

- e. In the case of successful bidder(s) fails to sign the contract agreement within 28 days of placement of LoI/Award letter and to furnish the required contract performance guarantee, in accordance with the tender document.

19. MINIMUM LOCAL CONTENT REQUIREMENT

Bidder shall comply with the minimum local content requirement as notified by Ministry of Steel vide Gazette Notificate Number F. No.3(2)/2018-IDD dated: 29-May-2019 for “POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019”

The notified minimum percentage of domestic value addition is as follows:

Item	Minimum domestic value addition requirement
Angles, shapes and sections of iron or non-alloy steel (HS Code – 7216)	35%

Bidder shall submit a self-declaration certificate stating the minimum percentage of local content as per the format given in **Attachment-13 of Section-6 of Tender Document**.

NOTE : False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial rules along with such other actions as may be permissible under law.

Only those bidders who comply with the minimum local content requirement as mentioned above shall be eligible to bid.

20. Purchase Preference as per ‘Public Procurement (Preference to Make in India), Order 2017’ (Latest Amendment Dated:16-Sept-2020)

As per revised order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade-

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

Note: Bidder shall carefully go through the above mentioned order in order to understand the whole process and definition of various terms (e.g. Class-I Local supplier, Local content etc) pertaining to the said order.



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

Table-A**PRICE BID FORMAT(for GI Clamp)****(produced here for illustration purpose; to be filled-up ONLINE only) Name of the Bidder: _**

Sr. No	Item Name	Proposed Quantity	Unit of Measurement	Base price per unit exclusive of GST (IGST/ CGST/ SGST/ UGST) on FOR Destinations basis (in Rs.)	Total price exclusive of GST (IGST/ CGST/ SGST/ UGST) on FOR Destination basis (in Rs.) [In Figures]	Total price exclusive of GST (IGST/ CGST/ SGST/ UGST) on FOR Destination Basis (in Rs.) [In Words]
	1	2	3	4	5=2*4	6
A	LT GI Clamp along with necessary accessories	1,46,250	(Nos.)			
B	HT GI Clamp along with necessary accessories	48,750	(Nos.)			
C	Transportation, Loading, Unloading, and Insurance (till delivery at EESL designated Warehouse), delivery to EESL designated warehouse.	1,95,000	(Nos.)			
Grand Total (A+B+C)						



Signature :-
 Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : p.kumar
 Serial No : 11D14A5

Other terms and conditions

1. The Bidder shall indicate in the Price Bid, the unit prices in Rs. (INR) and total Bid prices of the Goods in the prescribed format only. Bidders shall quote for the complete requirement of Goods specified under the Contract on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered forward.
2. The bidder should compulsorily quote for all heads in the price-bid format for which the bidder should do separate analysis/ reasonable estimation of all heads before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted.
3. Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.
4. The above prices are exclusive only of GST. Successful bidder shall mandatorily register itself under GST act.
5. The bidder shall submit PAN and GST number in support of claim of GST.
6. Bidder's to quote for all items in each bid otherwise their bid will be rejected.
7. If there is a discrepancy between words and figures, the amount written in words will prevail.
8. Prices will remain firm till the execution of the contract.
9. Please provide HSN/SAC code related to items/services.
10. Further, the bidder(s) must make sure that any compliances, to be ensured by EESL are communicated to EESL by the bidder(s) and if required, EESL may take assistance from the bidder(s) to execute such compliance(s) and the bidder(s) shall be reimbursed the statutory fee only, for performing compliance(s) on behalf of EESL applicable on EESL.
11. EESL have the rights to accept or reject any bid or part without assigning any reason.
12. The bidder(s) should compulsorily quoted the full quantity, it shall mean that the bidder(s) is obligated to deliver the entire quantity as per the delivery schedule and agreed terms and conditions.
13. **Note: No Deficient Documents/Clarification shall be called. Bidder shall ensure that their bid is complete in all respect and all the documents as asked in the tender document are submitted under respective envelope. It shall be sole responsibility to the bidder to carefully examine the tender document and submit all the documents asked in the tender.**

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 toto. The above quotation has been prepared after taking into account all the terms and conditions of the RfP/IFB/NIT.

Dated:

(SEAL)

Signature of Tenderer or

Their Authorized Representative:

Name & Address of Tenderer:

Phone No:

Fax no.:

Mail-ID

Annexure - A

Specification of LT & HT GI Clamp

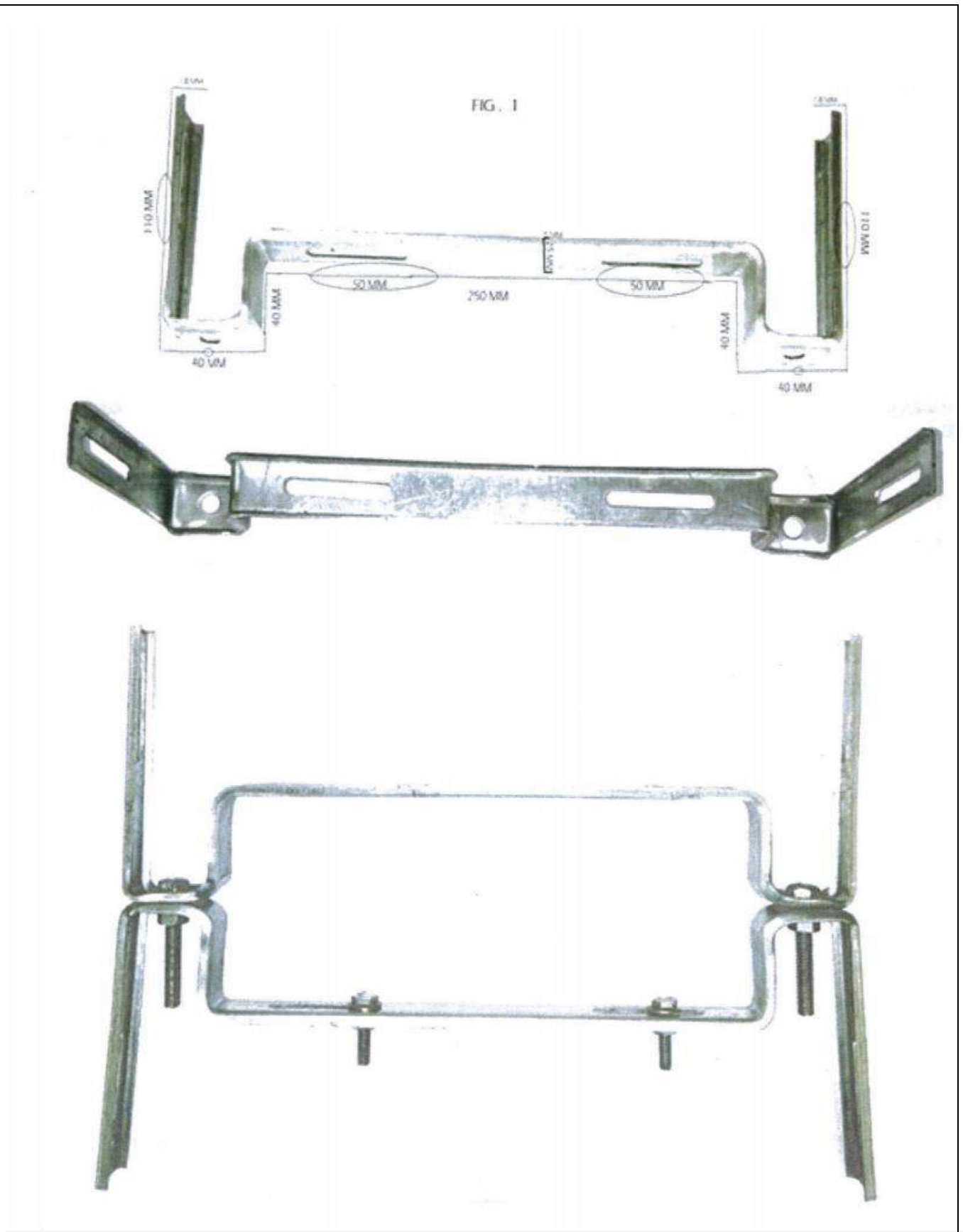
GI Pole mounting meter clamp as per fig-1 (One Set contain – 4 No's GI bended strip 1.8 thick, width – (25+5+5) mm 4 no's of GI nut and bolt with washer 8*100mm, 16 no's of GI nut and bolt with washer 6*30mm).

Converted Strip for fixing of meters – 3Ph to 1Ph & 1Ph to 3Ph for single location, 2 no's of GI strip 35(25+5+5) *120*1.8 with 2 no of GI nut and bolt with double washer of size 6*30mm (As shown in fig-2)

Standard of coating: - Coating for Galvanized Iron and fasteners (Nut, Bolt and Washer) should be in the range of 240 GSM.



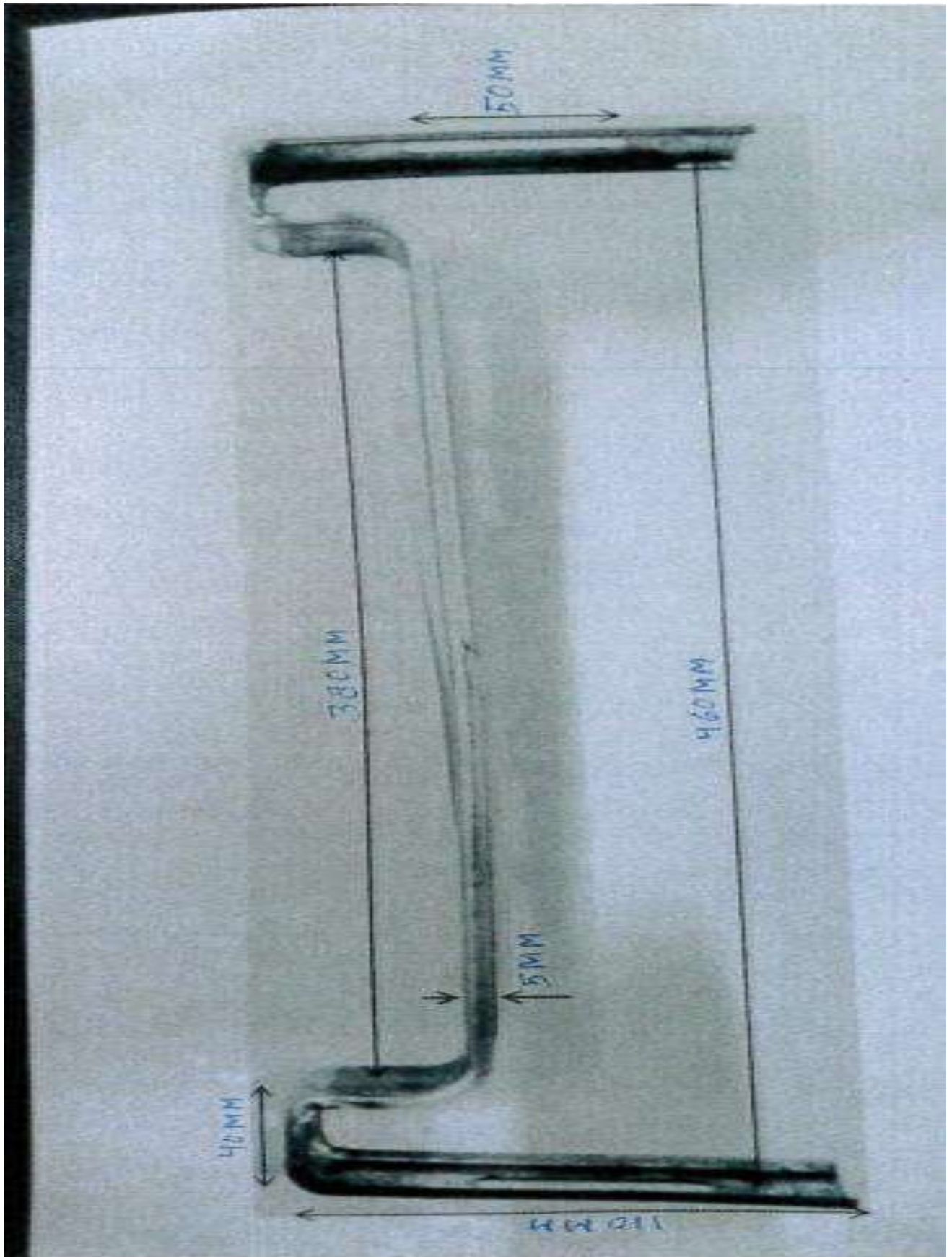
Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5



LT Clamp Image

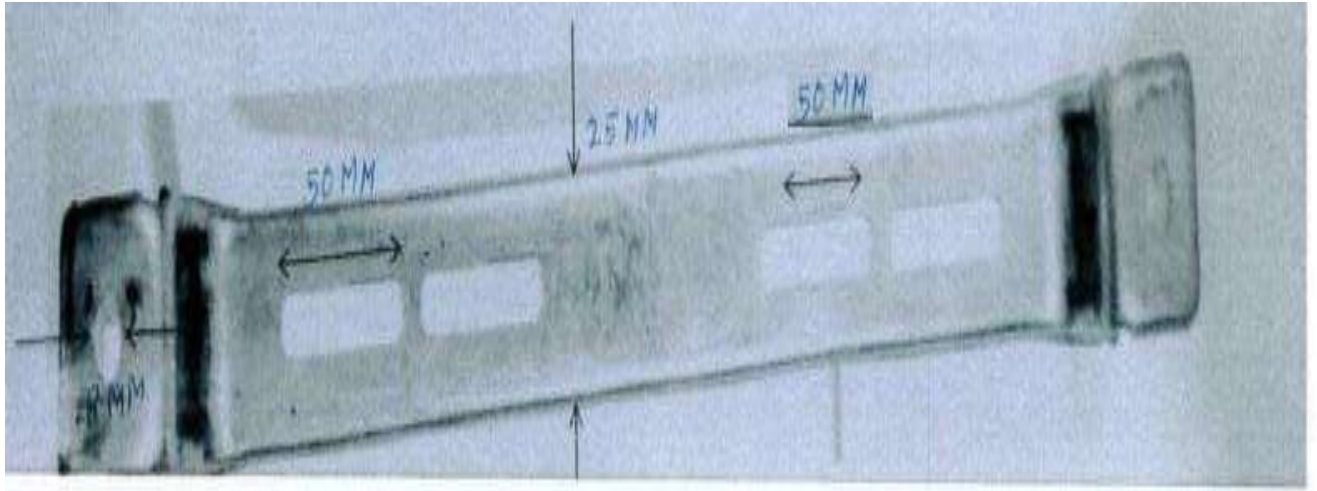


Signature :-
 Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : p.kumar
 Serial No : 11D14A5

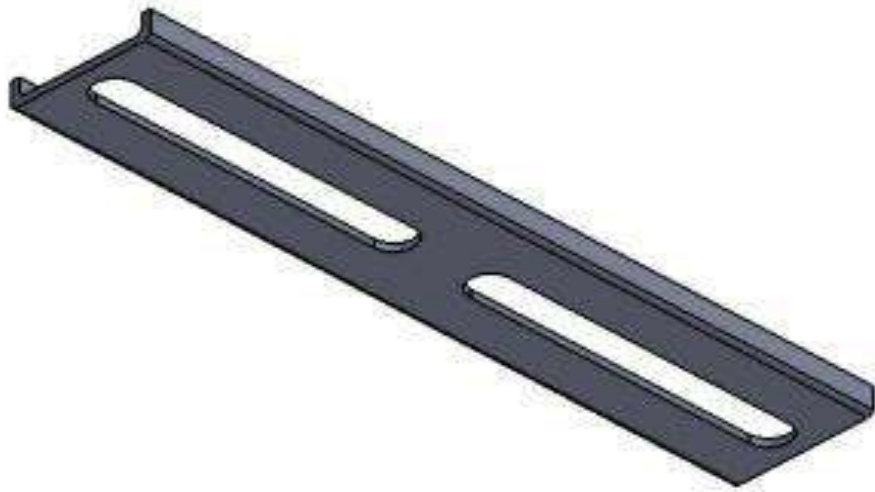


HT Clamp Image -1





HT Clamp Image -2



Converted Strip Image





SECTION 5

1. Measurement and Verification (M&V)

Not Applicable for this tender

NIT/BID Document no.: EESL/06/Smart Meter-Clamps/202110018 Dated. 13-10-2020. <small>Signature :- Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN User ID : p.kumar Serial No : 11D14A5</small>	SECTION - 5 (M & V)	Page 1 of 1
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SECTION-6

Forms & Procedures

ATTACHMENT - 1

BID FORM

To,

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 6th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

Subject: - NIT/Bid Document No.: **EESL/06/Smart Meter-Clamps/202110018** **Dated. 13-10-2020.**

Dear Sir,

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

Envelope 1: Bid document fee/cost of tender documents [wherever applicable], Bid Security fees/Earnest Money Deposit, Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of EESL fraud prevention policy.

Envelope 2: Price Bid

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

We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes including service tax, entry tax (if any), duties, levies, charges as may be assessed on us.

We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-5 save those pertaining to any rebates offered, shall not be given effect to.

We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.

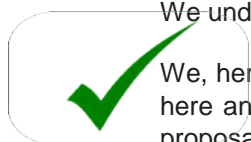
If our bid is accepted, we undertake to provide contract performance securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the bidding documents.

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

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

We understand that you are not bound to accept the lowest or any other bid you may receive.

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made



SIGNATURE
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Email ID : p.kumar@eesl.co.in

without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORIZED SIGNATORIES

ADDRESS:

MOBILE NO. :

LAND LINE NO. :

Our correspondence details are:

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11014A5

Format for submitting BG format in lieu of EMD.

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

Bank Guarantee No.

Date.....

To:

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 6th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no.....dated.....M/shaving 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 ofwithout 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:

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

☐

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

☐

The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.

☐

While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.



BANK GUARANTEE CHECK LIST

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

CHECK LIST

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

ANNEXURE-I

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

(C) 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.	Washreq Bank	76.	Bank of Ceylon
61.	Bank of Nova Scotia	77.	Bank International Indonesia



Signed by: PRASHANT KUMAR, ST-DELHI, BID-2.5-4.17-110003, GU-SUPPLY CHAIN
 MAINTENANCE & EFFICIENCY SERVICES LIMITED, C=IN
 User ID: P.Kumar
 Serial No: 10046

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.	InternationaleNederlanden Bank N.V. (ING Bank)
69.	Oman International Bank	85.	Bank of China Ltd.
70.	SocieteGenerale		

(D) PUBLIC SECTOR BANK

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

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

Sub:

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

Governing Laws	-	Clause 7 of ITB
Settlement of Disputes	-	Clause 17 of ITB
Terms of payment	-	Clause 2.0 of SCC
Performance Security	-	Clause 5.9 of ITB
Taxes and Duties	-	Clause 8 of ITB
Completion Time Guarantee	-	Clause 9 of ITB
Defects Liability	-	Clause 10 of ITB
Functional Guarantee	-	Clause 11 of ITB
Patent Indemnity	-	Clause 2.25 of ITB
Limitations of Liability	-	Clause 2.27 of ITB
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

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can take a print out of it and sign.

Signature :- PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
Serial No. 110114A5



ATTACHMENT - 5

NAME OF WORK:.....

BIDDING DOCUMENT NO.....

(Deviations Statement)

Bidder's Name and Address:

To,

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 6th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir,

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

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

A. COMMERCIAL DEVIATIONS :

B. TECHNICAL DEVIATIONS :

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal)

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

To,

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

Dear Sirs,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/swith 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 ofas 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 extend 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.

Signature: CU - PRASHANT KUMAR, SE-DRI, O.D. 17-110003, OU-SUPPLY CHAIN
User ID : p.kumar
Serial No : 11D14A5



Witness

Dated thisday of.....at.....

Witness

Signature

Name

Official Address

Signature

Bank's Rubber Stamp

Name

Designation with Bank Stamp

Attorney as per power of Attorney

No.....dated.....

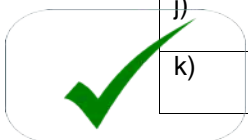
Note: ** Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

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



l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	
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**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

□ Nationalised 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

Sl.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.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.		

E. Other Public Sector Banks

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

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

To:

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 6th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

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

Dear Sir/Madam,

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

Thanking You,

Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....

Date:

Place:

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11014A5

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

NOT APPLICABLE



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

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,

Chief General Manager (Supply Chain Management)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 5th & 6th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sir,

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

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

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

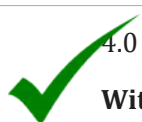
3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

4.0

Witness:

Signature :- PRASHANT KUMAR, ST-DELHI, OID:2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
Serial No : 11D14A5

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



Yours faithfully,

(1)

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

(2)

Name & Designation

Name of the Holding Company

(Seal of Holding Company)



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

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	
GST No. of the supplier	

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

Encl: As above:-

Confirmed by Banker
With Seal

Signature of supplier
With stamp & Address



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11014A5

NOT APPLICABLE



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

ATTACHMENT -12 (A)

Compliance Matrix/ CHECK – LIST FOR BIDDERS

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

Sl	Details / Terms & Conditions	Applicable for	Yes / Attached	No	Reasons for non-compliance/ Remarks
1	EMD, If applicable	Indian Bidders			
2	EMD Exempted for being MSEs / Start-up	Indian Bidders			
	Relevant Certificate of MSEs / Start-up Certificate from DIPP is required to be submitted	Indian Bidders			
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders			
	In case of Women entrepreneurs belonging to MSE, documentary proof submitted	Indian Bidders			
	Declaration & Undertaking By Micro & Small Scale Enterprises / Start-up Companies	Indian Bidders			
3	Duly signed and company sealed copy of whole tender document	Indian Bidders			
4	Duly filled up and attached Technical (Unpriced) Bid & all applicable formats of Tender Document	Indian Bidders			
5	Separate sheet(s) for Deviation if any, from the tender conditions with seal and signature of authorized personnel	Indian Bidders			
6	Declaration of the quoted nos. of Smart meters by the bidder (As per attachment 11 of the tender document)	Indian Bidders			
7	GST Registration Certificate and PAN Card Copy.	Indian Bidders			
8	CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT(As per attachment 13 of the tender document)				

NOT TO BE PRINTED ALONG WITH ABOVE TABLE

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



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11014A5

ATTACHMENT-12(B)

Compliance Matrix/Check-List for Bid Evaluation Criteria
 [To be submitted on Letter Head]

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

Technical QR	Bidder qualification criteria for as per Tender terms and conditions. The relevant documentary evidence like work order copies, completion certificates etc. are required to be furnished along with technical bid substantiating the qualification towards relevant experience/technical criteria (Documentary proof to be attached along with the technical bid)			
Order/Award Nos	Order date and completion date	Order/Award Amount	Client Name	Description of Order/Award
Financial QR	Average Annual turnover of the bidder shall be as specified in tender documents in three preceding financial years. Copy of latest audited balance sheet, profit and loss account and copy of IT returns required to be furnished as asked in the tender.			
Financial Year	Annual Turnover	Net Worth	Profitability	
Other Mandatory Requirements				
Confirmation for Tender Terms and Conditions/EMD [Please tick (✓) as applicable]				
1	Confirm that your bid is valid as per tender terms and conditions as on the last date of submission of the bid			
2	Confirm your compliance to TERMS AND CONDITIONS of bidding document			
Documentary evidence is attached for experience criteria as per QR is attached along with technical unpriced bid. Non-compliance to any of the QR will lead to outright rejection of the bid without any further reference to the bidders.				

NOT TO BE PRINTED ALONG WITH ABOVE TABLE

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



Signature :-
 Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : p.kumar
 Serial No : 11D14A5

CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head]

To,
 Chief General Manager (SCM)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 5th & 6th Floor, CORE –III, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 16th Sept 2020

Ref: NIT/Bid Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentage in the items being offered/quoted against aforementioned tender by M/s_____, the same is in compliance with Ministry of Commerce and Industry order no: . **P-45021/2/2017-PP(BE-II) dated 16th Sept 2020** and the bidder shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content	Detail of location(s) at which the local value addition is made
1	LT GI Clamp along with necessary accessories		
2	HT GI Clamp along with necessary accessories		

Thanking You,

Yours Faithfully

.....
 Signature

Name :

Seal :

Date :

Place :



Signature :-
 Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : p.kumar
 Serial No : 11D14A5

NOT APPLICABLE



Signature :-
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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