.	Section No.				Page No.	Para No/ Clause No.					
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| 4. | ITB 1.4 | Supplementing ITB 1.4 with the following:  All the Bidders except those exempted pursuant to Annexure-II shall submit along with the hard copy part of bid a nonrefundable fee as **INR 25000** towards the cost of Bidding Documents in the form of demand draft in favor of Energy Efficiency Services Limited, payable at New Delhi.  Bid Fee may also be submitted online through RTGS. The detail of RTGS is as mentioned below: | | | | |

Sl. No.	ITB Clause Ref. No.	Bid Data Details														
		<table border="1" data-bbox="491 389 1544 1003"> <thead> <tr> <th data-bbox="491 389 679 472">Account Name</th> <th data-bbox="679 389 927 472">Account No.</th> <th data-bbox="927 389 1046 472">Bank Name</th> <th data-bbox="1046 389 1241 472">Branch Name</th> <th data-bbox="1241 389 1544 472">RTGS DETAIL</th> </tr> </thead> <tbody> <tr> <td data-bbox="491 472 679 1003">ENERGY EFFICIENCY SERVICES LIMITED</td> <td data-bbox="679 472 927 1003">2164002100012319</td> <td data-bbox="927 472 1046 1003">Punjab National Bank</td> <td data-bbox="1046 472 1241 1003">LARGE CORPORATE BRIN DELHI</td> <td data-bbox="1241 472 1544 1003">IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI, DELHI-110001</td> </tr> </tbody> </table> <p data-bbox="491 1048 1544 1238"><b>Note: Bidders submitting Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose.</b></p> <p data-bbox="491 1279 1544 1462"><b>Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through EESL ONLINE PAYMENT UTILITY or subsequently pursuant to Clarification as per ITB 4.2, except as exempted, shall lead to outright rejection of the Bid.</b></p>					Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL	ENERGY EFFICIENCY SERVICES LIMITED	2164002100012319	Punjab National Bank	LARGE CORPORATE BRIN DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI, DELHI-110001
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5.	ITB 2.1	<p data-bbox="491 1469 1042 1507"><b>Replacing ITB 2.1 with the following:</b></p> <p data-bbox="491 1547 1544 1621"><b>Bids shall be submitted in Single Stage Two Envelope Bidding Procedure/Process as per the following:</b></p> <p data-bbox="491 1662 1310 1700"><b>I. <u>Packet-I of Envelope -1 (Techno-Commercial Bid)</u></b></p> <p data-bbox="491 1740 1374 1778"><b>A. Shall contain Hard Copy of the following documents:</b></p> <p data-bbox="491 1818 1544 2004"><b>1. Fee towards cost of RfP Documents as per clause ITB 1.4 or documentary evidence in support of exemption of Document Fee. Bidders submitting Document Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Packet-I of Envelope-I. Participation of bidder shall be subject to confirmation of amount</b></p>														

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose. For Submission of Bid document fee through NEFT/RTGS mode, clause no - 1.4 of ITB (Section-2)/BDS (Section-IV Part-A) may also be referred (<i>submission of Hard Copy in "Original" for Document Fee and "Copy" for documentary proof in support of exemption or Payment Acknowledgement towards Document Fee in case of Online Payment</i>)</p> <p><b>2.</b> Bid Security (in Original) as per the format attached in <b>Attachment-2 of Section-6</b> or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 2.4 of ITB (<i>submission of Hard Copy in "Original" for Bid Security and "Copy" of documentary proof in support of exemption</i>)</p> <p>Note: In case MSE bidders are exempted from submission of Document fee &amp; Bid Security as indicated in Clause No 2.4 of ITB Section-2, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Packet-1 of Envelop-1 for the purpose of Evaluation. <b>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.</b></p> <p>The details of EMD instrument have to be submitted in relevant field/column of online module. Tenders without EMD, if applicable, will be out rightly rejected. It should be ensured by the vendor that the original instrument of Bid Security/EMD is received by EESL before deadline of submission of techno-commercial bids.</p> <p>EESL shall not be responsible for any delay, loss or non-receipt of Tender Document Cost sent by post/courier. The instrument should reach in original to EESL office before the Bid Opening date. In case of Bidder's failure to submit the tender document cost/ tender fees (instrument in original hard copy) along with the Bid or subsequently pursuant to ITB Sub-clause 4.2, the Bid shall be rejected.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Tender Documents fee is non-refundable. The bid securities of unsuccessful bidder(s) will be returned as promptly as possible after the award is made. The bid security of the Bidder will be returned when it has signed the contract agreement and has furnished the required performance security.</p> <p><b>B. Packet-II of Envelope -1 shall contain Soft Copy (Scanned Copy) of the following documents:</b></p> <ol style="list-style-type: none"> <li>1. Bid Form as per format attached as <b>Attachment-1 of Section - 6, Forms &amp; Procedures.</b></li> </ol> <p><b>Note: In case of non-submission of this form, bid will be rejected.</b></p> <ol style="list-style-type: none"> <li>2. A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity in accordance with ITB clause 2.10. The said power of attorney to be submitted as <b>Attachment-3 of Section-6, Bidders</b> to use their own format.</li> <li>3. Certificate regarding acceptance of important terms and conditions in line with ITB clause 4.6 as per format attached as <b>Attachment-4, Section 6, Forms &amp; Procedure.</b></li> <li>4. Deviation statement as per <b>Attachment -5 of Section - 6, Forms &amp; Procedure.</b></li> </ol> <p>NOTE: i. Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the RfP Documents will be treated as non-responsive and will not be considered further.</p> <p style="padding-left: 40px;">ii. In case of non-submission of this attachment, the bid shall be considered as no deviation bid.</p> <ol style="list-style-type: none"> <li>5. Form of acceptance of EESL fraud prevention policy and declaration as per <b>Attachment- 6 of Section 6, Forms &amp; Procedure.</b></li> <li>6. Letter of undertaking (<b>as per Attachment-7 of Section-6</b>) 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</li> </ol>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying (as applicable)</p> <ol style="list-style-type: none"> <li>7. NEFT/RTGS Bank details as per <b>Attachment-8 of Section 6</b>, Forms &amp; Procedure.</li> <li>8. Compliance of Matrix/checklist for technical and Financial QR duly filled and signed on Company letter head pad with company's seal. (Scanned Copy to be uploaded at E-tendering portal as per <b>Attachment-9 of Section-6</b>.)</li> <li>9. Certificate Regarding Declaration of Local Content as per <b>Attachment-10 of Section-6</b></li> <li>10. Certification by the Bidder for "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in <b>Attachment -11 of Section-6</b>).</li> <li>11. Details regarding Qualifying Requirement /Eligibility criteria as per <b>Attachment-12 of Section-6</b> along with Certificate regarding Capacity and Capability of the Bidder as Attachment-12(A). <ul style="list-style-type: none"> <li>Note: <b>Bidder to submit certificate (as Attachment-12(A)), issued by full time practicing Chartered Accountants (CA) with UDIN, indicating the following:</b> <ol style="list-style-type: none"> <li>i. Type of <b>Solar PV Modules</b> manufactured by the Bidder,</li> <li>ii. Manufacturing Capacity per annum/month Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules along with name &amp; address of manufacturing plants</li> <li>iii. Future month wise commitment DCR compliant crystalline 540 Wp and above <b>Solar PV Modules</b> under other contracts of the Bidder for next 12 months</li> </ol> </li> </ul> </li> <li>12. Certificate regarding non- debarment for false declaration of Local Content as per <b>Attachment-13 of Section-6</b></li> <li>13. Certificate regarding non-debarment / blacklisting/ disqualification as per <b>Attachment-14 of Section-6</b>.</li> <li>14. Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in Qualifying Requirement (QR).</li> <li>15. Any other document as considered appropriate</li> </ol>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Note: The format for all the aforementioned Attachments is part of Section-6.</p> <p><i>Bidder to note that no document revealing the prices shall be submitted in Envelope-I along with the techno-commercial bid. Revealing of prices at this juncture in any mode shall lead to outright rejection of bid. Prices are to be filled in Envelop-II as per the provision(s) made available by EESL in the prescribed format uploaded on e-procurement portal.</i></p> <p><b>II. Envelope-2 (Second Envelope) shall contain Price Bid (to be filled-up in excel format available online on e-portal)</b></p> <p>The prices are to be filled in prescribed format in soft copy (in excel format) available on e-portal only. Bidders are requested not to submit the price bid in hard copy at EESL as the same shall not be considered. Price Bid Format as attached at <b>Annexure-III</b> in the RfP document is only for illustration/reference purpose, however, terms and conditions mentioned there in is part of this RfP/Bidding Documents.</p> <p>The price quoted in respect of all items in the above schedule shall be excluding applicable GST. The Bidder shall quote its prices taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations.</p>
6.	ITB 2.4	<p>Supplement ITB 2.4 with the following:</p> <p>The value of Bid Security/Earnest Money Deposit (EMD) shall be:</p> <p><b>For Package I: Rs. 10,08,00,000.00 (Rs. Ten Crores Eight Lakhs only).</b>  <b>For Package II: Rs. 10,38,00,000.00 (Rs. Ten Crores Thirty Eight Lakhs only).</b>  <b>For Package III: Rs. 6,72,00,000.00 (Rs. Six Crores Seventy Two Lakhs only).</b>  <b>For Package IV: Rs. 8,82,00,000.00 (Rs. Eight Crores Eighty Two Lakhs only)</b>  <b>For Package V: Rs. 6,02,00,000.00 (Rs. Six Crores Two Lakhs only).</b></p> <p>If a bidder is participating in multiple packages, they must submit separate EMDs for each package of value as specified above.</p> <p><b>Validity of EMD Bank Guarantee (BG) / Insurance Surety Bond:</b> EMD BG/Insurance Surety Bond shall remain valid for a period of 45 days beyond the bid validity period, i.e., up to 25.06.2025.</p>



Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><i>(Note: Bidder has an option to provide the EMD BG/Insurance Surety Bond validity for a greater duration than that specified above to cater to any future extension requirements).</i></p> <p>The bid shall be outrightly rejected if the EMD BG/Insurance Surety Bond doesn't conform to any of the following conditions:</p> <ul style="list-style-type: none"> <li>(i) The name and/or tender reference of the package mentioned in the BG/ Insurance Surety Bond is different from the package for which bids have been invited.</li> <li>(ii) The firm/proprietor, on whose behalf the Bank Guarantee/ Insurance Surety Bond has been furnished, is different from the bidder.</li> <li>(iii) The Bank Guarantee/ Insurance Surety Bond is less than the prescribed value mentioned in the tender.</li> <li>(iv) The validity of the Bank Guarantee/ Insurance Surety Bond is less than the stipulated period mentioned in the tender.</li> </ul>
7.	ITB 2.16	<p>Replace ITB 2.16 with the following:</p> <p>Consortium is not allowed for the subject tender</p>
8.	ITB 2.9	<p>To be supplemented with following:</p> <p><b>Price to be quoted on firm price Basis.</b></p>
9.	ITB 3.2	<p><b>Supplementing ITB 3.2 with the following:</b></p> <p>Soft copy part of the bid shall be uploaded through the portal <a href="http://www.tenderwizard.com/EESL">www.tenderwizard.com/EESL</a> at or before the submission time and date as stipulated in the RfP document. Hard copy of the bid under Packet-I of Enevelope-1 as per ITB 2.1 must be received by the Employer at the address specified below no later than the time and date stated herein below:</p> <p>Address in Person or by Post:</p> <p><b>Deputy General Manager (Contracts),</b>  M/s. Energy Efficiency Services Limited  Core-5, 4th Floor,  SCOPE Complex,  Lodhi Road, New Delhi-110003</p> <p><b>Deadline for submission of Hard copy of Documents</b></p> <p><b>Date: 11/11/2024</b></p> <p><b>Time: up to 1100 hours [Indian Standard Time (e-procurement server time)]</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><b>Address for Bid Opening:</b></p> <p>M/s. Energy Efficiency Services Limited Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003</p> <p><b>The deadline for <u>soft copy part of the bid</u> submission is</b></p> <p><b>Date: 11/11/2024</b></p> <p><b>Time: 1100 hrs. [Indian Standard Time (e-procurement server time)].</b></p> <p><b>Bid submission timelines will be defined as per the e-Procurement server clock only.</b></p> <p><b>Time and date for Bid Opening - Envelope-I (First Envelope):</b></p> <p><b>Date: 11/11/2024</b></p> <p><b>Time: 1130 hours (Indian Standard Time)</b></p> <p><b>(a) Bid Title: "Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India".</b></p> <p>NIT Bid Document No: EESL/06/2024-25/1GW Solar Module /OTE/242510001 <b><u>Envelope-I (First Envelope)</u></b></p> <p>Do not open before 11:30 hours (Indian Standard Time) on 11/11/2024.</p> <p>In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.</p> <p>Notwithstanding above, the Employer may, at its discretion, extend the deadline for submission of soft part of the bids from 1100 hrs (IST) to 1500 hrs (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e., 1100 hrs. (IST) on the last day of the aforesaid deadline. Any request received by the Employer thereafter i.e., beyond 1100 hrs. (IST) or received prior to the day of deadline for submission of soft part of the bids</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs (IST) as above shall be given by the Employer.</p> <p>The e-mail IDs for aforesaid purpose are mentioned below:</p> <p><b>Email IDs: <a href="mailto:prabodh.singh@eesl.co.in">prabodh.singh@eesl.co.in</a>/<a href="mailto:mainak.roy@eesl.co.in">mainak.roy@eesl.co.in</a></b></p>
10.	ITB 4.2	<p>Supplement ITB 4.2 with the following:</p> <p>During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid in case of erroneous/non submission of following documents (as applicable):</p> <ul style="list-style-type: none"> <li>i) Online Payment Acknowledgement towards the Bid Document fee (<i>applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids</i>). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification</li> <li>ii) MSE certificate as per UDYAM registration. The issuance date for aforesaid certificates must be prior to deadline for submission of bids</li> <li>iii) Power of Attorney (POA) to sign the bid</li> <li>iv) Form of acceptance of EESL fraud prevention policy and declaration (as per format in Section 6, Forms &amp; Procedure)</li> <li>v) NEFT/RTGS Bank details (as per format in Section 6, Forms &amp; Procedure)</li> <li>vi) Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head</li> <li>vii) Compliance of Matrix/checklist for bidder (as per format in Section 6, Forms &amp; Procedure) duly filled and signed on Company letter head</li> </ul>

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

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>I. The bids shall be evaluated as per RFP Terms &amp; Conditions.</p> <p>II. The subject tender consists of 5 Packages. The Bidder can quote/participate in one or more than one package.</p> <p>III. The packages in the bid are non-splitable and only single bidder would be selected for each package(s).</p> <p>IV. To qualify for all the packages, bidders must meet the cumulative Qualifying Requirements (QR) criteria (as specified at Section-4 (Part-B QR) of the RfP) for all the packages.</p> <p>If a Bidder does not meet the cumulative requirements specified under the QR criteria for the quoted Packages, they shall be considered qualified for the opening of Price Bids for packages in descending order of the ATO requirement value of the quoted Packages. However, the Price Bid of the Bidder will only be opened for those Packages for which they meet the combined requirement as per the QR.</p> <p>V. Evaluation shall be carried out package-wise. Lowest evaluated bid i.e., L-1 of price bid for each package shall be considered for award in line with Terms &amp; Conditions of the RfP/bidding Documents. The bidder who has quoted the lowest rate/price for a package shall be designated as the lowest bidder (L-1) for that respective package.</p> <p>VI. Bidder to quote price (exclusive of taxes) which includes supply of products, warranty cost, inland transportation including loading, unloading and transfer to Site, Insurance, P&amp; F Charges, and other costs as required to fulfill the tender terms &amp; conditions.</p> <p>VII. The said evaluation criteria shall be read in conjunction with preference to MSEs and startups as per Annexure-II of the Bidding documents.</p> <p>VIII. The prices will remain firm till the duration of the contract, and nothing shall be payable extra apart from the prices quoted.</p> <p>IX. In case of a tie (where total evaluated price of two or more bidders are same), bidder having the highest value of average annual turnover, as considered for meeting ATO requirement under Financial QR indicated at Section-4 (Part-B QR) of the Bidding Documents, would be considered for award.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
15.	ITB 5.9	<p data-bbox="491 315 927 349">New Clause ITB 5.9 Added As</p> <p data-bbox="491 394 836 427"><b>Withholding of Bidder:</b></p> <p data-bbox="491 434 1549 943">In case of failure to honor its bid after emerging as successful bidder, the bidder will be withhold from participating in EESL's tenders for a period of one year from the date of communication of such withholding to the bidder. During this tenure, the bidder will be barred from participation in EESL tendering process. However, bidder has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If bidder is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there is no running contract of the bidder/ no payment dues of the bidder, then EESL reserves the right to take any legal remedy as deemed fit to recover the penalty equivalent to EMD amount through legal means.</p>

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

**Eligibility and Qualifying Requirements (QR)**

**A. Eligibility Criteria:**

Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
1.	<p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof)</p> <p align="center">OR</p> <p>A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof)</p> <p align="center">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof)</p> <p><b>(Consortium/JV is not allowed in the tender)</b></p>	<p>Copy of certificate of incorporation/ Memorandum of Association/ Article of Association</p> <p align="center">OR</p> <p>A registered Partnership Deed</p> <p align="center">OR</p> <p>LLP registration certificate issued by registrar of Companies</p>
2.	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I Local Suppliers with minimum local content of 50%, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Renewable Energy (RE) sector” issued vide order ref no. F.No. 283/22/2019-GRID SOLAR Dated 23.09.2020</p> <p>NOTE: - Only Class-I local suppliers as defined in the above tender are eligible to take part in this bidding process.</p>	<p>The Bidder shall give a self-certification in his bid in the enclosed format at relevant Attachment of the RfP document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class-I local supplier’ and shall give details of the location(s) at which value addition is made.</p> <p>Further, in case of tenders above Rs. 10 Cr, the ‘Class-I local supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format at relevant Attachment of the RfP document.</p>



Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> <li>· Not from a country which shares a land border with India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>· Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above.</li> </ul> <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above-mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	<p>Bidder to submit a Declaration on Company’s Letter Head as per relevant Attachment of the RfP Document.</p>
4.	<p>Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work</p>	<p>Bidder to submit Self Declaration on Company’s Letter Head as per relevant Attachment of the RfP Document.</p> <p>In case any Bidder is blacklisted/debarred by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities, then such Bidder is required to submit following details:</p> <ol style="list-style-type: none"> <li>a) Date and validity of blacklisting/debarment;</li> <li>b) Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/debarment;</li> <li>c) Reason for blacklisting/debarment;</li> <li>d) Letter/Notification of blacklisting/ debarment.</li> </ol> <p>Based on aforesaid details provided by the Bidders, EESL shall analyze and decide the case in line with applicable guidelines/notification of Government of India / EESL.</p>

Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders

**B. Qualifying Requirements:**

S. No.	Qualifying Requirements	Documents to be Submitted for Compliance by the Bidders
1	<p><b>QUALIFICATION OF THE BIDDER</b></p> <p>Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses in its Bid.</p> <p>Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. <b>The bid can be submitted by an individual firm only (i.e., Sole bidder). Consortium/JV not allowed.</b></p>	
1.1	<p><b>Technical Experience</b></p>	
1.1.1	<p>Bidder should be a manufacturer of <i>Solar PV modules</i> and should have successfully manufactured and supplied at least following quantities of <i>crystalline type solar PV modules</i> in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).</p> <p>For Package I (<b>North Region</b>): 72 MWp  For Package II (<b>West Region</b>): 75 MWp  For Package-III (<b>South Region</b>): 48 MWp  For Package-IV (<b>East Region</b>): 63 MWp  For Package-V (<b>North East &amp; Special Category Regions</b>): 42 MWp</p> <p>Note: In order to be eligible for a package, the bidder should have supplied the mentioned quantity anywhere in India or abroad.</p>	<p><b>Bidder should provide self-certification on company's Letter Head that they are Manufacturer of Solar PV modules.</b></p> <p>Also, bidder should submit an excise Registration Document/GST Registration Document/ISO Certificate/Company Registration/MSME Registration certificate (issued as manufacturer)/any other document which shows that the bidder is a manufacturer of <i>Solar PV modules</i></p> <p>Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreements/ purchase orders/LOAs/LOIs along with copies of any document in respect of satisfactory execution/ completion of each of those purchase orders/ work orders/contract agreements/LOAs/LOIs such as</p> <p>(i) Successful* completion certificate/s</p>

S. No.	Qualifying Requirements	Documents to be Submitted for Compliance by the Bidders
	<p>If Bidder is participating in more than one package, then the experience requirement shall be cumulative sum of the experience requirements of all quoted packages.</p> <p>For Example, if Bidder participates for Package-I and Package-II, then cumulative experience requirement shall be at least <b>72 MWp+ 75 MWp = 147 MWp and so-on</b></p> <p>The work “executed” mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed/ closed. However, the work executed must include the technical experience criteria as stated above.</p> <p>In case of orders under execution, the value of work executed as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) as certified by the Client shall be considered. However, the work executed must include the technical experience criteria as stated above.</p>	<p>(OR)</p> <p>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase orders/ work orders/ contract agreements/LOAs/LOIs submitted.</p> <p>Work orders along with its evidence for successful completion / execution shall only be considered for evaluation.</p> <p>In addition to above, in case of documentary evidence of non-Govt. entities, copy of e-way bill/consignee receipted challan/GST return shall also be submitted as the proof of evidence for successful execution of the purchase orders/ work orders/ contract agreements/LOAs/LOIs.</p> <p>In case of retail sales, a summary sheet of all retail sales invoices, containing individual sale details (pertaining to [crystalline type solar PV modules] as stated in the left column) of the retail customer (Invoice-wise) along with payment confirmation - preferably system generated- duly certified by the external Chartered Accountant shall be submitted along with the bid as the documentary evidence. The certificate issued by CA must have UDIN No. mentioned on the certificate.</p> <p><i>*Successful means certificate issued by the client without any adverse remarks.</i></p>
<b>1.2 Financial QR:</b>		
1.2.1	<p>Bidders should have an Average Annual Turnover (ATO) during the last 3 Financial Years of at least.:</p> <p>For Package I (North Region): Rs. 151.20 Crores  For Package II (West Region): Rs. 155.63 Crores  For Package III (South Region): Rs. 100.80 Crores  For Package IV (East Region): Rs. 132.30 Crores</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by the bidder.</p> <p>ATO means revenue from operations.</p> <p><i>The annual turnover of any Bidder will include realisation out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the Government of India</i></p>

S. No.	Qualifying Requirements	Documents to be Submitted for Compliance by the Bidders
	<p>For Package V (North East &amp; Special Category Regions): <b>Rs. 90.30 Crores</b></p> <p>If Bidder is participating in more than one package, then the ATO requirement shall be cumulative sum of the ATO requirements of all quoted packages. For example, if Bidder participates for Package-I and Package-II, then ATO requirement shall be at least <b>Rs. 151.20 Crores + Rs. 155.63 Crores = Rs. 306.83 Crores and so-on</b></p> <p><b>Note:</b> It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO, the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the financial figures for available years shall be averaged out for 3 years (i.e., total available Turnover shall be divided by 3) for Financial QR compliance.</p>	
1.2.2	<p>Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than:</p> <p>For Package I (North Region): <b>Rs. 126.00 Crores</b>  For Package II (West Region): <b>Rs. 129.69 Crores</b>  For Package III (South Region): <b>Rs. 84.00 Crores</b>  For Package IV (East Region): <b>Rs. 110.25 Crores</b>  For Package V (North East &amp; Special Category Regions): <b>Rs. 75.25 Crores</b></p> <p>If Bidder is participating in more than one package, then the LA requirement shall be cumulative sum of the LA requirements of all quoted packages. For example, if Bidder participates for Package-I and Package-II, then LA requirement shall be at least <b>Rs. 126.00 Crores + Rs. 129.69 Crores = Rs. 255.69 Crores and so-on</b></p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation.)</p>	<p>Duly authorized copy of audited financials for preceding last Financial Year is to be submitted by bidder. <b>(Balance Sheet of immediate last financial year would be considered for this calculation.)</b></p> <p style="text-align: center;"><b>OR</b></p> <p>Certification from Bank regarding availability of credit facilities of not less than:</p> <p>For Package I (North Region): <b>Rs. 126.00 Crores</b>  For Package II (West Region): <b>Rs. 129.69 Crores</b>  For Package III (South Region): <b>Rs. 84.00 Crores</b>  For Package IV (East Region): <b>Rs. 110.25 Crores</b>  For Package V (North East &amp; Special Category Regions): <b>Rs. 75.25 Crores</b></p> <p>Such certificates should have been issued not earlier than three months prior to the date of originally scheduled date of bid opening as per NIT.</p>

S. No.	Qualifying Requirements	Documents to be Submitted for Compliance by the Bidders
	<p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p><b>L.A= [Current Assets- Inventory]</b></p>	<p>Format of the certificate is enclosed at relevant Annexure of the RfP Document.</p>
1.2.3	<p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p><b>Note:</b> It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.</p>

**C. Notes to the QR:**

Sl. No.	Finalised based on deliberation of QR Committee
1.	<p><b>Financial QR:</b></p> <p>The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30<sup>th</sup> September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p>

Sl. No.	Finalised based on deliberation of QR Committee
	<p><i>In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required.</i></p> <p><i>In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.</i></p>
2.	<p>In case any Bidder doesn't meet cumulative requirement as specified under QR criteria for the quoted Packages, the Price Bids shall be opened in the descending order of the ATO value of the Packages/Lots i.e. Package of higher ATO requirement shall be opened first and Package of lower ATO requirement shall be opened next and so-on. However, Price Bid of Bidder for only those Package (s) /Lot (s) shall be opened for which he is considered to meet the combined /individual requirement for the package(s)/Lot(s) as per the QR. However, EESL reserves the right to decide the sequence of opening of Price Bids based on the response received under the respective Packages.</p>
3.	<p>For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSEs, relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender.</p>
4.	<p><b><u>In case of holding company:</u></b> - The holding subsidiary relationship should be in existence for at least one year as on the originally scheduled date of submission of the bids as per NIT.</p> <ul style="list-style-type: none"> <li>• "In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:</li> <li>• Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms &amp; Procedures.</li> <li>• A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements form part of the Consolidated Annual Report of the Company.</li> <li>• In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms &amp; Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.</li> <li>• In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals."</li> </ul>

Sl. No.	Finalised based on deliberation of QR Committee
	<ul style="list-style-type: none"><li data-bbox="248 177 2007 248">• 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.</li><li data-bbox="248 288 1861 320">• All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief</li></ul>

xxxxxxxxxxxxx The End xxxxxxxxxxx

# Part-C of Section-4

## Technical Specifications and Scope of Work



## Part-C of Section-4 (Technical Specifications and Scope of Work)

### A. Abbreviations & Definitions

Following abbreviations and terms used in the document will carry the meaning and interpretations as described below:

- “Bid” shall mean the Technical and Financial Bid submitted by the Bidder along with all documents, credentials, attachments, annexure etc., in response to this RFP, in accordance with the terms and conditions laid herein.
- “Bid Capacity” shall mean the capacity bid by the bidder. During the evaluation of bids and based on the competitiveness of the bid process, EESL retains the right to increase or decrease the bid capacity of any package mentioned under clause 2.1.
- “Buyer” shall mean the EPC player who has placed at the EESL portal
- “B.I.S.” means specifications of Bureau of Indian Standards.
- “CEA” means Central Electricity Authority.
- “DCR” means Domestic Content Requirement (DCR) that mandate deployment of domestically manufactured solar PV modules which are made using domestically manufactured solar PV cells for deployment in projects under MNRE’s Schemes
- “DISCOM” means Power Distribution Company of the state
- “EESL” means Energy Efficiency Services Limited
- “End User” shall mean the consumers with solar roof top owner.
- “Hub” means the warehouse owned by the Bidder or its logistic service provider at the mentioned preferred locations specified under clause 2.1, where the PV modules will be stored for last mile delivery by Bidder.
- “IEC” means International Electrotechnical Commission.
- “IMPLEMENTATION PARTNER” means the agency to whom the letter of award under this contract is placed.
- “ILAC” means International Laboratory Accreditation Cooperation.
- “LOA” means the letter of award issued by EESL to the successful bidder for supply of PV modules at specified packages as per terms and conditions mentioned under the RfP
- “kWp” means Kilo Watt Peak
- “MNRE” means Ministry of New and Renewable Energy
- "MWp" means Mega-Watt Peak.

- “OEM” means Original Equipment Manufacturer.
- “O&M” means Comprehensive Operation and Maintenance.
- "PV" means Photovoltaic.
- “RFID” means Radio Frequency Identification (RFID) tag attached to each PV Module.

## B. Interpretations

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

## C. Complete Scope of Work

**PROJECT TITLE:** Rate Contract (RC) for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India.

### 1. Project Background

PM Surya Ghar Muft Bijlee Yojana is a Central Government Scheme aiming to empower one crore households to generate their own electricity via installation of rooftop solar PV system on their homes. The scheme was approved by the Union Cabinet on February 29<sup>th</sup>, 2024, with a financial outlay of Rs.75,021 crore. Through this scheme, the households will be able to save electricity bills as well as earn additional income through sale of surplus power to DISCOMs.

PM Surya Ghar Muft Bijlee Yojana promises an assured saving of approximately Rs. 15,000 in a year for a household consuming up to 300 units a month, by installing rooftop Solar PV System of capacity of 3 kW. Such a household, by generating its own electricity could save up to INR 1,800 – Rs 1,875 on their monthly electricity bills.

Energy Efficiency Services Limited (EESL), JV under Ministry of Power, Government of India (GoI), registered as a national vendor under this scheme, is going to spearhead this initiative. As a nationally registered vendor, EESL will focus on advancing the development grid-connected rooftop solar projects between 1 kW and 10 kW capacity across the country. This aims to drive broader adoption and participation from all stakeholders with key focus on the residential sector. The procurement may also serve to solar projects higher than 10kW capacity, if required.

To achieve the above-mentioned objective, EESL is issuing a tender for the procurement of approximately 1,000 Megawatt peak (MWp) of DCR compliant crystalline solar photovoltaic (PV) modules, each with a rated capacity of 540-Watt peak (Wp) and above. These modules will be supplied across India, divided into five packages.

## 2. Project Scope and Technology Selection

### 2.1 Scope

#### 2.1.1 Manufacture, Testing, Supply and Delivery of PV Modules:

The Bidder shall be responsible for manufacturing, testing, supply and delivery of the DCR compliant crystalline PV modules of 540 Wp and above in accordance with the technical specifications as mentioned in Appendix II of this section.

Under this program, EESL will undertake an rate contracting for procurement of 1,000 MWp Crystalline solar PV modules (DCR only) of rated capacity of 540 Wp and above for the manufacturing, testing and supply across five designated packages within the country. The typical capacity for each package along with region-wise hub locations is given below:

Package No.	Region & Tentative/Estimated Capacity	State	Delivery Location (Hub)
1	North Region (240 MW)	Chandigarh	Chandigarh
		J&K	
		Himachal Pradesh	
		Ladakh	
		Punjab	
		Delhi +Western UP	Delhi-NCR
		Haryana	
		Rajasthan( Upto Jaipur)	
		Uttarakhand	
Uttar Pradesh (Rest U.P)	Lucknow		
2	West Region (250 MW)	Rajasthan (Rest RJ)	Ahmedabad
		Gujarat	Nagpur
		Chhattisgarh	
		Maharashtra (Eastern MH)	Bhopal
		Madhya Pradesh	
		Maharashtra( Rest MH)	Bhiwandi
		Dadra & Nagar haveli and Daman & Diu	
		Goa	
3	South Region (160 MW)	Andhra Pradesh	Hyderabad
		Telangana	

		Karnataka	Bengaluru
		Kerala	Kochi
		Tamil Nadu	Chennai
		Puducherry	
4	East Region (210 MW)	Bihar	Patna
		Jharkhand	
		Odisha	Kolkata
		West Bengal	
5	North-East Region & Special Category Regions (140 MW)	Arunachal Pradesh	Guwahati
		Assam	
		Manipur	
		Meghalaya	
		Mizoram	
		Nagaland	
		Sikkim	
		Tripura	

The selected Bidders will be obligated to deliver PV modules conforming to EESL's specifications to the designated hub locations as specified above. The selected bidders will be catering to the requirement of respective awarded region. The minimum order quantity would be 120-130 kWp (Depending on the Pallet size). The Bidder shall design, manufacture, and supply PV modules in the package(s) which are awarded to them for six (6) Month from the date of LoA, in accordance with the provisions of this RfP document. The design, and manufacturing of the PV modules should be in accordance with the technical specification mentioned in Appendix II of this section.

## 2.2 Logistic Arrangements

- 2.2.1 The Bidder shall be responsible for delivery of the PV Modules to the hubs identified in the specific regions as specified in Clause 2.1.
- 2.2.2 EESL shall raise a purchase order to the selected Bidder of a minimum quantity of 120-130 kWp (or 8 Pallets) to supply the inventory at the Hub. As soon as EESL raises the purchase order, it shall be the responsibility of the Bidder to deliver the material to the Hub within the specified delivery timelines specified in clause 2.3.
- 2.2.3 Based on the variability of the size of pallet by different bidders the Minimum Order Quantity may vary. EESL may finalize this capacity of each pallet with the selected bidders post issuance of LOA.
- 2.2.4 The Bidder shall ensure proper packing with suitable separator to ensure safety in between the facing of the modules and to provide cushion from jostle and jolt.
- 2.2.5 The region wise orders from the Buyers will be received by EESL on e-commerce portal. The details of each order will be communicated to the selected Bidder for that package.

- 2.2.6 Upon the receipt of order, the Bidder will arrange the delivery/pickup of modules as per the ordered quantity to the respective Hubs. The Bidder shall ensure that additional safety is provided through PV Module corner guards and safety wrapping with fragile markings.
- 2.2.7 The Bidder shall be responsible for all the risks and exigencies incidental to the work (including any form of theft, pilferage and damages due to poor handling) and shall cover all such risks with suitable insurance, till the hub.
- 2.2.8 Each selected Bidder will be registered on the EESL portal and will be provided with one log-in to access their account. The EESL portal shall provide the following minimum details:
- a) List of new orders from the EESL,
  - b) List of pending orders from the EESL,
  - c) List of successful deliveries,
  - d) List of Returns/Replacements,
  - e) Provision to add RFID details for Modules, and
  - f) List of Grievances received from the EESL
- 2.2.9 Bidder(s) have to imprint/emboss unique QR Code on each product unit. EESL shall oversee the code generation process to ensure uniformity across all the Bidders. The following terms & conditions must be followed:
1. The QR code shall be used for tracking of product through mobile & web-based application until warranty duration. Accordingly, the necessary arrangement is expected from Successful Bidder.
  2. Data mapping shall be done using following fields (tentative, may increase in due course) :-
    - a) QR Code – Printed on Product
    - b) Brand – Brand Name & Co-brand
    - c) LoA/NoA No
    - d) Manufacturing month
    - e) Batch No.

Manufacturer to make sure that information in such QR code shall be readable while accessing through mobile (android/iPhone) applications.

### 2.3 Delivery Schedule and Timelines

- 2.3.1 The material shall be allocated by EESL through System Generated Release Orders (ROs)/Purchase Orders (POs) indicating the supply location (Hub) and quantity. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders.
- 2.3.2 The maximum delivery time to the hub, for each individual order is listed below, after which Liquidated Damages shall be applicable.

Maximum Delivery Time from the date of issuance of each System Generated Release Orders (ROs)/Purchase Orders (POs)				
North Region	South Region	West Region	East Region	North-East & Special Category Regions
10 days	10 days	10 days	10 days	15 Days

In case of delay in delivery of material at site on F.O.R. Hub Location basis, Liquidated Damages (LD) will be applicable as per terms and conditions of the RfP/NOA/LOA/Contract.

The supplier can improve upon the schedule depending upon his capacity and production rate. Bidder must provide invoice copy including copy of challan etc. for dispatched material within one day of dispatch of material. This is a mandatory requirement for EESL records.

2.3.3 Bidder shall provide the delivery/pickup schedule for each order that can be tracked on real time basis by EESL. The bidder shall provide the following minimum necessary details on EESL Portal through API/other interface.

- a) Order Number
- b) Item Description
- c) Shipping Date and Time
- d) Delivery Address
- e) Delivery Status
- f) Delivery Date and Time

2.3.4 After successful delivery/pickup of each order, the Bidder shall update quantity of orders delivered, and RFID numbers of the modules on EESL Portal; after which, the specific transaction/delivery will be treated as closed. However, the process can be automated with the help of system integration through API specified in Clause 2.4.

2.3.5 Returns/RTO in case of in-transit damage or product damage during opening of package by EESL/EPC vendor:

- i. Return/RTO from the EESL shall be acceptable within period of 30 days from the time of the delivery to the Hub.
- ii. In case of damaged inventory, the equivalent amount shall be deducted from the manufacturer's invoice.
- iii. The Bidder shall be responsible for verifying the contents of the RTO (Replacement/Reverse Logistics) shipments for claiming insurance.
- iv. The Bidder shall be responsible for the appropriate disposal/recycling/waste management, of such damaged / returned products as per applicable law.

## 2.4 Application Programming Interface (API)

- 2.4.1 The Bidder shall provide provision for linkage of real-time order and delivery tracking, e-bill generation, and redressal of consumer grievances associated with EESL Portal via API. The real time tracking shall be accessible to EESL via EESL Portal.
- 2.4.2 The Bidder shall link its on-line tracking facility with the EESL Portal with view rights provided to EESL for tracking delivery status for orders placed.
- 2.4.3 The API shall be able to provide, against every Pin code, the ETD on the EESL Portal.
- 2.4.4 The tracking ID under the reverse logistic shall simultaneously generate a forward logistic tracking ID upon the successful pickup of replacement item. The system upon generation of forward logistic shall deliver the material to same pickup location.
- 2.4.5 The Bidder shall provide necessary documentation and assistance to EESL for setting-up of API interface with EESL Portal.

**2.5 Pre-Dispatch arrangement**

- 2.5.1 Once an order is placed with EESL, dispatch instruction will be issued to the bidder via EESL Portal. The dispatch instruction will include complete address of the hub and contact details of the concerned person.
- 2.5.2 EESL as may deem fit, reserves the right to visit and test the quality of the material and manufacturing facility at any time during the manufacturing/delivery process to assess quality and production scheduling status during the currency of the contract.

**2.6 Required Documentation:**

1. By the last date of bid opening, the bidder must submit the final test certificate (not older than 1 year from date of bid opening).
2. The PV modules deployed shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by any of the NABL Accredited Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable.
3. The bidder should declare the proposed model nomenclature/product type/rating etc. which is proposed to be supplied in respect of this tender.
4. The product offered by the bidder for supply against this Tender must meet the Technical Specifications as stipulated in the Tender.
5. The Bidder shall provide complete documentation of the design, manufacturing, testing, and disposal of the PV modules and their components to EESL. The minimum document to be furnished by the bidder to EESL on or before the last date of Bid Submission are mentioned below (in English Language):
  - i. Technical Datasheets

- ii. Report with I-V Curve, Temperature Co-efficient under STC conditions
  - iii. Compliance and Certification Documents such as IEC/BIS/UL certifications
  - iv. Test reports (Including qualification report as per relevant IEC standard /Flash test Report, Electroluminescence, PID test reports etc.)
  - v. Storage & handling manual
  - vi. Installation & commissioning manual
  - vii. Factory Acceptance Test (FAT) quality protocol
  - viii. Performance Warranty Certificate
  - ix. CE Conformity Declaration, if applicable
  - x. Product Batch Report
  - xi. DCR Compliant Certificate
  - xii. RFID Tag numbers/details of each PV Module supplied.
  - xiii. Operation, Instruction and Maintenance Manual, with the following minimum details must be provided in the manual:
    - a. Basic principles of Photovoltaic.
    - b. Type, serial number & model number of product.
    - c. Write up on routine maintenance (including cleaning instructions/schedule etc.)
    - d. Preventive maintenance schedule
    - e. Detail information about warranty coverage
    - f. DO's and DONT's.
    - g. Name and address of the authorized representative for reporting abnormality in performance guarantee, physical defects such as snail trail contamination, EVA delamination, brown spots and repair and maintenance, in case of non-functionality/any other fault etc. of the supplied module(s).
6. The PV modules to be supplied shall mandatorily be enlisted under in ALMM – List I in accordance with extant provisions of Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration, Order, 2019) and subsequent amendments and should provide modules which comply with DCR norms. Violation of norms of Domestic Content Requirement (DCR) under Solar PV projects will lead to penalties and actions as mentioned in office memorandum of MNRE GOI vide letter no. 283/2018-GRID SOLAR dated 20th February 2018 and subsequent amendments. Against these requirements, the following documents which are required:



- i. The Supplier shall submit "Certificate from the Cell Manufacturer to the Module manufacturer regarding meeting of DCR norms on the letterhead of Cell Manufacturer along with the invoice.
  - ii. In case module manufacturer is also the cell manufacturer, the supplier shall submit a certificate on the letterhead of module manufacturer regarding meeting of DCR norms.
  - iii. The supplier shall submit "Certificate on its letter head that the manufacturer is listed under ALMM signed and stamped by the manufacturer.
7. PV Modules to be supplied shall be registered with Bureau of India Standards (BIS) and bear the Standard Mark as per Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017 and subsequent amendments. The bidder shall provide documentary certificate of registration of BIS mentioning the BIS Registration number for the PV module with the bid.

**2.7 Goods Receiving Arrangement:**

**2.7.1 Purchase Orders and Delivery Schedule:**

Following the issuance of the Letter of Award (LoA), successful Bidders will receive package-specific Purchase Orders (POs) outlining the quantity of solar PV modules required for delivery to each designated Hub. The Bidders will be required to deliver a minimum quantity of ~120-130kWp (or 8 Pallets) of solar PV modules.

**2.7.2 Delivery Process and Unloading:**

The successful Bidder of a particular package will be required to supply solar PV module at any of the designated Hub(s) under the package as per order placed by EESL. Handover of the material at the Hub will be taken by EESL or its appointed representative.

**2.7.3 Material Handling and Verification:**

The Bidder is solely responsible for the safe handing over of the PV modules at the designated location within the Hub. Following the unloading and quality check, a goods receipt note will be signed by EESL or its appointed agency, and the Bidder. As a complete inspection of all delivered module pallets will not be feasible at the time of delivery, the handover/takeover certificate/goods receipt note will be signed with the remark "Material received but not checked."

**2.7.4 Broken/Damaged Module Replacement & Bidder Responsibility at Hub Location:**

The Bidder shall be responsible for safe delivery of the PV modules/pallets to the Hub. The Bidder shall replace any damaged Pallets with new Pallets at its own cost.

## 2.8 Liquidated Damages (LD)

- (a) The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material to EESL of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the total contract Price as awarded. For the avoidance of doubt, EESL and Supplier unequivocally agreed that Liquidated Damages herein are the genuine pre-estimate of loss on account of Delay that EESL will suffer in case of Supplier's default or non-conformity. Further, EESL's right to levy Liquidated Damages is without prejudice other right and remedies available to EESL, including right to terminate the Agreement, at risk and cost of the Supplier.
- (b) EESL reserves the right to encash Bank Guarantee, impose penalty, terminate contract and/or transfer some/entire quantity from one Supplier to the other Supplier at the risk and cost of defaulting party or any other action as per EESL policy will be taken against the Supplier to compensate the damages/delay, if the terms and conditions of the NoA/LOA, Scope of Work/Supply, etc. are not complied with.

## 2.9 WARRANTY CLAUSE

- 2.9.1 Product warranty shall be for minimum 5 years 6 months from the date of receipt of material at hub and performance warranty shall be for 25 years from date of receipt of delivery location.
- 2.9.2 The bidder shall ensure product warranty of 5 years 6 months to EESL and performance warranty beyond 5 years 6 months shall be ensured by the bidder to the end user.
- 2.9.3 PV modules supplied must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and not less than 80% at the end of 25 years from the commissioning of the solar project.

## 2.10 DOMESTIC CONTENT REQUIREMENT:

The tender mandates use of both Solar Photovoltaic (SPV) Cells and Modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the supplies to be done under this tender, both the Solar Cells and Modules must be made in India and Modules shall be from the Manufacturers listed in ALMM list, published & updated by MNRE from time to time. In case of Crystalline Silicon Technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from wafers until final assembly of the Solar Cells into modules shall be performed at the works of PV Manufacturers in India.

## Appendix-II

### A. Minimum Technical Specifications of Solar PV Modules are as follow:

1. The PV modules and Solar Cell used shall be made in India and comply with MNRE's DCR requirements.
2. The PV modules used must qualify to the latest edition of IEC standards or equivalent BIS standards as mentioned in Section B of this Appendix.
3. The rated power of solar PV module shall have maximum positive tolerance up to +3%.
4. The temperature co-efficient power of the PV module shall be equal to or better than 0.4%/°C for crystalline modules. Solar PV modules supplied shall not be less than 540 Wp.
5. Solar PV Module should demonstrate the minimum efficiency of 19.5% at Standard Test Condition (STC)
6. Solar PV modules shall have minimum fill factor of 75%.
7. All electrical parameters at STC shall have to be provided.
8. The PV modules shall be equipped with IP 65 or better protection level junction box with required numbers of bypass diodes of appropriate rating and appropriately sized output power cable of symmetric length with MC4 or equivalent solar connectors.
9. All PV modules should carry a performance warranty of >90% during the first 10 years, and >80% during the next 15 years. Further, module shall have performance warranty of >97% during the first year of installation – degradation of the module below 0.5 % per annum.
10. The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of commissioning:
  - i. Defects and/or failures due to manufacturing.
  - ii. Defects and/or failures due to quality of materials.
  - iii. Nonconformity to specifications due to faulty manufacturing and/or inspection processes. If the solar module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the owner's sole option.

11. PV modules must be tested and approved by one of the NABL accredited and BIS approved test centers.
12. Modules deployed must use a RF identification tag laminated on EVA sheet of module. The following information must be mentioned in the RFID used on each module:
  - i. Name of the manufacturer of the PV module including month & year of manufacturing
  - ii. Name of the manufacturer of Solar Cells including month & year of manufacturing
  - iii. Month & year of the manufacture (separate for solar cells and modules)
  - iv. Country of origin (separately for solar cells and module)
  - v. I-V curve for the module Wattage,  $I_m$ ,  $V_m$  and FF for the module
  - vi. Unique Serial No and Model No of the module
  - vii. Date and year of obtaining IEC PV module qualification certificate.
  - viii. Name of the test lab issuing IEC certificate.
  - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.
  - x. Nominal wattage +3%.
  - xi. Brand Name, if applicable.
13. Other details as per IS/IEC 61730-1 clause 11 should be provided at an appropriate place. In addition to the above, the following information should also be provided:
  - i. The actual Power Output ( $P_{max}$ ) shall be mentioned on the label pasted on the back side of PV Module.
  - ii. The Maximum system voltage for which the module is suitable to be provided on the back sheet of the module.
  - iii. Polarity of terminals or leads (colour coding is permissible) on junction Box housing near cable entry or cable and connector.
14. Unique Serial No, Model No, Name of Manufacturer, Manufacturing year, Make in India logo and module wattage details should be displayed on EVA sheet.
15. Stickers bearing EESL logo, EESL portal's web address for grievance redressal, and remark- "Not for Sale" to be pasted at back side of the module using permanent adhesive. Dimensions etc. will be finalized with successful Bidder(s).

16. The Bidder is required to adhere to MNRE specifications in addition to above mentioned specification. However, the above-mentioned specifications shall supplant the MNRE specifications wherever applicable.
17. Bidder(s) should have Call center with toll free helpline number to register the complaint, generate the service request number, assign the service request to rectification team and once the problem is resolved close the service request with intimation to the consumer. Successful Bidder(s) shall maintain a detailed record of all such complaints and resolutions thereof. Successful Bidder(s) shall submit this information with EESL on monthly basis. Bidder to submit the undertaking on letter head signed by the authorized representative as per the format given in Annexure-B.

**B. Quality Certification, Standards and Testing for Grid-Connected Rooftop Solar PV Systems/Power Plants**

Sl. No	Code and Standard	Description
1	IEC 61215 and IS 14286	Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules
2	IEC 61701:2011	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules
3	IEC 61853- 1:2011 / IS 16170-1:2014	Photovoltaic (PV) module performance testing and energy rating -: Irradiance and temperature performance measurements, and power Rating.
4	IEC 62716	Photovoltaic (PV) Modules - Ammonia (NH <sub>3</sub> ) Corrosion Testing (as per the site condition like dairies, toilets etc)
5	IEC 61730-1,2	Photovoltaic (PV) Module Safety Qualification - Part 1: Requirements for Construction, Part 2: Requirements for Testing
6	IEC 62804	Photovoltaic (PV) modules - Test method for detection of potential-induced degradation. IEC 62804-1: Part 1: Crystalline Silicon
7	IEC 62759-1:2022	Photovoltaic (PV) modules - Transportation testing - Part 1: Transportation and shipping of module package units

**1. Packing and Identification of Modules**

The Pallets shall be adequately designed to prevent damage or deterioration during transportation to

site in remote road conditions, handling and storage in site till the time of its installation. The carton box should display the manufacturer's name, number of modules, type, serial numbers, module wattage etc. The PV Modules found damaged at the time of unloading/opening of the cartons in the Hub shall be replaced free of cost by the module manufacturer.

## 2. Required Testing

The test program for the Factory Acceptance Tests (FAT) shall be submitted to EESL for approval at least 01 weeks prior commencing of tests. The test report shall be submitted prior to shipment of material.

EESL reserves the right to visit the PV module factory at any time during the manufacturing process to assess quality and production scheduling status.

## 3. Additional Independent Test

Additional independent certified Third-Party testing of the PV modules may be required/proposed by EESL depending upon requirement. The Bidder shall propose a list of Third-Party testing laboratories for EESL approval. The Bidder shall organize and facilitate the EESL visit and/or testing in the factory or laboratory, if required.

EESL reserves the right to select PV modules randomly for the following tests:

- Module performance tests
- Module electroluminescence tests
- All testing must be included in the proposal and be supported by the Bidder.

**Sample plan, acceptance- rejection criteria for independent testing will be mutually discussed with the successful Bidder and finalized mutually.**

## 4. Authorized Test Centres

The PV modules deployed shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by any of the NABL Accredited Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable.

## **OTHER CONDITIONS**

### 1. Adherence to specifications

Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with the specifications mentioned under the RfP , or received in damaged or broken conditions, not satisfactory owing to any reason of which EESL shall be the sole judge, and entitled to reject the materials, and or cancel the contract and buy our requirement from the open market / other sources and recover the loss, if any, from the Bidder(s) reserving to ourselves the right to forfeit the security deposit, furnished by the Bidder(s) against the contract. The Bidder(s) shall make its own

arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material shall lie entirely at the Bidder's risk and responsibility and storage charges, along with any other charges applicable, shall be recoverable from the Bidder(s).

2. Implementation partner(s), on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labor laws etc. Implementation partner(s) indemnify EESL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labor, employee or any other person working for him shall be paid by implementation partner(s) as per settlement solely. EESL has no role to play in this matter.

**3. Interchangeability of Product**

Implementation partner(s) is to submit interchangeability certificate for its product/components supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period, then the improved version of product can be used in warranty/maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost & terms and conditions.

**4. Compliance with all Statutory Regulations:**

- a. Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LOA including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful Bidder including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub-contractor(s) also. The successful Bidder shall submit the documentation to EESL, on a monthly basis, as required under the applicable statutory requirements.
- b. The 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 labor, employee or any other person working for him shall be paid by the successful Bidder as per settlement solely. EESL has no role to play in this matter.
- c. Disposal of failed BOQ items shall be arranged by the successful Bidder, at their own cost, as per the relevant provisions of various acts/regulation in force from time to time.

**5. Documentation**

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

**6. Safety Compliance**

The Bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labor laws etc. The Bidder to indemnify EESL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labor, employee, or successful Bidder as per settlement shall pay any other person working for him solely. *EESL has no role to play in this matter.*

**7. Labor Laws to be adhered by the Implementation Partner**

LOA to the contractors clearly specify that they shall ensure compliance of Labor Laws and shall indemnify EESL against the liability arising out of any injury to their workers deployed.

Advise the contractors, at various sites, to ensure compliance under the following basic Labor Acts and provisions there under on a priority basis:

- Employees Provident Fund and Miscellaneous Provisions Act, 1952 (providing for PF contributions, Employee pension and Deposit Link Insurance)
- Employees State Insurance Act, 1948 (providing for medical, disablement, dependent benefits)
- Employees Compensation Act, 1923 (providing for Compensation against injury due to and during employment)
- Minimum wages Act, 1948 (providing for minimum wages for various employments)

Further, other social security provisions have also to be complied with.

**Note:** The norms and measures mentioned are indicative and any other law/safety norms related to safety of the labour may also be adhered to.





**Part - D of Section-4**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

NIT Bid Document No: EESL/06/2024-25/1GW Solar Module /OTE/242510001	SECTION -4, Part - D of Special Conditions of Contract (SCC)	Page 1 of 9
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## SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	GCC 1.0	<p><b>Supplementing Sub-Clause GCC 1.1</b></p> <p>Energy Efficiency Services Limited Core 5, SCOPE Complex, Lodhi Road, Floor/Room number: Fourth Floor City: New Delhi Pin code: 110003, Country: India <b>E-mail address: <a href="mailto:prabodh.singh@eesl.co.in/mainak.roy@eesl.co.in">prabodh.singh@eesl.co.in/mainak.roy@eesl.co.in</a></b></p> <p>EESL intends to ringfence payments made by retail customers and funds provided by institutional clients for eligible payments under the contract for the subject tender. Note: It may be noted that the subject procurement is w.r.t. EESL sales business wherein EESL shall ensure supplies against retail orders with payments and institutional orders with payment security.</p>
2.	GCC 14.2	<p><b>Supplement 14.2 with the following:</b></p> <p>Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of DELHI shall have exclusive jurisdiction in all matters arising under the contract.</p>
3.	GCC 15	<p><b>Supplementing GCC 15 with the following:</b></p> <p>The Scope of Work under subject tender shall include the following:</p> <p>1. The brief scope of work essentially consists of following:</p> <p><b>“Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India”.</b></p> <p><i>(The detailed scope of work is given in the Technical Specification (Part-C of Section-4) of the Bidding Documents).</i></p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
4.	GCC 16	<p><b>Supplementing GCC 16 with the following:</b></p> <p>Prices shall remain firm during contract.</p>						
5.	GCC 17	<p><b>Supplementing GCC 17 with the following:</b></p> <p>The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture, transportation, theft and delivery. For delivery of goods at site, the insurance shall be obtained by the bidder for an amount not less than the Contract Price of the goods from “warehouse/Ex-works to final destinations/project site(s)” on “All Risks” basis including War risks, lockout and strikes.</p> <p>In case the PV module fails to provide power output as per its performance warranty, and if the bidder fails to rectify, replace, or repair the PV module, then employer/EESL shall carry out the necessary rectification, repair or replacement at its own discretion at the risk and cost of the supplier. The cost of such rectification, repair or replacement shall be recovered from the Contract Performance Guarantee (CPG) or from means as deemed suitable.</p>						
6.	GCC 18	<p><b>Supplementing GCC 18 with the following:</b></p> <p>Transportation, Demurrage, Wharf Age, etc.</p> <p>The Bidder is required under the Contract to provide last mile delivery/pickup of the PV modules to the end customer locations, the transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Bidder, and the related cost shall be included in the Bid Price.</p> <p>A successful bidder, on whom the order is placed, is to ensure all safety guidelines, rules and regulations, labor laws etc. The Bidder indemnifies EESL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labor, employee or any other person working for him shall be paid by the bidder as per settlement solely. EESL has no role to play in this matter.</p>						
7.	GCC 19	<p><b>Supplementing GCC 19 with the following:</b></p> <p style="text-align: center;"><b>Completion Period/Delivery Schedule for supplying Goods to the supply location (Hub):</b></p> <table border="1" data-bbox="443 1771 1457 2029"> <thead> <tr> <th data-bbox="443 1771 528 1850">Sl. No.</th> <th data-bbox="528 1771 911 1850">Activity</th> <th data-bbox="911 1771 1457 1850">Completion period/Delivery Schedule</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1850 528 2029">1.</td> <td data-bbox="528 1850 911 2029">Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-</td> <td data-bbox="911 1850 1457 2029">This is a rate contract for 6 months. LOA/NOA shall be valid for 6 months from the date of issuance of LOA/NOA. Prices shall remain</td> </tr> </tbody> </table>	Sl. No.	Activity	Completion period/Delivery Schedule	1.	Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-	This is a rate contract for 6 months. LOA/NOA shall be valid for 6 months from the date of issuance of LOA/NOA. Prices shall remain
Sl. No.	Activity	Completion period/Delivery Schedule						
1.	Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-	This is a rate contract for 6 months. LOA/NOA shall be valid for 6 months from the date of issuance of LOA/NOA. Prices shall remain						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC	
			<p>4(Part-C) of Bidding Document.</p> <p>fixed &amp; firm during the entire period of the rate contract.</p> <p><b>Delivery Schedule for supplying Goods to the supply location (Hub) shall be as per the following:</b></p> <p>The material shall be allocated by EESL through System Generated Release Orders (ROs)/Purchase Orders indicating the supply location (Hub) and quantity. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders.</p> <p><i>All the allocated quantity shall be manufactured and delivered to the supply location (Hub) (as mentioned at Cl. No.2.1.1 of Section-4 Part C of the RfP) within the stipulated timeline (as mentioned at Cl. No.2.3.2 of Section-4 Part C of the RfP) from the date of issuance of respective release order(s) / purchase order(s).</i></p> <p>In case of delay in delivery of material at site on F.O.R. Hub Location basis, Liquidated Damages (LD) will be applicable as per terms and conditions of the RfP/NOA/LOA/Contract..</p> <p>The supplier can improve upon the schedule depending upon his capacity and production rate.</p> <p>Bidder must provide invoice copy including copy of challan etc. for dispatched material within one day of dispatch of material. This is a mandatory requirement for EESL records.</p> <p>Bidder must also ensure the dispatched material should have EESL invoice</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC	
			copy attached to the box to be delivered at the hub locations.
8.	GCC 24	<p><b>Supplement GCC 24 with the following:</b>  Contract Performance Guarantee (CPG) / Contract Performance Security (CPS)  5% CPG shall be submitted by the Supplier/Contractor in phases which shall be in 4 lots, each of 1.25% of the total contract value (i.e., each CPG shall be of 5% of 25% of the total contract value). First CPG of 1.25% of the total contract value shall be submitted within 28 days of the issuance of Notification of Award (NOA) which shall be enhanced subsequently by further 1.25% upon exhausting of earlier lots. Each lot is considered to be exhausted upon issuance of purchase orders/ release orders of the quantum equivalent to the specified percentage proportionate to CPG, i.e., 1.25% CPG corresponds to 25% of total Contract value for which Supply orders have been issued. CPG of subsequent lots shall be submitted within 28 days of supply orders/purchase orders/ release orders of the earlier lot getting exhausted. It is the responsibility of the Supplier/Contractor to monitor and keep track of the lot getting exhausted and furnish the enhancement of CPG in time, failing which interest shall be applicable of the delay at the specified rate for the delayed portion of the CPG which is due.</p> <p>The bidder(s) shall furnish Security Deposit (SD)/Contract Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/ e-BG/ Insurance Surety Bond of value equaling to 5% of the total Contract value as specified above. The SD/CPG Bank Guarantee must be valid to cover <b>06 months from the date of NoA/LoA+ warranty period (i.e. 5 years 3 months) + three (3) months' Claim period.</b></p> <p>Any delay in submission of SD/CPG or SFMS confirmation whichever is later shall be deemed as accruing of financial benefit to the bidder(s) and EESL may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the</p>	

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>bidder(s) for the period of delay. However, this provision does not bind EESL in any way from proceeding against the bidder(s) (including forfeiture of EMD, cancellation of the LOA, etc.) for non-compliance towards non-submission of the SD/CPG.</p> <p>In case where CPG has been called for more than 3 years then vendor can submit CPG in two parts, first for 3 Years + claim period and balance CPG will be submitted to contracts department prior to six months of expiry of previous CPG. In this regard further an undertaking has to be submitted by vendor that if vendor fails to provide second CPG then EESL can impose the penalty and forfeit the Bank Guarantee/Insurance Surety Bond. In case of submission of new CPG, following para may be added in the new CPG to maintain continuity:</p> <p><i>"We undertake to pay you, upon your first written demand (at any time during entire duration of the contract including Contract period prior to issuance of this Bank Guarantee/Insurance Surety Bond) under the Contract, without cavil or argument, any sum or sums within the limits as mentioned aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein."</i></p> <p>Apart from above, it is also to be ensured that vendor will submit an undertaking on its letter head having the following clause:</p> <p><i>"(Name of the supplier) shall be liable to extend this Bank Guarantee/Insurance Surety Bond from time to time for such period as directed by EESL. However, if the (Name of the supplier) is unable to extend the Bank Guarantee/Insurance Surety Bond as directed by EESL due to the reasons not attributable to (Name of the supplier) or Bank/Insurer denies for such extension (the same is required to be established by (Name of the supplier) through documentary evidence), then (Name of the supplier) shall extend this Bank Guarantee/Insurance Surety Bond from some other Bank/Insurer as per the relevant provisions of the Contract before expiry of original Bank Guarantee/Insurance Surety Bond. (Name of the supplier) unequivocally agrees that provision for extension of Bank Guarantee/Insurance Surety Bond is to protect the genuine commercial interest of EESL and is not an onerous act on (Name of the supplier)."</i></p> <p>The BG shall be from any Nationalized Bank/other scheduled Private banks/International banks, to be from among the list of banks given at Annexure I of Section-6. In case of international bidder(s), the CPG BG could be from any such international bank having a branch in India or a Nationalized Indian bank having a branch in the country of origin of the international bidder(s) mentioned in Annexure I. The International Bidders are also required to enclose with their CPG BG a letter of BG</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
		<p>confirmation from a corresponding Indian bank. EESL shall at its discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder(s) in connection with the contract including of replacement warranty obligations.</p> <p>Failure of the bidder(s) to comply with the requirements of IFB/Tender/NIT/LOA shall constitute enough grounds for the annulment of the award and forfeiture of the SD/CPG.</p> <p>The CPG shall be released after completion of all contractual obligations including warranty obligations.</p> <p>This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC0000007.</p> <table border="1" data-bbox="448 972 1442 1149"> <tr> <td colspan="2" data-bbox="448 972 1442 1028"><b>BG advising message – IFN 760COV / IFN 767COV via SFMS</b></td> </tr> <tr> <td data-bbox="448 1028 775 1084"><b>Field Number</b></td> <td data-bbox="775 1028 1442 1084"><b>Particulars ( to be mentioned in Row 1)</b></td> </tr> <tr> <td data-bbox="448 1084 775 1149">7037</td> <td data-bbox="775 1084 1442 1149">EESL543840944</td> </tr> </table>	<b>BG advising message – IFN 760COV / IFN 767COV via SFMS</b>		<b>Field Number</b>	<b>Particulars ( to be mentioned in Row 1)</b>	7037	EESL543840944
<b>BG advising message – IFN 760COV / IFN 767COV via SFMS</b>								
<b>Field Number</b>	<b>Particulars ( to be mentioned in Row 1)</b>							
7037	EESL543840944							
9.	GCC 25	<p><b>Supplementing GCC 25 with the following:</b></p> <p>Employer is liable for and shall pay only applicable GST on various components of prices. Implementing Partners are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Implementing Partner while quoting bid price. EESL’s liability shall be only for applicable GST.</p> <p>No increase in Taxes and Duties (<i>in case of change</i>), which are payable as per the Contract, shall be allowed beyond the original delivery/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower payable Taxes and Duties amount in case of delivery of Goods/ Installation beyond the original delivery/Installation dates. Therefore, in case of delivery of Goods/Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the payable Taxes and Duties amount which may work out either on schedule date or actual date of dispatch of Goods/ Installation.</p>						



Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Notwithstanding anything above or elsewhere in the contract, in event that input Tax credit of the GST charged by the supplier, is denied by the tax authorities to the employer for reasons associated with non-compliance/incorrect compliance by the supplier, the employer shall be entitled to recover such amount from the supplier by way of adjustment from any of the subsequent invoices submitted by the supplier to the employer. In addition to the amount of GST, the employer shall be entitled to recover interest and penalty, in case any interest/or penalty is imposed by the tax authorities on the employer for incorrect/wrong avaiment of input tax credit. The employer shall determine whether the denial of credit is linked to the non-compliance/indirect compliance of the supplier and the said determination shall be binding on the supplier.
10.	GCC Clause 30	<p><b>Replace GCC Clause 30(b) with the following:</b></p> <p>The Defect Liability Period or Warranty Period shall be of <b>5 years 3 Months</b> from the date of receipt of material at hub, which is in line with the provisions of the Technical Specifications mentioned at Part-C of Section-4.</p> <p>Apart from above, other Warranties, if any, as mentioned under Technical Specification (Part-C of Section-4) shall be applicable separately.</p>
11.	GCC 37	<p><b>Replace clause 37 with the following:</b></p> <p><b>Liquidated Damages:</b></p> <p>The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ <b>0.5%</b> (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed <b>5%</b> of the total contract Price as awarded. For the avoidance of doubt, EESL and Supplier unequivocally agreed that Liquidated Damages herein are the genuine pre-estimate of loss on account of Delay, that EESL will suffer in case of Supplier's default or non-conformity. Further, EESL's right to levy Liquidated Damages is without prejudice other right and remedies available to EESL, including right to terminate the Agreement, at risk and cost of the Supplier.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Apart from above, other LD/Penalty as mentioned under Technical Specification (Part-C of Section-4) shall be applicable separately.
12.	GCC 38.2	<p><b>Replace GCC Clause 38.2.3:</b></p> <p><b>Quantity Variation</b></p> <p>If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 38 would be to increase the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than <b>Twenty (20) percent</b>, the Supplier may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the EESL accepts the Supplier's objection, the EESL and the Supplier shall agree on specific rates for valuation of the change.</p> <p>As long as overall variation remains within <b>+ 20% of the contract price</b> and within <b>+20% of the quantity of each item</b>, the rate of individual contract items and other Terms &amp; Conditions of the contract shall remain unaltered.</p> <p>In case overall contract price increases by more than <b>20%</b>, all such items, where executed/anticipated quantity has exceeded/is expected to exceed that's specified in the contract by more than <b>20%</b>, will be identified. In respect of all such items while the quantity originally specified in the contract <b>+20%</b> extra shall be paid at unit rate available in the Contract, the payment for the balance quantity shall be released at a rate to be decided after mutual agreement.</p>
13.	GCC 38.2.4	In the said clause, wherever "15%" is appearing shall be replaced with " <b>20%</b> ".
14.	GCC 38.2	<p><b>Supplement clause 38.2 with the following:</b></p> <p><b>Repeat Order</b></p> <p>EESL reserves the right to place repeat order upto 50% of original contract value in case of urgency for part quantity for similar work on same prices, terms and conditions. The date of repeat order will not be beyond 3 months after the completion of earlier order.</p>

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



## SECTION 5

### 1. Measurement and Verification (M&V)

Not Applicable for this tender

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NIT Bid Document No: EESL/06/2024-25/1GW Solar Module /OTE/242510001	SECTION-5 M&V	Page 1 of 2
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## SECTION-6

### Forms & Procedures

#### List of Contents

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

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

**List of Appendix to Contract Agreement**

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

**BID FORM (FORMAT OF APPLICATION)**

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

Subject: - .....

**Date:-xx-xx-2024**

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for the Package as mentioned under “**Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India**” in a sealed cover as detailed below:

2.0 Packet-I of Envelope 1:

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

3.0 Packet-II of Envelope 1:

- (a) Attachment 1: Bid Form
- (b) Attachment 3: Power of Attorney
- (c) Attachment 4: Certificate regarding acceptance of important terms and conditions
- (d) Attachment 5: Deviation statement
- (e) Attachment 6: Form of acceptance of EESL fraud prevention policy
- (f) Attachment 7: An undertaking by Holding Company (As Applicable).
- (g) Attachment 8: Format for details regarding RTGS/NEFT Payments
- (h) Attachment 9: Compliance Matrix/ Check - List for Bidders
- (i) Attachment 10: Certificate Regarding Declaration of Local Content
- (j) Attachment 11: “Restrictions on procurement from a Bidder of a country which shares a land border with India” Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)
- (k) Attachment-12: Details regarding Qualifying Requirement /Eligibility criteria as per Part-B (BDS).
- (l) Attachment-13: Certificate regarding non- debarment for false declaration of local content.
- (m) Attachment-14: Certificate regarding non debarment / blacklisting/ disqualification
- (n) Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder’s qualifications to perform the contract as required in qualifying Requirement

- 4.0 Envelope 2: Price Bid (duly filled in electronic template as available on the e-portal)
- 5.0 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP documents. Further, it is certified that in line with clause 1.1.2 of Section-2 (ITB) no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same
- 6.0 We declare that the prices left blank in price schedule/ price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes & duties except applicable GST. The GST shall be paid extra at actual
- 7.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.
- 8.0 We undertake, if our bid is accepted, we shall commence the work immediately upon your Notification of Award to us, to achieve completion of work within the time specified in the bidding documents.
- 9.0 We agree to abide by this bid for a period Six Months from the date of opening of bids as stipulated in the RfP documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall remain valid for the entire project period after issuance of Notification of Award.
- 10.0 Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 11.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 12.0 We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948
- 13.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

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



**Our correspondence details are:**

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

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

**Form for Submitting BG Format in lieu of EMD**

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

Bank Guarantee No. ....

Date.....

To:

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

Dear Sir(s),

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

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

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

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of .....20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name :

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

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

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

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

### **BANK GUARANTEE CHECK LIST**

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

### **CHECK LIST**

Sl. No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG ?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	

f)	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents ?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of EESL in any manner ) ?	
h)	Incase of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG ?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant ?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents ?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

#### ANNEXURE-A

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

##### SCHEDULED COMMERCIAL BANKS

- SBI AND ASSOCIATES**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

- NATIONALISED BANKS**

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

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

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

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

**(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

Sl. No.	Name of Banks	Sl. No.	Name of Banks

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

**(E) PUBLIC SECTOR BANK**

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

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

Tender Document No/Package No:

Dated:

Package Details.....

**POWER OF ATTORNEY**

**BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT**

Tender Document No/Package No:

Dated:

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

Bidder's Name&amp; Address

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

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

Governing Laws	-	Clause 13 of GCC
Settlement of Disputes	-	Clause 14 of GCC
Terms of payment	-	Clause 21 of GCC
Performance Security	-	Clause 24 of GCC
Taxes and Duties	-	Clause 25 of GCC
Completion Time Guarantee	-	Clause 19 of GCC
Defects Liability	-	Clause 30 of GCC
Patent Indemnity	-	Clause 31 of GCC
Limitations of Liability	-	Clause 46 of GCC
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid

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

Date:  
Place:

Signature:  
Printed Name:

Designation:  
Common Seal



NAME OF WORK.....

BIDDING DOCUMENT NO.....

**(Deviations Statement)**

Bidder's Name and Address:

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

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for IFB/RfP No..... . These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

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

A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal) .....

**Note:**

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

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

**To:**

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

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

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of EESL and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature .....

Printed Name .....

Designation.....

Common Seal.....

Date:

Place:

**FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE [www.eeslindia.org](http://www.eeslindia.org)**

**PROFORMA OF LETTER OF UNDERTAKING**

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

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

Ref.: NIT/Bid Document No.:

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

Bidder's Name and Address:

To,

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

Dear Sir,

1.0 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

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

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

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

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

**Witness:**

**Yours faithfully,**

(1) .....

(Signature of Authorized Signatory)  
on behalf of the Holding Company

(2) .....

Name & Designation .....

Name of the Holding Company .....

(Seal of Holding Company)

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

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

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

Sub: RTGS/NEFT Payments

We are agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

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

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

Encl: As above: -

Confirmed by Banker  
 of supplier  
 With Seal

Signature

With stamp & Address

### Compliance Matrix/ CHECK - LIST FOR BIDDERS

**The bidder must confirm the package of the tender in which they have participated.**

Sl. No.	Package	Yes	No
1	Participated in Package-I		
2	Participated in Package-II		
3	Participated in Package-III		
4	Participated in Package-IV		
5	Participated in Package-V		

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

Sr. No.	Detail/Terms & Conditions	Applicable For	Attached		Reasons for non-compliance/remarks
			Yes	No	
1	Bid Fee (If Applicable)	Indian Bidders			
2	EMD (If Applicable)	Indian Bidders			
3	Bid Fee exempted for being MSE/Start-up	Indian Bidders			
	EMD exempted for being MSE/Start-up	Indian Bidders			
	In case of claiming exemption in submission of Bid Fee and EMD, Relevant Certificate of MSEs/Start-up certificate from DIPP (Refer Section-2) is required to be submitted	Indian Bidders			
	In case of claiming exemption in submission of Bid Fee and EMD, enclose proof of being a manufacturer of tendered. Relevant document issued by competent Govt. Authority/Body shall be submitted.	Indian Bidders			
	In case of Start-up, Business Eligibility certificate (for item tendered) is also required to be submitted	Indian Bidders			
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			
	In case of Women entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			
5	Duly signed and company sealed copy of whole tender document and subsequent amendments (if any)	Indian Bidders			
6	Duly filled up and attached Technical (Unpriced) Bid and all applicable formats of tender document.	Indian Bidders			

7	Acceptance of important terms and conditions in line with ITB clause 4.6 as per format attached as Attachment-4,	Indian Bidders			
8	Separate sheet(s) of deviation (Attachment-5) If any, from the tender conditions with seal and signature of authorized personnel.	Indian Bidders			
9	Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6	Indian Bidders			
10	CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT (As per attachment 10 of the tender document)	Indian Bidders			
11	Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of Section-6)	Indian Bidders			
12	GST Registration Certificate and PAN Card Copy.	Indian Bidders			

**NOT TO BE PRINTED ALONG WITH ABOVE TABLE**

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

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

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

**Date:**

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

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

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

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

.....

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

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

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

That the goods/services/works supplied by me for .....

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

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

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

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



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

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

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

Dear Sir,

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

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

and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order and MoP Order, M/s. ....[Enter the name of the Bidder] [hereinafter, “Class-I Local Supplier”] have submitted an Affidavit of self-certification to M/s. Energy Efficiency Services Limited [hereinafter, EESL] regarding Local Content in Goods/Services/Works to be supplied by the “Class-I Local Supplier” for “Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India”.

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

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the “Class-I Local Supplier” for “Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India”.

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the “Class-I Local Supplier” a practicing cost accountant or practicing chartered accountant [choose as applicable], certify that the Local Content as defined under the PPP-MII and MoP Order, in the Goods/Service/Works to be supplied by the “Class-I Local Supplier” for “Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India” is ..... percentage [specify the percentage of Local content].

For and on behalf of,

Date:

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

Firm Reg No. Membership No.

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

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

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

**Date:**

**Printed Name:**

**Place:**

**Designation:**

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

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

<b>Eligibility Conditions</b>		
<b>Sl. No.</b>	<b>Details</b>	<b>Declaration by the Bidder (Declare/Tick (√) whichever is applicable)</b>
1.	Status of the Bidder	
a.	Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and further amendment thereof)	<input type="checkbox"/>
b.	A registered partnership firm (registered under section 59 of the Partnership Act, 1932)	<input type="checkbox"/>
c.	A limited liability partnership (under the Limited Liability Partnership Act, 2008)	<input type="checkbox"/>
1.1	Details of Documents submitted as evidence for aforesaid status	<i>(...fill in no. and date of Documentary evidence...)</i>
2.	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I Local Suppliers with minimum local content of 50%, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Renewable Energy (RE) sector” issued vide order ref no. F.No. 283/22/2019-GRID SOLAR Dated 23.09.2020</p> <p>NOTE: - Only Class-I local suppliers as defined in the above tender are eligible to take part in this bidding process.</p>	<p>Attachment 10 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> <li>· Not from a country which shares a land border with India</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>· Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above.</li> </ul> <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order.</p>	<p>Attachment 11 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

**Eligibility Conditions**

Sl. No.	Details	Declaration by the Bidder <i>(Declare/Tick (√) whichever is applicable)</i>
	Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.	
4.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work.	Submitted Self Declaration on Company's Letter Head  Yes <input type="checkbox"/> No <input type="checkbox"/>

**Qualifying Requirement**

Sl. No.	Details	Declaration by the Bidder <i>(Declare/Tick (√) whichever is applicable)</i>
1.1.1	Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience for 'Manufacturing and Supply of crystalline type Solar PV modules of the required rating/quantity' in line with the QR Sr. No. 1.1.1	<i>(--fill in Contract No. and its Date-----)</i>
a)	Mention Name and Address of Client along with Contact details of concerned person	<i>(--fill in requisite details----- --)</i>
b)	Whether Scope of Work under above referred Contract at sl. no. 1.1.1 of QR includes below mentioned 'similar work':  <b>Experience of Manufacturing and Supply of crystalline type Solar PV modules.</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Bidder should be a manufacturer and should have successfully executed / completed 'Similar work' in the last 3 years	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<b>Quantity of crystalline type Solar PV modules</b>	-----MWp.

c)	Value of Work Order	----- -
d)	Date of execution/completion	....DD/MM/YYYY...
1.1.2	CA certification of minimum manufacturing capacity per annum of Solar PV Modules, as on the date of issuance/publication of the RfP/tender	-----MWp.

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

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

Signature:

Name:

Designation:

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



## Annexure-12(A)

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

- i. Type of **Solar PV Modules** manufactured by the Bidder,
- ii. Manufacturing Capacity per annum/month **Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules**, along with name & address of manufacturing plants
- iii. Future month wise commitment for DCR compliant crystalline 540 Wp and above **Solar PV Modules** under other contracts of the Bidder for next 12 months

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

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

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

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

Dear Sir/Madam,

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

Thanking You,

Yours faithfully,

Signature

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

Seal.....

Date:

Place:

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

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

**Sub: Certificate regarding non debarment / blacklisting/disqualification**

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

Dear Sir/Madam,

We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e. [www.eeslindia.org](http://www.eeslindia.org)) and undertake that we along with our associate / collaborator /sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

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

Seal.....

Date:

Place:

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

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

To,

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

Dear Sirs,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at .....( hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns ), a Contract by issue of Owner's Letter of Award No.....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 not withstanding any security or other guarantee that the owner may have in relation to the Contractor’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....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.**

**BANK GUARANTEE CHECK LIST**

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

**CHECK LIST**

S.No.	Details of Checks	YES/ NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	

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

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

**SCHEDULED COMMERCIAL BANKS**

- **SBI and Associates**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

- **Nationalized Banks**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	18.	Indian Overseas Bank

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

**C. Foreign Banks**

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

**D. SCHEDULED PRIVATE BANKS**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.	45.	IDFC Bank.
46.	South Indian Bank	47.	Karnataka Bank Limited

**E. Other Public Sector Banks**

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

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

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

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

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

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

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

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

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:



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

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

Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Purchaser in the currency/currencies of the Contract. In case of award on us, the delineation of scope of work shall be as per the following:

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

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

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

Common Seal of .....

For Lead Partner (Party No.-1)

has been affixed in my/ our

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

presence pursuant to Board of

Director's Resolution dated .....

Name .....

Designation .....

(Signature of the authorized representative)

Signature .....

**WITNESS :**

I. ....

**II.** .....

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

For Party No.-2  
For and on behalf of M/s.....

Name .....  
Designation .....  
Signature .....

(Signature of the authorized  
representative)

**WITNESS :**

**I.** .....

**II.** .....

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

For Party No.-3  
For and on behalf of M/s .....

Name .....  
Designation .....  
Signature .....

(Signature of the authorized  
representative)

**WITNESS:**

**I.** .....

**II.** .....

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

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

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

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

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

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

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

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

for and on behalf of  
the Partners of Joint Venture

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

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

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

**WITNESS**

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

## 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 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND**

To: *(insert Name and Address of the Insurer)*

Ref.: Forfeiture of Bid Security Amount against **Insurance Surety Bond** No. ....  
dated ..... for ....., issued by you on behalf of M/s. .... *(insert name of the Bidder)* .....

Dear Sirs,

Please refer to the subject Insurance Surety Bond executed by you in our favour for ..... as Bid Security for the bid submitted by M/s. .... *(insert name of the Bidder)* ..... against ..... *(insert name of the Package)* ..... ; Specification No. ....

As per the terms of the said guarantee, the **Insurer** has guaranteed and undertaken to pay immediately on demand by the Employer the amount of ..... without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the **Insurer** irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to .... *(insert name of the Employer)* ..... owing to the occurrence of the condition referred to at Sl. No. .... The **Insurer** is requested to remit the full guaranteed sum ..... towards proceeds of the bid security in the form of Demand Draft in favour of '.... *(insert name of the Employer)* .....', payable at .... *(insert place of the Employer)*....'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:

.....*(Registered Office of the Insurer)*....

**Form 3d. FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN  
INSURANCE SURETY BOND**

To: *(insert Name and Address of the Insurer)*

Ref.: Conditional Claim against Insurance Surety Bond No. .... dated ..... for  
..... valid up to ..... issued by you on behalf of M/s. .... *(insert name of  
the Bidder)* .....

Dear Sirs,

Please refer to the subject **Insurance Surety Bond** executed by you in our favour on behalf of  
M/s. .... *(insert name of the Bidder)* ....., who have submitted this **Insurance Surety  
Bond** to us towards Bid Security against .... *(insert name of the Package)* ..... ; Specification  
No. ....

We, ..... *(insert name of the Employer)* ..... do hereby request you to lodge our  
claim/demand against the subject **Insurance Surety Bond** for full guaranteed sum. Kindly note  
that this claim/demand against the subject **Insurance Surety Bond** is without any further notice  
in case the amendment to **Insurance Surety Bond** No. .... dated ..... extending  
its validity upto ..... is not got arranged by ..... *(insert name of the Bidder)* .....  
in our favour and are not received by us upto ..... In such an event you are requested to  
remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and  
proceeds of this **Insurance Surety Bond** shall be forwarded to us in form of demand draft in  
favour of ' .... *(insert name of the Employer)* ....., payable at .... *(insert place of the Employer)*....'.

This is without prejudice to our right under this guarantee, any other related document with  
reference to this guarantee and under the law.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:

*(insert Name and Address of the Bidder)*

- You are requested to do the needful so that the amendment to the subject **Insurance Surety  
Bond** extending the validity up to ..... is received by us by.....

**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.**

# Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No.....

Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. .... dated ..... for .....  
....., issued to you on behalf of M/s. ....(*insert name of the Contractor*)  
..... in respect of Contract No. .... dated ..... for ..... (*insert  
name of the Package alongwith the Project name*) ..... (hereinafter called original  
**Insurance Surety Bond**).

At the request of M/s..... (*insert name of the Contractor*) ....., We .....(*insert  
name & address of the Insurer*) ....., a **Insurer** organized under the laws of  
..... and having its Registered/Head Office at .....(*insert address of  
registered office of the Insurer*)..... do hereby extend our liability under the above-  
mentioned **Insurance Surety Bond** No. .... Dated ..... for a further  
period of ..... Years/Months from ..... to expire on ..... Except as provided  
above, all other terms and conditions of the original **Insurance Surety Bond** No.  
..... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

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. 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 Contractors/ Suppliers /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/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.**

Notification of Award

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

Ref. No.:

Date:

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

.....

Attn.: Mr.....

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

(Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

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

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

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

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

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

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

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

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

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

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

2.0 **AWARD OF CONTRACT AND ITS SCOPE**

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

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

3.0 **CONTRACT PRICE**

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

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

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

4.0 You are required to furnish at the earliest a Performance Security(ies), as per the RfP Documents, for an amount of ..... (Specify the value) ..... i.e. equal to 10% (Ten percent) of the Contract Price, and valid upto and including ..... and any other securities as per the RfP Documents.

*(In case any other performance security is required to be furnished, the same is to be mentioned here)*

5.0 All the bank guarantees shall be furnished from an eligible bank as described in the RfP Documents.

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

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

Yours faithfully,

For and on behalf of

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

(*Authorised Signatory*)

Enclosures (if Applicable):

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

**Contract Agreement**

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

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

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

BETWEEN

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

and

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

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

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents



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

VOLUME - A

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

VOLUME - B

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

VOLUME - C

4. Proposal Submitted by the Consultant.

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

1.2 Order of Precedence

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

1.3 Definitions (Reference Conditions of Contract Clause 1.0.1)

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

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

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

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

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

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

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

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference Conditions of Contract Clause 1.0.1)

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

Article 4. Appendices

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

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

List of Appendices

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

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

Signed by for and  
on behalf of the Employer

Signed by for and  
on behalf of the Consultant

.....

.....

Signature

Signature

.....

.....

Title

Title

in the presence of

in the presence of

## Appendix-1 to Contract Agreement

### TERMS AND PROCEDURES OF PAYMENT

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

#### 1. TERMS OF PAYMENT

Upon delivery/handover of material, 100% payment including GST shall be processed towards the supplied quantity on receipt of the supplier's tax invoice on EESL's Bill Tracking System. The payment shall be processed upon receipt of following and after compliance of Conditions of Payment mentioned below: -

- a) The invoice should be submitted with scanned/hard copy of proof of delivery (receipt acknowledgement), duly signed and stamped by authorized representative of EESL  
and  
Acknowledgement by authorized representative of EESL's appointed agency along with submission of proof of delivery/handover  
or  
Acknowledgement directly by client's authorized representative along with submission of proof of delivery/handover  
or  
EESL's e marketplace/portal generated acknowledgement receipt.
- b) Acknowledgement of NOA/LOA and signing of Contract Agreement.
- c) The Contractor shall provide Contract Performance Guarantee (CPG) for the value as specified in the contract within twenty-eight (28) days of receipt of the NOA/LOA and payment shall be processed once the CPG is confirmed through SFMS details.

#### Conditions of Payment:

- a) The Contractor must submit all the documents/reports as per the deliverables of this tender document. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by EESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions.
- b) The payment shall be processed only upon receipt of (i) Acknowledgement of LoA/NoA and signing of contract agreement; (ii) submission of CPG as per tender documents in addition to deliverable documents.
- c) Contractor will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by EESL Officer in charge (OIC) or its authorized representative.

- d) The payment shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice.
- e) The amount will be payable in Indian Rupees as per payment milestones/ terms after successful completion of services rendered as per the deliverables mentioned in scope of work.
- f) No advance payment shall be made.
- g) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).

The payment will be made within 30 days from compliance of Payment Terms as mentioned above. The 30-day period shall start following the submission of the valid tax invoice along with the deliverables as specified above.

### 1.1 Payment towards Taxes and Duties

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

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

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

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

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

## Appendix-2 to Contract Agreement

### PRICE ADJUSTMENT

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

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

**Appendix-3 to Contract Agreement**

**INSURANCE REQUIREMENTS**

A) Insurances to be taken out by the Contractor

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

(a) Transit Insurance Policy

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

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

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

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

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

towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

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

B) Insurances to be taken out by the Employer

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

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

-- End -

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

**TIME SCHEDULE**

1. The Project Completion Schedule shall be as follows:

Sl. No.	Activity	Completion period/Delivery Schedule																		
1.	Design, Manufacture, Testing, Supply as per Scope of Work mentioned under Technical Specifications i.e., Section-4(Part-C) of Bidding Document.	<p>This is a rate contract for 6 months. LOA/NOA shall be valid for 6 months i.e. 0.5 year from the date of issuance of LOA/NOA. Prices shall remain fixed &amp; firm during the entire period of the rate contract.</p> <p><b>Delivery Schedule for supplying Goods to the supply location (Hub) shall be as per the following:</b></p> <p>The material shall be allocated by EESL through System Generated Release Orders (ROs)/Purchase Orders indicating the supply location (Hub) and quantity. EESL shall provide allocation of quantities to be supplied from time to time during the currency of contract with appropriate Dispatch instructions / Release Orders.</p> <p><i>All the allocated quantity shall be manufactured and delivered to the supply location (Hub) within the stipulated timeline (as mentioned below) from the date of issuance of respective release order(s) / purchase order(s).</i></p> <table border="1"> <thead> <tr> <th align="center" colspan="6">Maximum Delivery Time from the date of issuance of each System Generated Release Orders (ROs)/Purchase Orders (POs)</th> </tr> <tr> <th align="center">Region</th> <th align="center">North Region</th> <th align="center">South Region</th> <th align="center">West Region</th> <th align="center">East Region</th> <th align="center">Northeast and Special Category Region</th> </tr> </thead> <tbody> <tr> <td align="center">Number of Days</td> <td align="center">10 days</td> <td align="center">10 days</td> <td align="center">10 days</td> <td align="center">10 days</td> <td align="center">15 Days</td> </tr> </tbody> </table> <p>In case of delay in delivery of material at site on F.O.R. Hub Location basis, Liquidated Damages (LD) will be applicable as per terms and conditions of the RfP/NOA/LOA/Contract.</p> <p>The supplier can improve upon the schedule depending upon his capacity and production rate.</p> <p>Bidder must provide invoice copy including copy of challan etc. for dispatched material within one day of dispatch of material. This is a mandatory requirement for EESL records.</p> <p>Bidder must also ensure the dispatched material should have EESL invoice copy attached to the box to be delivered at the hub locations.</p> <p>For Detailed Terms and condition related to procedure of allocation of work and supply/delivery schedule kindly refer Section-4 Part C (Scope of work &amp; Technical Specifications) of the RfP.</p>	Maximum Delivery Time from the date of issuance of each System Generated Release Orders (ROs)/Purchase Orders (POs)						Region	North Region	South Region	West Region	East Region	Northeast and Special Category Region	Number of Days	10 days	10 days	10 days	10 days	15 Days
Maximum Delivery Time from the date of issuance of each System Generated Release Orders (ROs)/Purchase Orders (POs)																				
Region	North Region	South Region	West Region	East Region	Northeast and Special Category Region															
Number of Days	10 days	10 days	10 days	10 days	15 Days															



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

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

1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.

1.3 **Time for Completion is the essence of Contract.**

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

**LIST OF APPROVED SUBCONTRACTORS**

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

<b>Work/Items under Contract</b>	<b>Approved Subcontractors</b>	<b>Nationality</b>

**\*\*End of Appendix-5\*\***

**SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER**

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

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

Personnel Charge to Contractor – None

-----NIL-----

Facilities Charge to Contractor - None

-----NIL-----

Electricity and Water Charge to Contractor – None

-----NIL-----

Works Charge to Contractor - None

-----NIL-----

Supplies Charge to Contractor – None

-----NIL-----

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

**LIST OF DOCUMENTS FOR APPROVAL OR REVIEW**

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

A. Approval

1.

2.

3.

B. Review

1.

2.

3.

Note:

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

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

**GUARANTEES, LIQUIDATED DAMAGES FOR NON – PERFORMANCE**

**As applicable as per Technical Specs**

**CONTRACT CO-ORDINATION PROCEDURE**

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

**Important Instruction for participation in the e-Bidding:**

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

*Bidders are requested to visit "e-Tendering" section at EESL website, [www.eeslindia.org](http://www.eeslindia.org) for instructions and registration on E-tendering portal.*

**Steps for Registration on EESL's E-Procurement Portal**

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

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

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

**A. Digital Signature Certificate:**

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

**B. EESL Global Support Telephones and e-mail id**

Contact Details: +91-80-45811365, +91-80-45982100, +91-9560095958  
[mohitkumar@etenderwizard.com](mailto:mohitkumar@etenderwizard.com), [krishna.a@etenderwizard.com](mailto:krishna.a@etenderwizard.com)

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

## Annexure-I

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



### Tender Conditions applicable for MSE and Start-ups

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

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

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

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

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

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

**2.3** MSE owned by SC/ST is defined as:

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

**2.4** MSE owned by Women is defined as:

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

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

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

## Annexure-II

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

## Annexure-II

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

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

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

			in range of L1 + 15%, no work will be given to MSE.
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4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.

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

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

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

NOTES: -

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

(MSEs).”

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



(Price-Bid)

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

Name of work: "Rate Contract for supply of ~1,000 MWp Domestic Content Requirement (DCR) compliant crystalline 540 Wp and above Solar PV Modules across India".

[To be Filled Online Only]

**For Package-I (North Region)**

S.No.	Description	Unit of Measurement (UOM)	Estimated Qty. for Tender (Nos.)	Unit price per UoM exclusive of GST on F.O.R. destination basis (in Rs.)	Total Price exclusive of GST on F.O.R. destination basis (in Rs.)
A	B	C	D	E	F=ExD
1	Crystalline solar PV module as per technical specification defined in the tender document. For <b><u>Package-I (North Region)</u></b>	Wp	240,000,000	To be filled by Bidder. Please fill the prices in excel sheet available at e-portal only	Not to be filled by the Bidder. (Total cost shall be automatically calculated based on D and E columns)

**For Package-II (West Region)**

S.No.	Description	Unit of Measurement (UOM)	Estimated Qty. for Tender (Nos.)	Unit price per UoM exclusive of GST on F.O.R. destination basis (in Rs.)	Total Price exclusive of GST on F.O.R. destination basis (in Rs.)
A	B	C	D	E	F=ExD
1	Crystalline solar PV module as per technical specification defined in the tender document. For <b><u>Package-II (West Region)</u></b>	Wp	250,000,000	To be filled by Bidder. Please fill the prices in excel sheet available at e-portal only	Not to be filled by the Bidder. (Total cost shall be automatically calculated based on D and E columns)

**For Package-III (South Region)**

S.No.	Description	Unit of Measurement (UOM)	Estimated Qty. for Tender (Nos.)	Unit price per UoM exclusive of GST on F.O.R. destination basis (in Rs.)	Total Price exclusive of GST on F.O.R. destination basis (in Rs.)
A	B	C	D	E	F=ExD
1	Crystalline solar PV module as per technical specification defined in the tender document. For <b>Package-III (South Region)</b>	Wp	160,000,000	To be filled by Bidder. Please fill the prices in excel sheet available at e-portal only	Not to be filled by the Bidder. (Total cost shall be automatically calculated based on D and E columns)

**For Package-IV (East Region)**

S.No.	Description	Unit of Measurement (UOM)	Estimated Qty. for Tender (Nos.)	Unit price per UoM exclusive of GST on F.O.R. destination basis (in Rs.)	Total Price exclusive of GST on F.O.R. destination basis (in Rs.)
A	B	C	D	E	F=ExD
1	Crystalline solar PV module as per technical specification defined in the tender document. For <b>Package-IV (East Region)</b>	Wp	210,000,000	To be filled by Bidder. Please fill the prices in excel sheet available at e-portal only	Not to be filled by the Bidder. (Total cost shall be automatically calculated based on D and E columns)

**For Package-V (North East & Special Category Regions)**

S.No.	Description	Unit of Measurement (UOM)	Estimated Qty. for Tender (Nos.)	Unit price per UoM exclusive of GST on F.O.R. destination basis (in Rs.)	Total Price exclusive of GST on F.O.R. destination basis (in Rs.)
A	B	C	D	E	F=ExD
1	Crystalline solar PV module as per technical specification defined in the tender document. <b><u>For Package-V (North East &amp; Special Category Regions)</u></b>	Wp	140,000,000	To be filled by Bidder. Please fill the prices in excel sheet available at e-portal only	Not to be filled by the Bidder. (Total cost shall be automatically calculated based on D and E columns)

**Note:**

1. L1 (lowest price/rate) will be arrived from the total price (Column F of price bid table).
2. Bidder is required to quote in Wp basis considering 540 Wp solar module only. Payment will be done considering 540 Wp module only. Bidder is free to supply module of rated capacity 540 Wp and above. Price and quantity shall be as per 540 Wp module only.

**Other terms and conditions: -**

1. The Bidder shall indicate in the Price Bid, the unit prices in ₹ (INR) and total Bid prices of the Goods & Services in the prescribed format only. Bidders shall quote for the complete requirement of Goods and Services specified under the Contract on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.
2. The bidder should quote for all heads in the price-bid format for which separate analysis/ reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted.
3. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.

5. The above prices are exclusive of GST but prices are inclusive of inland transportation including loading, unloading and transfer to Site, insurance, P& F Charges and other costs incidental to delivery.
6. Please note that selection of the bidder will be done on the techno-commercially acceptable bid and item-wise L-1 (Least Cost) basis as per evaluation criteria defined in Part-A (BDS) of Section-4. Bidder should quote for complete scope of work as defined in the RfP documents.
7. Prices will remain firm till the execution of the contract and nothing shall be payable extra apart from the prices quoted above.

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

(SEAL)  
Signature of Tenderer or  
Their Authorized Representative: \_\_\_\_\_

Dated: \_\_\_\_\_

Name & Address of Tenderer:  
\_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax no.: \_\_\_\_\_

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

**BANK CERTIFICATE**

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

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

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

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

Signature \_\_\_\_\_

Name of Bank \_\_\_\_\_

Name of Authorised Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Phone No. \_\_\_\_\_

Address \_\_\_\_\_

SEAL OF THE BANK