



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

OPENTENDER

SECTION-1

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: -Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and O&M of grid connected Solar PV Rooftop Power Plants of cumulative capacity of 20MWp in various Buildings in Andhra Pradesh.

NIT/Bid Document No.: EESL/06/SCM/Solar-Rooftop/AP/192001039

Dated: 06/03/2020

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

Vivek Tariyal
Engineer Tech (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/SCM/Solar-Rooftop/AP/192001039

Dated: 06/03/2020

Prashant Kumar, ST-DELHI, OID:2.5.4.17-110003, OU=SUPPLY CHAIN
EESL, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : p.kumar
Serial No : 11D14A5

SECTION-1
(IFB)

Page 1 of 4



BID DETAILS

NIT/Bid Document No.	NIT/Bid Document No.: EESL/06/SCM/Solar-Rooftop/AP/192001039 Dated: 06-03-2020		
Bidding Document Cost	₹25,000/- (Rupees Twenty Five Thousand Only) (non-refundable and non-adjustable)		
Earnest Money Deposit (EMD)/ Bid Security	Sr. No	Package No	Amount (Rs)
	1	Package-I	91,52,000
	2	Package-II	1,04,00,000
	3	Package-III	19,40,000
	(EMD to be valid up to 225 days from the date of techno-commercial bid opening).		
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 06-03-2020 (Friday) to 18-03-2020 (Wednesday) (up to 1400 IST)		
Online Bid Submission Period	From 06-03-2020 (Friday) to 18-03-2020 (Wednesday) (upto 1430 IST)		
Pre-bid Meeting	12-03-2020 (Thursday), 1100 Hrs IST, at following address:- Energy Efficiency Services Limited South-East Cluster Office 3 rd Floor, Buddha Bhawan, M.G. Road, Ranigunj Secunderabad Telangana 500003		
Techno-commercial E-bid Opening Date & Time	18-03-2020 (Wednesday), at 1500 hrs. IST, online, at following address:- Energy Efficiency Services Limited Core-3, 6 th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003		
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. Anil K Dabhade(AGM-Solar), Sh. Gaurav Kapoor(AM-Tech) Energy Efficiency Services Ltd. E-mail- dabhade@eesl.co.in , gkapoor@eesl.co.in		
Contact Person(s) for Tender-related Queries	Shri Ashim Bhattacharya (CGM -SCM), Shri Prashant Kumar (GM – SCM), Shri Vivek Tariyal, (Engineer - SCM) Energy Efficiency Services Ltd. E-mail: abhattacharya@eesl.co.in , pkumar3@eesl.co.in , vtariyal@eesl.co.in		
RfP to be addressed to	Chief General Manager(SCM), Core-3, 6 th Floor, SCOPE Complex,		



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 must reach the following address in a sealed envelope superscribed "**EMD and Bidding Document Fee for NIT/Bid Document No.: EESL/06/SCM/Solar-Rooftop/AP/192001039 Dated: 06/03/2020**" before the submission date & time mentioned above.

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

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.

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", Noida) in PDF format of INR 5,000/- and click on save and send the original DD to EESL, Noida office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).
- (viii) Also read the instructions given under E-tendering link available at home page of EESL website www.eeslindia.org.

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

A. Digital Signature Certificate:

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

B. EESL Global Support Telephones and e-mail id

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



SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

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



<u>2.18 Inspection / Checking / Testing</u>	14
<u>2.19 Removal of Rejected Goods and Replacement</u>	14
<u>2.20 Access to Bidders Premises</u>	15
<u>2.21 Taxes, Levies and Duties</u>	15
<u>2.22 Terms of Payment</u>	15
<u>2.23 Delivery Schedule</u>	15
<u>2.24 Source of Supply</u>	15
<u>2.25 Patent Indemnity</u>	15
<u>2.26. Force Majeure</u>	16
<u>2.27 Limitation of Liability</u>	16
<u>C. Submission of Bids</u>	16
<u>3.1 Sealing and Marking of Bids</u>	16
<u>3.2 Deadline for submission of bids</u>	16
<u>3.3 Late Bids:</u>	17
<u>D Bid Opening and Evaluation</u>	17
<u>4.1 Bid Opening Process</u>	17
<u>4.2 Clarification on Bids</u>	17
<u>4.3 Preliminary Examination of Bids.</u>	17
<u>4.4 Arithmetical errors rectification process</u>	17
<u>4.5 Preliminary Evaluation</u>	17
<u>4.6 Acceptance of Important Condition</u>	18
<u>4.7 Technical Evaluation</u>	18
<u>4.8 Commercial Evaluation</u>	19
<u>4.9 Evaluations of Deviations:</u>	19
<u>a) Technical and Commercial Deviations</u>	20
<u>b) Time schedule (program of performance)</u>	20
<u>c) Functional Guarantees of the facilities</u>	20
<u>d) Work, services, facilities etc., to be provided by the EESL</u>	20
<u>4.10 Illustrative Method of Evaluation</u>	20
<u>4.11 Contacting the Employer</u>	20



<u>E Award of Contract</u>	21	
<u>5.1 Post qualification</u>	21	
<u>5.2 Award criteria.</u>	21	
<u>5.3 Quantity Variation</u>	22	
<u>5.4 Additions / Alterations / Modifications</u>		22
<u>5.5 EESL's right to accept any bid and to reject any or all bids</u>	22	
<u>5.6 Letter of Intent / Letter of Award</u>	22	
<u>5.7 Cancellation</u>	22	
<u>5.8 Modifications</u>		22
<u>5.9 Performance security</u>	23	
<u>5.10 Corrupt or Fraudulent practices:</u>	23	
<u>5.11 Ineligibility for Future Tenders</u>	23	
<u>6.0 Liquidated Damages</u>	24	
<u>7.0 Governing Law</u>	24	
<u>8.0 Tax and Duties</u>	24	
<u>9.0 Completion Time Guarantee:</u>	25	
<u>10.0 Defect Liability</u>	25	
<u>11.0 Functional Guarantees</u>	26	
<u>12.0 Inspections and Tests</u>		26
<u>13.0 Insurance</u>	27	
<u>14.0 Transportation, Demurrage Wharfage, Etc.</u>	27	
<u>15.0 Warranty</u>	27	
<u>16.0 Termination for Default</u>	28	
<u>17.0. Settlement of Disputes</u>	28	
<u>18.0 MSME Bidder</u>	29	
<u>19.0 Third-Party Consultancy Services</u>	30	
<u>20.0 Scope of Services</u>	30	
<u>20.1 Standard and Special Services</u>		30
<u>20.2 Due Diligence</u>	30	
<u>20.3 Reporting</u>	30	



<u>20.4 Staffing</u>	30
<u>20.5 Contact Person of the Consultant</u>	31
<u>21.0 Independence of the Consultant</u>	31
<u>22.0 Commencement and Completion</u>	31
<u>23.0 Force Majeure</u>	31
<u>24.0 Suspensions or Termination</u>	32
<u>25.0 Remuneration of the Consultant</u>	32
<u>26.0 Terms of Payment</u>	32
<u>27.0 Method of Payment</u>	32
<u>28.0 Insurance against Liability and Damages</u>	32
<u>LIST OF ACRONYMS</u>	32



SECTION-2

INSTRUCTIONS TO THE BIDDER (ITB)/CONSORTIUM OF BIDDERS

Name of the Work: Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and O&M of grid connected Solar PV Rooftop Power Plants of cumulative capacity of 20MWp in various Buildings in Andhra Pradesh

NIT/Bid Document No.: EESL/06/SCM/Solar-Rooftop/AP/192001039 **Dated:** 06-03-2020

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:

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

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



2. "B.I. S" shall mean specifications of Bureau of Indian Standards (BIS);
3. "Bid / Tender" shall mean the Techno Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
4. "Bidder / Tenderer" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require";
5. "Bid Security" shall mean the unconditional and irrevocable bank guarantee/ demand draft to be submitted along with the Bid by the Bidder under ITB Clause 2.4 of this Bid;
6. "Bidding Company" shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
7. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in ITB Clause 3.2 of this Bid document including all amendments thereto;
8. "Bid Document" shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexures etc. as provided in this bid including all the terms and conditions hereof.
9. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
10. "Competent Authority" shall mean Managing Director (MD) of EESL himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
11. "Company" shall mean a body incorporated in India under the Companies Act, 1956;
12. "Contract" means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
13. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation (including loading, unloading and transfer to Site), Insurance including change order.
14. "Completion of Work" means that the Project/Works have been completed operationally and structurally and Commissioning has been attained as per Technical Specifications.
15. "Commissioning" means successful operation of the Project/Works by the Contractor, for the purpose of carrying out Guarantee Test(s).
16. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
17. "Contractor's Equipment" means all plant, Works, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant and equipment, or other things intended to form or forming part of the Works.
18. "Day" means calendar day;
19. "Defect Liability Period" means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
20. "Employer" or "EESL" shall mean Energy Efficiency services Limited, New Delhi.
21. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section 3: Technical & Special Conditions of Contract of this BID;
22. "Engineer-in-Charge" shall mean the person designated from time to time by the Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
23. "Effective Date" means the date from which the Time for Completion shall be determined;
24. "GCC" means the General Conditions of Contract contained in this section;
25. "GHI" shall mean Global Horizontal Irradiation.
26. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;
27. "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.

