

## **ENERGY EFFICIENCY SERVICES LIMITED**

(A JV of PSUs of Ministry of Power, Govt. of India) A-905, 9th floor, Shelton sapphire, A-wing, Sec-15, CBD Belapur, Navi Mumbai- 400 614

## **REQUEST FOR PROPOSAL**

## **FOR**

Name of Work: Hiring of Godown/ Warehouse at MUMBAI Location in Maharashtra State on

monthly Lease/Rental basis for a period of 3 years."

**Document No.:** EESL/SWRC/2025-26/CONTRACTS/MH/Godown/OTE-252606

Date: - 19/11/2025

EESL invites BIDs from interested parties for the aforesaid work(s). For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Document shall be uploaded in the EESL's website <a href="https://eeslindia.org/en/tenders/">https://eeslindia.org/en/tenders/</a>. The Party/ owner should keep themselves updated by regularly checking website for any amendment/corrigendum/ clarification regarding this Document.

For & on Behalf of EESL

Document No.:- EESL/SWRC/2025-26/CONTRACTS/MH/GODOWN/OTE-252606 Date:- 19/11/2025



## **DETAILS**

	<u>DETAILS</u>							
Document No.	EESL/SWRC/2025-26/CONTRACTS/MH/GODOWN/OTE-252606 Date: - 19/11/2025							
Document Submission Period	From 19/1	From 19/11/2025 to 01/12/2025 (up to 1100 IST)						
Bid Opening Date:	_	Envelope-1 (First Envelope) (Part-A & Part-B):						
	Date: 01/2	Date: 01/12/2025 (Monday) Time: 11:30 Hrs. IST						
	_	<b>Envelope-2 (Part-C) (Comprising Price Bid):</b> Schedule shall be intimated after evaluation of First Envelope.						
Bidding Document/Tender fee	be submitted case of seeking Bid Fee ma	<b>Rs.10,000.00</b> (Rupees Ten Thousand Only) Document/Tender Fee must be submitted either in physical form or paid online (Refer to Annexure-II in case of seeking exemption).  Bid Fee may also be submitted online through RTGS. The detail of RTGS is as mentioned below:						
	Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL			
	ENERGY EFFICIE NCY SERVICE S LIMITED	2164002 1000123 19	Punjab National Bank	LARGE CORPOR ATE BRI N DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE,TOLSTOY MARG, NEW DELHI, DELHI-110001			
Bid Security/EMD	Sl. Description EMD							
	No.		(in Rs.)					
	1. Hii	ring of War	ehouse in N	/Iumbai	1,26,000/-			
	Bid security / EMD must be submitted either in physical form (DD) or ponline (Refer to Annexure-II in case of seeking exemption)							
	Account Accoun Bank Branch Name t Name Name		RTGS DETAIL					
	ENERGY EFFICIE NCY SERVICES LIMITED	2164002 1000123 19	Punjab National Bank	LARGE CORPOR ATE BRI N 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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Bid Opening Venue:	Energy Efficiency Services Limited South-West Regional Cluster Office: A-905, 9th floor, Shelton sapphire, A-wing, Sec-15, CBD Belapur, Navi Mumbai- 400 614		
QUOTE Validity Duration	90 days from the date of opening of quotes.		
Contact Person(s) for Technical Queries (copy of the query to be marked to Contracts Dept. as well)	Shri. Vishwanath P (Dy. Manager-Tech). Energy Efficiency Services Ltd. E-mail: vishwanathp@eesl.co.in Phone (+91)9871910573		
Contact Person(s) for RFP-related Queries	Shri. Gopinath B V (Dy. Manager – Contracts) Energy Efficiency Services Ltd. E-mail: gopinath@eesl.co.in Phone (+91)8095037607		

The entire Bid Documents shall be submitted in a single (Big) envelope should be consisting of two envelopes as shown below:

Outer Big l	Envelop
Envelop-1 (Techno-Commercial Bid proposal) Part-A & Part-B	Envelop-2 Price Bid (Part C)

The Entire Bid Documents must reach the following address, before the submission date & time mentioned above in a sealed single/ Big envelope superscribed "EESL/SWRC/2025-26/CONTRACTS/MH/GODOWN/OTE-252606 Date: - 19/11/2025":

To,
The Regional Cluster Head,
Energy Efficiency Services Limited
South-West Regional Cluster Office:
A-905, 9th floor, Shelton sapphire, A-wing, Sec-15,
CBD Belapur, Navi Mumbai- 400 614

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## Scope of Work/Supplies, Terms & Conditions, Technical Specifications & Special Conditions of Contract

#### **PART-A: General Information**

Name of Work: Hiring of Godown/ Warehouse at MUMBAI Location in Maharashtra State on

monthly Lease/Rental basis for a period of 3 years

**Document No.:** EESL/SWRC/2025-26/CONTRACTS/MH/GODOWN/OTE-252606

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#### **QUOTES ARE TO BE SUBMITTED AS FOLLOWS: -**

i. Tender Document Fee and EMD.

- ii. Letter of the Party/ owner submitting the quote in the form as stipulated in the quote document i.e., as per Form as *Attachment-1* Duly filled and signed by authorized signatory.
- iii. Submission of form mentioned *Attachment-2* along with necessary documents
- iv. Notarized Power of attorney to sign the document as *Attachment-3*. Party/ owner s to use their own format.
- v. Form of acceptance of EESL fraud prevention policy and declaration as per *Attachment- 4* Duly filled and signed by authorized signatory.
- vi. NEFT/RTGS Bank details as per *Attachment-5*. Duly filled and signed by authorized signatory.
- vii. Self-Declaration duly signed on Company Letter Head Pad with company's seal or INR 100/-Non-Judicial Stamp Paper 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 Party/ owner shall clearly mention RFP reference no. and date of signing the self-declaration.
- viii. 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 or INR 100/- Non-Judicial Stamp Paper
- ix. One complete set of RfP documents and subsequent amendments (if any), duly signed and stamped on each page.
- x. Documents asked for submission in Attachment-2 and any anywhere else in the RFP document. The quotation should be accompanied by the following documents:
  - a. Location Map.
  - b. Copy of agreement for acquisition of property
  - c. Approved plan of the offered premises with exact measurement for carpet area.
- xi. Price Sheet is prescribed at Part C in this document (Envelop-2)
- xii. Submission of documentary proof of godown. If godown is hired (lease), then submit lease agreement.

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#### PART-B: Scope of Work/Supplies and Qualifying Requirements

#### INTRODUCTION

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

#### 1. REQUIREMENT

- 1.1. EESL intends to hire godown/ warehouse space for MUMBAI location in Maharashtra state for storage of EESL project materials.
- 1.2. The storage material mainly consists of Electricals appliance (LED Bulbs, Tubelights, Panel/down lights, Street / flood lights), Consent deeds, etc.
- 1.3. Continuous electricity supply
- 1.4. Minimum Carpet Area 7000-9000 sq. ft.
- 1.5. Preferred locations for storage in MUMBAI Location: *Taloja, Khopoli, Panvel*
- 1.6. The electricity bill, water bill, tax, etc shall be borne by Party/ owner, and rates in price quote shall be filled accordingly.
- 1.7. EESL shall pay 3 months' rent as a security deposit to successful Party/ owner for the contract duration i.e. 3 years
- 1.8. There should be proper approach road and entrance to the proposed building
- 1.9. The period of lease shall be for duration of Three (03) years.
- 1.10. The legal owner will undertake to carry annual repairs and maintenance every year and any repairs connected with the basic structure on the suggestion of the EESL.

#### 2. GENERAL TERMS & CONDITIONS:

- 2.1. Preference will be given to the godowns having large storage capacity at single location.
- 2.2. If Godown is owned, submit documentary proof. If Godown is hired (lease), submit copy of lease agreement
- 2.3. The RFP application must have PAN allotted by Income Tax Department and GST Registration Number (if available)
- 2.4. The contract will be effective from the date of occupancy of the particular godown
- 2.5. Once rates are finalized no escalation in the rates will be accepted during the contracted period for any reason and no extra charges will be paid by EESL.
- 2.6. There should be electric connections in the godowns.
- 2.7. There should not be any water leakages inside the godown and if any damages to the stock occurred due to water leakages shall be liable to be recovered from godown management/owner. In case of any repair required for the godown, the same should be repaired without any delay. All the windows (if any) of the godowns should be closed from inside without any holes or scope of entry. All the ventilators (upper side and windows) should be sealed properly with meshes so that no birds such as pigeons shall enter inside the godowns.
- 2.8. The godown owner shall bear and regularly pay the lease rent (if any), land revenue, property tax, non-agricultural tax and /or other taxes and outgoings payable with respect

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the schedule property and shall ensure that no such taxes/outgoings shall remain in arrears at any point of time. Further, the godown owner hereby agrees and undertakes to keep the schedule properly during the pendency of this agreement free from all encumbrances, claims and demands of whatsoever nature

- 2.9. The lock and key of the godowns shall be under the custody of EESL
- 2.10. **Payment Condition:** The rent will be paid on monthly basis for storage of EESL's project material in the godown during the month. The Party/ owner shall have to raise the monthly bill on the rates discovered by EESL through the tender and payment will be made after statutory deductions.
- 2.11. **Vacating of godowns**: The godown shall be vacated at any time during the contract period with prior 60 days' notice by either party.
- 2.12. After scrutiny of Envelop-1, the technically qualified bidder's godown will be surveyed by EESL officials. If found to be satisfactory in the survey, then only Envelop-2 (Price Bid) will be opened and evaluated further.
- 2.13. The godown owner must follow all the acts/ rules applicable in the State of Maharashtra pertaining to warehouses and the EESL will be not responsible for any violation of the same.
- 2.14. Godown owner should give written undertaking at the time of agreement that there will not be any interference from anti-social elements or any other disturbing elements at their godown premises which may hamper smooth dispatch/delivery of material to godown. If any such cases arise and the EESL has incurred any losses due to that, the godown owner is liable to make good the losses if any to the EESL.
- 2.15. EESL reserves its right to accept or reject partly or fully any or all RFPs without assigning any reason thereof.
- 2.16. However, the agreement can be terminated by either party by giving two months' notice in advance. If the agency fails to give two months' notice in writing for termination of the Agreement, then two month's pay etc. and any amount due to the agency form the EESL shall be forfeited by the EESL.
- 2.17. In the event of any dispute arising in respect of the clauses of the agreement, Courts at Mumbai will have the jurisdiction to adjudicate upon the matter, if any.
- 2.18. Brokerage will be paid within the administrative limits in case brokers participation.

## 3. CONTRACT DURATION:

3.1. Contract is valid for 3 (three) years from the date of signing of Lease Agreement along with of occupancy of the particular godown.

#### 4. PAYMENT TERMS:

The payment/ rent shall be processed ONLY after receipt of following: -

- 4.1. Signing of Lease agreement.
- 4.2. Submission of original Invoices/Bills duly verified/certified on monthly basis by EESL representative.

Sr. No.	Payment Term	Criteria
1.	100% of payment (plus, applicable GST)	Submission of duly signed payment invoice by EESL EIC

<sup>\*</sup>Note:

1) Party/owner will raise the invoice on monthly basis.

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2) GST payment (if any) is subject to timely compliances of GST Act, so that there is no GST Input Credit Loss to EESL. If any loss incurred to EESL due to non-compliance of GST, EESL reserves the sole right to recover it from successful Party/owner.

#### 4.3. Other terms and conditions related to payment terms:

- 4.3.1.At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside the Purchaser's country, Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law, from concerned tax authorities for claiming lower tax deduction, if any.
- 4.3.2.All the invoices shall be submitted to EESL for payment, once in a month only.
- 4.3.3.Payment will be made to the Party/ owner within 30 Days after submission of Invoice complete in all respect i.e., with all the required documents and compliance of relevant terms & conditions of Lease Agreement duly accepted & certified by EIC, EESL.
- 4.3.4.If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, counting of 30 days' due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of LOA have been fulfilled.
- 4.3.5.In case of default in statutory payments/compliances, EESL reserves the right to hold the payment unless the same is not furnished
- 4.3.6.The Successful Party/ owner should strictly follow all payment compliance of GST and other tax compliances.

#### 5. EVALUATION OF QUOTES

- (i) Quotes will be evaluated for complete scope of work as defined in RFP documents on technically suitable lowest evaluated Party/ owner as stated in requirement.
- (ii) In the event of tie in prices between two or more Party/ owners, the Party/ owner with more facilities on site will be given preference.

#### 6. TAXES, DUTIES & LEVIES:

Prices shall be inclusive of all taxes and duties including labour cess (Except GST). However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). Any other charges/cost/TA/DA is also included in the quoted price.

## 7. ADJUDICATOR:

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

## **8. ARBITRATION:**

Arbitration Act 1996 and its subsequent Amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Mumbai shall have exclusive jurisdiction in all matters arising under the contract.

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#### **PART-C: PRICE QUOTE**

Name of Work: Hiring of Godown/ Warehouse space by EESL for period of 3 Years for

MUMBAI Location in Maharashtra State

EESL/SWRC/2025-26/CONTRACTS/MH/GODOWN/OTE-252606 Document No.:

Date: - 19/11/2025

DESCRIPTION OF WORK	RATE IN INR PER MONTH (EXCL GST)	TOTAL NO. OF MONTHS	TOTAL AMOUNT IN INR (EXCL. GST)	TOTAL AMOUNT IN INR (EXCL. GST) In Words
	[A]	[B]	$[C = A \times B]$	
Godown rent for 1st Year		12		
(from 1st to 12th month)		12		
Godown rent for 2nd Year		12		
(from 13 <sup>th</sup> to 24 <sup>th</sup> month)		12		
Godown rent for 2nd Year		12		
(from 25 <sup>th</sup> to 36 <sup>th</sup> month)		12		
Total Amoun	t for 36 Months			

#### Other Terms and Conditions

- 1. The Party/ owner shall indicate in the Price 2. The Party/ owner should compulsorily quote, the unit prices in Rs. (INR) and total Quote prices of the Goods/ Services in the prescribed format only. Party/ owner s shall quote for the complete requirement of Goods and Services specified under the Contract on a single responsibility basis, failing which such Ouotes will not be considered for evaluation and will not be considered for award.
- 3. The Party/ owner shall submit PAN and GST number (if any) in support of claim of GST.
- **5.** If there is a discrepancy between words and figures, the amount written in words will prevail.
- 7. Please provide HSN/SAC code related to 8. Prices will remain firm till the execution items/services. (if any)

- quote for all heads in the price-quote format for which separate analysis/ reasonable estimation of all heads should be done by the Party/ owner before quoting the rates in the financial quote. Any contravention may lead to rejection of offer submitted.
- 4. The above prices are inclusive of electricity, water, tax bills, etc and exclusive only of GST.
- **6.** Party/ owner 's to quote for all items in each quote otherwise their quote will be reiected.
- of the contract.

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

Dated:	(SEAL) Signature of Party/owner or Their Authorized Representative Name & Address of Party/owner:
	Phone No:

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#### **FORM**

To, Regional Cluster Head Energy Efficiency Services Limited. A-905, 9th floor, Shelton sapphire, A-wing, Sec-15, CBD Belapur, Navi Mumbai- 400 614

Name of Work: Hiring of Godown/ Warehouse at MUMBAI Location in Maharashtra State on

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Date: - 19/11/2025

Dear S	Sir,												
With	Reference	to	your	subject	IFB/RfP,	we	are	pleased	to	submi	t our	quote	for
"								" i	n a	sealed	cover	as deta	iiled
below	<b>':</b>												

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

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

## Our correspondence details are:

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

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Name of Work: Hiring of Godown/ Warehouse at MUMBAI Location in Maharashtra State on

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SL NO	DESCRIPTION	TO BE FILLED BY	PARTY/ OWNER	
1.	Name of Godown (Full address of Godown along with landmark)			
2.	Name of Godown Owner (Registration certificate from concerned Register to be enclosed in case of companies and institutions.)			
3.	Owner Category (Individual, Companies, Institutions etc.)			
4.	Name of Contact Person & Telephone No./Mobile No.			
5.	PAN No. (Xerox copy to be enclosed)			
6.	GST No. if any. (Xerox copy to be enclosed)			
7.	Whether CCTV Cameras with at least one-month backup facility installed or not.  If yes, please specify points where installed	YES / NO No. of Cameras: Points:		
8.	Area of the godown (Documents (Property map/ blueprint/any govt document, etc) mentioning Build up & Carpet area to be enclosed ALONG WITH PHOTOS OF PROPERTY	Total Build up Area (in Sq. Ft)	Total Carpet Area (in Sq. Ft)	
9.	Firefighting facilities available in godown:	YES /	NO	
10.	Continuous electricity supply available in godown:	YES / NO		
11.	Whether any HT/LT Lines are passing in the godowns premises.	YES /	NO	
12.	Facility available (other than mentioned above)			

We accept all terms and conditions of RFP

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	Signature of Party/ owner or Their Authorized Representative
Dated:	Name & Address of Party/ owner:
	Phone No:

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## **POWER OF ATTORNEY**

[PARTY/ OWNER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT on 100Rs Stamp Paper] [55]

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[On the letter head]

## FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

To,	
Regional Cluster Head	
Energy Efficiency Services Limited.	
South-West Regional Cluster office	
A-905, 9th floor, Shelton sapphire, A-wing, Sec-15,	
CBD Belapur, Navi Mumbai- 400 614	
Sub: Letter of Acceptance of EESL Fraud Policy	
Ref: EESL/SWRC/2025-26/CONTRACTS/MH/GODOWN/OT	E-252606; Date: -19/11/2025
Dear Sir/Madam,	
We have read the contents of the Fraud Prevention Policy of	EESL and undertake that we along
with our associate/collaborator /sub-contractors / sub-ve	endors / Party/ owners/ service
providers shall strictly abide by the provisions of the Fraud I	Prevention Policy of EESL.
Thanking You,	
	Yours faithfully,
	Signature
	Printed Name
	Designation
	Common Seal
Date:	
Place:	

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

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# REAL TIME GROSS SETTELMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANASFER (NEFT)

From: M/s		
<del></del>		
Sub: RTGS/NEFT Payments		
We are agreeing to accept admissible	le payments through electronic mo	ode viz
RTGS/NEFT. For this, we are providing the		
RTGS/NEFT charges for the above facility may	_	
payment.		
Name Of City		
Bank Code No.		
Branch Code No.		
Bank's Name		
Branch Address		
Branch Telephone/ Fax No.		
Supplier Account No.		
Type of Account		
IFSC Code for NEFT		
IFSC Code for RTGS		
Supplier's name as per Account		
Telephone No. of Supplier		
Supplier's E-mail ID		
GST No. of the supplier		
A cancelled cheque against above bank account n	number is also being enclosed	
realisement eneque against above bank account in	tumber is also being enclosed.	
Enclosure: As above		
Confirmed by Banker	Signature of supplier	
With Seal	With stamp & Addres	S

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## Tender Conditions applicable for MSE and Start-ups

In case MSE bidders are exempted from submission of Bidding Document fee & Bid Security as per Clause No 1.4 & 2.4 of ITB Section-2, respectively, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Envelop-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. <u>Purchase Preference to MSEs:</u> Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

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

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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.
- <u>2.4</u> MSE owned by Women is defined as:
  - a. In case of proprietary MSE, proprietor(s) shall be Women
  - b. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
  - c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.
  - If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.
- 3. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be as under subject to their meeting of quality and technical specifications: -

## Annexure-II

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	(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)

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 work under any 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 ranking.

(e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be defined in the predeclared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder found are reasonable by EESL. However, **EESL** reserves the right to award 100% quantity to MSE bidder such provided **MSE** the bidder has got ATO which is corresponding the cumulative to 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-
			<del>_</del> _ <del>_</del>
			declared split ratio) before award.
Connat les19	2E 0/ of tot-1	OE 0/ of tot-1	
Cannot be split	25% of total	85% of total ATO as	(a) If MSE is L1, 100%
as per tender conditions	experience as		order will be given to
Contamons	required for general bidders	required for general	MSE.
	general bluders	bidders	
		DIGUELO	(b) If MSE is within the
			range of L1 + 15%,
			100% order will be
			given to MSE subject to
			price matching with L1
			bidder.
			( ) 1() 1()
			(c) If MSE is not L1 and not

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	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 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

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(MSEs)."

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