



SECTION – 1

INVITATION FOR BIDS (IFB)



INVITATION OF BID (IFB)

FOR

Name of Work: Supply, Erection/Installation and Commission of Solar Streetlights (410 Nos.) With Remote Monitoring System in Villages at Various Field Formations of DVC.

S. No.	Details	
1.	Form of Contract/Tender Category	WORKS CONTRACT*
2.	Date of issuance of IFB	07.05.2025
3.	NIT/Bid Document No.:	EESL/CC/06/CDP/2025-26/Solar LED SL/OTE/252601
4.	Funding	Domestic
5.	Name of the Employer/Buyer/Owner	Energy Efficiency Services Limited A JV of PSUs under the Ministry of Power Registered Office: Ground Floor, Core – 3, SCOPE Complex, 7 Lodhi Road, New Delhi – 110003. Corporate Office: 1 to 4th Floor, IKON Tower, FC-24C, Sector-16A, Film City, Noida-201301, U.P
6.	Publication	This invitation for bids follows the <u>e-procurement notice</u> (Invitation for Bids) for the subject package published on EESL Website and e-procurement portal (www.tenderwizard.com/EESL) and on Government of India's Central Public Procurement Portal (https://eprocure.gov.in). Any Corrigendum and/or amendments, etc. shall also be published only on the above website/portals.
7.	e-procurement portal	EESL's e-portal is www.tenderwizard.com/EESL (e-portal) Government of India's Central Public Procurement Portal is https://eprocure.gov.in (Refer Annexure-I to this Section for Important Instruction for participation in the e-Bidding through e-portal).
8.	Bidding Procedure	Single Stage Two Envelope Bidding (Domestic Competitive Bidding under e-procurement)
9.	Brief Scope of Work	The Scope of Work under this package, includes Supply, Erection/ Installation and Commission of Solar Streetlights (410 Nos.) With Remote Monitoring System in Villages Various Field Formations of DVC (The detailed scope of work is given in the Technical Specification (Part-C of Section-4) of the Bidding Documents).

10.	Work Completion Period/Delivery Schedule	<p>NoA/LoA shall be valid for 9 months from the date of issuance of work order.</p> <table><tr><th>S. No.</th><th>Milestones</th><th>Timelines</th></tr><tr><td>1</td><td>Supply material at plant site</td><td>30 days (from the date of intimation / Release Order by EESL)</td></tr><tr><td>2</td><td>Installation and commissioning</td><td>30 days (from the date of EESL's confirmation email for installation requirement)</td></tr></table> <p>For Detailed Terms and condition related to procedure of allocation of work kindly refer Section-4 Part C (Scope of work & Technical Specifications).</p>	S. No.	Milestones	Timelines	1	Supply material at plant site	30 days (from the date of intimation / Release Order by EESL)	2	Installation and commissioning	30 days (from the date of EESL's confirmation email for installation requirement)	
S. No.	Milestones	Timelines										
1	Supply material at plant site	30 days (from the date of intimation / Release Order by EESL)										
2	Installation and commissioning	30 days (from the date of EESL's confirmation email for installation requirement)										
11.	Qualifying Requirements (QR)	The detailed Qualifying Requirements (QR) are given at Section-4 Part-B(QR) .										
12.	RfP/Bidding Documents	<p>The complete RfP/ Bidding Documents are available at EESL's e-procurement portal www.tenderwizard.com/EESL.</p> <p>The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.</p>										
13.	Pre-bid meeting	<p>Pre-Bid queries (if any) may be inquired through e-mail/Letter. A query must be forwarded to EESL in the following format within 4 days of floating of inquiry. In case of queries received from more than 3 parties, the pre-bid meeting shall be conducted online on the 7th day after floating, for which requisite link attached in separate word document name as "Link for Pre-Bid Meeting" will be communicated through tender portal. "No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/Pre-Bid Conference (if applicable) as specified above". However, those Bidders who wish to attend the meeting physically (if conducted), may do so by reaching the below-mentioned address at stipulated date, Time and Place:</p> <p>Energy Efficiency Services Limited 2nd Floor, IKON Tower, FC-24C, Sector-16A, Film City, Noida-201301, U.P E-mail address: agupta@eesl.co.in, head-clustercontracts@eesl.co.in</p> <table><tr><td>Name of Tender</td><td></td></tr><tr><td>Tender No.</td><td></td></tr><tr><td>Tender ID</td><td></td></tr><tr><td>Bid Opening Date</td><td></td></tr><tr><td>Bidder's Name</td><td></td></tr></table>	Name of Tender		Tender No.		Tender ID		Bid Opening Date		Bidder's Name	
Name of Tender												
Tender No.												
Tender ID												
Bid Opening Date												
Bidder's Name												

		Contact person from Bidder with address, e-mail and Contact No.							
		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.									
For more details, refer Part A of Section-4 of RfP.									
14.	Deadline for submission of bids	Soft Copy Part of the Bids: <u>03.06.2025 up to 1100 Hrs. (IST)</u> Hard Copy Part of the Bids: <u>03.06.2025 up to 1100 Hrs. (IST)</u>							
15.	Bid Opening:	Envelope-1 (First Envelope) (Comprising Packet-I and Packet-II): Date: <u>03.06.2025</u> Time: <u>1130 Hrs. (IST)</u> Envelope-2 (Second Envelope) (Comprising Price Bid): Schedule shall be intimated after evaluation of First Envelope bids in accordance with ITB. (Bids shall be opened in the presence of the bidders' representatives who choose to attend in person at the address below or may be viewed by the bidders by logging in to the portal).							
16.	Bidding Document/Tender fee	Rs. 15,000/- (Rupees Fifteen Thousand only) (Non-refundable and non-adjustable) Document/Tender Fee must be submitted either in physical form or paid online (for details refer ITB 1.4, Section-2) .							
17.	Bid Security/EMD	Bidder have to submit EMD: INR 2,46,000/- (Rupees Two Lakhs Forty-Six Thousand only) Bid security / EMD must be submitted either in physical form or paid online (for details refer ITB 2.4, Section-2) .							
18.	MSE Benefit	Not Applicable							
NIT/Bid Document No.: EESL/CC/06/CDP/2025-26/Solar LED SL/OTE/252601 Dated 07.05.2025				SECTION- 1 (IFB)		Page 4 of 5			



19.	Address for correspondence	(By Post/In Person) Energy Efficiency Services Limited Head- Cluster Contracts 1 to 4th Floor, IKON Tower, FC-24C, Sector-16A, Film City, Noida-201301, U.P E-mail address: agupta@eesl.co.in, head-clustercontracts@eesl.co.in
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Note:

- 1.0 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB, Section-2 and the contract shall be executed as per the provisions of the Contract.
- 2.0 In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the Envelope-1 (First Envelope) bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination which do not comply conditions mentioned in S. No. 5 and 12 of Section 4 Part A (BDS). However, in case of MSEs who are exempted from submission of Bidding Document/Tender fee and Bid Security/EMD in line with **Annexure-II**, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at **ITB 4.2, Section-2**.
- 3.0 **“MSE Benefits are Not Applicable to the Subject Tender, being Works Contract.”**
- 4.0 EESL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

---- End of Section-I (IFB) ----



SECTION - 2

INSTRUCTIONS TO BIDDERS (ITB)



Preamble

This section (Section-2) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on e-portal, on line bid opening, evaluation and on contract award. This Section (Section 2) contains provisions that are to be used unchanged unless Section-4 (Part-A (BDS)) (Bid Data Sheet), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section 2 and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section – 2 & Section – 4 (Part-A (BDS)), the provisions of Section – 4 (Part-A (BDS)) shall prevail.

Bidders may note that the Employer has uploaded its “Guidelines, Policy and Procedure for Procurement of Goods, Works and Non-Consulting Services” and various relevant Circulars on EESL’s website. Those Bidders who wish to peruse the same may visit <https://eeslindia.org>. However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this “Guidelines, Policy and Procedure for Procurement of Goods, Works and Non-Consulting Services” documents or have any claim on the Employer on the basis of the same. The respective rights of the Employer and Bidders/Contractors/Suppliers shall be governed by the Bidding Documents/RfP Documents/Contracts signed between the Employer and the Contractor/Supplier for the respective tender(s). The provisions of Bidding Documents shall always prevail over that of “Guidelines, Policy and Procedure for Procurement of Goods, Works and Non-Consulting Services” documents in case of contradiction.

Further in all matters arising out of the provisions of this Section – 2 and the Section – 4 (Part-A (BDS)) of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.



SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

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SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB)

1.1 The bidding documents include the following:

Section-1	Invitation for Bids (IFB) including Annexure-I (provisions regarding registration on e-portal)
Section-2	Instructions to Bidder / Consortium of Bidders
Section-3	General Conditions of Contract
Section-4 (Part-A)	Bid Data Sheet (BDS) including Annexure-II (Provisions for MSE Bidders and Start-ups)
Section-4 (Part-B)	Qualification Requirement
Section-4 (Part-C)	Technical Specification inter alia, Scope of Work, BoQ and other Parameters
Section-4 (Part-D)	Special Conditions of Contract
Section-5	Measurements and Verification
Section-6	Forms & Procedure

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.

1.1.1 Source of Funds:

The Employer named in the **BDS** intends to use domestic funding for this Project. All eligible payments under the contract for the Tender for which this Invitation for Bids is issued shall be made by the Employer named in the **BDS**.

1.1.2 Eligible Bidders:

- (i) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that



puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Part – B, Section-4] or as a partner in a joint venture, except for alternative offers permitted under the RfP Documents. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services and Facilities that are the subject of the bid; or
- (g) a Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract; or
- (h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

(ii) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

(iii) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

1.1.3 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 or email) at the EESL's mailing address indicated in the BDS. 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.

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.1.1.2 [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 Bidding 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 labor 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 Bidding 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 only through the e-procurement portal. Further, the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have performed the requisite activity on the e-Portal for the subject tender as per the provisions of the Portal. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s) to the Bidding Documents 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.

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1.4 Cost of tender Documents

Interested bidder/consortium of bidders may download the RfP/ Bidding documents from the website/e-portal mentioned in the BDS.

While submitting the bid (in case RfP/Bidding documents are downloaded from EESL website), bidder shall submit Tender Document Cost/fee as per the details mentioned in BDS.

B. Preparation of Bids

2.1 Procedure for Submission of Bid/RfP.

Single Stage Two Envelope Bidding Process:

The Bidder shall submit their bids as Envelope-1 and Envelope-2. Two Envelopes should contain the details of the offer as follows:

Packet-1 of Envelope-I should contain (This envelope appears ONLINE in dynamic form in case of E-tenders)

- i. Tender Document Fee in the form of DD/Pay Order/Banker's Cheque (wherever applicable) or through online as per ITB sub clause 1.4.
- ii. 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).
- iii. 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 envelope super-scribed with RfP/Tender reference in case of e-tender).**
- iv. Power of attorney to sign the bid as **Attachment-3 of Section-6** (Forms& Procedures). Bidders to use their own format.
- v. Certificate regarding acceptance of important terms and conditions as per ITB sub-Clause No. 4.6 as **Attachment-4 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-6 of Section-6** (Forms& Procedures).
- viii. An undertaking by Holding company (as applicable) as per **Attachment-7 of Section-6** (Forms& Procedures).
- ix. Format for Details regarding RTGS/NEFT Payments as per **Attachment-8 of Section-6** (Forms& Procedures).
- x. Compliance Matrix/ CHECK – LIST FOR BIDDERS as per **Attachment-9 of Section-6** (Forms& Procedures).
- xi. Certification regarding Declaration of Local content as per **Attachment-10 of Section-6** (Forms& Procedures).
- xii. Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) as per **Attachment-11 of Section-6** (Forms& Procedures).
- xiii. Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in qualifying Requirement as per **Attachment-12 of Section-6** (Forms& Procedures).



- xiv. Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules (Scanned Copy to be uploaded at E-tendering portal). Bidder shall clearly mention tender reference no. and date of signing the self-declaration as per **Attachment-13 of Section-6** (Forms & Procedures).
- xv. Certificate regarding non-debarment/blacklisting/disqualification as per **Attachment-14 of Section-6** (Forms & Procedures).

Envelope-2 should contain Price Bid, 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.

2.2 Cost of Bid/ RfP

The Bidder or Consortium of bidders shall bear all costs associated with the preparation and submission of its Bid/RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by the EESL. EESL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Language of Bids

The proposal prepared by the bidder/consortium of bidders and all correspondence and documents relating to the Bid/RfP exchanged by the bidder/consortium of bidders and EESL, shall be written in English language, provided that any printed literature furnished by the bidder/consortium of bidders may be written in another language so long the same is accompanied by an English translation by authorized Translator in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.4 Bid Security/Earnest Money Deposit (EMD)

Amount of Bid Security: Bid Security/Earnest Money deposit as mentioned in BDS is to be submitted.

The bidder shall furnish, as part of its bid, a bid security in a separate envelope (ITB sub clause 2.1). The bid security shall, at the bidder's option, be in the form of a Banker's cheque, Demand Draft in favor of "Energy Efficiency Services Limited" payable at New Delhi or a bank guarantee or insurance surety bond as per format in Section 6. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period. If there is any extension in bid validity period, then EESL may ask the bidder to extend the validity of bid security.

Any bid not accompanied by an acceptable bid security, shall be rejected by EESL as being non-responsive and returned to the bidder without being opened. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated bidder.

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