

Bid Specific Additional Terms and Conditions (ATC) for “Hiring of agency to provide laptops to EESL”

The following bid specific data shall amend and/or supplement the provisions in the GTC/SLA.

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC
1.	GTC Clause 2(f)	Supplementing GTC Clause 2(f) with the following: Buyer shall also mean EESL/Employer/Buyer/Owner.
2.	GTC Clause 2.0	Insert following after GTC 2.0(l) m. “Officer-in-Charge / Engineer-in-Charge/ Single Point of Contact (SPOC)” shall mean the Engineer/Officer/Administrative Officer, appointed by the Buyer or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.
1(a)	GTC Clause 2(g)	Supplementing GTC Clause 2(g) with the following: “SELLER/SERVICE PROVIDER” shall also mean Supplier/Contractor.
3.	GTC clause 4.0, xiii(g)	Supplementing GTC clause 4.0, xiii(g) with the following: (i) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: ○ they have a controlling partner in common; or ○ they receive or have received any direct or indirect subsidy from any of them; or ○ they have the same legal representative for purposes of this bid; or ○ they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or ○ a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more consultant(s) or through Licensee – Licenser route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure-QR or as a partner in a joint venture (if applicable), except for alternative offers permitted under the RfP Documents.

		This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or ○ a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services and Facilities that are the subject of the bid; or ○ a Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract.; or ○ a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract. (ii) The Bidder, directly or indirectly shall not be a dependent agency of the Employer. (iii) Consortium bids/proposals will not be allowed. (iv) Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 including all its subsequent order/notices in this regard, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of Award. However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects. For the aforesaid purpose, • “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process
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		• “Bidder from a country which shares a land border with India” for this purpose means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above • The beneficial owner for the purpose of (d) above will be under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means Explanation - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural
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		person exercising ultimate effective control over the trust through a chain of control or ownership. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Bidder shall in its bid submit a certificate in compliance to DoE order as per the enclosed format at Attachment-11. (v) The bidder has to be a 'Class-I or Class-II local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. Presently, the minimum local content requirement to categorize a supplier as 'Class-I and Class-II local supplier' is 50% and 20% respectively. Firms who are not 'Class-I or Class-II local supplier' shall not be eligible to bid. The 'Class-I & Class-II local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item/services offered meets the Local Content requirement for 'Class –I & Class-II local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I & 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. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.
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		Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items/services related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time. It may be mentioned that purchase preference under relevant order/notification/guideline/policy for MSE and PPP-MII shall be applicable in line with terms and conditions of GeM portal read in conjunction with Govt. notifications/policy issued from time to time.										
4.	GTC Clause 4.0, xiii(g)	Supplementing GTC Clause 4.0, xiii(g) with the following: Bids shall be submitted in Single Stage Two Envelope Bidding Procedure/Process as per the following: I. Packet-I of Envelope -1 (Techno-Commercial Bid) A. Shall contain Hard Copy of the following documents: 1. Fee towards cost (INR 0, as Per GEM guidelines) of Tender Documents or documentary evidence in support of exemption of Document Fee. Bidders submitting Document Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Packet-I of Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as a proof of transfer of amount shall only be considered for verification purpose. For submission of Bid document fee through NEFT/RTGS mode, <i>(submission of Hard Copy in "Original" for Document Fee and "Copy" for documentary proof in support of exemption or Payment Acknowledgement towards Document Fee in case of Online Payment)</i> The detail of RTGS is as mentioned below: <table><tr><th>Account Name</th><th>Account No.</th><th>Bank Name</th><th>Branch Name</th><th>RTGS Details</th></tr><tr><td>ENERGY EFFICIENCY SERVICES LIMITED</td><td>2164002100012319</td><td>Punjab National Bank</td><td>LARGE CORPORATE BRIN DELHI</td><td>IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI ,DELHI-110001</td></tr></table> Note: Bidders submitting Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through	Account Name	Account No.	Bank Name	Branch Name	RTGS Details	ENERGY EFFICIENCY SERVICES LIMITED	2164002100012319	Punjab National Bank	LARGE CORPORATE BRIN DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI ,DELHI-110001
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		RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose. Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through EESL ONLINE PAYMENT UTILITY or subsequently pursuant to Clarification as per Clause 4.0, xiii(g) except as exempted, shall lead to outright rejection of the Bid. (Tender document Fee not applicable) 2. A Single Bid Security of INR 39,500/- (combined for category 1 and category 2) as per the format attached in Attachment-2 of ATC, valid for 45 days beyond the bid validity or documentary evidence in support of exemption of Bid Security, (submission of Hard Copy in "Original" for Bid Security Declaration and "Copy" of documentary proof in support of exemption). Bidder is allowed to bid for any of both categories (category 1 and category 2) of laptops. EMD for category 1 is INR 5,000/- and for Category 2 is INR 34,500/-. Accordingly, bidder may submit EMD for the line items/categories being by them. If the bidder is bidding for both categories, EMD shall be INR 39,500/-. Validity of EMD Bank Guarantee (BG) / Insurance Surety Bond: Bid security/EMD BG / Insurance Surety Bond shall remain valid for a period of 45 days beyond the bid validity period, i.e., up to 12.06.2026. <u>Note:</u> Bidder has an option to provide the EMD BG /Insurance Surety Bond validity for a greater duration than that specified above to cater to any future extension requirements. The bid shall be outrightly rejected if the EMD BG doesn't conform to any of the following conditions: (i) The name and/or tender reference of the package mentioned in the BG is different from the package for which bids have been invited. (ii) The firm/proprietor, on whose behalf the Bank Guarantee has been furnished, is different from the bidder. (iii) The Bank Guarantee is less than the prescribed value mentioned in the tender. (iv) The validity of the Bank Guarantee is less than the stipulated period mentioned in the tender. Note: In case MSE bidders are exempted from submission of Document fee & Bid Security, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Packet-1 of Envelope-1 for the purpose of evaluation. Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents 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. Refer Annexure-II.
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		The details of EMD instrument have to be submitted in relevant field/column on GeM portal. Tenders without Bid Security is liable to be rejected. It should be ensured by the vendor that the original document is received by EESL before opening time of techno-commercial bids. The tender submission, tender closing and opening will be done electronically on GeM portal. EESL shall not be responsible for any delay, loss or non-receipt of Tender Document cost sent by post/courier. The instrument should reach in original to EESL office before the Bid Opening date. In case of Bidder's failure to submit the tender document cost/ tender fees (instrument in original hard copy) along with the Bid or subsequently pursuant to ATC Sub-clause 4.0, xiii(g), the Bid shall be rejected. The bid securities of unsuccessful bidder(s) will be returned as promptly as possible after the award is made. The bid security of the successful Bidder will be returned when it has signed the contract agreement and has furnished the required performance security. <u>Address of the Employer/Buyer for submission in person/post of Hard Copy part of the Bid:</u> AGM (Contracts) / Manager (Contracts) Energy Efficiency Services Limited, Core-Ikon Tower, 2nd Floor, Film City, FC-24C, Noida, Sector – 16A UP - 201301 e-mail: asrao@eesl.co.in; dsahani@eesl.co.in Deadline for submission of Hard copy of Documents:30.10.2025; Time: up to 11:00 Hrs. [Indian Standard Time (GeM portal server time)] B. Packet-II of Envelope - 1 shall contain soft copy (scanned copy) of the following documents: 1. Bid Form as per format attached as Attachment-1 of ATC, Forms & Procedures. <i>Note: It may be noted that in case of non-submission of this Bid form, the bid will be rejected.</i> 2. A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity. The said power of attorney to be submitted as Attachment-3 of ATC, Bidders to use their own format. 3. Certificate regarding acceptance of important terms and conditions in line with GTC/ATC as per format attached as Attachment-4, ATC, Forms & Procedure.
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	4. Deviation statement as per Attachment -5 of ATC, Forms & Procedure. Note: (i) Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the RfP Documents will be treated as non-responsive and will not be considered further. (ii) In case of non-submission of this attachment, the bid shall be considered as no deviation bid. 5. Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6 of ATC, Forms & Procedure. 6. Letter of undertaking (as per Attachment-7 of ATC) 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 (as applicable) 7. NEFT/RTGS Bank details as per Attachment-8 of ATC, Forms & Procedure. 8. Compliance of Matrix/checklist for technical and Financial QR duly filled and signed on Company letter head pad with company's seal. (Scanned Copy to be uploaded at E-tendering portal as per Attachment-9 of ATC. 9. Certificate Regarding Declaration of Local Content as per Attachment- 10 of ATC 10. Certification by the Bidder for "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of ATC). 11. Details regarding Qualifying Requirement /Eligibility criteria as per Attachment-12 ATC. 12. Certificate regarding non- debarment for false declaration of Local Content as per Attachment-13 of ATC 13. Certificate regarding non debarment / blacklisting/disqualification as per Attachment-14 of ATC 14. Proforma of Contract Performance Guarantee as per Attachment-15 of ATC. 15. Any other document as considered appropriate. Note: The format for all the aforementioned Attachments are part of ATC. Bidder to note that no document revealing the prices shall be submitted in Envelope-I along with the techno-commercial bid. Revealing of
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	prices at this juncture in any mode shall lead to outright rejection of bid. Prices are to be filled line item-wise electronically in Envelope-II as per the provision(s) available on GeM portal in line with (II) below. Soft copy part of the bid shall be uploaded through the GeM portal on or before the following date and time: Date: 30.10.2025 Time: up to 11:00 Hrs. [Indian Standard Time (GeM portal server time)] <u>Address for Bid Opening:</u> Energy Efficiency Services Limited, Core-Ikon Tower, 2nd Floor, Film City, FC-24C, Noida, Sector – 16A UP - 201301 Time and date for Bid Opening –Envelop-1 (First Envelop): Date: 30.10.2025 Time: up to 11:30 Hrs. [Indian Standard Time (As per GeM portal server Clock only)] Bidder to note that date of bid opening, as mentioned above, may be extended from time to time by EESL. Bidders to ensure that in such cases, the validity of bid security submitted in the form of Bank Guarantee be also extended suitably. II. Envelope-2 (Second Envelope) shall contain Price Bid (Total Price (exclusive of GST) to be filled-up on GeM portal. In addition, Bidder should note that “Financial Document indicating Price Break-up “(in pdf format) is required to be uploaded as per the details indicated in the excel sheet available under heading “price breakup” of GeM Bid Document. The Bid Prices quoted by the bidders covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a “Single Responsibility” basis. Bidders are required to quote the price for the commercial, contractual, and technical obligations. Bidders are requested not to submit the price bid in hard copy at EESL along with the documents. The same will not be considered. The price shall be quoted in respect of all services as per the provisions of ATC and GeM portal. Bidders shall not upload the price details in technical part otherwise, technical bid will be rejected. Bids shall remain valid for a period of 06 (Six) months from the date opening of Bids. Bidders are required to meet the Qualification Requirements in
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	accordance with Annexure-QR attached herein below and also has to furnish the details in support of Qualification Requirements (QR). Further, bidders are also required to submit documentary evidence in support of QR. ➤ <u>Pre-bid Meeting:</u> The pre-bid meeting shall be conducted online, for which requisite link is mentioned below: https://teams.microsoft.com/join/19%3ameeting_NzI2YjFkMzAtY2NjZC00NGU0LTk4NjUtMzFhMmY0ZmUwNGVI%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%228355f08c-6606-42c8-a75c-cae7876ff26c%22%7d Meeting ID: 491 117 993 043 9 Passcode: Yk3E56f9 (Microsoft Teams) Those bidders who wish to attend physically, may do so by reaching the below mentioned address at stipulated date and time. <u>Date and Time of Pre-Bid Meeting: 15.10.2025 at 1100 Hours [Indian Standard Time]</u> <u>Venue:</u> AGM (Contracts) / Manager (Contracts) Energy Efficiency Services Limited, Ikon Tower, 2nd Floor, Film City, FC-24C, Noida, Sector – 16A UP - 201301 e-mail: asrao@eesl.co.in; dsahani@eesl.co.in However, queries may be forwarded to EESL in the following format within 5 days of floating of tender/inquiry. <table><tr><td>Name of Tender</td><td></td></tr><tr><td>Tender No.</td><td></td></tr><tr><td>Tender ID</td><td></td></tr><tr><td>Bid Opening Date</td><td></td></tr><tr><td>Bidder's Name</td><td></td></tr></table>	Name of Tender		Tender No.		Tender ID		Bid Opening Date		Bidder's Name	
Name of Tender											
Tender No.											
Tender ID											
Bid Opening Date											
Bidder's Name											

		Contact person from Bidder with address, e-mail and Contact No.				
		Sr. No.	Section No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks
			Page No.			
			Para No/ Clause No.			
		1.	Section No.			
			Page No.			
			Para No/ Clause No.			
		2.	Section No.			
			Page No.			
			Para No/ Clause No.			
		3.	Section No.			
			Page No.			
			Para No/ Clause No.			

5.	GTC Clause 4.0, xiii(g)	Supplementing GTC clause 4.0, xiii(g) with the following: During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of following documents (as applicable): i) Online Payment Acknowledgement towards the Bid Document fee (<i>applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids</i>). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification. ii) MSE certificate for the Tendered item (NIC Codes-as and if given in the ATC Documents)/ valid NSIC Certificate with the mention of Tendered item in the certificate. The issuance date for aforesaid certificates must be prior to deadline for submission of bids.				
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	iii) Power of Attorney (POA) to sign the bid. iv) Form of acceptance of EESL fraud prevention policy and declaration (as per format given in, Forms & Procedure) v) NEFT/RTGS Bank details (as per format given in, Forms & Procedure) vi) Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head vii) Compliance of Matrix/checklist for bidder (as per format in Section 6, Forms & Procedure) duly filled and signed on Company letter head pad with company's seal viii) Certificate regarding Declaration of local content (as per format given in, Forms & Procedure) ix) Self-Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules for giving false declaration of local content x) Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" xi) Consortium Agreement (if applicable) xii) Other documents/details of historical nature such as certificate of incorporation, complete Audited Annual Reports together with Audited statement of accounts, Experience Certificate issued by Utility/Employer for work completed/executed prior to deadline for submission of bids etc. xiii) Any other documents/details/information of historical nature The EESL may give the Bidder not more than 5 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. <u>Address of the Employer/Buyer:</u> AGM (Contracts) / Manager (Contracts) Energy Efficiency Services Limited, Ikon Tower, 2nd Floor, Film City, FC-24C, Noida, Sector – 16A UP - 201301 e-mail: asrao@eesl.co.in; dsahani@eesl.co.in
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6.	GTC clause 4.0, xiii(u)	Supplementing GTC Clause 4.0, xiii(u) with the following: Reverse auction is not applicable for the subject procurement.
7.	GTC clause 4.0, xiii(m)	Replacing GTC Clause 4.0, xiii(n) with the following: Bid Security/ EMD is applicable for subject package. All the Bidders shall submit as part of their bid, a Bid Security as per the format available in bid document or documentary evidence in support of exemption (Refer sl.no. 4 above).
8.	GTC Clause 6.0 (ii)	Replacing GTC Clause 6.0(ii) with the following: The evaluation of the bids shall be on the basis of following: 1. L1 for each category (category 1 & category 2) of laptops shall be determined based on the Total Price quoted in the that category in the Price Bid. 2. The lowest evaluated bid (L1) for each category will be considered for award of that category of items in accordance with the terms and conditions specified in the RfP/bidding documents. 3. Each category shall be awarded to the lowest evaluated bidder of that category (L1); no order splitting will be permitted. 4. The illustrative format for the Price Bid, indicating the detailed price breakup, is provided in the price bid format for reference. Also, I. Qualification of bidder shall be based on meeting the minimum pass/fail criteria specified in Eligibility Criteria and Qualifying Requirement. II. Subcontractors' technical experience and financial resources shall not be considered in determining the Bidder's compliance with the Eligibility Criteria and Qualifying Requirement. III. Further, in case a party is not able to execute the Contract work allocated to them as per scheduled timelines, or falter in performance of the contract, EESL reserves the right to terminate the contract and approach other firms at the risk and cost of the defaulting supplier. Further, this right is without prejudice to the other available rights of EESL under the law. IV. Prices/percentage will remain firm and unconditional till the duration of the contract, and nothing shall be payable extra apart from the prices quoted by the bidder. V. In case of a tie (where total evaluated price of two or more bidders are same), bidder having the highest value of average annual turnover, as considered for meeting ATO requirement under Financial Qualification Requirement indicated at Qualification Requirement of the Bidding Documents, would be considered for award. VI. Please note that tender conditions applicable for MSEs and start-

		ups are mentioned at Annexure-II of RfP.						
9.	GTC Clause 7(ii)	No CPG requirements						
10.	GTC clause 8(v)	Supplementing the referred sub-section of GTC with the following: EESL's BTS portal shall be preferred mode of bill submission.						
11.	GTC Clause 12	Replacing existing Clause 12 of GTC with the following: a) Refer following payment terms: <table border="1" data-bbox="564 712 1442 913"> <thead> <tr> <th>Sl. No.</th><th>Milestones</th><th>Payment Terms</th></tr> </thead> <tbody> <tr> <td>1</td><td>Delivery of Laptop</td><td>100% on receipt of invoices on EESL BTS Portal</td></tr> </tbody> </table> Conditions of payment: 1. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by EESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions. 2. The amount will be payable in Indian Rupees as per payment milestones/ terms after successful completion of services rendered as per the deliverables mentioned in scope of work. 3. No advance payment shall be made. 4. Agency will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by EESL Officer in charge (OIC) or its authorized representative. 5. The Fee shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice. 6. Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect). 7. The payment will be made within 30 days from compliance of Payment Terms as mentioned above. 8. Payment shall be processed only upon receipt of Acknowledgement of NoA/LoA/GEM Contract 9. All invoices should be submitted through the EESL BTS Portal. <u>Payment towards Taxes and Duties:</u> Employer is liable for and shall pay only applicable GST on various components of prices. Implementing Partners are required to quote	Sl. No.	Milestones	Payment Terms	1	Delivery of Laptop	100% on receipt of invoices on EESL BTS Portal
Sl. No.	Milestones	Payment Terms						
1	Delivery of Laptop	100% on receipt of invoices on EESL BTS Portal						

		their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Implementing Partner while quoting bid price. EESL's liability shall be only for applicable GST. No increase in Taxes and Duties (in case of change), which are payable as per the Contract, shall be allowed beyond the original delivery/ services/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower payable Taxes and Duties amount in case of delivery of Goods/ Installation beyond the original delivery/Installation dates. Therefore, in case of delivery of Goods/Installation beyond the original delivery/Installation dates, the liability of the Employer shall be limited to the lower of the payable Taxes and Duties amount which may work out either on schedule date or actual date of dispatch of Goods/ Installation. Notwithstanding anything above or elsewhere in the contract, in event that input Tax credit of the GST charged by the Successful Bidders, is denied by the tax authorities to the employer for reasons associated with non-compliance/incorrect compliance by the Successful Bidders, the employer shall be entitled to recover such amount from the Successful Bidders by way of adjustment from any of the subsequent invoices submitted by the Successful Bidders to the employer. In addition to the amount of GST, the employer shall be entitled to recover interest and penalty in case any interest/or penalty is imposed by the tax authorities on the employer for incorrect/wrong availment of input tax credit. The employer shall determine whether the denial of credit is linked to the non-compliance/indirect compliance of the Successful Bidders and the said determination shall be binding on the Successful Bidders.
12.	GTC Clause 13.0	Supplementing the referred provision of GTC with the following: Contract Validity: NA
13.	GTC Clause 14	Supplementing Clause 14 in the referred section of GTC with the following: <u>Delivery Schedule/Timelines:</u> • The delivery schedule is elaborated in the table below. All schedules will be calculated from the zero date i.e. From date of PO. • Delivery of all the hardware and software along with required licenses shall be made in accordance with the schedule as given in table below:

		<table><tr><th>S.No</th><th>Activity</th><th>To be completed by (all days are in reference to date of placement of order (D))</th></tr><tr><td colspan="3">Supply</td></tr><tr><td>1</td><td>Supply of Laptop (hardware and software along with required licenses)</td><td>D+15 days</td></tr></table> • Delivery for supply of items would be completed within 15 days of placing the order. Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. • Part delivery under this Work order/ GeM Contract will not be considered. If the solution is delivered in parts, the last delivery/implementation date will be considered as the final delivery date. • Free delivery inclusive of packing, forwarding, freight and insurance charge.	S.No	Activity	To be completed by (all days are in reference to date of placement of order (D))	Supply			1	Supply of Laptop (hardware and software along with required licenses)	D+15 days
S.No	Activity	To be completed by (all days are in reference to date of placement of order (D))									
Supply											
1	Supply of Laptop (hardware and software along with required licenses)	D+15 days									
14.	GTC Clause 15 (iii)	Replacing the existing provisions of GTC Clause 15(iii) with the following: The timely execution of work is the essence of the contract. In the event of Supplier's failure to execute the work of EESL of acceptable quality within the stipulated delivery period, liquidated damages are payable by the Supplier @0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the total contract Price as awarded. For the avoidance of doubt, EESL and Contractor unequivocally agreed that Liquidated Damages herein are the genuine pre-estimate of loss on account of Delay, that EESL will suffer in case of Contractor's default or non-conformity. Further, EESL's right to levy Liquidated Damages is without prejudice other rights and remedies available to EESL, including right to terminate the Agreement, at risk and cost of the Supplier The Liquidated Damage will not be applicable for the period if delay is not on bidders part. Alternatively, EESL may cancel the order completely or without prejudice to his right under the alternatives mentioned above.									

		Alternatively, EESL reserves the right to take the services from elsewhere at the sole risk at the cost of successful Identified Agency and recover all such extra cost incurred by EESL in taking the services from other agency available including Application Security or any other sources etc. Further, if any extra cost is incurred by EESL due to delay in work completion by the party beyond the completion time as per Letter of Award / Intent, the same shall also be recovered from party's invoice / CPG etc.
15.	GTC clause 16	Supplementing GTC clause 16.0 with the following: Arbitration In case the Contractor is a Public Sector Enterprise or a Government Department. In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. In case the Contractor is not a Public Sector Enterprise or a Government Department Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the Arbitration, of single arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and all amendment thereunder. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India. Notwithstanding any reference to the Arbitration herein, Parties shall continue to perform their respective obligations under the Contract, except for the matter under dispute pursuant to Arbitration proceedings.

16.	GTC Clause 19	Replacing the referred section of GTC with the following: <u>TERMINATION OF CONTRACT</u> The Contract shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons: (a) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so. (b) Termination for Buyer's Convenience: If at any time after acceptance of the tender, the Buyer shall decide to abandon or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Officers-in-Charge shall give 01 (One) month notice in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of works in full but which did not derive in consequence of the fore- closure of the whole or part of the works. The Service Provider shall, however, be paid at Contract rates full amount for works executed. The Service Provider for the same shall, as required by the Officer-in-Charge furnish to him books of account, wage books and other relevant documents as may be necessary to enable him to certify the amount payable under the contract. (c) If the Service Provider is an individual or a proprietor concern and the individual or the proprietor dies and if the Service Provider is a partnership concern and one of the partners dies then unless the Officer-in-charge is satisfied that the legal representative of the individual Service Provider or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Officer-in-charge shall be entitled to terminate the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the termination of the Contract. The decision of the Officer-in-charge that the legal representative of the deceased Service Provider or the surviving partners of the deceased Service Provider or the surviving partners of the Service Provider's cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such termination the Corporation shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Provider's firm liable for damages for not completing the Contract.
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17.	GTC Clause 29	Supplementing GTC Clause 29 with the following: A Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract.
18.	GTC Clause 31	Insert new Clause GTC 31 as per following: The Contract (<i>may be referred as Agreement</i>) to be entered into with the successful Bidder shall be a single contract covering all the goods and Services related to subject package (<i>Supply of Goods Contract</i>). The main stakeholders associated with this agreement are: (a) Buyer: who is responsible to provide clear instructions, approvals and timely payment for the services availed; and (b) Goods & Service Provider: who is responsible to provide all the required goods & services in timely manner.

Important Notes:

1. In case of any contradiction in GTC, SLA, ATC; Terms and conditions of ATC shall prevail.

Eligibility and Qualifying Requirements (QR)**A. Eligibility Criteria:**

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.	Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956) OR A registered partnership firm (registered under section 59 of the Partnership Act, 1932) OR A limited liability partnership (under the Limited Liability Partnership Act, 2002) OR Proprietorship firm (No Consortium is allowed in the tender)	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 Copy is to be submitted.
2	PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I & Class-II Local Suppliers with 50% minimum local content 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 DPIIT” order issued vide ref no. Order No. 45021/2/2017-PP(BE-II), GoI, MOP Dated 16.09.2020. NOTE: - Only Class-I & Class-II 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 given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class-I & 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 local Supplier & 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 this RfP Documents.

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
3	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: · Not from a country which shares a land border with India OR · Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.	Bidder to submit a Declaration as per the format given in this RfP Document.
4	Original Equipment Manufacturer(OEM) can bid directly OR through their authorized System Integrator (SI) / Business Partner (BP). An SI can submit bid on behalf of single/principal OEM only. SI/BP need to submit the MAF initially valid for six months from the Originally scheduled date of Bid opening. Further, bidder has to provide declaration that they will ensure the extension of validity of submitted MAF from time to time till the execution of Supply & Installation of the Laptops.	In case the bidder is System Integrator (SI) / Business Partner (BP) authorized by OEM then bidder need to submit a valid Manufacturers Authorization Form (MAF) on the OEM Letterhead duly signed and stamped by OEM’s authorized signatory as well as acknowledged by SI / BP towards acceptance of the same which shall be valid for six months from the Originally scheduled date of Bid opening. Bidder has to provide deceleration on their letter head that they will ensure the extension of validity of submitted MAF from time to time till the execution of Supply & Installation of the Laptops.
5.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company’s Letter Head.	To submit Self Declaration on Company’s Letter Head.

B. Qualifying Requirements:

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1	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. Subcontractors' technical experience and financial resources 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 not allowed.	
1.1	Technical Experience	
1.1.1	Bidder should have successfully executed/Completed 'Similar work' in the last 3 years as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) and should have successfully supplied at least 9 nos. of Laptops/Desktops in single order in any of the last 3 years in any DISCOMS (both private & Government Distribution Company)/Government Department/Public Sector Undertaking (PSU)/ any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies. "Similar work" means Supply of Laptop/Desktop The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed / completed must include "Similar work" as above. In case of orders under execution, the value of work executed till the originally scheduled date of bid opening (i.e., date of bid opening as per NIT), as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as (i) Successful completion (OR) (i) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted. Work orders along with its evidence for *successful completion / execution shall be from any DISCOMS (both private & Government Distribution Company)/Government Department/Public Sector Undertaking (PSU)/any other Govt. Organization/ Urban Local Body (ULB)/ Private Limited Companies only will be considered for evaluation. <i>*Successful means certificate issued by the client without any adverse remarks.</i>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.2 Financial QR:		
1.2.1	Bidders should have an Average Annual Turnover (ATO) of Rs. 5.93 Lakhs during the last 3 Financial Years. Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO and Net worth the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the financial figures for available years shall be averaged out for 3 years (i.e., total available Turnover shall be divided by 3) for Financial QR compliance.	Duly authorized copy of audited financials for preceding last three Financial Year is to be submitted by bidder. In case of proprietorship/ partnership, ITR along with management signed accounts to be submitted if audited is not available. ATO means revenue from operations.
1.2.2	The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital. <i>Net worth of Proprietor/ partnership Net Worth maybe considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i>	Duly authorized copy of audited financials for preceding last three Financial Year is to be submitted by bidder.

C. Notes to the QR:

Sl. No.	Finalised based on deliberation of QR Committee
1.	Financial QR: 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. <i>In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.</i>

Sl. No.	Finalised based on deliberation of QR Committee
2.	For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSEs relaxation will be given in this tender.
3.	<u>In case of holding company:</u> - The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids. • “In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification: • Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures. • A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements form part of the Consolidated Annual Report of the Company. • In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award. • In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.” • The supporting documents in support of above Qualification Requirement should be submitted along with tender document. • All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief

FORMS & PROCEDURES

Tender Document No/Package No: EESL/06/2025-26/Laptop/OTE/GEM/252610002.

Dated:

ATTACHMENT – 1

BID FORM (FORMAT OF APPLICATION)

To,

Head (Contracts)
Energy Efficiency Services Limited,
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

Subject: - **Date:** xx/xx/2025

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for “.....”as detailed below after examining subject RfP Documents inter-alia including its Amendments:

2.0 **Packet-I of Envelope 1:**

- (a) **Bid Document Fee:** Fee towards cost of RfP Documents as per above GTC Clause 4.0, xiii(g) or documentary evidence as mentioned in support of exemption of Document Fee.
- (b) **Bid Security Fee/Earnest Money Deposit:** In the form of Banker's Cheque / Demand Draft drawn in favour of “Energy Efficiency Services Limited” or in the form of Bank Guarantee as per prescribed format at **Attachment-2** or documentary evidence in support of exemption of Bid Security/EMD.

3.0 **Packet-II of Envelope 1:**

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

- (m) Attachment-14: Certificate regarding non debarment/blacklisting/disqualification
- (n) Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in qualifying Requirement.

- 4.0 Envelope 2: Price Bid (duly filled in electronic template as available on the e-portal)
- 5.0 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP/ATC documents. Further, it is certified that no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same.
- 6.0 We declare that the prices left blank in price break-up will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes & duties except applicable GST. The GST shall be paid extra at actuals.
- 7.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.
- 8.0 We undertake, if our bid is accepted, we shall commence the work immediately upon your Notification of Award to us, to achieve completion of work within the time specified in the bidding documents.
- 9.0 We agree to abide by this bid for a period Six Months from the date of opening of bids as stipulated in the RfP documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after issuance of Notification of Award.
- 10.0 Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 11.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 12.0 We, 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: xx/xx/2024

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

Our correspondence details are:

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

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

ATTACHMENT - 2**Form for Submitting BG / EMD Format*****(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) Energy Efficiency Services Limited,
 Ikon Tower, 2nd Floor, Film City,
 FC-24C, Noida, Sector – 16A
 UP – 201301

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

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

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

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name :

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

- Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

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

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

SCHEDULED COMMERCIAL BANKS

• **SBI AND ASSOCIATES**

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

• **NATIONALISED BANKS**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	13.	Canara Bank
10.	Andhra Bank	14.	Central Bank of India
11.	Bank of India	15.	Corporation Bank
12.	Bank of Maharashtra	16.	Dena Bank
17.	Indian Bank	18.	Indian Overseas Bank
19.	Oriental Bank of Commerce	20.	Punjab National Bank
21.	Punjab & Sind Bank	22.	Syndicate Bank
23.	Union Bank of India	24.	United Bank of India
25.	UCO Bank	26.	Vijaya Bank
27.	Bank of Baroda		

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

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

(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl. No.	Name of Banks	Sl. No.	Name of Banks
55.	Abu Dhabi Commercial Bank Ltd.	71.	Sonali Bank

56.	ABN Amro Bank Ltd.	72.	Standard Chartered Bank
57.	American Express Bank Ltd.	73.	J.P Morgan Chase Bank
58.	Bank of America NA	74.	State Bank of Mauritius
59.	Bank of Bahrain& Kuwait	75.	Development Bank of Singapore
60.	Mashreq Bank	76.	Bank of Ceylon
61.	Bank of Nova Scotia	77.	Bank International Indonesia
62.	The Bank of Tokyo-Mitsubishi UFJ Limited.	78.	Arab Bangladesh Bank
63.	Calyon Bank	79.	Cho Hung Bank
64.	BNP Paribas	80.	China Trust Bank
65.	Barclays Bank	81.	MIzuho Corporate Bank Ltd.
66.	Citi Bank	82.	Krung Thai Bank
67.	Deutsche Bank	83.	Antwerp Diamond Bank N.V. Belgium
68.	The Hong Kong and Shanghai Banking Corporation Ltd.	84.	Internationale Nederlanden Bank N.V. (ING Bank)
69.	Oman International Bank	85.	Bank of China Ltd.
70.	SocieteGenerale		
(E) PUBLIC SECTOR BANK			
Sl. No.	Name of Banks	Sl. No.	Name of Banks
86.	IDBI Ltd.		

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

ATTACHMENT - 3

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

Tender Document No/Package No:

Dated:

ATTACHMENT - 4

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,

Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

Sub:

1.0 With reference to our bid proposal no.....datedfor
..... / **Package no.** **Dated**

....., we hereby confirm that we have read the following provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.

Performance Security	- Clause 7 of GTC/ATC
Taxes and Duties	- Clause 8 of GTC
Warranty	- Clause 10 of GTC
Terms of payment	- Clause 12 of GTC/ATC
Completion Time Guarantee	- Clause 14 of GTC/ATC
Settlement of Disputes	- Clause 16 of GTC/ATC
Governing Laws	- Clause 17 of GTC
Limitations of Liability	- Clause 18 of GTC
Patent Indemnity	- Clause 23 of GTC
Project information, Estimation, Assumptions and conditions for Evaluation	- As per Tables in price bid

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

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

Tender Document No/Package No:

Dated:

ATTACHMENT - 5

(Deviations Statement)

Bidder's Name and Address:

To,

Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

Dear Sir,

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

Section/Part/ Chapter	Clause No.	Page No.	Statement Deviations/ Variations	Cost of Withdrawal
A.	COMMERCIAL DEVIATIONS:			
B.	TECHNICAL DEVIATIONS:			

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

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

Tender Document No/Package No:

Dated:

ATTACHMENT - 6

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

(On the letter head)

To,

Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

Sub: Letter of Acceptance of EESL Fraud Policy

Ref: NIT/Bid No.

Dear Sir/Madam,

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

Thanking You,

Yours faithfully,

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE www.eeslindia.org

Tender Document No/Package No:

Dated:

ATTACHMENT - 7

PROFORMA OF LETTER OF UNDERTAKING

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

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

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,

Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

Dear Sir,

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

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

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

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

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

Witness:

(1)

(2)

Yours faithfully,

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

Name & Designation

Name of the Holding Company (Seal of Holding Company)

Tender Document No/Package No: Dated:

ATTACHMENT-8

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

From: M/s _____

Sub: RTGS/NEFT Payments

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

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

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

Encl: As above: -

Confirmed by Banker
of supplier With Seal
Stamp & Address

Signature
With

Tender Document No/Package No:

Dated:

ATTACHMENT –9

Compliance Matrix/ CHECK – LIST FOR BIDDERS

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

Sr. No.	Detail/Terms & Conditions	Applicable For	Attached		Reasons for non-compliance/remarks
			Yes	No	
1	Bid Fee (If Applicable)	Indian Bidders			
2	EMD (If Applicable)	Indian Bidders			
3	Bid Fee exempted for being MSE/Start-up	Indian Bidders			
	EMD exempted for being MSE/Start-up	Indian Bidders			
	Whether the status of MSE/Start-up, as applicable, updated on GeM portal	Indian Bidders			
	In case of claiming exemption in submission of Bid Fee and EMD, Relevant Certificate of MSEs/Start-up certificate from DIPP is required to be submitted	Indian Bidders			
	In case of claiming exemption in submission of Bid Fee and EMD, enclose proof of being a manufacturer of tendered item. Relevant document issued by competent Govt. Authority/Body shall be submitted.	Indian Bidders			
	In case of Start-up, Business Eligibility certificate (for item tendered) is also required to be submitted	Indian Bidders			
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			
	In case of Women entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			

4	Duly signed and company sealed copy of whole tender document and subsequent amendments (if any)	Indian Bidders			
5	Duly filled up and attached Technical (Unpriced) Bid and all applicable formats of tender document.	Indian Bidders			
6	Acceptance of important terms and conditions in line with GTC/ATC as per format attached as Attachment-4,	Indian Bidders			
7	Separate sheet(s) of deviation (Attachment-5) If any, from the tender conditions with seal and signature of authorized personnel.	Indian Bidders			
8	Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6	Indian Bidders			
9	NEFT/RTGS Bank details as per Attachment-8, along with cancelled cheque	Indian Bidders			
10	Form of Compliance of Matrix/checklist for technical and Financial QR, as per Attachment-9	Indian Bidders			
11	Certificate regarding declaration of Local Content (As per Attachment-10 of the tender document)	Indian Bidders			
12	Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of ATC)	Indian Bidders			
13	Details regarding Qualifying Requirement /Eligibility criteria as per Attachment-12 ATC.	Indian Bidders			
14	Certificate regarding non-debarment for false declaration of Local Content as per Attachment-13 of ATC	Indian Bidders			

15	Certificate regarding non debarment/ blacklisting/disqualification as per Attachment-14 of ATC	Indian Bidders			
16	GST Registration Certificate and PAN Card Copy.	Indian Bidders			

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

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

Tender Document No/Package No:

Dated:

Attachment-10

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

..... **Name of the Tender...**

Date:

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

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

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

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

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

That the ‘Local Content ‘as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for, is _____ percent (%).

That the goods/services/works supplied by me for, meet the ‘Local Content‘ requirement as defined in the PPP-MII order and MoP order for **‘Class –I local supplier’ / ‘Class –II local supplier’ (Strike-out whichever not applicable)**).

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

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of

procuring agency (ies)/EESL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

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

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

For and on behalf of (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Tender Document No/Package No:

Dated:

Attachment-11

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

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

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

Attachment-12**Format for filling details related to Eligibility Conditions and Qualifying Requirement (QR):**

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

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)				
1.	Status of the Bidder					
a.	Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof)	☐				
b.	A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof)	☐				
c.	A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof)	☐				
d.	Proprietorship firm	☐				
1.1	Details of Documents submitted as evidence for aforesaid status	(...fill in no. and date of Documentary evidence....)				
2.	PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) Order 2017- Revision" issued vide order ref no. P-45021 /2/2017-PP (BE-II) GoI, Dated 16.09.2020 and as notified by Ministry of Information & Technology (MeitY) for Electronics Products on their website (https://www.meity.gov.in/esdm/ppo) Note: Only Class-I & Class-II Local suppliers as defined in the above tender are eligible to take part	Attachment 10 is attached <table border="1"> <tr> <td>YES</td><td>☐</td></tr> <tr> <td>NO</td><td>☐</td></tr> </table> (Tick whichever is applicable)	YES	☐	NO	☐
YES	☐					
NO	☐					

	QR Sr. No. 1.1.1	
b)	Mention Name and Address of Client along with Contact details of concerned person	(....fill in requisite details....)
c)	Whether Scope of Work under above referred Contract at sl. no. 1.1.1 includes below mentioned similar work: Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	Yes ☐ No ☐
d)	Value of Work Order	Rs-----Lakhs.
e)	If the work under the referred contract has been executed/completed, mention the date of execution/completion. Value of work executed	DD/MM/YYYY... Rs----- Lakhs
f)	In case the work is under execution, mention the value of work executed till the originally scheduled date of bid opening (as per NIT).	Rs----- Lakhs

Note: Use separate sheets for each Contract to fill in details as per sl. no.1.1.1 above

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
QR Sr. No. 1.2.1	Bidders should have an Average Annual Turnover (ATO) of at least Rs. during the last 3 Financial Years. Average Annual Turnover (ATO) during the last 3 Financial Years (i) Financial Year 1 (ii) Financial Year 2 (iii) Financial Year 3 It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO, the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the Financial figures for available years shall be averaged out for 3 years (i.e. total available Turnover shall be divided by 3) for Financial QR compliance.	INR..... INR..... INR.....

QR Sr. No. 1.2.2	The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital. <i>Additionally, in case of Partnership/Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i> Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.	INR.....
-----------------------------	---	----------

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

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

Tender Document No/Package No:

Dated:

Attachment-13

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

To,

Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

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

Ref: NIT/Bid Document No:

Dear Sir/Madam,

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

Thanking You,

Yours faithfully,

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

Attachment-14**CERTIFICATE REGARDING NON DEBARMENT / BLACKLISTING/DISQUALIFICATION****[On the Letter Head]**

To,

Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

Sub: Certificate regarding non debarment / blacklisting/disqualification**Ref: NIT/Bid Document No:**

Dear Sir/Madam,

We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e. www.eeslindia.org) 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,

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal:

Tender Document No/Package No:

Dated:

Attachment -15

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
(On Non – Judicial Stamp Paper of appropriate value and purchased in the name of
executing Bank)-NOT APPLICABLE**

Ref.:

Bank Guarantee No.....

Date.....

To,

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Ikon Tower, 2nd Floor, Film City,
FC-24C, Noida, Sector – 16A
UP – 201301

Dear Sirs,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner's Letter of Award No.....datedand 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 thisday of.....at.....

Witness:

Signature:

Signature:

Name:

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.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

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

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

SCHEDULED COMMERCIAL BANKS

• **SBI and Associates**

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

• **Nationalized Banks**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank
14.	Corporation Bank	23.	Union Bank of India
15.	Dena Bank	24.	United Bank of India
16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

C. Foreign Banks

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

D. SCHEDULED PRIVATE BANKS

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

E. Other Public Sector Banks

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

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

SECURITY FORM (For Insurance Surety Bond)

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

Insurance Surety Bond No.:

Date:

To: (insert Name and Address of Employer)

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

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

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

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) To sign the Contract Agreement, in accordance with Conditions of the Tender, or

(ii) To furnish the required performance security, in accordance with Conditions of the Tender.

or

(6) In any other case specifically provided for in ITB.

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

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

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*) _____ [*value in words*] _____.

2. This **Insurance Surety Bond** shall be valid upto _____ (*validity date*) _____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

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

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email_____

Common Seal_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email_____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

Form 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND

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

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

Copy to:

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

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

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

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

Dear Sirs,

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

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

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

Thanking you,

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

(AUTHORISED SIGNATORY)

Copy to:

(insert Name and Address of the Bidder)

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

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

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

Insurance Surety Bond No.:

Date:

NOA/Contract No.....

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

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(or)

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

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

Or

We refer to the Contract

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

(or)

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

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate), the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

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

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

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

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

be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

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

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

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

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

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

Notwithstanding anything contained herein:

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

For and on behalf of the **Insurer**

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email_____

Common Seal of the Insurer_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note:

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

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
5. While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No.....

Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

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

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

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

For and on behalf of the **Insurer**

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

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email_____

Common Seal_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email_____

Note :

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.
2. The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
4. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
5. While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.

Tender Document No/Package No:

Dated:

Annexure-I

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

BANK CERTIFICATE

This is to certify that M/s. _____ (*insert Name & Address of the Contractor/Suppliers*) _____ who have submitted their bid to.....(*insert name of the Employer*)..... against their tender specification Vide ref. No. for (*insert name of the package along with the project name*) is our customer for the pastyears.

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

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

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

Signature _____

Name of Bank _____

Name of Authorised
Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

Tender Conditions applicable for MSE and Start-ups

In case MSE bidders are exempted from submission of Bidding Document fee & Bid Security as per Clause No 4.0, xiii (g) of ATC, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Envelope-1 for the purpose of evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents and Bid Security/EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. Such registration should be prior to deadline for submission of bids.**

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

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

- 2.1 Where the tendered quantity can be split:** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

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

2.3 MSE owned by SC/ST is defined as:

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

2.4 MSE owned by Women is defined as:

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

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

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

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	(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. (b) If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE

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

			even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking. (e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by EESL. However, EESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case EESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by EESL which will be binding on the bidder. EESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.
--	--	--	---

Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	(a) If MSE is L1, 100% order will be given to MSE. (b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder. (c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.
--	---	--	--

4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.
whereas, startup means an entity, incorporated or registered in India:

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

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications or as applicable in line with the relevant Gol policy or provisions of GeM portal will be considered.

NOTES:

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

- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above “Tender conditions for Benefits/Preference for Micro & Small Enterprises (MSEs).”
- e) If a 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
- g) 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.
- h) Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

(PRICE BID FORMAT)**[For Illustration purpose only.]****NAME OF WORK: Purchase of Laptop**

Sl. No.	Description (A)	Quantity (B)	Unit (C)	Unit Price (Without taxes) (D)	Total Price (Without taxes) E=B*D
1	Category-1	3	EA		
2	Category-2	26	EA		

Refer scope of work at Annexure-IV for category description.

- Bidder must quote for one of the item/category mentioned in the price bid. In case bidder didn't quote for any of the items, bid will be rejected.
- Successful bidder mandatorily to be registered with sales tax authority. Tax rates applicable will be paid only on production of necessary documents/ proofs.
- Prices to be quoted F.O.R to Destination Basis.
- The bidder should quote minimum one category in the price-bid format for which separate analysis/ reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted. Bidder is to arrange on its own to deliver the material at site.
- If there is a discrepancy between words and figures, the amount written in words will prevail.
- The bidder shall submit PAN and GST number in support of claim of GST.

---- End of ATC ----

SCOPE OF WORK

1. Scope of Work

The broad scope of work for providing Laptop at EESL is detailed below:

- The bidder shall deliver all laptops at 2nd Floor, IKON Tower, Film City, FC-24C, Sector 16A, Noida, Uttar Pradesh – 201301.
- All transportation documents (road permits, Form 32, security forms, e-way bills, etc.) shall be arranged and borne by the vendor.
- Only laptops currently supported by the Original Equipment Manufacturer (OEM) may be quoted; obsolete or discontinued models will not be accepted.
- Assembled laptops are strictly prohibited; only genuine OEM-manufactured devices will be considered.
- Bidder shall deliver the laptops as per technical specifications provided.
- The OEM shall provide support (on-site/off-site) throughout the warranty period.
- Warranty details for each laptop must be verifiable on the OEM's official website. The warranty period should start from the date of invoice.

2. TECHNICAL SPECIFICATIONS:

a. Minimum Technical Specification for Laptop:

Bidder should provide laptops according to the following minimum technical specifications:

Category 1:

Laptops		
Sr. No.	Parameter	Minimum Technical Specifications
1	Form Factor	Standard
2	Chassis Material	Aluminum
3	Processor	Intel® Core i7 processor, 13th generation OR AMD Ryzen 7
4	Chipset	Intel or AMD (based on the processor offered by the bidder).
5	Type of RAM	DDR5
6	RAM	16 GB, expandable up to 32 GB

7	Hard Disk	512 GB SSD
8	Panel Technology	IPS
9	Display	14" FHD (1920x1080)
10	Audio	Two built-in stereo speakers High-definition audio support. Built-in microphone
11	Wireless Connectivity	Yes
12	Bluetooth Connectivity	Yes
13	Webcam	Inbuilt / Integrated web camera minimum 720P or HD.
14	Wireless Device	Wireless LAN Card with necessary driver (802.11 ac)
15	Ports	2 USB (USB 3.0), 1 HDMI, 1 RJ-45 Ethernet, 1 AC power. NIC should be IPv6 compliant
16	Carry Case	Carry Bag
17	Type of Keyboard	Standard
18	Backlit Keyboard	Yes
19	Spill Resistant Keyboard	Yes
20	Pointing Device/Touchpad	Touchpad with multi-touch gestures enabled
21	Operating System (OS)	Windows 11 Pro, 64 bit
22	Warranty (On-site)	5 years
23	Energy Star Certified	Yes

Category 2:

Laptops		
Sr. No.	Parameter	Minimum Technical Specifications
1	Form Factor	Standard
2	Chassis Material	Aluminum
3	Processor	Intel® Core i5 processor, 13th generation OR AMD Ryzen 5
4	Chipset	Intel or AMD (based on the processor offered by the bidder).
5	Type of RAM	DDR5
6	RAM	8 GB, expandable upto 16 GB
7	HDD	256 GB SSD
8	Panel Technology	IPS
9	Display	14" FHD (1920x1080)
10	Audio	Two built-in stereo speakers High-definition audio support. Built-in microphone
11	Wireless Connectivity	Yes
12	Bluetooth Connectivity	Yes
13	Webcam	Inbuilt / Integrated web camera minimum 720P or HD.
14	Wireless Device	Wireless LAN Card with necessary driver (802.11 ac)
15	Ports	2 USB (USB 3.0), 1 HDMI, 1 RJ-45 Ethernet, 1 AC power. NIC should be IPv6 compliant
16	Carry Case	Carry Bag
17	Type of Keyboard	Standard
18	Backlit Keyboard	Yes
19	Spill Resistant Keyboard	Yes

20	Pointing Device/Touchpad	Touchpad with multi-touch gestures enabled
21	Operating System (OS)	Windows 11 Pro, 64 bit
22	Warranty (On site)	5 Years
23	BEE / Energy Star for the given Model	Yes

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

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