



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

Clarification/Amendment No. 1

Ref.: GEM/2024/B/5682328/Amdt. No. 1

Dated: 30.12.2024

To,

M/s

Subject: Clarification No. 1 in GEM/2024/B/5682328 Dated: 09-12-2024 for "Rate Contract for Designing, engineering, supply, inspection, installation, testing and commissioning of Intelligent Flow Controller (IFC) for Compressed Air Network along with warranty for two years on Pan India Basis".

Ref:

1. NIT document no. EESL/CDP/CC/2024-25/DEEP/ IFC/GeM /OTE/242511001 Dated: 09.12.2024 & Bid Number: GEM/2024/B/5682328 Dated: 09-12-2024

Dear Sir/Madam,

The Amendment (s) to above mentioned ATC/RfP document is attached herewith as Annexure-A.

This issues with approval of competent authority.

The prospective bidders are advised to regularly keep visiting and checking the GeM Portal (<https://gem.gov.in/>) for any further forthcoming information/notice(s) /developments/ amendments /clarification(s) regarding the subject Tender.

Rest all the terms and conditions of the ATC/RfP subsequent amendments remains unchanged.

Thanking you,

For & On behalf of EESL

DM (Contracts Cluster)

09/4

पंजीकृत कार्यालय: एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,
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वेबसाइट: www.eeslindia.org

REGISTERED OFFICE: NFL Building, 5th & 6th Floor,
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Website: www.eeslindia.org

Annexure-A

S.No.	GTC Clause Ref. No.	Clause as per RFP (Indicative, Refer RFP for exact description)	Amendment/Clarification
1.	GTC clause 4.0, xiii(f)	<p>Soft copy part of the bid shall be uploaded through the GeM portal on or before the following date and time: Date: 30/12/2024 Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>Deadline for submission of Hard copy of Documents Date: 30/12/2024 Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>Bid Opening Date and Time - 30/12/2024 at 11:30 Hrs. [Indian Standard Time (GeM portal server time)]</p>	<p>Soft copy part of the bid shall be uploaded through the GeM portal on or before the following date and time: Date: 07/01/2024 Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>Deadline for submission of Hard copy of Documents Date: 07/01/2024 Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>Bid Opening Date and Time - 07/01/2024 at 11:30 Hrs. [Indian Standard Time (GeM portal server time)]</p>
2.	GTC Clause 7(ii)	<p>Within twenty-eight (28) days of the receipt of the Notification of Award (NOA) of Contract from EESL, the bidder(s) shall furnish Security Deposit (SD)/Contract Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/Insurance surety bond 5% of the total Contract value. The SD/CPG Bank Guarantee must be valid to cover the period of 1 year from the date of NoA/LoA+ three (3) months' Claim period.</p> <p>The bidder(s) shall furnish Security Deposit (SD)/Contract Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/Insurance Surety Bond of value equalling to % of the total Contract value as specified above. The SD/CPG Bank Guarantee must be valid to cover the 1-year (or 12 months) from the date of NoA/LoA+ warranty period (if any) + three (3) months' Claim period.</p> <p>Any delay in submission of SD/CPG or SFMS confirmation whichever is later shall be deemed as accruing of financial benefit to the bidder(s) and EESL may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the bidder(s) for the period of delay. However, this provision does not bind EESL in any way from proceeding against the bidder(s) (including forfeiture of EMD, cancellation of the LOA/NOA, etc.) for noncompliance towards non-submission of the SD/CPG.</p>	<p>Within twenty-eight (28) days of the receipt of the Notification of Award (NOA) of Contract from EESL, the bidder(s) shall furnish Security Deposit (SD)/Contract Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/Insurance surety bond 5% of the total Contract value. The SD/CPG Bank Guarantee must be valid to cover the 1-year (or 12 months) from the date of NoA/LoA+ warranty period (two year) + three (3) months' Claim period.</p> <p>The bidder(s) shall furnish Security Deposit (SD)/Contract Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/Insurance Surety Bond of value equalling to % of the total Contract value as specified above. The SD/CPG Bank Guarantee must be valid to cover the 1-year (or 12 months) from the date of NoA/LoA+ warranty period (if any) + three (3) months' Claim period.</p> <p>Any delay in submission of SD/CPG or SFMS confirmation whichever is later shall be deemed as accruing of financial benefit to the bidder(s) and EESL may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the bidder(s) for the period of delay. However, this provision does not bind EESL in any way from proceeding against the bidder(s) (including forfeiture of EMD, cancellation of the LOA/NOA, etc.) for noncompliance 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 PBG will be submitted to contracts department prior to six months of expiry of previous CPG. In this regard further an undertaking has to be submitted by vendor that if vendor fails to provide second BG then EESL can impose the penalty and forfeit the Bank Guarantee/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 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 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 Attachment-15 of Section-6 of RfP. In case of international bidder(s), the CPG BG could be from any such international bank</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 PBG will be submitted to contracts department prior to six months of expiry of previous CPG. In this regard further an undertaking has to be submitted by vendor that if vendor fails to provide second BG then EESL can impose the penalty and forfeit the Bank Guarantee/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 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 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 Attachment-15 of Section-6 of RfP. In case of international bidder(s), the CPG BG could be from any such international bank having a branch in India or a Nationalized Indian bank having a</p>
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		<p>having a branch in India or a Nationalized Indian bank having a branch in the country of origin of the international bidder(s) mentioned in Attachment-15 of Section-6 of RfP. The International Bidders are also required to enclose with their CPG BG a letter of BG confirmation from a corresponding Indian bank. EESL shall at its discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder(s) in connection with the contract including of replacement warranty obligations.</p> <p>Failure of the bidder(s) to comply with the requirements of IFB/Tender/NIT/LOA shall constitute enough grounds for the annulment of the award and forfeiture of the SD/CPG. The CPG shall be released after completion 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 ICIC000000</p> <table border="1" data-bbox="480 1144 930 1290"> <tr> <th colspan="2">BG advising message - IFN 760COV / IFN 767COV via SFMS</th> </tr> <tr> <th>Field Number</th> <th>Particulars (to be mentioned in Row 1)</th> </tr> <tr> <td>7037</td> <td>EESL543840944</td> </tr> </table>	BG advising message - IFN 760COV / IFN 767COV via SFMS		Field Number	Particulars (to be mentioned in Row 1)	7037	EESL543840944	<p>branch in the country of origin of the international bidder(s) mentioned in Attachment-15 of Section-6 of RfP. The International Bidders are also required to enclose with their CPG BG a letter of BG confirmation from a corresponding Indian bank. EESL shall at its discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder(s) in connection with the contract including of replacement warranty obligations.</p> <p>Failure of the bidder(s) to comply with the requirements of IFB/Tender/NIT/LOA shall constitute enough grounds for the annulment of the award and forfeiture of the SD/CPG. The CPG shall be released after completion 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 ICIC000000</p> <table border="1" data-bbox="983 1084 1433 1234"> <tr> <th colspan="2">BG advising message - IFN 760COV / IFN 767COV via SFMS</th> </tr> <tr> <th>Field Number</th> <th>Particulars (to be mentioned in Row 1)</th> </tr> <tr> <td>7037</td> <td>EESL543840944</td> </tr> </table>	BG advising message - IFN 760COV / IFN 767COV via SFMS		Field Number	Particulars (to be mentioned in Row 1)	7037	EESL543840944
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3.	e-PBG detail on page no.2 of GEM bid document	1 month	39 months.												

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