#### **ENERGY EFFICIENCY SERVICES LIMITED**

(A JV of PSUs of Ministry of Power, Govt. of India) 202, 2<sup>nd</sup> Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

#### **CENTRAL- CLUSTER CONTRACTS DEPARTMENT**

#### **OPEN TENDER**

#### **INVITATION OF BID**

NAME OF WORK: "HIRING OF ONE NON-EV TAXI FOR CLUSTER OFFICE AT RAIPUR FOR ONE YEAR'".

BID DOCUMENT NO.: EESL/CRC/2025-26/CONTRACTS/252600002 DATE: 29/05/2025

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

For & on behalf of EESL

Regional Cluster Head Central Cluster

\*The bids for E-tenders will be submitted online on the web site <u>www.tenderwizard.com/EESL</u>. Oral, telephonic, telegraphic bids or those submitted in hard copies/physical form (except certain documents as described further) will not be entertained. In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.



Bid Details				
NIT/Bid Document No.	EESL/CRC/2025-26/CONTRACTS/252600002 DATE: 29/05/2025			
Bid Document Cost	Rs. 2,000/- (non-refundable) (Rupees Two Thousand only) In the form of Banker's Cheque/Demand Draft/Pay in Favour of 'Energy Efficiency Services Limited.' Payable at Delhi. Or NEFT/RTGS to following Account No Account Name: ENERGY EFFICIENCY SERVICES LIMITED Account No: 2164002100012319 IFSC: PUNB0216400 Branch Name: DELHI NEW, L.C.B.			
Earnest Money Deposit (EMD)/ Bid Security	Rs.12,000/- ( <i>Refundable</i> ) (Rupees Twelve Thousand Only) In the form of Banker's Cheque/Demand Draft/Pay in Favour of <b>'Energy Efficiency Services Limited'</b> Payable at <b>Delhi</b> . (EMD in the form of BG/DD should be valid up to 135 days from the date of bid opening). <b>Or</b> <b>NEFT/RTGS to following Account No</b> <b>Account Name: ENERGY EFFICIENCY SERVICES LIMITED</b> <b>Account No: 2164002100012319</b> <b>IFSC: PUNB0216400</b> <b>Branch Name: DELHI NEW, L.C.B.</b>			
Security Deposit/Contract Performance Guarantee	5% of the Contract value, to be valid up to 15 months			
Document Sale Date & Timing, i.e., Last date &time	From 29/05/2025 to 09/06/2025 (up to 1100 IST)			
Bid SubmissionPeriod	From 29/05/2025 to 09/06/2025 (up to 1100 IST)			
Price Bid Opening Date & Time	09/06/2025 at 1130 HRS IST			
Price Bid Validity Duration	90 days from opening of bid			
Bid Documents Sections in this Tender	ANNEXURE-A, B, C			
Contact Person(s) for Technical Queries	Mr. Rakesh Sahu (Deputy Manager – Technical) E-mail: <u>sh.cg@eesl.co.in</u> Phone- +91 9555330596			
Contact Person(s) for Tender Related Queries	Mr. Gopinath B V (Deputy Manager-Contracts) E-mail: <u>gopinath@eesl.co.in</u> Phone- +91-8095037607			
RfP to be addressed to	Regional Cluster Head, Energy Efficiency Services Limited 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh.			
Publication & e-procurement portal	This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package published on EESL e-procurement portal ( <u>www.tenderwizard.com/EESL</u> ). Any Corrigendum and/or amendments, etc. shall also be published only on the above website/portals.			

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

The Bid Document Fee and EMD must reach the following address in a sealed envelope superscribed **"EMD and Bidding Document Fee for NIT/Bid Document No: EESL/CRC/2025-26/CONTRACTS/252600002; Date: - 29/05/2025"** before the submission date & time mentioned above.

То

The Regional Cluster Head, Energy Efficiency Services Limited 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

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

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

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

The subject procurement will be done through e-tendering. The NIT is available on the website (www.tenderwizard.com/EESL) or could be viewed after following the link of 'e-Tendering' on EESL's website's Home Page, i.e., http://eeslindia.org from where the bidders registered with EESL (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online. The Tender submission, Tender closing and opening will be done electronically and online.

# Important Instruction for participation in the e-Bidding:

Interested bidders have to register themselves on the portal <u>www.tenderwizard.com/EESL</u> 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 followingcontact details to complete the registration formalities:

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

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

- i. Open portal by entering URL <u>www.tenderwizard.com/EESL</u>.
- ii. Download and read Registration Manual from EESL's e-tendering portal <u>www.tenderwizard.com/EESL</u>
- 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 andmandatorily change the system-generated password.
- vii. Login with your new password and Register your class-III Signing andEncryption Digital Signature Certificate (DSC).
- viii. Also read the instructions given under Registration Manual available at homepage of EESL website <u>www.tenderwizard.com/EESL</u>.

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

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

#### A. Digital Signature Certificate:

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

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

Contact Details: +91-80-45811365, +91-80-45982100, +91-9560095958

mohitkumar@etenderwizard.com, krishna.a@etenderwizard.com

For proper uploading of the bids on the portal namely <u>www.tenderwizard.com/EESL</u> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from **M/s. Antares Systems Limited** directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section 2 – ITB of the Bidding Document

# ANNEXURE-A

#### PART A: GENERAL INFORMATION

#### NAME OF WORK: "HIRING OF ONE NON-EV TAXI FOR CLUSTER OFFICE AT RAIPUR FOR ONE YEAR".

BID DOCUMENT NO.: EESL/CRC/2025-26/CONTRACTS/252600002

Date: 29/05/2025

BIDS ARE TO BE SUBMITTED AS FOLLOWS: -

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

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

- Bid document fee in the form of NEFT/RTGS/ Banker's Cheque/ Demand Draft drawn in favour of "Energy Efficiency Services Limited" payable at Delhi. <u>(To be submitted in hard copy/</u> <u>manually in the tender-box on and before Technical Bid Opening Date & Time)</u>
- 2. Bid Security fees/Earnest Money Deposit in form of NEFT/RTGS/ Banker's Cheque/Demand Draft/Pay order in favor of "Energy Efficiency Services Limited" or in the form of Bank Guarantee as prescribed format [attachment 2]. <u>(To be submitted in hard copy/ manually in the tender-box on and before Technical Bid Opening Date & Time)</u>
- MSE bidders are exempted from submission of Bid document fees and Bid Security fees/Earnest Money Deposit as indicated in Annexure-B. If bidder is claiming MSE certificate for the Tendered item in the certificate. Such certificate claiming exemptions shall be uploaded in Packet-I of Envelope – 1 and the same will be considered for evaluation. Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises
  - a. In case bidder has submitted MSME certificate (containing applicable NIC code as indicated in Tender Document) then MSME certificate will be considered for evaluation of **Packet-I of Envelope 1** & benefit of MSME will be provided to bidder for exemption of Bid document fees and Bid Security fees/Earnest Money Deposit as per Annexure-A of the RfP.
  - b. In case bidder has submitted MSME certificate, then MSME certificate will be considered for evaluation of Packet-I of Envelope – 1 & benefit of MSME will be provided to bidder for exemption of Bid document fees and Bid Security fees/Earnest Money Deposit as per Annexure-A of the RfP.

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

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

- i. Letter of the bidder submitting the bid in the form as stipulated in the bid document i.e., as per Bid Form as *Attachment-1* Duly filled and Signed by authorized signatory.
- ii. Notarized Power of attorney to sign the bid as *Attachment-3*. Bidders to use their own format.
- Deviation statement as per Attachment 4
   <u>NOTE</u>: EESL reserves the right to consider or disregard deviations, and reject bids in case of noncompliance. Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the Tender will be treated as non-responsive and will not be considered further.
- iv. Form of acceptance of EESL fraud prevention policy and declaration as per *Attachment- 6* Duly filled and Signed by authorized signatory.
- v. NEFT/RTGS Bank details as per *Attachment-7*. Duly filled and Signed by authorized signatory.
- vi. Certificate regarding Declaration of local content (as per format in *attachment -8*).
- vii. Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" **(as per format in** *attachment -9***)**.

Submission of Performa of letter of undertaking, if applicable (as per format in *attachment -10*).

- i. Self-Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules for giving false declaration of local content Bidder shall clearly mention tender reference no. and date of signing the self-declaration.
- ii. Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head
- iii. One complete set of RfP documents and subsequent amendments (if any), duly signed and stamped on each page.
- iv. Documents asked for submission in Qualifying requirement (clause 4) and any anywhere else in the Tender document.

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

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

i. Price Bid Sheet is prescribed at <u>**Part - C**</u> in the Tender document

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

Subsequently Envelope-2, Price Bid shall be opened subject to acceptance of Techno-Commercial Bid under **Packet-I of Envelope – 1 & Packet-II of Envelope – 1.** Opening date will be intimated to all those bidders, who are found **technically & commercially responsive and qualified to EESL.** Price-Bid of the **non-responsive and dis-qualified** bidders will not be opened.

Note: -

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

#### **DISCLAIMER**

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

# PART B: Scope of Work/Supply and Qualifying Requirements

#### **INTRODUCTION:**

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

#### 1. BRIEF OF WORK

Provision of Non-EV Car (Sedan/SUV or Above Category Vehicle having engine capacity > 1200CC) along with a Chauffeur on a Monthly Rental Basis with a usage of 3000 Kms/Month and 360 Hours/Month.

#### 2. SCOPE OF WORK

- 2.1 The contract period will be initially for a period of one Year (XX/04/2025 XX/04/2026) commenced from date of issuance of work order which may be extended further upon approvals on the same rate, terms and conditions depending upon the requirement and administrative convenience of this office and satisfactory service of Agency.
- 2.2 The date of purchase of vehicle should not be earlier than 2022 and should not have run more than 100000km.
- 2.3 The vehicle should be in perfectly good Condition and should be comprehensively insured.
- 2.4 The vehicle is to be provided with the following accessories/utilities:
  - (i) Clean seat cover.
  - (ii) Quality radio music system & Bluetooth connectivity.
  - (iii) Tissue paper Box.
  - (iv) Car perfume.
  - (v) Sanitizers.
  - (vi) Seat Belt (Front & Rear).
  - (vii) GPS Enabled.
  - (viii) Properly working Air-conditioner.
- 2.5 Bidder/Agency should Ensure that driver is well trained, well behaved, reasonably educated, conversant with traffic rules, hold valid driving Licence, Insurance papers, pollution certificates and permit copies.
- 2.6 Bidder/agency shall be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the bidder/agency.
- 2.7 Bidder/Agency shall obtain vehicle fitness certificate and PUC from competent authority, vehicle registration, comprehensive insurance, payment of road tax, interstate permit etc.
- 2.8 The Vehicle should have comprehensive insurance for the complete contract period.
- 2.9 In case of accident and insurance claims, the difference of amount approved by the insurance company and estimate/repair cost will be borne by the bidder/agency.
- 2.10 Bidder/agency should undertake to indemnify the department against all damages/charges arising on account of negligence on their part in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- 2.11 A daily record indicating time and mileage for vehicle shall be maintained by the driver in a LOG Book in a format as per Companies instructions and the logbook shall be submitted to the concerned officer regularly for scrutiny.
- 2.12 The time and mileage shall be taken into account from the reporting time at the appointed place i.e pickup place of the officer and drop place of the Officer (Both at the time of reporting and closing).
- 2.13 The running duration of the vehicle will be a minimum of 12 Hours per day on all days of the month from office to office including Mondays to Saturdays (Seven days a week).

- 2.14 Full month mileage would imply 3000 Kms. If the vehicle is used for more than 3000 Kms in a month and beyond the daily timing of 12 Hours per day as specified above, additional charges per KM or per Hours, as the case might be, may be specified. Driver Batta will be paid for usage when vehicle is used before 6.00 AM and after 10.00 PM (Rates of Batta may be mentioned in the quotation). Denial/Refusal to perform duty attracts penalty of Rs.1000/- for every instance.
- 2.15 The contract should be for this office exclusively and the driver/vehicle should not be used for services of other offices/organizations/individuals after the duty period of this office.
- 2.16 Once the hiring of vehicles commences from a particular agency/firm, the vehicles and drivers should not be changed unless so requested for by the office. The vehicle must be available at any time of the day as desired by the office.
- 2.17 The bidder/agency has to submit an acceptance letter indicating type of vehicle and rates and acceptance of all terms and conditions levied therein. He is required to execute a contract before the service is started.
- 2.18 The liabilities of the office will be limited to the hiring charges agreed in the contract. No additional terms and conditions over and above the conditions stipulated above shall be entertained by this office.
- 2.19 Bidder/agency will be responsible for compliance of all statutory provisions related to minimum wages, in respect of the drivers deployed by it.
- 2.20 Drivers provided with the vehicle should have valid driving Licence, and police verifications of driver is mandatory. Drivers provided should not have any previous or pending criminal cases/police records nor involved in negligent driving.
- 2.21 Bidder/agency should insist the driver to clean uniform on duty. Driver not habitual of smoking, consuming gutka, paan masala, paan (of any sorts chewing tobacco) and drinking alcohol during duty hours is desirable. The driver should have cell phone duly activated.
- 2.22 Rates one finalized will be fixed at least for a period of one Year and used as base rate in case of Upward/downward change in rates in fuel prices.
- 2.23 Any overtime arising due to breakdown of vehicle supplied by agency shall be on his account and shall not be charged to this office. In case of breakdown of vehicle/servicing of the vehicle during duty, it shall be the responsibility of the firm to provide a substitute Vehicle/Loaner vehicle, which is of similar make as replacement immediately.

# 3. <u>PENALTY CLAUSE</u>

- Penalty will be levied, for the violation of terms & condition of the contract in the following manner:
- 3.1 Any compliant from the users regarding poor upkeep, maintenance, non-availability of above accessories or any other conditions prescribed for drivers not being met would attract a cut from the bill for that day(s) on pro rata basis @25% in the first instance, @50% in the second instance and removal of driver/or vehicle from the service on the third instance.
- 3.2 In case of vehicle provided by the agency is not as per terms and conditions outlined above, such as change of driver without intimation, change of vehicle without intimation this will attract penalty amounting to Rs.1000/-@per day per vehicle.
- 3.3 If there is delay of more than one hour from the time fixed for reporting, penalty of Rs.500/- and Rs.250/- per each extra hour capped to Rs.1000/- per day will be deducted in case of delayed reporting by the driver.
  - (i) In case of Non-availability of vehicle, alternative vehicle will be hired from the open market and expenses incurred shall be deducted along with Rs.1000/- penalty from the monthly bill of the bidder/agency.
  - (ii) If above continues on regular basis Department reserves the right to cancel the contract without giving statutory one month's notice and CPG of the concerned agency will be forfeited.
  - (iii) Meter tampering resulting in fast meter: Rs.1000/- on first instance and Rs.3000/- on Second instance. Termination of vehicle on third instance.

# 4. ELIGIBILITY CRITERIA:

Sr.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
1	<ul> <li>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof)</li> <li>(OR)</li> <li>A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof)</li> <li>(OR)</li> <li>A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof)</li> <li>(OR)</li> <li>Proprietorship firm (Consortium/JV is not</li> </ul>	Copy of certificate of incorporation/ Memorandum of Association/Article of Association (OR) A registered Partnership Deed (OR) LLP registration certificate issued by registrar of Companies (OR) In Case of Proprietor, GST Registration and PAN card copies are to be submitted.
	allowed in the tender)	
2	PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Power sector" issued vide ref no. A-1/2021- FSC-Part (5) GoI, MOP Dated 16.11.2021 NOTE: - Only Class-I & Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.	The Bidder shall give a self-certification in his bid in the enclosed format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class–I or Class-II local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of tenders above Rs. 10 Cr, the 'Class-I or Class- II local Supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Suppliers other than companies) giving the percentage of local content as per the format in the RfP Documents.
3	<ul> <li>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:</li> <li>Not from a country which shares a land border with India. (OR)</li> <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>	<u>Bidder to submit a Declaration as per the</u> format enclosed in this RfP Document.

# **4.1 QUALIFYING REQUIRMENT:**

The tendering Firm/ Agency must full fill the following specifications in order to be eligible for technical evaluation of the bid:

Sr. Qualifying Requirement Documents to be Submitted
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### **QUALIFICATION OF THE BIDDER:**

Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses in its Bid. Subcontractor's technical experience and financial resource shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm only (i.e., Sole bidder). Consortium / JV not allowed in this tender.

1	The office of the Firm / Agency should be located in <u>Chhattisgarh.</u>	A certified copy of Registration of firm /company in <u>Chhattisgarh.</u>	
2	The bidder/agency must have registration for Goods Service Tax(GST).	GST Registration copies to be submitted	
3	The bidder/agency should be an assesse of Income Tax and should have valid PAN number.	Copy if PAN card.	
2	The bidder should have minimum one – year experience of Satisfactory performance in providing similar services to any Govt. Dept. / PSU/ Banks or reputed Pvt. Ltd. Co. / Firm in any of the last three years (2021-22, 2022- 23, 2023-24)	A copy of satisfactory certificate from the Authorized person.	
3	The Firm/ Agency should not be involved in any major / minor litigation that may have an impact of affecting or compromising the delivery of services as required.	Self – Declaration on the Letter Head.	
4	The bidder/agency should own or have on lease the one vehicle of model not older than 2022 registered as Taxi vehicle in their name or firms name for use as commercial vehicles (Yellow Number Plate).	The bidder/agency shall submit the proof of ownership in case of own vehicle or in case of leased vehicle, authorizing the vehicle for hiring on stamp paper from Notary.	

#### **4.2 TECHNICAL EXPERIENCE:**

Sr.	Qualifying Requirement	Documents to be Submitted
1	Bidder should have successfully executed "Similar Work" in the last 03 years in Govt. Dept. / PSU/ ULB/ DISCOMS: • Single work order valued of ₹4,80,000.00/- of the estimate cost • Two work Orders valued each of ₹3,00,000.00/- • Three work Orders valued each of ₹2,40,000.00/-	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 along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders/contract such as: i) Satisfactory completion or ii) any other documentary evidences that can substantiate the satisfactory execution of each purchase order / work order submitted. <i>Works orders along with its evidence for successful completion shall be from any Govt. Dept. / PSU/ ULB/DISCOMS which will only will be considered</i> ii) for evaluation.



RFP

#### **4.3 FINANCIAL QUALIFYING REQUIRMENT:**

Sr. Qualifying Requirement Documents to be Submitted

### FINANCIAL QUALIFICATION OF THE BIDDER:

The Bidder shall also furnish documentary evidence/ declaration regarding Financial re- structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.

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.

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.

Sr.	Qualifying Requirement	Documents to be Submitted		
1	Bidders should have an average Annual Turnover (ATO) of <b>₹1,80,000.00/-</b> for immediately preceding last three financial years	Duly authorized copy of audited balance sheet for preceding last three Financial Year to be submitted by Bidder. ATO means revenue from operations. <i>"The annual turnover of any Bidder will include</i> <i>realisation out of sales of Goods and Services but</i> <i>excludes any tax levied (Direct or Indirect) by</i> <i>any enactment of the Government of India."</i>		
2	The Bidder should be profitable (net profit) any of the two previous financial years out of last three completed financial years.	Duly authorized copy of audited annual report is to be submitted by Bidder.		
3	The net worth of the bidder in immediate last financial year should be less than 100% of paid up share capital Net worth of Proprietor / partnership Net worth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 03 Financial Years.	Duly authorized copy of audited annual report is to be submitted by Bidder.		

EESL

#### 5. CRITERIA FOR EVALUATION OF TENDER:

5.1. The tender will be evaluated and awarded accordingly to the successful bidders against following requirement –

Division	No. of Vehicles (Nos)	Vehicle Model
Raipur	1	Sedan/SUV Vehicle (Non EV) >1200CC Engine Capacity.
<b>Total Vehicles</b>	1	

- 5.2. The total taxi requirement shall be 1 no, in Raipur, Chhattisgarh State. Vehicle would be used for inter-district and inter-state travels
- 5.3. In order to have a single rate index for evaluating and comparing the tenders of different bidders should bid for at least one zone. Accordingly, the following formula will be used to arrive at a single figure:

#### **Over all consolidated Rate Index**:

At this stage the rates for monthly including rate for extra Kilometre, extra Hour and night halt shall be used to compute the aggregate index. The formula for this one will be as below:

#### Note-Assumptions for evaluation purpose only,

Monthly Option: - 1 km as extra Kms. (beyond 3000kms), 1 hrs. as extra hrs. (beyond 360hrs), and 1-night halt have been taken into account.

#### **Over all Consolidated Rate Index (OCRI) = E + (G) + (H) + (NM)**

ABBRIVATIONS			
Monthly Fixed Rate	E	Extra Hr. per	hr. rate H
Extra KM per km rate	G	Night Halt per	r night rate NM

- 5.4. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred for three years from bidding for EESL tenders besides forfeiting the EMD.
- 5.5. EESL, reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders, of any obligation to inform the affected Bidder or Bidders of the grounds for EESL, action and without assigning any reasons.
- 5.6. The decision of EESL, arrived at as above will be final and no representation of any kind will be entertained on the above.
- 5.7. When deemed necessary, EESL, may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted. Also, it will not imply that bidder's bid has been selected for processing.
- 5.8. The contract shall commence from the date of acceptance of the terms and conditions by the successful bidder. Initially, the contract will be valid for one year and further extendable on mutual consent subject to the performance/services are found satisfactory on review after one year.

#### 6. TERMS OF PAYMENT:

Sr	Payment Term	Criteria				
	The payment of 100% shall be made to the	The Bills shall be verified by authorized				
	BIDDER/AGENCY within 45 Days from the	representative of EESL. A copy of monthly Log				
1.	date of submission of original bill/ invoice	Book duly signed by the designated/concerned				
	after duly certified/authorized representative	authorized officer. is required to be submitted				
	of EESL.	with monthly invoice.				



- 6.1. TDS shall be deducted by EESL as per Govt. Policies, rules and regulations and guidelines, as prevailing at the time of making payment.
- 6.2. Bills shall be certified by the Engineer-In-Charge or its Authorized representative.
- 6.3. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 6.4. Deposit of all statutory taxes, duties, levies, etc. to Government shall be sole responsibility of the contractor/ supplier and the contactor/supplier shall indemnify EESL for any tax claims/ problems, etc. with the statutory authority/ Government or state.
- 6.5. Actual parking charges/toll charges will be payable along with the monthly bills if original receipts for the same are submitted.
- 6.6. Payment shall be made within 30 days up on receipt of original invoice along with necessary supporting documents.
- 6.7. In the event of termination of this contract by EESL, the amount payable to the vendor/owner shall be limited to the lesser of the following:
  - (i) An amount proportionate to the yearly charges, calculated up to the end of the month in which the termination occurs.
  - (ii) The actual amount due, including any payment recoveries, if applicable.
- 7. Purchase Preference as per 'Public Procurement (Preference to Make in India), Order 2017' (Latest Amendment Dated:04-Jun-2020).

As per revised order No: P-45021/2/2017-PP (BE-II) dated: 04-Jun-2020 of Department of Promotion of Industry and Internal Trade-

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

Note:

- Bidder shall carefully go through the above-mentioned order in order to understand the whole process and definition of various terms (e.g. Class-I Local supplier, Local content etc.) pertaining to the said order which have also been used under 'Evaluation Criteria' clause of the tender.
- Class of the bidder shall be determined from the 'Overall' percentage of local content i.e. for combined works (goods + services) as declared by the bidder in Attachment-14 of Section-6. However, bidder shall also fulfill the local content requirement separately for goods to be supplied in the tender as mentioned in 'Minimum Local Content Requirement' clause above.

# 8. ACTION BY EESL, IF L1 BACKS OUT:

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

#### <u>EESL reserves the right to disqualify the bidder from participating in the subsequent tenders</u> based on the performance rating as assessed by <u>EIC.</u>

# 9. OPTION CLAUSE (WHERE APPLICABLE):

EESL shall reserve the right to increase or decrease the services of original contracted quantity as per the actual requirement. (In case of the increase, the prices of the original contract shall be applicable.)

# 10. IMPORTANT CONDITIONS:

- 10.1. All compliances related to labour laws should be maintained and relevant documents shall also be submitted to prove the compliances to these laws. Bidder shall not deviate from law or subvert the safety and benefits of the workers by engaging series of outsourced agencies.
- 10.2. Bidder shall be liable for registration of your workmen under various labour laws and a copy of registration certificate shall be furnished to EESL.
- 10.3. Safety precautions of the labour, COVID-19 PPE kit, social distancing to be followed.
- 10.4. In case of any lockdown situation, force majeure incidents defined by Central/state Govt. only during the validity of contract/LoA, bidder shall be eligible for claiming max. 50% of the fixed month rent per vehicle as per awarded LoA for the duration of such incident/situation. EESL reserve the sole right to admit and process the claim.
- **11.** <u>**CONTRACT PERIOD:**</u> 1 Year from the date of issuance of LoA.

#### 12. <u>CONTRACT PERFORMANCE GUARANTEE:</u>

Within Thirty (30) days from the date of notification of award (LoA) from EESL, the successful bidder shall furnish the CPG in the form of Demand Draft/ Pay Order or Bank Guarantee for **5%** of the total contract value. The Bank Guarantee must be valid to cover Project Period i.e. One Year and 3 Months Claim Period (i.e. for 15 months). EESL reserves right to invoke CPG in case **extended CPG/fresh CPG is not furnished at least 30 days prior to expiry of original CPG.** 

Any delay in submission of CPG / BG shall be deemed as accruing of financial benefits to the agency and EESL may take necessary interest penalty recovery action (Interest @ SBI MCLR rate for 1 year + 2%) from the payments due to supplier / bidder for the period of delay. However, this provision does not bind EESL in any way from proceeding against the agency (including cancellation of LoA / LoI etc.) for non-compliance towards non submission of CPG.

Bank guarantee shall be from any Nationalized Banks/other scheduled private banks as per list given in RFP. EESL shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations. Failure of the Successful Bidder to comply with the requirements of IFB/RfP shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.

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

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

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

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

#### 13. <u>CONTRACT AGREEMENT:</u>

The contractor/supplier shall submit Contract Agreement on a Rs.100/-denomination stamp paper (two original copies) within 28 days from the date of issuance of LOA, to Contracts Dept., EESL for execution. The date of purchase of stamp paper should be after the date of issuance of LoA. The purpose on stamp paper should be written as Contract Agreement.

### 14. GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the laws of India and the courts of Delhi/New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

#### 15. <u>DISPUTE RESOLUTION (Mediation):</u>

In the event of any dispute arising, the parties agree to first attempt to resolve the dispute through mediation. The mediation shall be conducted by a mutually agreed-upon mediator, or if the parties cannot agree on a mediator, by a mediator appointed by the EESL - Cluster Head (CRC). The mediation shall be conducted in accordance with the [The Mediation Act, 2023]. The costs of the mediation shall be shared equally by the parties. If the dispute is not resolved through mediation within [30] days, the parties may then pursue other legal remedies.

### 16. <u>ADJUDICATOR:</u>

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

# 17. ARBITRATION:

Arbitration shall be carried out as per the Arbitration Act, 1996 and its subsequent amendment(s). 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. If it is found that the materials supplied/services rendered are not of the right quality or are not in accordance with the Contract-stipulated specifications/scope of work and terms & conditions, or are not satisfactory owing to any reason, of which EESL shall be the sole judge, EESL shall be entitled to disregard the services so rendered, cancel the contract and arrange for provision of services from open market / other sources and recover the loss, if any, from the contractor, reserving to ourselves the right to forfeit the SD/CPG furnished by the contractor against the contract. The contractor will make its own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter, the material will lie entirely at the contractor's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the contractor.

# 18. <u>INDEMNITY:</u>

Bidder shall defend, indemnify and hold EESL harmless from and against any and all losses, claims, liabilities, judgments including but not limited to, reasonable attorney fees arising out of or incurred in connection with a breach of any representation, warranty or covenant by the BIDDER under this Agreement or due to any act or omission under or related to this Agreement.

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#### 19. <u>TERMINATION:</u>

EESL will have the right to terminate the Contract by giving 30 days' notice in the event of a breach of any provision of the Contract. If the breach, as mentioned herein, is not cured within 15 days' notice period, then, the Contract will be considered terminated from the expiration of 30 days' period. The termination will be at the risk and cost of the Installation Agency. Further, EESL's right of termination under this section is without prejudice to the available rights under this Contract or in law.

#### 20. <u>PERIOD OF VALIDITY OF BID</u>:

Bids shall remain valid for a period of 60 days after the closing date prescribed by the EESL for the receipt of bids. A bid valid for a shorter period may be rejected by the EESL as being non-responsive. In exceptional circumstances, the EESL may solicit the bidder's consent to an extension of the bid validity period. The request and response thereto shall be made in writing thro' letters/ e-mails. 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.

#### 21. PRICE BASIS/VARIATION & BIDDING PARAMETERS

- (a) Offer with variable price will not be accepted.
- (b) No alternative offer shall be considered.
- (c) If there is any discrepancy in the unit rates and total amount, the unit rates shall be considered for computation of total amount.
- (d) If there is any discrepancy in rate quoted in words and figures, then rates quoted in words shall be considered.

#### 22. TAXES & DUTIES:

The prices to be quoted by the bidder have to be exclusive of all the applicable taxes, levies, etc. and of the costs towards execution of the work as per the Tender's Scope of Work/Services/Supplies and Terms of Reference, including all other costs such as lodging, boarding, travel expenses, etc. Taxes/duties shall be paid separately/extra. However, the ssupplier/contractor/agency has to be mandatorily registered with the Central and State/Local Tax authority(ies) (as applicable) for the tendered materials/services in order to be eligible to claim the taxes & levies, etc.

The bidder shall duly state the applicable taxes, levies, etc. (with its/their rates) included in the quoted rates for each of the tendered items/services, in their bid covering letter.

The bidders are required to submit the bid in original to the following address. *All the documents as mentioned above document* must reach the following address in a **sealed envelope** super scribed "NIT/Bid Document No. EESL/CRC/2025-26/CONTRACTS/252600002 Date: 29/05/2025." before the submission date & time mentioned above.

То

The Regional Cluster Head (Central Cluster) Energy Efficiency Services Ltd., 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

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

#### PART C: PRICE BID PROFORMA FOR FINANCIAL BID

Division No	Division Name	Vehicles	Rate for 3000km/month & 360 hrs/month duty [12 Hrs/day] INR (₹)	Rate per KM run beyond	Rate per vehicle Rate per Extra Hour beyond 12 Hrs per day in INR (₹)	Rate ner	TOTAL COST/ Overall Consolidated Rate Index (OCRI) in INR
		(V)	(E)	(G)	(H)	(NM)	= V x [ E+ G + H + NM ]
1.	Raipur	01					

### **Other terms and conditions**

- 1. The successful bidder (L1) shall be decided on the basis of lowest total price for the division applied.
- 2. The Bidder has to quote for Raipur location.
- 3. The bidder should quote for all the 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 leads to rejection of offer submitted.
- 4. The above prices are exclusive of GST. Successful bidder mandatorily registered himself under GST act.
- 5. TDS and any other statutory deductions as applicable shall be deducted at source from the Bidder bills
- 6. Prices will remain firm till the execution of the contract.
- 7. This price bid table mentioned above is for illustration purpose only.

*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 to. 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		
Phone No:		
Fax no.:		
E-Mail:		
	•	

# Annexure-B

# Benefits will be given to MSEs in this tender, as follows: -

- **A.** All MSEs notified as per GFR 2017 clause no. 1.10.4 and as notified below shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSE must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME, indicated below:
  - a. District Industries Centers;
  - b. Khadi and Village Industries Commission;
  - c. Khadi and Village Industries Board;
  - d. Coir Board;
  - e. National Small Industries Corporation;
  - f. Directorate of Handicraft and Handloom;
  - g. Udyog Aadhar Memorandum issued by Ministry of MSE; or
  - h. Any other body specified by the Ministry of MSME.
- 1. 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 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 evaluatio	
		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	

**1.1 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.

**1.2 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.

# 1.3 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.

#### **1.4 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.
- d. 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.

2. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs, the prior	r
turnover and prior experience will be as under subject to their meeting of quality and technica	l
specifications: -	

Category	Past	Average	Award Philosophy
of tender	experience	Turn Over	
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	<ul> <li>a. If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE as general bidder.</li> <li>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) 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) will be to make the total quantity going to MSE bidder(s) will be to matching L1 rates will be followed to make the total quantity going 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.</li> <li>c. If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates.</li> <li>d. If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause ere ender conditions subject to matching L1+15%. However, they will be considered for award 100% 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 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 is less t</li></ul>

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				based on the existing requirement and such decision will be taken by
				EESL which will be binding on the bidder. EESL may take consent
				from the bidder for award of such quantity (which is over and above
				the quantity to be allotted to L-1 bidder as per pre-declared split
				ratio) before award.
Cannot be	25% of	85% of	a.	If MSE is L1, 100% order will be given to MSE.
split as	Total	total ATO	b.	If MSE is within the range of L1 + 15%, 100% order will be given to
per tender	experience	as		MSE subject to price matching with L1 bidder.
conditions	as required	required	C.	If MSE is not L1 and not in range of L1 + 15%, no work will be given
	for general	for general		to MSE.
	bidders	bidders		

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 EMD/bid security fees and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.
- 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.

\*\*\*\*\*END OF TENDER DOCUMENT\*\*\*\*\*



# ATTACHMENT – 1

#### **BID FORM**

To, **Regional Cluster Head (Central Regional Cluster)** Energy Efficiency Services Ltd., 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

#### Name of the Work: "HIRING OF ONE NON-EV TAXI FOR CLUSTER OFFICE AT RAIPUR FOR ONE YEAR".

**NIT/BID Document No**.: - EESL/CRC/2025-26/CONTRACTS/252600002 **Date: -** 29/05/2025

Dear Sir,

With Reference to your subject IFB/RfP, we are pleased to submit our bid for "....." in a sealed cover as detailed below: Envelope 1:

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

#### Envelope 2: Price Bid

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

We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes including service tax, entry tax (if any), duties, levies, charges as may be assessed on us. We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-4 save those pertaining to any rebates offered, shall not be given effect to. We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.

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

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

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



We understand that you are not bound to accept the lowest or any other bid you may receive. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORIZED 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)	

#### Bid Security Form Bank Guarantee

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

Bank Guarantee No. ..... Date.....

#### To:

#### **ENERGY EFFICIENCY SERVICES LIMITED**

(*A JV of PSUs of Ministry of Power, Govt. of India*) 1st Floor, The IKON Tower, FC-24C, Film City, Sector-16A, Noida -201301, Uttar Pradesh

Dear Sir(s),

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.

Witness:

Signature:	Signature:
Name:	Name:
Official address:	Designation with Bank Stamp
	Authorized vide
	Power of Attorney no.
NOTE:	Date

- 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.



#### Name of the Work: "HIRING OF ONE NON-EV TAXI FOR CLUSTER OFFICE AT RAIPUR FOR ONE YEAR".

**NIT/BID Document No**.: - EESL/CRC/2025-26/CONTRACTS/252600002 **Date: -** 29/05/2025

### **POWER OF ATTORNEY**

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



#### Name of the Work: ""HIRING OF ONE NON-EV TAXI FOR CLUSTER OFFICE AT RAIPUR FOR ONE YEAR".

NIT/BID Document No.: - EESL/CRC/2025-26/CONTRACTS/252600002

Date: - 29/05/2025

### (DEVIATIONS STATEMENT)

Bidder's Name and Address:

To, Regional Cluster Head Energy Efficiency Services Limited. 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

Dear Sir,

١o.

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/	Clause	Page	Statement of	Cost of withdrawal
Part/ Chapt er	No.	Deviations/	Variations	
	ERCIAL DEVIATIONS:			
Date :			(Signature)	
Place :			(Printed Name)	
(Designatior	1)			
(Common Se	al)			
Note: Contin	uations sheets of like	size and forma	at may be used as per Bid	der's requirement.

(On Non – Judicial Stamp Paper of appropriate value and purchased in the name of executing Bank) PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

Ref.:
Bank Guarantee No
Date

To,

Energy Efficiency Services Limited. (A JV of PSUs of Ministry of Power, Govt. of India) 1st Floor, The IKON Tower, FC-24C, Film City, Sector-16A, Noida -201301, Uttar Pradesh

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

.....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

Signature ..... Bank's Rubber Stamp

Official Address

Name

Designation with Bank Stamp

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

Note: \*\* Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.



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

#### SCHEDULED COMMERCIAL BANKS

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

#### • NATIONALISED BANKS

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

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

### • SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

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



NIT No. EESL/CRC/2025-26/CONTRACTS/252600002 Date: 29/05/2025

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

To, Regional Cluster Head Energy Efficiency Services Limited. 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

Sub: Letter of Acceptance of EESL Fraud Policy

# Name of the Work: "HIRING OF ONE NON-EV TAXI FOR CLUSTER OFFICE AT RAIPUR FOR ONE YEAR'".

NIT/BID Document No.: - EESL/CRC/2025-26/CONTRACTS/252600002 Date: - 29/05/2025

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

 EESL
 NIT No. EESL/CRC/2025-26/CONTRACTS/252600002 Date: 29/05/2025
 RFP
 Page 31 of 35

# <u>REAL TIME GROSS SETTELMENT (RTGS) / NATIONAL ELECTRONIC FUND TRANASFER</u> (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	
GST No. of the supplier	

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

Encl: As above:-

Confirmed by Banker WithSeal Signature of supplier With stamp & Address



#### **CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT**

#### [On the Letter Head]

To, Regional Cluster Head Energy Efficiency Services Limited. 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

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

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

Dear Sir/Madam,

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

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,

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

Printed Name.....

UDIN No .....

Date.....

Place.....

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

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

To, Regional Cluster Head Energy Efficiency Services Limited. 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

Dear Sir,

With reference to our bid proposal for participation in EESL tender NIT/Bid Document No : \_\_\_\_\_\_\_\_ dated: \_\_\_\_\_\_\_, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

\*Bidder to strike-off, if not applicable. \*\*Bidder to mention the Annexure no.

Seal of Organization & Signature of Authorized Applicant

Place:

Date

RFP

#### 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]

**NIT/BID Document No**.: - EESL/CRC/2025-26/CONTRACTS/252600002 **Date:-** 29/05/2025

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

Bidder's Name and Address: To, Regional Cluster Head Energy Efficiency Services Limited. 202, 2nd Floor, Anjani Tower, Near Airtel Office, Ring Road 1, Telibandha, Raipur 492006, Chhattisgarh

Dear Sir,

- 2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s(Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s (Name of the Bidder).
- 3. This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.
- 4. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:	Yours faithfully,
(1) Holding Company	(Signature of Authorized Signatory) on behalf of the
	Name &Designation
(2)	Name of the Holding Company (Seal of Holding Company)