



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.

SUPPLY CHAIN MANAGEMENT DEPARTMENT

OPEN TENDER

SECTION-1

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of the Work: “Design, supply, erection, commissioning and testing of Micro-turbine with one-year comprehensive warranty for Surat (Textile)

NIT/BID Document No.:- EESL/06/2021-22/Micro-Turbine/Surat/212210058 **Date:-** 07-10-2021

EESL invites E-bids from interested bidders for the aforesaid work(s) under Single-stage Two-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.

For & on Behalf of EESL

Sr. 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/06/2021-22/Micro-Turbine/Surat/212210058 Date:- 07-10-2021	SECTION-1 (IFB)	Page 1 of 5
<small>Subject: SCM, Sachin KUMAR, SERIALNUMBER=940906594308e272911715cec7938d; ea95fa068d124509b1c2f49c50596, ST=DELHI, OID.2.5.4.17=110003, OID 7.5.4.65=h70032345701850277a7a156887ca2645335603457d1de3e6c570dd 15fc4056c, OU=SENIOR ENGINEER, O=ENERGY EFFICIENCY SERVICES LIMIT ED, C=IN User ID : sachin.kumar Serial No : 14513AF</small>		



BID DETAILS

NIT/Bid Document No.	NIT/ Bid Document No.: EESL/06/2021-22/Micro-Turbine/Surat/212210058 Date:- 07-10-2021
Bidding Document Cost	Rs. 6,000/- (Rupees Four Thousand Only) (non-refundable and non-adjustable)
Earnest Money Deposit (EMD)/ Bid Security	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, Form & Procedure.
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 07-10-2021 (Thursday) to 28-10-2021 (Thursday) (up to 1400 IST)
Online Bid Submission Period	From 07-10-2021 (Thursday) to 28-10-2021 (Thursday) (up to 1430 IST)
Techno-commercial E-bid Opening Date & Time	28-10-2021 (Thursday), at 1500 hrs. IST, online, at following address:- Energy Efficiency Services Limited Core-3, 6 th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003
Pre-bid Meeting	To be conducted online through Microsoft Team on 14-10-2021 (Thursday), 1500 Hrs IST. Interested bidder may join through the link below: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Nzk2OGU1MWYtZjQ0ZC00ODliLWE3ZjMtYjFmOGVjODQ4Njc1%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%2279fc4553-df72-4b77-abcc-f5bb29c4d2c8%22%7d
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(s) for Technical Queries (copy of the query to be marked to Contracts Dept. as well)	Sh. Girja Shankar (GM-Tech), Sh. Amit Semwal (Tech. Expert) Energy Efficiency Services Ltd. E-mail- gshankar@eesl.co.in , asemwal@eesl.co.in
Contact Person(s) for Tender-related Queries	Sh. Sachin Kumar (Sr. Engineer - SCM) Energy Efficiency Services Ltd. E-mail: u_skumar1@eesl.co.in
RfP to be addressed to	Chief General Manager(SCM), Core-3, 6 th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

NIT/ Bid Document No.: EESL/06/2021-22/Micro-Turbine/Surat/212210058
Date:- 07-10-2021

SECTION-1 (IFB)

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Subject: Sh. Sachin Kumar, SERIALNUMBER=4406534368e272911715cec7938d!
ea95fa068d124509b1c2f49c50596, S1=DELHI, OID.2.5.4.17=110003, OID
75465-h7003234570185027-7a7af56887ca264532650a457d1de3e6c570dd
15fc4056c, OU=SENIOR ENGINEER, O=ENERGY EFFICIENCY SERVICES LIMIT
ED, C=IN
User ID : sachin.kumar
Serial No : 14513AF



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

The EMD could, at the bidder's option, be in the form of a Pay Order / Banker's Cheque/DD in favour of "**Energy Efficiency Services Limited**" payable at New Delhi or in the form of a Bank Guarantee (BG) *strictly* as per format at Attachment-2 in Section-6. The BG must be issued only by any of the banks named in Annexure-I of the Attachment-2. The EMD must remain valid for a duration of 45 days beyond the original bid validity duration of 180 days, i.e., 225 days from date of techno-commercial bid opening. If any extension in bid validity is sought by EESL, the bidder may be asked to extend the validity of EMD, which the bidder shall have to do without any cost implications to EESL.

The EMD declaration must reach the following address in a sealed envelope superscribed "**EMD and Bidding Document Fee for NIT/ Bid Document No.:** "EESL/06/2021-22/Micro-Turbine/Surat/212210058 Date:- 07-10-2021" before the submission date & time mentioned above.

Chief General Manager (SCM),
Energy Efficiency Services Limited
Core-3, 6thFloor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

Bid Fee/EMD may also be submitted online through RTGS. The detail of RTGS is as mentioned below:

Account Name	Account No.	Bank Name	Branch Name	RTGS DETAIL
ENERGY EFFICIENCY SERVICES LIMITED	2164002100012319	Punjab National Bank	LARGE CORPORATE BRIN DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE, TOLSTOY MARG, NEW DELHI ,DELHI-110001

Note: Bidders submitting EMD/Bid Security through RTGS shall upload the receipt of transfer of amount in Envelope-I. Participating of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose.

The details of the instruments of Bidding Document Cost and the EMD (DD/BG, etc. as applicable) 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 and EMD 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.

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Subject: EMD, Bid Security, SERIALNUMBER=94506544368c227291715ccc7938d!
ea95fa068d124509b1c2f49c50596, S1=DELHI, OID.2.5.4.17=110003, OID
7c465-h7003234570185027-7a7af56887ca264533560a457d1de36fc570dd
15fc4056c, OU=SENIOR ENGINEER, O=ENERGY EFFICIENCY SERVICES LIMIT
ED, C=IN
User ID : sachin.kumar
Serial No : 14513AF



Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-2 (ITB) regarding submission/payment of EMD and Bidding Document Cost and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Bidding Document Cost and EMD are self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, 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 and the EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

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.

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.

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 favour 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) Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favour of “Energy Efficiency Services Limited”, New Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to EESL, New Delhi 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.

NIT/ Bid Document No.: EESL/06/2021-22/Micro-Turbine/Surat/212210058 Date: 07.10.2021 <small>Subject: C1 India Pvt. Ltd., NOIDA, SERIALNUMBER=94506854468e2272911715cec7938d; ea95fa068d124509b1c2f49c50596, ST=DELHI, OID.2.5.4.17=110003, OID.7.5.4.65=h70032345701850277a7a15688fca264533560a457d1de36fc570dd 15fc4056c, OU=SENIOR ENGINEER, O=ENERGY EFFICIENCY SERVICES LIMIT ED, C=IN User ID : sachin.kumar Serial No : 14513AF</small>	SECTION-1 (IFB)	Page 4 of 5
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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@clindia.com, sandeep.bhandari@clindia.com

NIT/ Bid Document No.: EESL/06/2021-22/Micro-Turbine/Surat/212210058 Date:- 07.10.2021 <small>Subject: CIVIL SACHIN KUMAR, SERIALNUMBER=940908594308e272911715cec7938d; ea95fa068d124509b1c2f49c50596, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=h70032345701850277a7af56887ca2645335603457d1de3e6c570dd ISIC=056c, OU=SENIOR ENGINEER, O=ENERGY EFFICIENCY SERVICES LIMIT ED, C=IN User ID : sachin.kumar Serial No : 14513AF</small>	SECTION-1 (IFB)	Page 5 of 5
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SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB)/CONSORTIUM OF BIDDERS

Name of the Work: Design, supply, erection, commissioning and testing of Micro-turbine with one-year comprehensive warranty for Surat (Textile)

NIT/BID Document No.:- EESL/06/2021-22/Micro-Turbine/Surat/212210058 Date:- 07-10-2021

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 Attachment 1: Format of Bid Form. Attachment 2: Format for submitting BG format in lieu of EMD. Attachment 3: Format for Power of Attorney. Attachment 4: Format for Certificate regarding acceptance of important terms and conditions. Attachment 5: Format for Deviations Statement. Attachment 6: Format for submission of Contract Performance Guarantee (CPG). Attachment 7: Form of acceptance of Fraud Prevention Policy. Attachment 8: Not Applicable Attachment 9: Not Applicable Attachment 10: Format for RTGS/NEFT payments.

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:

- "Affiliate" shall mean a company that either directly or indirectly
 - controls or
 - is controlled by or
 - is under common control witha Bidding Company (in the case of a single company) and "control" means ownership by one company
- "B.I. S" shall mean specifications of Bureau of Indian Standards (BIS);
- "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.
- "Bidder / Tenderer" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes BiddingCompanyincluding its successors,executors and permitted assigns jointly and severally, as the contextmay 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 Bidding Company, as the case may be;
 34. "Price Bid" shall mean separate Envelope, containing the Bidder's Quoted Price as per the format prescribed in Section-4(Technical& Special Conditions of Contract) of this BID;
 35. "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section 3: Technical& Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price Bid;
 36. "SNA" shall mean State Nodal Agency.
 37. "SCC" means the Special Conditions of Contract.
 38. "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
 39. "Services" means all those services ancillary to the supply of the Works, to be provided by the Contractor under the Contract; e.g. transportation(including loading, unloading and transfer to Site) and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required),installation,/Pre-commissioning, commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of Employer's personnel and one or two persons from the beneficiaries groups are imparted trainings etc.
 40. "Successful Bidder(s) / Contractor(s)" shall mean the Bidder(s) selected by Employer pursuant to this Bid i.e. on whom award is made. They are also called as implementing partner which includes Consultants also.
 41. "Site" means the Land and other places upon which the Works are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site. The details of the Site are as contained in Section 3: Technical& Special Conditions of Contract of this BID.
 42. "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the Work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
 43. "Standards" shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian standards(BIS), MNRE, etc.
 44. "Time for Completion" means the time within which Completion of the Project/Works is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract;
 45. "Work" means the "Goods" to be supplied and installed, as well as all the "Services" to be carried out by the Contractor under the Contract;
 46. "Wp" shall mean Watt Peak.
 47. Third Parties means to which employer has awarded some work and consultant may be required to co-ordinate with third parties as per scope of work.
 48. Agreed Remuneration means the fee to which consultant is entitled as per their quoted and agreed price according to the contract.
 49. Consultant: The consultant shall be the professional undertaking or the professional individual named in the contract who is appointed by the employer to perform the services.

Interpretations

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1.2 Clarification on Bidding Documents

A prospective Bidder requiring any clarification to the bidding documents may notify the EESL in writing or by post or by telex or telefax) at the EESL's mailing address indicated below. The EESL will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than ten (10) days prior to the deadline for submission of bids prescribed by the EESL. Written copies of the EESL's response (including an explanation of the query but not identification of its source) will be sent to all prospective Bidders that have received the bidding documents.

The address of EESL, for communication:

Chief General Manager (Supply Chain Management),
Energy Efficiency Services Limited,
C/o Floor 4th , Core 5
Scope Complex, Lodhi Road,
New Delhi-110003
Email: pkumar3@eesl.co.in

The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

EESL will also facilitate the bidder and any of its personnel or agents for getting permission from the authorities, where actual work is to be executed, to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the EESL and also the authorities, where work is to be executed, and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Whenever the bidder is silent about the acceptance of RfP/IFB conditions such as bank guarantee, warranty period, liquidated damages, certification of relation clause no.2.13 [Conflict of Interest] etc. it shall be presumed that the bidder has accepted and certified RfP/IFB conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.

The Bidder shall be deemed to have examined the Bid document, to have obtained his 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 his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, local and national 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.

1.3 Amendment to bidding documents

At any time prior to the deadline for submission of bids, the EESL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendment will be notified in writing or by cable to all prospective bidders who have purchased the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein have been taken into account by the Bidder in its bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the EESL may, at its discretion, extend the deadline for the submission of bids.



1.4 Cost of tender Documents

Interested bidder/consortium of bidders may download the RfP/ Tender documents from the website www.eeslindia.org or may purchase the detailed RfP from the EESL office, address of which is given above at 1.2, between 0900 hrs. and 1730 hrs. on working days on payment of amount as mentioned in Section-1. The payment would be accepted in the form of crossed Demand Draft (DD)/Pay Order/Banker's Cheque, drawn from any Scheduled Bank, payable at par at NOIDA, in favour of "Energy Efficiency Services Limited".

While submitting the bid (in case tender documents are downloaded from EESL website), bidder shall submit Tender Document Cost as mentioned in Section-1 in the form of DD/Pay Order/Banker's Cheque in favour of "Energy Efficiency Services Limited" payable at NOIDA along with the bid. However, bidders who directly purchase the tender documents from EESL can do so by payment of requisite bid document fee at EESL office in the form of DD/Pay order or Banker's Cheque.

B. Preparation of Bids

2.1 Procedure for Submission of Bid/RfP.

Single Stage Single Envelope Bidding Process:

The Bidder or Consortium of bidders should submit hard copy of the offer, i.e. Techno Commercial and Price Bid together in a single sealed envelope superscripted with Bid/RfP number and date, content of envelope, name of work and Bid opening date. Bid-Form, Power of Attorney, Certificate regarding acceptance of important terms and conditions, Deviations Statement, Form of acceptance of Fraud Prevention Policy, etc. as per format defined in Section-6 (Forms & Procedures) shall also be submitted in the same envelope.

Single Stage Two Envelope Bidding Process:

The Bidder shall seal the proposal in one outer and two inner envelopes labeled as Envelope-I and Envelope-II. Two Envelopes should contain the details of the offer as follows:

Envelope-I should contain (This envelope appear ONLINE in dynamic form in case of E-tenders)

- i. Tender Document Cost in the form of DD/Pay Order/Banker's Cheque (wherever applicable).
- ii. Bid Security/Earnest Money Deposit in the form of Banker's Cheque/Demand Draft/Pay order in favor of "Energy Efficiency Services Limited" or in the form of Bank Guarantee as prescribed format as Attachment-2 of Section-6 (Forms & Procedures). **(Only EMD and Bid document fee related document to be submitted by post in sealed envelopes super-scribed with RfP/Tender reference in case of e-tender).**
- iii. Power of attorney to sign the bid as Attachment-3 of Section-6 (Forms & Procedures). Bidders to use their own format.
- iv. Certificate regarding acceptance of important terms and conditions as per ITB Clause No. 4.6 as Attachment-4 of Section-6 (Forms & Procedures).
- v. Letter of the bidder submitting the bid in the form as stipulated in the bid document, i.e., as per Bid Form as Attachment-1 of Section-6 (Forms & Procedures).
- vi. Deviation statement as per Attachment-5 of Section-6 (Forms & Procedures).
- vii. Form of acceptance of EESL fraud prevention policy as per Attachment-7 of Section-6 (Forms & Procedures).
- viii. Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in qualifying Requirement.

Envelope-II should contain Price Bid, to be submitted in 2nd inner sealed envelope, shall comprise of:
(In case of E-tender Price bid is to be submitted ONLINE)

- i. Price Bid in the format prescribed in the tender document.

The entire two separately sealed envelopes will then be placed in one outer envelope, sealed and marked properly and submitted to the EESL office on or before the deadline for submission of the bid. Every