



ENERGY EFFICIENCY SERVICES LIMITED
(A JV of PSUs of Ministry of Power, Govt. of India)

(SUPPLY CHAIN DEPARTMENT)
(OPEN TENDER)

SECTION-1

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: - Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems of 1-10 HP in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under MNRE KUSUM scheme Component-B.

NIT/Bid Document No.:- EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/202101032
Dated:- 14.01.2021

EESL invites E-bids from eligible bidders for the aforesaid work under Single-stage Three-envelope Bidding Process **THROUGH E-TENDERING***. For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the E-Procurement website only. The bidders should keep themselves updated by regularly visiting the E-Procurement website of EESL for any amendment/corrigendum/clarification in regard to this Tender.

Thanking you,

Yours faithfully,
for & on behalf of EESL

Nikhil Bhandari
Engineer-SCM

*The bids for E-tenders will be submitted online on the web site <https://eesl.eproc.in>. Oral, telephonic, telegraphic bids or those submitted in hard copies/physical form will not be entertained. In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.

NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10

HP/Off-Grid/202101032

Signature of Nikhil Bhandari, Engineer-SCM, EESL, ST-Delhi, Oid.2.5.4.17-110003, OU=SUPPLY CHAIN DEPARTMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : nikhil.bhandari
Serial No : 13183FB

SECTION-1 (IFB)

Page 1 of 4



BID DETAILS

NIT/Bid Document No.	NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/202101032 Dated:- 14.01.2021
Bidding Document Cost	Rs. 25,000/- (Rupees Twenty Five Thousand Only) (<i>non-refundable & non-adjustable</i>).
Bid Security Declaration	Bidder are required to submit a “bid security declaration” . Format for the same is a per Attachemnt-2 of Section-6, Forms and Procedures. Non-Submission of “bid security declaration” shall lead to disqualification of bid (Bid Security Declaration is to be valid up to 180 days beyond the date of techno-commercial bid opening).
Security Deposit/ Contract Performance Guarantee/Security	Please refer section 4 for the same
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 14.01.2021 to 04.02.2021 (upto 1030 hrs IST)
Online Bid Submission Period	From 14.01.2021 to 04.02.2021 (upto 1100 hours IST).
Techno-commercial E-bid Opening Date & Time	04.02.2021 at 1130 hrs. IST.
Pre-bid Meeting	21.01.2021 at 1130 hrs. IST. Meeting shall be addred by webex. Link mentioned below: Meeting link: https://eeslindia.webex.com/eeslindia/j.php?MTID=ma6828c7290bb1fe6f0b7426df42c54e7 Meeting number: 176 344 6004 Password: P3MvaeWXX33 Bidders are required mandatorily submit their queries in the tender before 3 days of the meeting in the prescribed format in Section-6.
Bid Validity Duration	180 days from the date of opening of techno-commercial bid.
Bid Documents Sections in this Tender	Section-2 – Information to Bidders (ITB). Section-3 – General Conditions of Contract (GCC). Section-4 – Technical Specification and Special Conditions of Contract (SCC). Section-5 – Measurement and Verification. Section-6 – Forms & Procedures.
Contact Person for Technical Queries	Mr. Gaurav Kapoor AM (Technical) (E-mail:- gkapoor@eesl.co.in) Sh. Anil Kumar Dabhade GM Tech (email: adabhade@eesl.co.in)



(Copy of the query to be marked to Contracts Dept.)	
Contact Person(s) for Tender-related Queries	Sh. Nikhil Bhandari (Engineer-SCM), email:- nbhandari@eesl.co.in Sh. Vivek Talwar (DGM-SCM), e-mail: vtalwar@eesl.co.in Sh. Kumar Saurabh (AGM-SCM)- email:- ksaurabh@eesl.co.in
RfP to be addressed to	CGM (SCM), Energy Efficiency Services Limited, Core-5, 4 th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Other Terms and Condition:

1.0 All the bids must be accompanied by the Bidding Document Cost, as mentioned above. **Bids not accompanied by the Bidding Document Cost, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.**

The Bidding Document Cost has to be necessarily submitted in the form of Demand Draft (DD)/Pay Order/Banker's Cheque in favor of "Energy Efficiency Services Limited", issued by any scheduled/nationalized bank and payable at New Delhi.

The Bidding Document Cost and the reach the following address in a sealed envelope superscribed "**Bid Document fee for NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/202101032 Dated:- 14.01.2021.**" before the submission date & time mentioned above.

CGM (SCM),
Energy Efficiency Services Limited,
Core-5, 4th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

The details of the instruments of Bidding Document Cost have to be entered online in relevant fields/columns of the module while submitting the E-bid. It must be ensured by the bidder that the original instruments towards Bidding Document Cost are received by EESL before opening time of the techno-commercial bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. EESL will not be responsible for any delay, loss or non-receipt of Bidding/RfP Document Cost or EMD sent by post/courier.

If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said Clause, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Bidding Document Cost has to mandatorily submit/upload the scanned copy of their valid original NSIC single point registration certificate/MSME along with other relevant documents as part of their online bid. Please note that no part exemption is allowed.

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

NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off-Grid/202101032 <small>Signature: Nikhil Bhandari, ST-DELHI, Oid.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN User ID : nikhil.bhandari Serial No : 13183FB</small>	SECTION-1 (IFB)	Page 3 of 4
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3.0 The subject procurement will be done through e-tendering. The NIT is available on the website <https://eesl.eproc.in> or could be viewed after following the link of 'e-Tendering' on EESL's website's Home Page, i.e., <http://eeslindia.org> from where the bidders registered with EESL (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online. The Tender submission, Tender closing and opening will be done electronically and online. Tender information is also available on <https://eprocure.gov.in>

4.0 For start-up firms, regarding the Qualifying Requirements, Gazette Notification dtd. 17-Feb-2016, G.S.R. 180 (E) and subsequent guidelines will be considered.

5.0 EESL reserves the right of reverse bidding on the prospective L-1 price in each Package. In case the discovered L-1 price of any Package is higher than the EESL-estimated cost or higher than the prevailing market price, EESL at its own discretion may go for reverse auctioning among the 60% of participant bidders of that Package in the order of L-1, L-2,..., L-7, subject to a maximum seven nos. of bidders.

NOTE: EESL has appointed M/s. C1 India Pvt. Ltd., NOIDA as implementation agency for carrying out e-Procurement. Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the E-tendering process. New bidders should register on the website <https://eesl.eproc.in> by payment of one-time registration fee of Rs. 5,000/- through DD in favor of "Energy Efficiency Services Limited".

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

Steps for Registration on EESL's E-Procurement Portal

- (i) Open portal by entering URL <https://eesl.eproc.in> in internet explorer.
- (ii) Download and read 'System Requirement Manual' and Registration Manual from our e-tendering portal <https://eesl.eproc.in>
- (iii) Click on 'Login/Sign Up' link and then Registration link for new registration.
- (iv) Fill all mandatory fields and click on submit button.
- (v) Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase which is received in your registered email id.
- (vi) Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (vii) Participating bidders are required to submit a registration fee of Rs. 5000/-. Further it is required to submit the proof of payment (Scan copy of the transaction made or DD (In favour of Energy Efficiency Services Limited) in Pdf form and click on save and send the original DD to EESL, Noida office, COVering letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen)
- (viii) Also read the instructions given under E-tendering link available at home page of EESL website www.eeslindia.org.

Note: Online registration shall be done on e-tendering website, i.e., <https://eesl.eproc.in> & in general, activation of registration may take 24 hours subject to the submission of original DD. It is sole responsibility of the bidder to register in advance.

A. Digital Signature Certificate:

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

B. EESL Global Support Telephones and e-mail id

Contact Details: +91-124-4302033/36/37, +91-8826814007
eeslsupport@c1india.com, sandeep.bhandari@c1india.com

NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10

HP/Off-Gmc/202101032

Signature: ARI, ST-DELHI, OJD.2.5.4.17-110003, OU=SUPPLY CHAI
EESL ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : nikhil.bhandari
Serial No : 13183FB

SECTION-1 (IFB)

Page 4 of 4



SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

Topics	Page No.
<u>A. The Bidding Documents</u>	05
1 <u>The bidding documents includes the following</u>	05
<u>Definitions</u>	05
<u>Interpretations</u>	07
1.2 <u>Clarification on Bidding Documents</u>	07
1.3 <u>Amendment to bidding documents</u>	08
1.4 <u>Cost of tender Documents</u>	08
<u>B. Preparation of Bids</u>	09
2.1 <u>Procedure for Submission of Bid/RfP.</u>	09
2.2 <u>Cost of Bid/ RfP</u>	10
2.3 <u>Language of Bids</u>	10
2.4 <u>Bid Security/Earnest Money Deposit (EMD) as attachment 2 in First Envelope:</u>	11
2.5 <u>Power of Attorney</u>	11
2.6 <u>Certificate regarding Acceptance of Important Conditions</u>	12
2.7 <u>Deviations.</u>	12
2.8 <u>Bid prices</u>	12
2.9 <u>Price Basis</u>	12
2.10 <u>Period of Validity of Bid</u>	13
2.11 <u>Format and Signing of Bid</u>	13
2.12 <u>Contents of the RfP/Bid</u>	13
2.13 <u>Conflict of Interest</u>	13
2.14 <u>Disclaimer</u>	14
2.15 <u>Authorized Signatory (Bidder or Consortium of bidders)</u>	14
2.16 <u>Consortium related conditions</u>	14
2.17 <u>Contact details of the Bidder or Consortium of bidders</u>	14
2.18 <u>Inspection / Checking / Testing</u>	14

<u>2.19 Removal of Rejected Goods and Replacement</u>	14
<u>2.20 Access to Bidders Premises</u>	15
<u>2.21 Taxes, Levies and Duties</u>	15
<u>2.22 Terms of Payment</u>	15
<u>2.23 Delivery Schedule</u>	15
<u>2.24 Source of Supply</u>	15
<u>2.25 Patent Indemnity</u>	15
<u>2.26. Force Majeure</u>	16
<u>2.27 Limitation of Liability</u>	16
<u>C. Submission of Bids</u>	16
<u>3.1 Sealing and Marking of Bids</u>	16
<u>3.2 Deadline for submission of bids</u>	16
<u>3.3 Late Bids:</u>	17
<u>D Bid Opening and Evaluation</u>	17
<u>4.1 Bid Opening Process</u>	17
<u>4.2 Clarification on Bids</u>	17
<u>4.3 Preliminary Examination of Bids.</u>	17
<u>4.4 Arithmetical errors rectification process</u>	17
<u>4.5 Preliminary Evaluation</u>	17
<u>4.6 Acceptance of Important Condition</u>	18
<u>4.7 Technical Evaluation</u>	18
<u>4.8 Commercial Evaluation</u>	19
<u>4.9 Evaluations of Deviations:</u>	19
<u>a) Technical and Commercial Deviations</u>	20
<u>b) Time schedule (program of performance)</u>	20
<u>c) Functional Guarantees of the facilities</u>	20
<u>d) Work, services, facilities etc., to be provided by the EESL</u>	20
<u>4.10 Illustrative Method of Evaluation</u>	20
<u>4.11 Contacting the Employer</u>	20
<u>E Award of Contract</u>	21
<u>5.1 Post qualification</u>	21

<u>5.2 Award criteria.</u>	21
<u>5.3 Quantity Variation</u>	22
<u>5.4 Additions / Alterations / Modifications</u>	22
<u>5.5 EESL's right to accept any bid and to reject any or all bids</u>	22
<u>5.6 Letter of Intent / Letter of Award</u>	22
<u>5.7 Cancellation</u>	22
<u>5.8 Modifications</u>	22
<u>5.9 Performance security</u>	23
<u>5.10 Corrupt or Fraudulent practices:</u>	23
<u>5.11 Ineligibility for Future Tenders</u>	23
<u>6.0 Liquidated Damages</u>	24
<u>7.0 Governing Law</u>	24
<u>8.0 Tax and Duties</u>	24
<u>9.0 Completion Time Guarantee:</u>	25
<u>10.0 Defect Liability</u>	25
<u>11.0 Functional Guarantees</u>	26
<u>12.0 Inspections and Tests</u>	26
<u>13.0 Insurance</u>	27
<u>14.0 Transportation, Demurrage Wharfage, Etc.</u>	27
<u>15.0 Warranty</u>	27
<u>16.0 Termination for Default</u>	28
<u>17.0. Settlement of Disputes</u>	28
<u>18.0 MSME Bidder</u>	29
<u>19.0 Third-Party Consultancy Services</u>	30
<u>20.0 Scope of Services</u>	30
<u>20.1 Standard and Special Services</u>	30
<u>20.2 Due Diligence</u>	30
<u>20.3 Reporting</u>	30
<u>20.4 Staffing</u>	30
<u>20.5 Contact Person of the Consultant</u>	31
<u>21.0 Independence of the Consultant</u>	31

<u>22.0 Commencement and Completion</u>	31
<u>23.0 Force Majeure</u>	31
<u>24.0 Suspensions or Termination</u>	32
<u>25.0 Remuneration of the Consultant</u>	32
<u>26.0 Terms of Payment</u>	32
<u>27.0 Method of Payment</u>	32
<u>28.0 Insurance against Liability and Damages</u>	32
<u>LIST OF ACRONYMS</u>	32

Signature :-
 Subject :- CM - NIKHIL BHANDARI, ST - DELHI, CID 3.5.4.17 - 130003, OU - SUPPLY CHAIN
 NIKHIL BHANDARI, O=ENB, OU=DELHI, CN=NIKHIL BHANDARI
 Serial No : 13183FB

NIT/Bid Document No. EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off
 Grid/202101032

SECTION - 2 (ITB)

Page 4 of 36

SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

Name of Work: - Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems of 1-10 HP in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under MNRE KUSUM scheme Component-B.

NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/202101032

Dated:- 14.01.2021

A. The Bidding Documents

1.1 The bidding documents include the following

Section-1	Invitation for Bids (IFB)
Section-2	Instructions to Bidder / Consortium of Bidders
Section-3	General Conditions of Contract
Section-4	Special Conditions of Contract explaining in detail technical specifications, scope of work for supply/supply and installation & Commissioning/Consultancy, drawings, documents in support of bidder's qualifications (Qualifying Requirement), and Online Price Bid format.
Section-5	Measurements and Verification
Section-6	Forms & Procedure Format of Bid Form. Format for submitting BG format in lieu of EMD. Format for Power of Attorney. Format for Certificate regarding acceptance of important terms and conditions. Format for Deviations Statement. Format for submission of Contract Performance Guarantee (CPG). Form of acceptance of Fraud Prevention Policy. Format for submitting BG for Advance Payment, wherever applicable. Format for RTGS/NEFT payments. Format for Declaration of quantity.

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of bid.

Definitions

In the "Bid / Tender / Contract Document" as herein defined where the context so admits, the following words and expression will have the following meaning:

1. "Affiliate" shall mean a company that either directly or indirectly
 - i) controls or
 - ii) is controlled by or
 - iii) is under common control with

a Bidding Company (in the case of a single company) and "control" means ownership by one company

2. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
3. "Bid / Tender" shall mean the Techno Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
4. "Bidder / Tenderer" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require";
5. "Bid Security" shall mean the unconditional and irrevocable bank guarantee/ demand draft to be submitted along with the Bid by the Bidder under ITB Clause 2.4 of this Bid;

6. "Bidding Company" shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
7. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in ITB Clause 3.2 of this Bid document including all amendments thereto;
8. "Bid Document" shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexures etc. as provided in this bid including all the terms and conditions hereof.
9. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
10. "Competent Authority" shall mean Managing Director (MD) of EESL himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
11. "Company" shall mean a body incorporated in India under the Companies Act,1956;
12. "Contract" means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
13. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation(including loading, unloading and transfer to Site), Insurance including change order.
14. "Completion of Work" means that the Project/Works have been completed operationally and structurally and Commissioning has been attained as per Technical Specifications.
15. "Commissioning" means successful operation of the Project/Works by the Contractor, for the purpose of carrying out Guarantee Test(s).
16. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
17. "Contractor's Equipment" means all plant, Works, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant and equipment, or other things intended to form or forming part of the Works.
18. "Day" means calendar day;
19. "Defect Liability Period" means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
20. "Employer" or "EESL" shall mean Energy Efficiency services Limited, New Delhi.
21. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section 3: Technical& Special Conditions of Contract of this BID;
22. "Engineer-in-Charge" shall mean the person designated from time to time by the Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
23. "Effective Date" means the date from which the Time for Completion shall be determined;
24. "GCC" means the General Conditions of Contract contained in this section;
25. "GHI" shall mean Global Horizontal Irradiation.
26. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;
27. "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
28. "The Government" means the Government of India.
29. "IEC" shall mean specifications of International Electro-technical Commission;
30. "EESL" shall mean Energy Efficiency Services Limited;
31. "Mobilization" shall mean establishment of adequate infrastructure by the Contractor at Site comprising of construction equipment's, aids, tools tackles, offices with facilities such as power, water, communication etc. including manpower comprising of Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of Work at site(s), in accordance with the agreed Time Schedule of Completion of Work.
32. "O&M/ AMC" shall mean Operation & Maintenance(O& M)/ Annual Maintenance Contract (AMC) of the supplied equipments;
33. "Parent Company" shall mean a company that holds paid-up equity capital directly or indirectly in the

Signature :-
 Nikhil Bhandari, Sr. Delhi, CID 3.5.4.17-120002, OJ- SUPPLY CHAIN
 NIKHIL BHANDARI, O=ENERGY EFFICIENCY SERVICES LIMITED, OU=HR, CN=Nikhil Bhandari
 Serial No : 13183FB

NIT/Bid Document No. EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off
 Grid/202101032

SECTION - 2 (ITB)

Page 6 of 36