

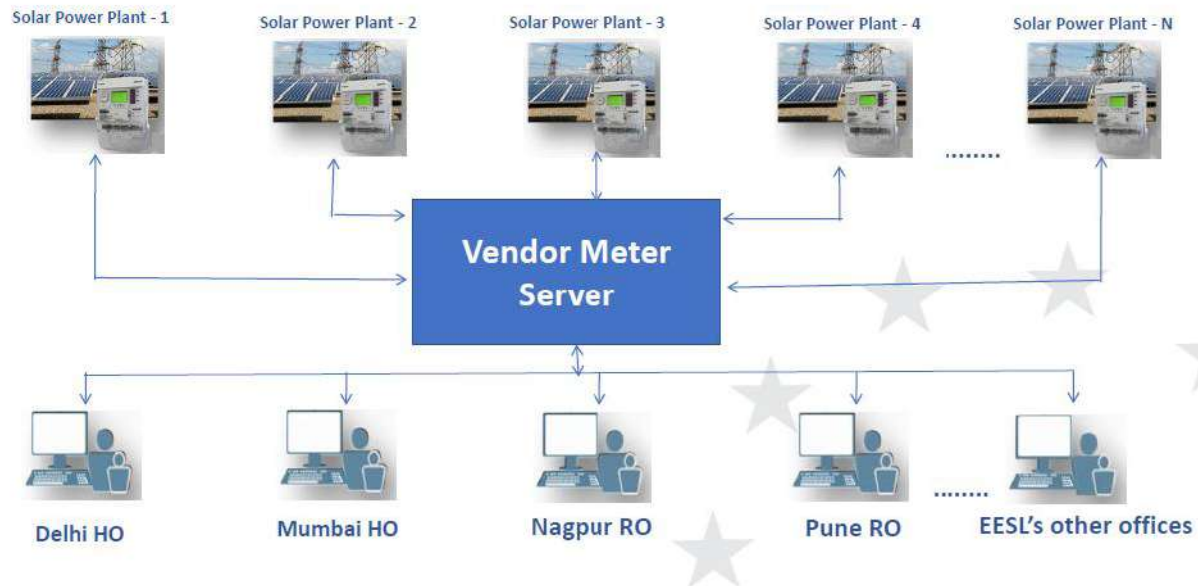
## 2. Guaranteed Technical Particulars for meter

S. No.	Technical Specification Requirements	Bidder's Offer
1.	Type of Meter	
2.	Name and model no. of offered product	
3.	Standards to which meter complies	
4.	Accuracy class <ul style="list-style-type: none"> <li>Active energy measurement</li> <li>Reactive energy measurement</li> </ul>	
5.	Metrology indicator provided on meter and switching facility for reactive & apparent energy	
6.	Variation of voltage at which system functions normally	
7.	Minimum Starting current	
8.	Maximum current	
9.	P.F. range	
10.	Power consumption per phase <ul style="list-style-type: none"> <li>Voltage Circuit Current Circuit</li> </ul>	
11.	AC and DC Auxiliary supply ratings for powering up the metering system	
12.	Sealing arrangement	
13.	Energy parameters recorded in meter	
14.	ABT compatibility	
15.	TOD compatibility	
16.	MD Reset provisions <ul style="list-style-type: none"> <li>Auto Manual</li> </ul>	
17.	Demand integration period	
18.	Load survey parameters recorded in meter	
19.	Billing parameters recorded in meter	
20.	Daily Midnight parameters recorded in meter	
21.	Communication Capability for <ul style="list-style-type: none"> <li>Local reading</li> <li>On demand Remote reading</li> </ul>	
22.	Facility of external CT/ VT error compensation	
23.	Anomaly detection features	
24.	Self-diagnostics features	
25.	Magnetic immunity	
26.	Maximum nos. of communication ports i.e. Optical, USB, RS232 etc.	
27.	DLMS Category B compliance as per IS15959	
28.	Product BIS & DLMS certification number	

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## Annexure – II

### Solution Deployment Architecture



### 3. QUALIFYING REQUIREMENTS:

The bidder has to fulfill the Qualifying Requirements and to submit the documents with necessary details pertaining to the same, as stipulated in the Annexure.

#### QUALIFYING REQUIREMENTS

In addition to the satisfactory fulfillment of requirements stipulated under section ITB, the following shall also apply:

**Note:** Apart from the criteria given below, past performance of bidder with CESL, i.e., related to quality, supply, performance, commissioning etc. shall be taken into consideration by CESL during bid evaluation.

Sr No. (A)	Criteria (B)	Documents to be submitted (C)	Particulars in brief of Documents submitted by Bidder on Covering Letter (D)
1	<p>The bidder should be a firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013, and further amendment (s)</p> <p>Consortium is allowed in this tender.</p>	<p>Photocopy of Certificate of Incorporation issued by the Registrar of Companies</p> <p>AND</p> <p>Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision/ article number which highlights the objects relating to the business fields mentioned in the previous</p>	<p>1. Nature of firm: under Companies Act.....</p> <p>2. Company Incorporation Certificate No. _____</p> <p>Date : _____,</p> <p>3. Article Number in AoA/MoA as per previous column.....</p>

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		column.	
2	<p>The bidder(s) shall be:</p> <p>(i) Manufacture of ABT based energy meters</p> <p>OR</p> <p>(ii) System Integrator for providing Control, Monitoring &amp; Reporting system i.e. ((SCADA /Data Acquisition system))</p> <p>OR</p> <p>System integrator of ABT Tariff meters with terminal modem, establish AMR data server, create a IT based solutions (dashboard) for remote monitoring of decentralized solar power plant.</p> <p>Similar works means either supply of ABT based energy meters or development of remote monitoring system for grid connected solar power plants.</p>	<p>Factory registration under Indian Factories Act, 1948 or as applicable in bidder's country/</p> <p>In case of System Integrator (SI), SI has to submit relevant documents (with undertaking on company letterhead) declaring/ highlighting the bidder as a SI</p>	<p>1. Factory license</p> <p>Or</p> <p>1. Undertaking with related documents (for SI)</p>
3	<p>The Bidder should have past experience of similar works (as mentioned above) of the following work orders:</p> <ol style="list-style-type: none"> <li>1. One work order of INR 2.3 Cr.</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>2. Two work order of INR 1.44 Cr. each</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>3. Three work order of INR 1.15 Cr. each</li> </ol>	<p>Copy of all the claimed Work/Purchase/Supply Orders/Contracts/LOAs</p> <p>AND</p> <p>Material Receipt Certificates/Work Completion Certificates/Payment Receipts/Client's Letter regarding release of Security Deposit/CPG on successful completion of Order are required to be submitted.</p>	<p>Tabular details comprising of Order No.; Order Date; Client's Name; Description of Project; Supply/Completion Period (with from/to-dates); Ref. No. &amp; Date of commissioning Certificates/ PO/Work Completion Certificates/other documents.</p>
4	<p>Bidders should have Average Annual Turnover (ATO) of at least INR 71 Lakhs for immediately preceding last three financial years 2017-18, 2018-19 and 2019-20:</p> <p>The bidder shall submit last 3 years' audited financial statements i.e. FY 2017-18, FY2018-19 &amp; FY2019-20. Turnover means operating income</p> <p>In case of Consortium Lead Bidder &amp; consortium partner must meet the above criteria collectively.</p>	<p>Duly authorized copy of audited annual report is to be submitted by respondent along with CA certificate.</p>	<p>1. M/s _____</p> <p>2017-18 _____</p> <p>2018-19 _____</p> <p>2019-20 _____</p>

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5	<p>The bidder should be profitable in last financial year i.e. 2019-2020 and the respondent should be profitable in any one of the year out of two financial years which are 2018-19, 2017-18.</p> <p>The bidder shall submit last 3 years' audited financial statements i.e. FY 2017-18, FY 2018-19 &amp; FY2019-20.</p> <p>Profitability means: Profit after tax</p> <p>In case of Consortium Lead Bidder &amp; consortium partner must meet the above criteria individually.</p>	Duly authorized copy of audited annual report is to be submitted by respondent along with CA certificate.	M/s____ 2017-18 _____ 2018-19 _____ 2019-20 _____
6	<p>The Net worth of bidder as on the last day of preceding financial year (2019-20) shall not be less than 100% of the paid-up share capital.</p> <p>The bidder shall submit last 3 years' audited financial statements i.e. FY 2017-18, FY 2018-19 &amp; FY2019-20.</p> <p>In case of Consortium Lead Bidder &amp; consortium partner must meet the above criteria individually.</p>	Duly authorized copy of audited annual report is to be submitted along with a practicing CA's certificate.	Net worth Details 2019-20: _____

### Important Points:

- CESL reserves the right not to seek any deficient document/clarifications from the bidders after opening of techno-commercial bid. If any bid is found to be in non-conformance to the tender conditions or deviating from the tender, CESL reserves the right to out rightly reject such bid without seeking any clarification. Bidder to take cognizance of the same and submit their bid accordingly.
- CESL reserves the right to use in-house available data, if required, to evaluate the tender including data/documents submitted by the bidder in their previous tender(s). however, this should not be understood that relevant documents/certificates or any other requirement as required in the instant RfP is not to be provided by any bidder participating in the tender who has earlier participated in any of the earlier tenders by CESL.

**For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSMEs relaxation will be given in this tender as per Clause No. 2.4 of Section 2 of this tender.**

### Note:

All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief in column D.

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**NIT/Bid Document No.: CESL/06/2021-22/Solar-RMS/212206008**  
**Dated: - 09.06.2021**

**SECTION-4**  
**(Technical & SCC)**

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**37**

Bidder is allowed to participate in consortium with NSIC. In case of Consortium of NSIC, the lead members & consortium partners shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.

In case party is participating in consortium as highlighted in S.no 1, the lead members & consortium partners shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.

- In case of participation as NSIC, it is clarified as consortium of maximum three members are allowed including NSIC as lead member. In one tender, only bid from one NSIC Consortium will be accepted.

- “Holding Company “and “Subsidiary “shall have the meaning ascribed to them as per Companies Act, 1956 or , in vogue.

- In case bidder has been found to be defaulting on the delivery/installation eriod (in LoA issued) as per assessment (supply, installation etc.) will be liable to be rejected.

- In case the Bidder does not meet the requirement of clause above on its own, it can quote on the basis of experience of its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company. In such a case the consolidated experience of Bidder and/or its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company shall be considered, as applicable.

- Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

- In case a bidder does not satisfy the ATO criteria, stipulated on its own, the holding company would be required to meet the stipulated turnover requirements at above, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the holding company, supported by Board Resolution, as per the format enclosed in the bid documents (attachment-9 section-6 Forms & Procedures, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award. However, Bidder & Holding company, both in this case still has to meet the profitability criteria as highlighted at clause 4 above.

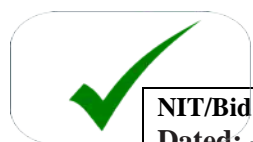
- Other income shall not be considered for arriving at annual turnover.

- The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive.

- All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief.

**NOTE:**

- 1) The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise tender will rejected.  
If bidder is not meeting any Qualification Requirement as defined above, it should clearly intimate the same in deviation form or on its letter head.
- 2) All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief in column D.



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<b>NIT/Bid Document No.: CESL/06/2021-22/Solar-RMS/212206008</b> <b>Dated: - 09.06.2021</b>	<b>SECTION-4</b> <b>(Technical &amp; SCC)</b>	<b>Page 25 of</b> <b>37</b>
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### **Consortium Conditions**

In case Bidder wishes to participate in Consortium following conditions are additionally applicable: -

- 3.1 The term Bidder used hereinafter would therefore apply to both a single entity and a Consortium/ JV.
- 3.2 A consortium of maximum two (02) members is allowed in this RfP including one as lead bidder.
- 3.3 In case of Consortium/ JV, either one may act as a lead member.
- 3.4 In case of consortium all the members should mandatorily be from the business as defined in the QR for similar work.
- 3.5 Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender.
- 3.6 Member of any Consortium/Joint Venture Firm shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture Firm in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.
- 3.7 All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Consortium/Joint Venture Firm. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response.
- 3.8 A copy of Memorandum of Understanding (MOU) executed between the members of Consortium/JV shall be submitted along with the tender. The complete details of the members of the Consortium/ Joint Venture Firm, their share and responsibility in the Consortium/JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- 3.9 Once the offer/ bid is submitted, the MOU shall not be modified / altered/ terminated during the period of execution including any extension thereafter by CESL or validity of any letter of award awarded to the said Consortium/Joint Venture Firm. In case, the tenderer fails to observe/comply with this stipulation, the full Security Deposit/ Earnest Money Deposit (EMD)/Performance Bank Guarantee (PBG) shall be liable to be forfeited.
- 3.10 A duly notarized agreement of Consortium/Joint Venture Firm shall be executed between the 'Lead Member' and Consortium/JV Partner. This Agreement should be submitted in original with your offer/ bid.
- 3.11 Authorized Member of Consortium/Joint Venture Firm: 'Lead Member' shall be authorized on behalf of Consortium/Joint Venture Firm to deal with the tender/CESL, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Consortium/Joint Venture Firm.
- 3.12 Required processing fee shall be submitted by the 'Lead Member'. Submission of processing fee by the 'Lead Member' it should be deemed as processing fee submitted by the Consortium/Joint Venture Firm.
- 3.13 Duration of MOU and Consortium/JV Agreement shall be valid during the entire execute in period/ validity of letter of award and any extension thereafter /currency of the contract including the period of extension, if any
- 3.14 Any change in constitution of Consortium/Joint Venture Firm shall not be allowed.
- 3.15 On award of any contract to the Consortium/ Joint Venture Firm, a single Performa i.e Bank Guarantee shall be submitted by the lead bidder as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, and Bank Guarantee for Mobilization Advance etc. shall be accepted only in the name of 'Lead Member' and splitting of guarantees among the members of Consortium/JV shall not be permitted.
- 3.16 Members of the Consortium/Joint Venture Firm shall be jointly and severally liable to the CESL for execution of the project/ Work/ Assignment etc. The Consortium/JV members shall also be liable jointly and severally for the loss, damages caused to the CESL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof. Governing Laws for Consortium/ Joint Venture Firm: The Consortium/JV Agreement in all respect be governed by and interpreted in accordance with Indian Laws.
- 3.17 In case a group of MSMEs registered with NSIC (under single point registration scheme) form a consortium under NSIC, the Consortium needs to provide an authorization letter from NSIC accepting the terms and conditions of tender (except for those terms and conditions in which NSIC consortia are given special status as per Government of India Policy for the Government Purchase Programme) and also provide details of Consortium members, their manufacturing capacities, the share-out of quantities with schedule of supplies as per CESL tender schedule. Further, NSIC consortium mandatorily submit their service tax, pan card and other relevant documents.

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- 3.18 Further, MSMEs are also eligible to participate in tender directly provided they meet all QRs in their individual capacities and are not part of NSIC Consortium or any other Consortium.
- 3.19 In case of Consortium of NSIC, the lead members/ partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.
- 3.20 In case of participation as NSIC, it is clarified as consortium of maximum three member are allowed including NSIC as lead member.
- 3.21 NSIC consortium members should be from industries as mentioned in Qualifying Requirement (QR).
- 3.22 In one tender, only bid from one NSIC Consortium will be accepted.
- 3.23 All correspondence by CESL will be done with 'Lead member' only.



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## **PART-D: SPECIAL CONDITIONS OF CONTRACT**

### **1. Terms of Payment**

- 1.1. All the payments shall be subject to fulfillment of the following prerequisites:
- 1.1.1. Submission of Contract Performance Guarantee (CPG) as per CPG clause.
  - 1.1.2. Acceptance of LOA and signing of Contract Agreement.

S. No	Activity	Payment Terms (% payment)	Criteria
1	Supply of Required Hardware on 40 sites of the project as per detail scope of work	70 % of Part A as per price bid table	Within 30 days of Submission of certification of supply by EIC-CESL/Authorised officer by EIC-CESL.
2	Installation, commissioning and integration of Monitoring Data with Generation of Reports on 40 sites of the project as per detail scope of work	20% of Part A as per price bid table	Within 30 days of Submission of certification of report for installation, commissioning and integration with monitoring dashboard by EIC-CESL/Authorised officer by EIC-CESL.
3	GO live as per Scope of work and full satisfaction of CESL	10% of Part A as per price bid table	Within 30 days of successful completion of all punch points, if any, with responsibility and obligation by handing over centralized remote monitoring system to CESL with Training to CESL Executives.

Note: Payments will be made on batch size of 40 nos./sites.

### **Part – B: Payment during O&M Period**

- Bidder may please note that post commissioning O&M charges for first one year shall be considered in inbuilt Project cost.
- Bidder can raise O&M bills from 2nd year onwards.
- Selected bidder(s) shall be paid O&M value (Part B) as per Price bid table on quarterly basis, as per the awarded Contract Value. Same shall be released within 30 days from date of invoice raised subject to submission of required documents, if any.
- The Bidder shall provide a 24x 7 customer helpline and qualified team of engineers to resolve any software/networking issues at the earliest through online / offline means. Any software / networking issue shall be resolved preferably within 48 hours of reporting either through Remote Access or Physical Visit.
- The Bidder shall carryout periodical checkup of the system, update the software if required, archiving and backup of database by assigned their service engineer.

#### **Notes:**

- a) **Price will remain firm till the execution of the contract.**
- b) The payment will be made to the bidder within 30 days after submission of Invoices complete in all respect i.e. with all the required documents and compliance of relevant terms and conditions of the LoA duly accepted and certified by EIC.
- c) If invoice is incomplete in any respect or if there is any non-compliance with relevant terms and conditions of LoA, 30 days shall be counted from the date of submission of all necessary documents provided that relevant terms & conditions of LoA have been completed.

### **2. Security deposit/Contract Performance Guarantee (CPG):**

Successful bidder is required to submit the performance security in the form of Demand Draft / Pay Order or Bank Guarantee for the 3% of the (total of Part A+ Part B) i.e. 3% of **Supply & Services works package+ Operation**

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**and Maintenance for 5 years cost** within 28 days from the date of issuance of LoA. The performance security must be valid to cover Delivery Period + Warranty period + Installation and Commissioning period+ Operation & Maintenance of the remote monitoring system including meter and all associated hardware/software . The performance security will be valid for initial one year and will be extendable until all the projects under the lot are successfully commissioned and maintained for 5 years. CESL reserves right to invoke Performance Security in case extended Performance Security /fresh Performance Security is not furnished at least 30 days prior to expiry of original Performance Security.

The Performance Security shall be denominated in INR.

Performance Security must be valid to cover Delivery Period + Warrantee Period+ Installation and Commissioning period+ Operation & Maintenance.

In case Bidder provides Performance Security for shorter duration, it shall be for a minimum period of 3.5 Years claim period and CESL reserves right to invoke Performance Security in case extended Performance Security /fresh Performance Security is not furnished at least 90 days prior to expiry of original Performance Security. In this regard further an undertaking has to be submitted by vendor that if vendor fails to provide second BG then CESL can impose the penalty and forfeit the Bank Guarantee.

Any delay in submission of CPG shall be deemed as accruing of financial benefit to the supplier and CESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the supplier for the period of delay. However, this provision does not bind CESL in any way from proceeding against the supplier (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non-submission of the CPG.

Bank guarantee shall be from any Nationalized Banks/other scheduled private banks as per list given in Section 4. CESL shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations.

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

### 3. Liquidated Damages:

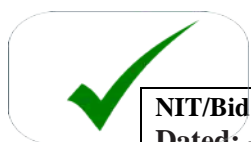
Compensation delay:

Time is the essence of the project and hence any delay in compliance to the completion timelines shall lead to penalty of 1% of Total Contract Value per week or part-thereof on prorata basis with maximum limit of 10% of the contract value may be levied to Contractor and such penalty shall be deducted from the payments due under the Contract or by invoking the Contract Performance Bank Guarantee.

### 4. Applicable Taxes, Duties & levies:

The above prices are inclusive of all cess and duties, transfer to site, insurance, other costs incidental to delivery and also excluding GST (IGST, SGST, CGST, UTGST). Successful bidder should mandatorily register under GST act of the particular state. Any other charges/cost/TA/DA is also included in the above contract price

- If there is increase or decrease in the taxes and duties subsequent to supplier's offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., CESL will reimburse the actual tax.
- In case of failure to achieve completion as per contract delivery schedule of supply, CESL will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period.



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<b>NIT/Bid Document No.: CESL/06/2021-22/Solar-RMS/212206008</b> <b>Dated: - 09.06.2021</b>	<b>SECTION-4</b> <b>(Technical &amp; SCC)</b>	<b>Page 29 of</b> <b>37</b>
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## 5. Evaluation Criterion:

- The price bids shall be evaluated as per the grand-total price of all BOQ items, i.e., the price at Total of Column 5 of the Price Bid Sheet format given at **Table-A**. The bidder having the lowest total price, of the price bid shall be lowest evaluated bidder (i.e., L-1).
- Further, in case a party is not able to supply quantity allocated to them as per scheduled timelines, CESL reserves the right to shift the part/full quantity to other bidder who has matched the price on the risk and cost of such non-performing bidder.
- In the event of tie in prices between two or more bidders, the bidder with higher turnover will be given preference in ranking & award. Avg. of last two financial years shall be considered for arriving at turnover for comparison in such cases to break the tie.
- It is mandatory to quote for all the items/services requisitioned in the Price Bid Sheet format. Non-compliant bids shall be liable for outright rejection.
- The illustrative format & notes for price bid shall be referred at **Table-A of Annexure-I**.
- If a bidder(s) has quoted for 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.
- In addition to above mentioned points, the evaluation shall be carried out in accordance with evaluation methodology stipulated in Order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade**
- The terms and conditions pertaining to MSEs shall be referred at clause 2.4 of section II of this tender and shall be applied accordingly [Refer to Important Note Given below].
- If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL should be binding on the Bidders.

### IMPORTANT NOTE:

**The benefits to MSEs as mentioned in Section 2, shall be available only for Goods/Services produced & provided by MSEs.**

**Bidder shall carefully go through the revised criteria for classification of MSEs as per Gazette ID Number CG-DL-E-01062020-219680 dated: 01-06-2020 and notifications/orders issued by Ministry of MSME from time to time.**

As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy."

MSEs seeking exemption and benefits should enclose an attested/self-certified copy of registration certificate as a part of their bid in Envelope-I, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Bidder may refer to Notes Point (c) and (g) at Page 16 of Section-2 and shall carefully go through all the guidelines mentioned in Section-2 and ensure fulfilment of all the requirements for seeking exemptions and benefits applicable to MSEs.

In case of submission of Udyog Aadhar Memorandum/Udyam Registration to claim benefits applicable to MSEs, NIC (National Industrial Classification) code mentioned below shall be acceptable as a proof of the fact that the bidder is registered as MSE for the tendered item.

Sr. No.	Description
<b>NIT/Bid Document No.: CESL/06/2021-22/Solar-RMS/212206008</b> <b>Dated: - 09.06.2021</b>	<b>SECTION-4</b> <b>(Technical &amp; SCC)</b>

1	26513	Manufacture of consumption meters for electricity, water or gas, flow meters and counting meter
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- Note: If NIC codes as mentioned above are not found in the submitted Udyog Aadhar Memorandum/Udyam Registration, then in such a case the benefits applicable to MSEs shall NOT be given to the bidder.**

#### 6. Action by CESL if L1 backs out:

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

#### 7. Adjudicator:

Adjudicator under the contract shall be appointed by the Appointing Authority i.e. MD (CESL). If the bidder(s) does not accept the Adjudicator proposed by CESL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the CESL and contractor 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 shall be carried out as per 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 DELHI shall have exclusive jurisdiction in all matters arising under the contract.

#### 9. Completion time:

The bidder has to complete the implementation of 'Design, engineering, manufacture, supply, assembly, inspection, testing and commissioning of ABT Tariff meters with terminal modem, establish AMR data server and create a IT based solutions (dashboard) for remote monitoring of decentralized solar power plant with comprehensive maintenance of 5 years" as per detail scope of work of this RFP in all respect within 5 months from the date of issuance of Letter of Award (LOA).

Bidder has to complete the work (as per RfP) in the handed over sites and prepare a IT based solution for remote monitoring having an add-on feature for sites which were subsequently handed over to the bidder. Supply/services work at site(s), which were handed over subsequently, including integration with remote monitoring dashboard is to be carried out in 2 months from the date of notification/handling over of sites

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

#### 11. Quantity Variation:

CESL reserves the right for quantity variation up to +/-20%. Further, CESL reserves the right to place a repeat order in case of urgency for part quantity in the Letter of Award for similar work on same prices, terms and conditions. Also, CESL reserve the right to ask the implementation partner(s) to deliver the part quantity placed on them anywhere in territory of India on same prices, terms and conditions. However, any such quantity

Signature of Mahendra Singh, Director, Project Management, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : mahendra.singh  
Serial No : 1318300

variation/placement of Repeat Order shall need to be authorized through prior amendment of the LOA/issuance of fresh LOA to that effect.

## 12. Insurance:

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes

## 13. Transportation, Demurrage, Wharf Age, etc.

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

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

## 14. Force Majeure

Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Government authorities, acts or war rebellion, sabotage, fire, floods, explosions riots earthquake, provided always that such occurrences result in impossibility of performance of the contract. Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

## 15. WARRANTY/GUARANTEE

Any material, equipment/hardware/software and/or accessories which prove defective or which fail to meet the design guarantee or Performance Guarantee till the conclusion of operation and maintenance period, the Contractor shall replace / rectify at his own cost such material, equipment and/or accessories. Extended guarantee shall have to be provided for such replaced/rectified Equipment /components.

Any damage or defect that may arise or lie undiscovered at the time of conclusion of operation and maintenance for 5 years, connected in any way with the equipment or materials supplied by contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same to be made good by other workman and deduct expenses from any sums that may be then or at any time thereafter, become due to the Contractor or from his CPG.

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

## 17. Interchangeability of Product

Implementation partner(s) is to submit interchangeability certificate for its product/components supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period, then the improved version of product can be used in warranty/maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost & terms and conditions.

## 18. Adherence to specifications

Signature: \_\_\_\_\_  
 \_\_\_\_\_=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID : mahendra.singh  
 Serial No : 1318300

**NIT/Bid Document No.: CESL/06/2021-22/Solar-RMS/212206008**  
**Dated: - 09.06.2021**

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Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market / other sources and recover the loss, if any, from the bidder(s) reserving to ourselves the right to forfeit the security deposit, furnished by the bidder(s) against the contract. The bidder(s) shall make its own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material shall lie entirely at the bidder's risk and responsibility and storage charges, along with any other charges applicable, shall be recoverable from the bidder(s).

19. We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one bidder.

20. The bidder(s) should not have been black-listed by Central/ State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

## 21. Bid security declaration

The bidder shall furnish, as part of its bid, a bid security declaration in a separate envelope. The bid security declaration shall be given on Rs.100 stamp paper duly notarized, as per the format given in Attachment-2 of Section-6. Scanned copy of the bid security declaration shall be submitted online while submitting the bid against serial no 2 as mentioned in Section-4 (Envelope-1 pre-qualifying documents). Hard copy of the bid security declaration shall also be submitted manually in tender box on and before Technical e-bid opening date and time.

22. **Correspondence: Post award, all correspondence by successful bidder shall be addressed to as brought out below:-**

**AM (SCM)** – for all issues pertaining to clarifications w.r.t contractual and commercial issues or requiring amendments on the terms and conditions of LOA in general.

**Engineer-In-Charge (EIC)** - all the activities pertaining to execution of the works at site, as per the provisions under the terms of the LOA, on behalf of CESL

## 23. Compliance with all Statutory Regulations:

- Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LOA including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful bidder including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub-contractor(s) also. The successful bidder shall submit the documentation to EESL, on monthly basis, as required under the applicable statutory requirements.
- Successful bidder shall indemnify EESL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. EESL has no role to play in this matter.
- Disposal of failed BOQ items shall be arranged by the successful bidder, at their own cost, as per the relevant provisions of various acts/regulation in force from time to time.
- Vendor to provide/ submit PF and ESI compliance documents to EESL on monthly basis during the contract term. Further, please make sure to have the stipulation that "if vendor do not provide PF and/or ESI or document demanded by EESL within the stipulated time lines, then EESL reserves the right to terminate the contract at vendor's risk and cost".
- Vendor to ensure that the team deployed at site is equipped with proper safety gears such as safety shoes, reflective jackets, helmets, harness etc. The team must have proper Identity card.

## 24. Documentation

Signature :-  
Subject : CN=MAHENDRA SINGH, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : mahendra.singh  
Serial No : 1318300

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**Dated: - 09.06.2021**

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File names of all the documents submitted in soft form shall contain the topic of the subject document.

## 25. Safety Compliance

- a. Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc.
- b. Successful bidder(s) to indemnify EESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or successful bidder as per settlement shall pay any other person working for him solely. *EESL has no role to play in this matter.*
- c. The Bidder is advised to take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:
  - Professional liability insurance;
  - Personal liability insurance;
  - Equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Contract; and
- d. EESL will not be responsible in case any accident/ mis-happenings with consultant employee or contract person and for any equipment damage or theft occurs and in no case EESL shall pay for it.

## 26. Labour Laws to be adhered by Successful Bidder

LOA to the contractors clearly specify that they shall ensure compliance of Labour Laws and shall indemnify EESL against the liability arising out of any injury to their workers deployed.

Advise the contractors, at various sites, to ensure compliance under the following basic Labour Acts and provisions there under on a priority basis:

- Employees Provident Fund and Miscellaneous Provisions Act, 1952 (providing for PF contributions, Employee pension and Deposit Link Insurance)
- Employees State Insurance Act, 1948 (providing for medical, disablement, dependent benefits)
- Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment)
- Minimum wages Act, 1948 (providing for minimum wages for various employments)

Further, other social security provisions have also to be complied with.

**Note:** The norms and measures mentioned are indicative and any other law/safety norms related to safety of the labour may also be adhered to.

## 27. Period of Validity of Bid

Bids shall remain valid for a period of 180 days after the closing date prescribed by the EESL for the receipt of bids. A bid valid for a shorter period may be rejected by the EESL as being non-responsive. In exceptional circumstances, the EESL may solicit the bidder's consent to an extension of the bid validity period. The request and response thereto shall be made in writing thro' letters/ e-mails. If the bidder accepts to prolong the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

## 28. Pre bid meeting :

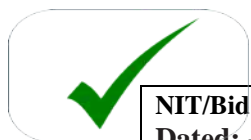
- The official representative of the Bidders may attend the pre-bid conference. The schedule of the meeting shall be as mentioned in Section-1.
- The purpose of the meeting will be to clarify any issues regarding the bid process.
- Record notes of the meeting including the text of the questions raised and responses given will be transmitted to all the bidders who were present at the meeting and will also be put on the web-site. The clarifications that



could not be furnished during pre-bid conference will be separately communicated to all the purchasers of the RFP.

- Non-attendance at the pre-bid meeting will not be a cause for rejection of a Bidder.
- Based on the discussion in pre bid meeting, EESL reserved the right for modification in RFP.
- Bidder(s) are requested to send the queries **till 5<sup>th</sup> working day after floating the tender** to the contact points mentioned in Section 1 in the following format (**excel or word editable file**). No queries shall be entertained after the deadline of submission of query is over.

<b>Name of Tender</b>				
<b>Tender No.</b>				
<b>Tender ID</b>				
<b>Bid Opening Date</b>				
<b>Bidder's Name</b>				
<b>Contact person from Bidder with address, e-mail and Contact No.</b>				
Sr. No.	Section No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
	Page No.			
	Para No/ Clause No.			
1.	Section No.			
	Page No.			
	Para No/ Clause No.			
2.	Section No.			
	Page No.			
	Para No/ Clause No.			
3.	Section No.			
	Page No.			
	Para No/ Clause No.			



Signature :-  
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