

**ENERGY EFFICIENCY SERVICES LIMITED
(A JV of PSUs under the Ministry of Power)**

REQUEST FOR PROPOSAL

FOR

Hiring of agencies to conduct detailed study on promotion and advancing cooling as a service model (CaaS) in the country for public buildings

(Last date for submission of Proposal:
15.03.2023 up to 1100 Hrs. IST)

Registered & Corporate Office

**CCI Building, 4th Floor,
Core - V, SCOPE Complex,
Lodhi Road, New Delhi - 110003**

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HIRING OF AGENCIES TO CONDUCT DETAILED STUDY ON PROMOTION AND ADVANCING COOLING AS A SERVICE MODEL (CAAS) IN THE COUNTRY FOR PUBLIC BUILDINGS.

NIT NO.: EESL/06/2022-23/GEF-6/CaaS/OTE/222301019, Dated: 21.02.2023

1. Introduction

1.1 Energy Efficiency Services Limited (hereinafter referred to as 'EESL' or 'Company' or 'Owner' or 'Employer') is a Joint Venture of Power Grid Corporation of India Limited (PGCIL), NTPC Limited (NTPC), Power Finance Corporation Limited (PFC) and Rural Electrification Corporation Limited (REC) to facilitate implementation of energy efficiency projects. EESL is working as an ESCO, as Consultancy Organization for CDM, Energy Efficiency, etc.; as a Resource Center for capacity building of SDAs, Utilities, financial institutions, etc. EESL is also leading the market-related actions of the NMEEE. It is first such company exclusively for implementation of energy efficiency in South Asia and amongst a very few such instances in the world.

2. About subject assignment

EESL intends to hire an agency (the words consultant and agency are used interchangeably) to conduct detailed study on promotion and advancing **Cooling as a service model** in the country for public buildings under the UNEP-GEF program with EESL. The modalities of the transactions and their respective interfaces will be designed after the detailed project studies.

3. Scope of Work

- a) Preparation of detail project report.
- b) Study, analyse and evaluate the suitable strategy for the selection partners and Government institutions who will benefit most by taking up such projects.
- c) Conduct the techno-economic studies and lead the design and development of the CaaS contract agreement applicable for the two selected pilot projects in the selected organisations from the public sector.

A. Detailed Scope of work:

The project aims to demonstrate Cooling as a Service model (CaaS) in upcoming new public buildings or retrofitting in the existing public buildings air conditioning systems. EESL endeavors to provide project financing and recover the investments

from the services that ensue. The modalities of the transactions and their respective interfaces will be designed after the detailed project studies. It is envisaged that this project shall have significant application in the country and the pilot demonstration projects could pave the way for transforming the efficient cooling market in Indian cities and towns.

The probable buildings that can qualify under this pilot project includes government office buildings/government hospitals/corporate office of public sector company (SBI, SIBI, IOCL, BPCL, GAIL etc.)/training centres/Government educational institutes/municipal buildings, etc.

B. Key activities:

1. Interact with key stakeholder to study, analyze and evaluate the suitable strategy for the selection of the pilot city, partners and Government institutions who will benefit most by taking up such projects.
2. Providing support to conduct stakeholder discussions and capacity building workshops on the CaaS model for key stakeholders including probable clients;
3. Identification of **two** demonstration projects for public buildings in Chennai, Pune and/or other cities.
4. Conduct the techno-economic studies and lead the design and development of the CaaS contract agreement applicable for the two selected pilot projects in the selected organizations from the public sector with following scope of work:
 - a. Potential assessment and development of baseline with clear identification of adjustment factors considering variation in operational aspects and impact of outside/inside conditions.
 - b. Preparation of detail project report consisting of
 - i. Baseline development with relevant adjustment factors to the baseline parameters.
 - ii. Techno-economic potential study (costs-benefits, IRR etc.).
 - iii. Locally relevant barriers that may be faced and proposed solutions.
 - iv. Technical design and specifications for the equipment, including its required HW & SW measurement systems.

- v. Development of CaaS models with required financial modelling (covering CAPEX, expenses, revenues, returns over life cycle etc.) and financial statement for the project.
 - vi. Recommendations for implementation with roles and responsibilities of participating organizations, including the roles and adaptations required in operating the CaaS agreement.
 - vii. Join meetings with EESL, UNEP, their representatives/experts and possibly a potential client representative, and other key stakeholders to receive inputs and adapt the offer.
 - viii. Report should be prepared and structured as per the requirement of EESL and participating government organizations.
- c. Support the preparation of the procurement plan specific to the public sector.
- d. Lead the design of the contract covering technical, operational, commercial, financial, and legal aspects for Cooling as a service model. The overriding requirements of the contract development should include the following:
- i. The legal agreement needs to be a standard document that will be acceptable to a number of off takers
 - ii. The agreement must recognize that the off taker is a public entity
 - iii. The agreement should not lead to protracted legal negotiations for each agreement entered into
 - iv. The contract should establish conditions favorable both for the solution provider and for their client, aiming to find the middle ground between the interests of these two parties.
 - v. The contract should allow for the option for off-balance financing if possible, and consider the most efficient tax arrangement for both parties, avoid regulation conflicts and maximize potential tax or fiscal benefits or incentives that these types of projects or clients might receive.
 - vi. Participate in 6-7 discussion meetings of 1 hours each in order to receive inputs and adapt the contract if needed (virtual or in person, no traveling required)
- e. Seek inputs on the draft report from relevant stakeholders and update the report based on expert comments;

- f. Make the presentation to the EESL and participating beneficiaries to discuss the implementation plan.
 - g. Support in selection of service provider (and any other entity which will interact in the implementation and operation of the solution offered) or otherwise directly the technology providers.
5. Prepare a case study on the project including deliverable presentation

C. Deliverables

1. Draft Project development process report (inception report)
2. Proceeding reports of Stakeholder / capacity building workshops on CaaS.
3. Presentation on draft & final report.
4. Two hard copies of Techno-economic draft report.
5. Two hard copies of Techno-economic final report using the following paper quality in PUR binding.
 - a. Text Papers: ECO Mark-Mapliptho paper of 100 GSM conforming to BIS specification 1848:2007 with latest amendments with smooth finish on both sides.
 - b. Cover Paper: White Art Card of 220 GSM conforming to BIS specification 4658:1988 with latest amendments.
6. Two hard copies of final technical section of bid document.
7. Two hard copies of Standardised CaaS contract
8. Soft copies of all reports and all back-up information

Note: All statements in the deliverables must be built on reliable sources, and appropriate citation shall be provided by the Consultant, wherever possible. Also in this context, superior standards of quality and precision are mandatory. Any recommendations and estimations must be based on profound and diligent inquiries. All deliverables shall be in English Language. Consultant is asked to make full use of publicly available data and other existing sources to ensure a time and cost-effective completion of the assigned tasks; providing these sources are reliable, up-to-date, correctly referenced and used according to copyright regulations.

D. Team members

Experts	Deliverables	Man- months
Energy efficiency expert	<ol style="list-style-type: none"> 1. Minimum 18 years of experience in design of ESCO or energy efficiency projects. Experience of working internationally on design of HVAC systems for buildings and CaaS/ESCO projects is highly desired. 2. Good understanding of building design/municipal building byelaws and energy conservation building codes. Understanding of Government building design is highly desired. 3. Experience of preparing bill of quantity and technical specifications as per Government schedule of rates (SoRs). 4. Green building expert and Certified energy auditor and certified M&V expert (submit proof). 5. Degree in engineering preferably chemical/electrical/mechanical/architecture (submit proof). 6. Experience in digital technologies (hardware and software) for remote monitoring of equipment (digital twins and cloud technologies), and blockchain (optional) 	4 Man- Months
Legal expert	<ol style="list-style-type: none"> 1. Minimum 12 years of experience in drafting ESCO/PPP contracts (preferably international experience) 2. Local understanding of legal framework and judiciary process/PPP and ESCO guidelines. Experience in dispute resolution of PPP projects. 3. Degree in law and practicing lawyer (preferably international degree) 	2 Man-Months

Experts	Deliverables	Man- months
	<p>4. The consultant should have specific experience in service contractual arrangements for the execution, subcontracting and outsourcing of works, products or services; and experience working with public entities in, preferably related to the acquisition, installation and maintenance of equipment in India.</p> <p>5. Experience in structuring Power Purchase Agreement contracts or other service contracts is a strong advantage.</p> <p>6. Beyond legal and technical capacities, it is crucial that the legal consultant has a broad understanding of the needs and characteristics of local energy efficient cooling technology providers and their potential clients, especially in the public sector.</p> <p>Additional information on the lawyer's profile and background requirements should be included in the proposal.</p>	
Financial and Commercial expert	<ol style="list-style-type: none"> 1. Minimum 12 years of experience in preparing financial models for PPP/ESCO projects. Sounding understanding of project financing including support in capital structuring of PPP project (preferably international experience). 2. Understanding of commercial and regulatory aspects in ESCO/PPP projects including energy tariffs/energy regulations and technical calculations for energy saving for ESCO projects. 3. Experience in financial risk analysis and mitigation. 4. Chartered accountant/MBA in finance from reputed institute. 	1 Month
2 nos. certified energy auditors	<ol style="list-style-type: none"> 1. Certified energy auditors with minimum 8 years of experience in energy auditing. 2. Experience in field measurements, data collection and analysis for HVAC system and in building energy efficiency. Good understanding of building design codes. 3. Engineering Degree in chemical/mechanical/electrical/architecture. 	2 Man-Months

3.1 Completion Period

The timeline for the work is 6 months from the date of LoA; however, it may be extended with no financial implication to EESL, subject to finalization of the requisite documents mentioned in the Scope of Work in this tender document.

1. **Draft Project development process report (inception report)** for pilot city/State PWD/PSU's/Railways to adopt CaaS in India with EESL and to open market for local ESCO's - 2 weeks from the date of award of work.
 2. **Stakeholder / capacity building workshop on CaaS** - 3 weeks from the date of award of work.
 3. **Selection of public agencies and buildings for the pilot projects** - one month from the date of award of work.
 4. **Techno-economic draft report** on pilot project and suitability for CaaS with benefits and barriers analyzed along with business and financial model - 3 months from date of award of work.
 5. **Final Report**- 2 weeks after getting comments by EESL on draft report (Comments on draft report shall be provided by EESL within 2 weeks from the date of submission of draft report, this includes the timeline of 6 months.
 6. **Technical section of bid documents for service providers/technology providers and contracts** drafted for EESL - within 1 month after submission of final report.
 7. **Standardized CaaS contract** applicable to public sector in India- Within 1 month after submission of final report.
 8. **Final document of Technical Section & Standardized CaaS contract**: 2 weeks after getting comments by EESL on draft submission (Comments on draft shall be provided by EESL within 2 weeks from the date of submission of draft document, this includes the timeline of 6 months.
4. The Bidder/Agency shall not have a conflict of interest. All Bidders/Agencies found **(in the sole discretion of EESL)** 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 as per Flag-A] 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 an Agency 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.

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

4.2 Consortium bids/proposals will not be allowed.

5. **Instructions relating to submission of Proposal**

5.1 Bidding will be conducted through **Open Competitive Bidding** procedures as per the provisions of RfP Documents through e -portal i.e., <https://www.tenderwizard.com/EESL>

5.2 The Bidders are requested to note that the subject documents have been uploaded on <https://www.tenderwizard.com/EESL> and may check the various details associated with the registration of their organization on <https://www.tenderwizard.com/EESL>

Bidders may please note that for proper submission of their proposals, they are responsible and expected to apprise themselves adequately for the procedure and provisions available on the e-portal. The Company in no case shall be responsible for any issues related to timely or properly uploading /submission of the Proposal.

Bidder may refer “*General Instructions to the Bidder and To Do List*” attached as **Attachment-A** of this RfP Documents.

5.3 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfP Documents. The Pre-proposal Conference for clarifying Bidder’s queries shall be held on 01.03.2023 at 1100Hrs (IST) at EESL’s corporate office at Contracts Department, 4th Floor, Core -V, SCOPE Complex, Lodhi Road, New Delhi – 110003. The invite for attending said pre-proposal conference through online mode is given as below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTA4MTVkZjgtM2EyZC00ZWl0LTg3OTMtNDRjZmFmMjM3NWlx%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%227971dbbd-7026-4e1f-b8d2-f2cf52e7a98b%22%7d

5.4 **Preparation of Proposal/Bid:**

5.4.1 (a) **Packet-I of Envelope -1 (Techno-Commercial Bid):** Bid Security of **Rs. 78,400.00/-** (in Original) in accordance with **Attachment-A** (*General Instructions to the Bidder and To Do List*) or documentary evidence in support of exemption of Bid Security, shall be submitted in separate envelope (submission of Hard Copy in “Original” for Bid Security or “Copy” of documentary proof in support of exemption).

Note: In case MSE bidders are exempted from submission of Bid Security as **Flag-B**, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Packet-1 of Envelop-1 for the purpose of Evaluation. Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of **Bid Security/Earnest Money Deposit (EMD)** as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.

The details of EMD instrument have to be submitted in relevant field/column of online module. Tenders without Earnest Money Deposit shall be rejected outrightly. It should be ensured by the vendor that the original BG is received by EESL before deadline of submission of techno-commercial bids for verification of the details of BG given online by the vendors.

5.4.1 (b) All the Bidders except those exempted pursuant to **Flag-B** shall submit along with the hard copy part of bid a non-refundable fee as **INR 6,000.00** towards the cost of Bidding Documents in the form of demand draft in favor of Energy Efficiency Services Limited, payable at New Delhi.

Bid Fee 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 Bid Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Envelope-I. Participation 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.

Bidder's failure to submit non-refundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through EESL ONLINE PAYMENT UTILITY or subsequently pursuant to Clarification as per clause 5.8, except as exempted, shall be liable to rejection of the Bid.

5.4.2 **Packet-II of Envelope -1 (Techno-Commercial Bid):** Soft Copy Part of the Proposals must be uploaded under Single Stage Two Envelope Bidding procedure on the e-portal at or before **1100 Hrs. (IST) on 15/03/2023**. The e-Procurement system would not allow any late submission of Proposals through the e-portal after due date & time as specified.

Soft copy part of the Proposal shall comprise of following documents to be uploaded on the e-portal as per the provisions therein:

(a) **As part of First Envelope (Technical Proposal/Bid)**

(i) Letter of First Envelope Proposal in MS Word format together with the following attachments on Letter Head of the Bidders/Agency's, duly completed and signed by the Bidders/Agency's, in scanned copy as per subject RfP documents:

(a) Attachment 1: Bid Form (Format of Application) as per format at **Annexure-I**.

Note: Non submission of this Bid Form shall lead to outright rejection of Bid.

(b) Attachment 2: Power of Attorney (Bidders to use their own format)
A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and other documents and thus that the Proposal is binding upon the Bidders.

(c) Attachment-3 (Bid Security/Earnest Money Deposit (EMD)): To be submitted in original as per format at **Annexure - II** along with Packet-I of Envelope -1 (Techno-Commercial Bid) (Hard Copy Part of the Bid).

Note: Tenders without Bid Security/Earnest Money Deposit shall be rejected out rightly.

- (d) Attachment 4: Certificate of Incorporation/Registration in India as per applicable act/law (Bidders shall furnish copy of certificate of incorporation of the Company.)
- (e) Attachment 5: Certificate regarding various compliances as per **Annexure - III**.
- (f) Attachment 6: An undertaking regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per **Annexure-IV**.
- (g) Attachment 8: An undertaking by Holding company (as applicable) as per **Annexure-V**.
- (h) Attachment 9: Details, in support of meeting Qualifying Requirement /Eligibility criteria as mentioned in Flag-A, to be filled in **Annexure-VI**.

Note: Bidder to note that no document revealing the prices shall be submitted in Envelope-1 along with the techno-commercial bid. Revealing of prices at this juncture in any mode shall lead to outright rejection of bid. Prices are to be filled in Envelope-2 as per the provision(s) made available by EESL in the prescribed format uploaded on e-procurement portal.

5.4.3 Envelope - 2 (Financial Proposal/Price Bid) to be submitted in Soft Copy:

- (i) The prices are to be filled in prescribed format in soft copy (in excel format) available on e-portal only. Bidders are requested not to submit the price bid in hard copy at EESL as the same shall not be considered. Price Bid Format as attached at **Annexure-VII** in the RfP document is only for illustration/reference purpose
- (ii) Requirements for Financial Proposal/Bids

The Bidder/Agency is required to quote Prices/Fee in Indian Rupees (INR) on a lumpsum basis for complete scope of work, as per prescribed format available in the e-portal. The prices/fees quoted by the Bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fee. The fee will be payable in Indian

Rupees after successful completion of the transaction. Withholding taxes, as applicable, will be deducted at the time of making payment.

The fee quoted should be unconditional and inclusive of all expenditure. It may be noted that the Bidder cannot prescribe any time limit for validity of the financial bid. The price shall remain firm and fixed and shall not be subject to any adjustment for the entire duration of the Contract, in accordance with the provisions of the RfP documents.

- 5.5 Soft copy part of the bid shall be uploaded through the portal <https://www.tenderwizard.com/EESL> at or before the submission time and date as stipulated in the RfP document. Hard copy of the bid under Packet-I to Enevelope-1 must be received by the Employer at the address specified below no later than the time and date stated herein below:

Address in Person or by Post:

Additional General Manager (Contracts),
M/s. Energy Efficiency Services Limited
Core-5, 4th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

Deadline for submission of Hard copy of Documents

Date: 15.03.2023

Time: up to 1100 hours [Indian Standard Time (e-procurement server time)]

Address for Bid Opening:

M/s. Energy Efficiency Services Limited
Core-5, 4th Floor,
SCOPE Complex,
Lodhi Road, New Delhi-110003

The deadline for soft copy part of the bid submission is

Date: 15.03.2023

Time: 1100 hrs. [Indian Standard Time (e-procurement server time)].

Bid submission timelines will be defined as per the e-Procurement server clock only.

Time and date for Bid Opening - Envelop-I (First Envelope):

Date: 15.03.2023

Time: 1130 hours (Indian Standard Time)

Bid Title: Hiring of agency for conducting detailed study on promotion and advancing cooling as a service model (CaaS) in the country for public buildings.

NIT No.: EESL/06/2022-23/GEF-6/CaaS/OTE/222301019

Dated: 21.02.2023

First Envelope shall be opened on **15.03.2023** in the online presence of the Bidders' representatives who choose to attend at **1130 Hrs. (IST)**. The Second Envelope i.e., Price Part of only shortlisted Bidders shall be opened. Second Envelope i.e., Price Part shall be opened on a date to be intimated later in the online presence of the Bidders' representatives who choose to attend at the time and date given in the intimation for opening of Second Envelope.

- 5.6 Notwithstanding above, the Company may, at its discretion, extend the deadline for submission of soft part of the bids from 1100 hrs. (IST) to 1500 hrs. (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e., 1100 hrs. (IST) on the last day of the aforesaid deadline. Any request received by the Company thereafter i.e., beyond 1100 hrs. (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs. (IST) as above shall be given by the Company.

The e-mail IDs for aforesaid purpose are:

pankajkumar@eesl.co.in ;

prabodh.singh@eesl.co.in ;

- 5.7 The company reserves the sole right to accept or reject any or all the proposals thus received without assigning any reasons thereof.

5.8 Clarification of Proposals

During proposal evaluation, the Company may, at its discretion, ask the Bidder for a clarification of its proposal. In case of erroneous/non submission of following documents:

- i) related to/identified in Sub-Clause 5.4.2(a) (*except for Attachment-1 (Application) and Attachment-3 (Bid Security)*) above required to be submitted by the Bidder as per the provisions of the RfP Documents;
- ii) Online Payment Acknowledgement towards the Bid Document fee (*applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids*). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification

The Company may give the Bidder not more than 05 working day' notice to rectify/furnish such documents, failing which the proposal shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.

6. Evaluation Process

6.1 The First Envelope of the Bids will be evaluated on the undertakings/documentary evidence required to be submitted for fulfillment of all the conditions as mentioned in Sub-Clause 5.4 above and as mentioned herein below.

6.1.1. **Qualification:**

The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Eligibility and Qualification Requirement specified in **Flag-A** to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Eligibility and Qualification Requirement shall be final and binding.

The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other

information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer.

The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract. An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

The Second Envelope of only those Bidders (shortlisted Bidders) will be opened who submit all undertakings/confirmation about fulfillment of the conditions mentioned in Sub-Clause 5.4 above and meets the eligibility and qualifying requirements as per **Flag-A**.

The shortlisted Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals/Price Bids. The date and time of opening of the Financial Proposals/Price Bids would be intimated/announced to the shortlisted Bidders. Bids with conditionality will be summarily rejected.

Preference to MSE Bidders shall be applicable as per **Flag-B**.

6.2 Arithmetic errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the prices in words shall be taken as the final price for all purposes.

6.3 Procedure for Selection of Agency

The Bidder who has quoted the lowest qualified and responsive total price shall be appointed as successful Agency. In case of tie in the total lowest price, the Bidder with highest Turnover (Gross/Total value indicated in Profit & Loss statement for last FY i.e., FY 2021-22) shall be considered as successful Agency. The Notification of Award to the successful Agency shall be issued as per the format attached here as **Attachment-B** and Contract Agreement shall be signed as the format attached here as **Attachment-C**. The said Notification of Award shall be treated as formation

of Contract and effective date of Contract for commencement of services, to be rendered by Agency under subject tender, shall be date of Notification of Award.

7. **Contract Performance Guarantee (CPG) (format attached as Attachment-E):** Within twenty-eight (28) days of the receipt of the Notification of Award (NOA) of Contract from EESL, the bidder(s) shall furnish Security Deposit (SD)/Contract Performance Guarantee (CPG) in the form of a DD/Bank Guarantee (BG)/ e-BG of value equaling 3 % of the total Contract value. The SD/CPG Bank Guarantee must be valid to cover the contract period of NOA/LOA + three (3) months' Claim period. Any delay in submission of SD/CPG or SFMS confirmation whichever is later shall be deemed as accruing of financial benefit to the bidder(s) and EESL may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the bidder(s) for the period of delay. However, this provision does not bind EESL in any way from proceeding against the bidder(s) (including forfeiture of EMD, cancellation of the LOA, etc.) for non-compliance towards non-submission of the SD/CPG. The BG shall be from any Nationalized Bank/other scheduled Private banks/International banks, to be from among the list of banks given at **Attachment-E**, EESL shall at its discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder(s) in connection with the contract. Failure of the bidder(s) to comply with the requirements of IFB/Tender/NIT/LOA shall constitute enough grounds for the annulment of the award and forfeiture of the SD/CPG. BG will be released on Closure of Contract.

This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC0000007.

BG advising message - IFN 760COV / IFN 767COV via SFMS	
Field Number	Particulars (to be mentioned in Row 1)
7037	EESL543840944

8. **Payment Terms**

The fee will be payable in Indian Rupees as per the following:

Phase/ Activity		Scope	Deliverables	Timelines	Milestone Payment
PRE-IMPLEMENTATION (Phase 1)	I	Draft project development process for pilot city/State PWD/PSU's/Railways to adopt CaaS in India with EESL and to open market for local ESCO'	Project Development concept note, Prelim Study report about the CaaS model	Within one month of awarding of LoA	-
		Stakeholder / capacity building workshop on CaaS	Stakeholder Consultation report		
		Selection of public agencies and buildings for the pilot project	Pre-Implementation report		
IMPLEMENTATION (Phase 2)	II	Techno commercial Report on the pilot project and Suitability for CaaS with benefits and barriers analyzed	Final Report on CaaS Model for implementing EE Cooling technologies in public building at two cities	Within 3 months of awarding of LoA	60%
	III	Financial and Business model for CaaS			
POST IMPLEMENTATION (Phase 3)	IV	Model bid documents for service providers/technology providers and contracts drafted for EESL	Model Bidding Documents with technical Section, Preparation of Scope of work for Service providers	Within 6 months of awarding of LoA	10%
	V	Support EESL or respective organization on bid analysis and contract negotiation with service provider	Finalization of Bidding Documents, Technical Specifications.		
	VI	Standardized CaaS contract applicable to public sector in India	Final Standard Contract document for CaaS model		20%
	VII	Project Case Study and conduct of webinar	Case Study report	As per requirement	10%

- a) The payment shall be processed only upon receipt of (i) acceptance of LoA and signing of contract agreement; (ii) submission of CPG as per tender documents in addition to deliverable documents.
 - b) The Consultant/Agency must submit all the documents/reports as per the deliverables of this tender document. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by EESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions.
 - c) The amount will be payable in Indian Rupees as per payment milestones/terms after successful completion of services rendered as per the deliverables mentioned in scope of work.
 - d) No advance payment shall be made.
 - e) Agency will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by EESL Officer in charge (OIC) or its authorized representative.
 - f) The Fee shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice.
 - g) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).
 - h) The payment will be made within 30 days from compliance of Payment Terms as mentioned above.
9. Sub-contracting of the assignment will not be allowed. The appointed Agency shall be solely responsible for all the required final deliverables.

10. Handling of Documents

- 10.1 All documents prepared by Agency in connection with the services to be provided by the Agency shall be the property of the Company. As and when required or upon termination of the contract, the aforesaid documents prepared specifically for this Assignment (including originals) shall be handed over to the Company before final acceptance or thereafter. Agency can retain one copy of the documentation (including working papers) relating to advice or report it may provide as a part of this assignment subject to confidentially obligation specified in clause 10.2. Further, the documents to be handed over the Company would not include the internal checklist and discussion/review notes prepared.

- 10.2 Agency shall take all necessary steps as per relevant law to ensure confidential handling of all matters pertaining to any information developed or acquired by him from the Company under terms of the contract or in performance thereof.
- 10.3 Agency shall not prepare articles or photographs for publication or speeches about the work and/or plan, contracts and installation in which Company has an interest without prior written consent of Company.
- 10.4 Agency shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Acts, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.
- 10.5 After receiving Notification of Award, successful Agency shall sign & seal the Confidentiality Undertaking as per **Attachment-D** prior to signing of Contract Agreement.
11. **Liquidated Damages:** In case of any delay by the Agency beyond the stipulated Completion Period given at sl. no. 3.1 above, including any extension permitted in writing, EESL reserves the right to recover from the Agency a sum equivalent to 0.5 % of the total Contract value + GST (as applicable) for delay per week and part thereof, subject to a maximum of 5 % of the total value of the contract + GST (as applicable). **For the avoidance of doubt, right to levy Liquidated Damages is without prejudice to other right and remedies available to EESL and is in addition of the right to terminate this Agreement, at risk and cost of the Agency.**

12. Liability of the Agency

- 12.1 Any mistake or inadequacy appear in the documents submitted by the Agency, the Agency shall perform at its own initiative and no extra cost to EESL, all such services as shall be necessary to remedy the said mistake or inadequacy.
- 12.2 The Agency shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually paid or payable to the Agency.
- 12.3 Agency shall indemnify and hold harmless EESL against any and all claims, demands, and/or judgements of any nature brought against EESL arising out of the services by Agency and its staff under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

13. Termination

13.1 Termination for Defaults:

13.1.1 The EESL may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the contract in whole or in part:

- a) if the Agency fails to deliver any or all of the services within the time period(s) specified in the contract or any extension thereof granted by the owner in writing.
- b) if the Agency fails to perform any other obligation(s) under the contract; or
- c) if the Agency in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from the owner.

13.1.2 In the event of owner terminating the contract in whole or in part, pursuant to clause 13.1.1. the owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the Agency shall be liable to the owner for any excess costs for such similar services subject to limitation of liability applicable under Clause 12 above. However, the Agency shall continue performance of the contract to the extent not terminated.

13.2 Termination for Convenience

13.2.1 The owner may be giving written notice to the Agency, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the termination is for owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

13.2.2 The services that are completed and ready for final submission within thirty days after the Agency receipt of notice of termination shall be accepted by the owner at the contract terms and prices. For the remaining services, the owner may elect:

- a) to have any portion completed and delivered at the contract terms and provisions and /or

- b) to cancel the remainder and pay to the Agency an agreed amount for partially completed services.

13.3 **Termination for Insolvency**

13.3.1 The owner may at any time terminate the contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the owner.

14. **Force Majeure**

14.1 Force Majeure is hereby defined as any cause which is beyond the control of Agency or the owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of contract such as:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes

provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

14.2 Agency or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Agency performance of their obligations has been delayed for other causes.

15. **Settlement of Dispute:** Agency and EESL agree that avoidance or early resolution of disputes is crucial for smoothly executing the contract and completing the assignment. 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.

15.1 **Dispute Resolution**

15.1.1 If any dispute of any kind whatsoever shall arise between the EESL and the Agency in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities – whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation within 30 (thirty) days from the date commencement of such mutual consultation, then the dispute shall be referred in writing by either party to the Arbitration as per the provision provided in the Agreement.

15.2 **Arbitration**

15.2.1 **In case the Contractor is a Public Sector Enterprise or a Government Department**

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In case the Contractor is not a Public Sector Enterprise or a Government Department

Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the

Arbitration, of single arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any and all amendment thereunder. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India. Notwithstanding any reference to the Arbitration herein, parties shall continue to perform their respective obligations under the Contract, except for the matter under dispute pursuant to Arbitration proceedings.

16. For any correspondence during tendering stage, please contact the following:

DGM (Contracts)/ Engineer (Contracts)
4th Floor, Core -V, SCOPE Complex,
Lodhi Road, New Delhi - 110003
Kind attention- 1. Sh. Prabodh Kumar Singh
2. Sh. Pankaj Kumar
e-mail: prabodh.singh@eesl.co.in
pankajkumar@eesl.co.in

17. The officer in charge during execution of Contract shall be as per the following:

Sh. Girja Shankar,
Head CDP/GM (Tech.)
NFL Building, 6th Floor,
Core - III, SCOPE Complex,
Lodhi Road, New Delhi - 110003
e-mail: gshankar@eesl.co.in

Attachment-1

BID FORM (FORMAT OF APPLICATION)

To,
DGM (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Subject:- **Date:-xx-xx-xxxx**

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for *Hiring of agency for conducting detailed study on promotion and advancing cooling as a service model (CaaS) in the country for public buildings* as detailed below:

2.0 **I. Packet-I of Envelope 1:**

- (a) **Bid Fee:** Fee towards cost of RfP Documents 5.4.1 or documentary evidence as mentioned in **Flag-B** of RFP in support of exemption of Document Fee.
- (b) **Bid Security Fee/Earnest Money Deposit as Attachment-3** : In the form of Banker's Cheque / Demand Draft drawn in favour of "Energy Efficiency Services Limited" or in the form of Bank Guarantee as per prescribed format or documentary evidence as mentioned in **Flag-B** of RFP in support of exemption of Bid Security/EMD.

II. Packet-II of Envelope 1:

- (a) Attachment 1: Bid Form
- (b) Attachment 2: Power of Attorney
A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and other documents and thus that the Proposal is binding upon the Bidders. Further, Bidders shall furnish copy of certificate of incorporation of the Company.
- (c) Attachment-3 (Bid Security/Earnest Money Deposit (EMD) (*original instrument in sealed cover*))

- (d) Attachment 4: Certificate of Incorporation/Registration in India as per applicable act/law
 - (e) Attachment 5: Certificate regarding various compliances
 - (f) Attachment 6: An undertaking regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”
 - (g) Attachment 8: An undertaking by Holding company (as applicable)
 - (h) Attachment 9: Details, in support of meeting Qualifying Requirement /Eligibility criteria.
- 3.0 Envelope 2: Price Bid
- 3.1 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP documents. Further, it is certified that in line with clause 4 of RfP Documents no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same
- 3.2 We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes & duties except applicable GST. The GST shall be paid extra at actual
- 4.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.
- 5.0 We undertake, if our bid is accepted, we shall commence the work immediately upon your Notification of Award to us, to achieve completion of work within the time specified in the bidding documents.
- 6.0 We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the RfP documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 7.0 If applicable, until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 8.0 We understand that you are not bound to accept the lowest or any other bid you may receive.

9.0 We further confirm the following:

a. We are Micro/ Small Enterprise company as per relevant notification/order of Ministry of MSME	Yes: <input type="checkbox"/>
	No: <input type="checkbox"/>
b. We have submitted requisite Micro and Small Enterprises (MSE) registration certificate along with our proposal/bid	Yes: <input type="checkbox"/>
	No: <input type="checkbox"/>

10.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORIZED
SIGNATORIES
ADDRESS:
MOBILE NO. :
LAND LINE NO. :

Our correspondence details are:

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (with STD code)	
9	GST No. of the bidder	

Attachment-2

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

Attachment-3
(Bid Security and Earnest Money Deposit)

Form for Submitting BG Format in lieu of EMD

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No.

Date.....

To:

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 6th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no.....dated.....M/s.....

.....having its registered/head office at.....(here in after called "Bidder") wish to participate in the said bid for (name of package)

We, the (Name and address of the bank), having our head office at guarantee and

undertake to pay immediately on demand by Energy Efficiency Services Limited, the amount of without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from..... (Bidder's Name) _____, on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name:

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

- Bid Security amount shall be as specified in the RfP Documents.
Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.

- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E – mail
7	Bank Reference	

CHECK LIST

Sl. No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
g)	In case of any changes in contents of text, whether changes are of minor/ clerical nature (which in no way limits the right of EESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by	

	Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid / Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

ANNEXURE-A

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SCHEDULED COMMERCIAL BANKS

- **SBI AND ASSOCIATES**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

- **NATIONALISED BANKS**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	19.	Canara Bank
10.	Andhra Bank	20.	Central Bank of India
11.	Bank of India	21.	Corporation Bank
12.	Bank of Maharashtra	22.	Dena Bank
13.	Indian Bank	23.	Indian Overseas Bank
14.	Oriental Bank of Commerce	24.	Punjab National Bank
15.	Punjab & Sind Bank	25.	Syndicate Bank
16.	Union Bank of India	26.	United Bank of India
17.	UCO Bank	27.	Vijaya Bank
18.	Bank of Baroda		

• **SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
28.	Bank of Rajasthan	42.	Sangli Bank Ltd.
29.	Bharat Overseas Bank Ltd.	43.	South Indian Bank Ltd.
30.	Catholic Syrian Bank	44.	Tamilnad Mercantile Bank Ltd.
31.	City Union Bank	45.	United Western Bank Ltd.
32.	Dhanalakshmi Bank	46.	ING Vysya Bank Ltd.
33.	Federal Bank Ltd.	47.	UTI Bank Ltd.
34.	Jammu & Kashmir Bank Ltd.	48.	S.B.I. Commercial & International Bank Ltd.
35.	Karnataka Bank Ltd.	49.	Ganesh Bank of Kurundwad Ltd.
36.	KarurVysya Bank Ltd.	50.	INDUSIND Bank Ltd.
37.	Lakshmi Vilas Bank Ltd.	51.	ICICI Bank Ltd.
38.	Lord Krishna Bank Ltd.	52.	HDFC Bank Ltd.
39.	Nainital Bank Ltd.	53.	Centurion Bank of Punjab Limited
40.	Kotak Mahindra Bank	54.	Development Credit Bank Ltd.
41.	Ratnakar Bank Ltd.	55.	Yes Bank

• **SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
56.	Abu Dhabi Commercial Bank Ltd.	72.	Sonali Bank
57.	ABN Amro Bank Ltd.	73.	Standard Chartered Bank
58.	American Express Bank Ltd.	74.	J.P Morgan Chase Bank
59.	Bank of America NA	75.	State Bank of Mauritius
60.	Bank of Bahrain & Kuwait	76.	Development Bank of Singapore
61.	Mashreq Bank	77.	Bank of Ceylon
62.	Bank of Nova Scotia	78.	Bank International Indonesia
63.	The Bank of Tokyo-Mitsubishi UFJ Limited.	79.	Arab Bangladesh Bank
64.	Calyon Bank	80.	Cho Hung Bank
65.	BNP Paribas	81.	China Trust Bank
66.	Barclays Bank	82.	Mizuho Corporate Bank Ltd.
67.	Citi Bank	83.	Krung Thai Bank
68.	Deutsche Bank	84.	Antwerp Diamond Bank N.V. Belgium
69.	The Hong Kong and Shanghai Banking Corporation Ltd.	85.	Internationale Netherlanden Bank N.V. (ING Bank)
70.	Oman International Bank	86.	Bank of China Ltd.
71.	SocieteGenerale		

- **PUBLIC SECTOR BANK**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
87.	IDBI Ltd.		

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

Attachment-4

Certificate of Incorporation/Registration in India as Per Applicable Act/Law

Attachment-5

CERTIFICATE FOR VARIOUS COMPLIANCES

- 1.0 We hereby certify that we understand that the Scope of Work and requirement of this Request for Proposal is indicative only and not exhaustive in any manner and we understand the requirement of EESL, accordingly, services shall be executed in line with the requirement of the EESL. We undertake to be the single point of contact for EESL and shall be solely responsible for all activities and work.
- 2.0 We hereby certify that we are Class-I Local Supplier (in line with relevant Government of India notifications/orders/circulars etc.) and all the services (more than 50%) to be provided for the subject Consultancy assignment shall be sourced from within India.
- 3.0 We hereby attach the duly signed and stamped bid document as an acceptance of bid specifications and terms & conditions with the technical bid. It is certified that no conflict of interest in line with clause 4 of the RfP Documents exists as on date and if in future such a conflict of interest arises, we will intimate the same.
- 4.0 We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e., www.eeslindia.org) and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

We certify that we are not 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 for giving false declaration of local content.

- 5.0 Further, we certify that we shall comply with the Scope of work and requirements and the Request for Proposal's terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side and the fee/charges quoted by us are in accordance with the terms and conditions laid down in the RfP No. _____ dated ___/___/2020 of the Company and are unconditional.

(The certificate should be signed by the authorized signatory of the Bidder.)

Note: The content of the certificate must not be changed. Clarification, if any, may be provided separately in line with the provisions of the RfP Documents.

Attachment-6

Certification by the Bidder 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)

- 1.0 We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "DoE Order"] and any subsequent modifications/ Amendments, if any.
- 2.0 Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.
- 3.0 We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the requisite Order/Circular/Document** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]
- 4.0 We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or EESL's policy and procedures.

Date:

Printed Name:

Place:

Designation:

Sign & Stamp:

Attachment-8

**PROFORMA OF LETTER OF UNDERTAKING
(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE
VALUE)**

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,

Chief General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sir,

1.0 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Flag-A and its subsequent amendment.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:

Yours faithfully,

(1)

(Signature of Authorized Signatory)
on behalf of the Holding Company

(2)

Name & Designation
Name of the Holding Company

.....

(Seal of Holding Company)

Attachment-9

Format for filling details related to Qualifying Requirement (QR)

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (√) whichever is applicable)
1.	Status of the Bidder	
a.	Single Entity means a limited company (as defined in the Companies Act, 1956) and its Amendment thereof	<input type="checkbox"/>
b.	A registered partnership firm (registered under section 59 of the Partnership Act, 1932)	<input type="checkbox"/>
c.	A limited liability partnership (under the Limited Liability Partnership Act, 2008).	<input type="checkbox"/>
d.	Proprietorship firm	<input type="checkbox"/>
1.1	Details of Documents submitted as evidence for aforesaid status	(...fill in no. and date of Documentary evidence....)

(This format is required to be submitted by the Bidder along with data/details/documents submitted in support of meeting criteria for QR)

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (√) whichever is applicable)
2.	Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience for 'Similar works' of EERF Study in line with the QR.	(...fill in Contract No. and its Date)
2.1	Mention Name and Address of Client along with Contact details of concerned person	(...fill in requisite details....)
2.2	Whether Scope of Work under above referred Contract at sl. no. 2 includes the below Similar Works: "Similar work" means experience of: 1. Executing assignments in designing of space cooling/ Designing, Engineering, Procurement	Yes <input type="checkbox"/> No <input type="checkbox"/>

	<p>and Construction (EPC) projects in centralized space cooling systems of not less than 750TR.</p> <p style="text-align: center;">OR</p> <p>2. Consultancy assignment in Space Cooling especially covering Centralized Air Conditioning/ District cooling systems/ Cooling as a Service.</p> <p style="text-align: center;">OR</p> <p>3. Developed a Business model and plan for energy efficient centralized space cooling systems for Commercial facilities/ Managed space Cooling as a service assignment.</p> <p style="text-align: center;">OR</p> <p>4. Developed space cooling strategy for commercial building and supported erection and commissioning along with consultancy.</p> <p>Note:</p> <p>1. The work “executed” mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed/ closed.</p> <p>In case of orders under execution, the value of work executed as on the originally scheduled date of bid opening (i.e., date of bid opening as per RfP) as certified by the Client shall be considered. However, the work executed must include “Similar work” as above.</p>	
2.3	Value of Work Order	INR
2.4	Date of execution/completion	...DD/MM/YYYY...

Note: Use separate sheets for each Contract to fill in details as per sl. no.2 above

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
3.	Average Annual Turnover (ATO) during the last 3 Financial Years (i) Financial Year 1 (immediately preceding FY) (ii) Financial Year 2 (immediately preceding FY from (i)) (iii) Financial Year 3 (immediately preceding FY from (ii))	INR.....Average of (i), (ii) & (iii) below..... (i) Financial Year 1 INR..... (ii) Financial Year 2 INR..... (iii) Financial Year 3 INR.....
3.1	Duly authorized copy of audited financial statements for preceding last three Financial Year is submitted	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Net worth of the bidder in immediate last financial year	INR.....
5.	Bidder is Start-up/MSE as per relevant policy/guidelines of Government of India.	MSE <input type="checkbox"/> Start-up <input type="checkbox"/> None <input type="checkbox"/>
5.1	Documentary Evidence Submitted in support of sl. no.5 above	(...fill in name of Documentary Evidence....)

I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of RfP Documents and EESL's Policy and Guidelines.

Signature:

Name:

Designation:

For and on behalf of M/s.....

Eligibility and Qualifying Requirements (QR) - CaaS

A. Eligibility Criteria:

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.	<p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and further amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A registered partnership firm (registered under section 59 of the Partnership Act, 1932)</p> <p style="text-align: center;">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2008)</p> <p style="text-align: center;">OR</p> <p>Proprietorship firm</p> <p>(No JV/consortium is allowed in the tender)</p>	<p>Copy of certificate of incorporation / Memorandum of Association / Article of Association</p> <p style="text-align: center;">OR</p> <p>A registered Partnership Deed</p> <p style="text-align: center;">OR</p> <p>LLP registration certificate issued by registrar of Companies</p> <p style="text-align: center;">OR</p> <p>In Case of Proprietor GST Registration and PAN Card Copy is to be submitted.</p>
2.	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I Local Suppliers with 50% minimum local content are eligible to bid in this tender in conformance with the GoI order for "Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content)" issued vide ref no. P-45021/2/2017-B.E-II GoI, DPiIT Dated 15.06.2017.</p> <p>NOTE: - Only Class-I suppliers as defined in the above tender are eligible to take part in this bidding process.</p>	<p>The Bidder shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class -I local supplier' and shall give details of the location(s) at which value addition is made.</p> <p><i>Further, in case of tenders above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format in this RfP Documents</i></p>

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> · Not from a country which shares a land border with India <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> · Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	Bidder to submit a Declaration as per the format given in this RfP Document.
4.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work.	To submit Self Declaration duly signed and stamped at company’s Letter Head.

B. Qualifying Requirements:

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1	<p>QUALIFICATION OF THE BIDDER Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder’s Technical Experience and Financial QR as demonstrated by the Bidder’s responses in its Bid. Subcontractors’ technical experience and financial resources shall not be taken into account in determining the Bidder’s compliance with the qualifying criteria. The bid can be submitted by an individual firm only.</p>	

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.1	Technical Experience	
1.1.1	<p>Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) in DISCOMS (both private & Government Distribution Company)/ Government Department/ Public Sector Undertaking (PSU)/ Urban Local Body (ULB)/ Government Organizations/ Government Institutions/ Private Companies/ Private Institutions.</p> <ul style="list-style-type: none"> · Single Work Order valued not less than Rs. 31.36 Lakhs <li style="text-align: center;">OR · Two Work Orders each valued not less than Rs. 19.60 Lakhs <li style="text-align: center;">OR` · Three Work Orders each valued not less than Rs. 15.68 Lakhs <p>"Similar work" means experience of:</p> <ol style="list-style-type: none"> 1. Executing assignments in designing of space cooling/ Designing, Engineering, Procurement and Construction (EPC) projects in centralized space cooling systems of not less than 750TR. <li style="text-align: center;">OR 2. Consultancy assignment in Space Cooling especially covering Centralized Air Conditioning/ District cooling systems/ Cooling as a Service. <li style="text-align: center;">OR 	<p>Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each of those purchase orders/ work orders such as</p> <p>(i) Successful completion*</p> <p style="text-align: center;">(OR)</p> <p>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted</p> <p>Work orders along with its evidence for successful completion/ execution shall be from any DISCOMS (both private & Government Distribution Company)/ Government Department/ Public Sector Undertaking (PSU)/ Urban Local Body (ULB)/ Government Organizations/ Government Institutions/ Private Companies/ Private Institutions which will only will be considered for evaluation.</p> <p>In addition to above, in case of documentary evidence of work executed for private companies/ private institutions, copy of GST return (reflecting the relevant invoice details) duly certified by external Chartered Accountant shall also be submitted as the proof of evidence for successful execution of the work order(s)/purchase orders(s).</p> <p><i>*Successful means certificate issued by the client without any adverse remarks.</i></p>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
	<p>3. Developed a Business model and plan for energy efficient centralized space cooling systems for Commercial facilities/ Managed space Cooling as a service assignment.</p> <p style="text-align: center;">OR</p> <p>4. Developed space cooling strategy for commercial building and supported erection and commissioning along with consultancy.</p> <p>Note:</p> <p>1. The work “executed” mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed/ closed.</p> <p>2. In case of orders under execution, the value of work executed as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT) as certified by the Client shall be considered. However, the work executed must include “Similar work” as above.</p>	
1.2 Financial QR:		
1.2.1	<p>Bidders should have an Average Annual Turnover (ATO) of not less than Rs. 11.76 Lakh during the last 3 Financial Years.</p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO the audited financial figures as available</p>	<p>Duly authorized copy of audited financials for preceding last three Financial Year is to be submitted by bidder.</p> <p>ATO means revenue from operations.</p>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
	shall be considered, however, in case of ATO for less than 3 years the financial figures for available years shall be averaged out for 3 years (i.e., total available Turnover shall be divided by 3) for Financial QR compliance.	
1.2.2	<p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Proprietor/Partnership Net Worth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year Audited Financial Statements is available the same will be considered for net-worth calculations). Same Philosophy shall be applicable for Proprietor/partnership firms also.</p>	Duly authorized copy of audited financials for preceding last three Financial Year is to be submitted by bidder.

C. Notes to the QR:

Sl. No.	Finalised based on deliberation of QR Committee
1.	<p>Financial QR:</p> <p>The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p> <ul style="list-style-type: none"> • In case of proprietorship/partnership (as applicable as per sl. no-1 of eligibility criteria), ITR along with management signed accounts to be submitted if audit is not required. • In case of Proprietor/Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.
2.	<p>For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSEs relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender.</p>
3.	<p><u>In case of holding company:</u> - The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids.</p> <ul style="list-style-type: none"> • "In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification. • Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-8, Annexure-V. • A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements from part of the Consolidated Annual Report of the Company. • In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding

Sl. No.	Finalised based on deliberation of QR Committee
	<p>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 the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-8, Annexure-V), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.</p> <ul style="list-style-type: none"> • In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.” • 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

xxxxxxxxxxxxxxxxx The End xxxxxxxxxxxxx

Tender Conditions applicable for MSE and Start-ups

In case MSE bidders are exempted from submission of Bidding Document fee & Bid Security as per Clause No 5.4, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Envelop-1 for the purpose of Evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents and Bid Security/EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. Such registration should be prior to deadline for submission of Bids.**

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.
2. **Purchase Preference to MSEs:** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

Type of tender	Price quoted by MSE	How the tender shall be finalized
Can be split	L1	Full Order on MSE subject to tender evaluation condition
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- 2.1 **Where the tendered quantity can be split:** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the

supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

2.2 Where the tendered quantity cannot be split/divide: In case of tender item is non-split able or non-dividable, etc.: MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

2.3 MSE owned by SC/ST is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST\
- b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

2.4 MSE owned by Women is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be Women
- b. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.

If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

3. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be as under subject to their meeting of quality and technical specifications: -

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	(a) If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will

			<p>be same for MSE as general bidder.</p> <p>(b) If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE bidder(s) is/are less than 25% after the matching of rates with L1 bidder by adopting the tender split criteria, then the clause of purchase preference for award to MSE bidder(s) up to 25% of the tendered quantity subject to matching L1 rates will be followed to make the total quantity going to MSE bidder(s) @ 25%; provided the rates are within L1+15% range. In such cases, remaining quantity after award of 25% to MSE bidder(s) shall be distributed amongst other eligible bidders in the pre-declared split ratio. If order(s) going to MSE bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to MSE bidder(s) in such cases shall be less than 25% which</p>
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			<p>will be in line with the tender conditions.</p> <p>(c) If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates.</p> <p>(d) If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p>(e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by EESL.</p>
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			<p>However, EESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case EESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by EESL which will be binding on the bidder. EESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.</p>
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	<p>(a) If MSE is L1, 100% order will be given to MSE.</p> <p>(b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder.</p> <p>(c) If MSE is not L1 and not in</p>

			range of L1 + 15%, no work will be given to MSE.
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4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.

whereas, startup means an entity, incorporated or registered in India:

- i Not prior to seven years, however for Biotechnology Start-ups not prior to ten years,
- ii With annual turnover not exceeding INR 25 crore in any preceding financial year, and
- iii Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- iv Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 7 years and for biotechnology start-ups 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications will be considered.

NOTES: -

- a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
- b) In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
- c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above "Tender conditions for Benefits/Preference for Micro & Small Enterprises (MSEs)."

- e) If bidder submits Bid Document Fee and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.
- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.
- g) Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

General Instructions to the Bidder and To Do List

(A) Instructions to Bidders

- i) Formats of Application (to be submitted as Packet-II to the Envelope-1) must be completely filled in along with all requisite documents/undertaking/schedules and should be submitted/uploaded on www.tenderwizard.com/EESL. Incomplete applications are liable to be rejected. Packet-I to the Envelope-1 is required to be submitted in Hard (in Original).
- ii) The bidder shall furnish, as part of its bid, a bid security in a separate envelope (sub clause 5.4.1). 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 as per format in Attachment-3. 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. 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.

The bid security of the successful bidder will be returned when the bidder has signed the contract agreement, and has furnished the required performance security.

Please note that for Tender Conditions inter alia including exemption of tender fee, Bid Security etc. applicable for MSE and Start-ups, please refer **Flag-B:**

The bid security may be forfeited if:

- a) If the bidder withdraws its bid during the period of bid validity as specified in the bid / RFP document.

- b) If the bidder does not accept computational/arithmetical error correction made by EESL and as explained in clause 6.2 of the Bid/ RfP document.
 - c) If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by EESL in tender documents and revision of his bid accordingly, in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.
 - d) If the Bidder refuses to withdraw, any deviation found elsewhere in the bid;
or
 - e) In the case of successful bidder, if the bidder fails within the specified time limit:
 - To sign the contract agreement within 28 days of placement of LoI/Award letter.
 - To furnish the required performance security, in accordance with the tender document.
- iii) The subject procurement will be done through e-tendering. The NIT is available on the website www.tenderwizard.com/EESL or could be viewed after following the link of 'e-Tendering' on EESL's website's Home Page, i.e., <http://eeslindia.org>.
- iv) Important Instruction for participation in the e-Bidding:

Interested bidders have to register themselves on the portal www.tenderwizard.com/EESL through M/s. Antares Systems Limited (Application Service Provider (ASP) appointed by EESL) to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s. Antares Systems Limited at following contact details to complete the registration formalities:

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 www.tenderwizard.com/EESL.
- (ii) Download and read Registration Manual from EESL's e-tendering portal www.tenderwizard.com/EESL
- (iii) Click on 'REGISTER' link for new registration.
- (iv) Fill all mandatory fields and click on 'CREATE PROFILE' button.
- (v) On the next page, upload registration related documents and proceed further.
- (vi) User ID and system-generated password will be displayed. Login and mandatorily change the system-generated password.

- (vii) Login with your new password and register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (viii) Also read the instructions given under Registration Manual available at home page of EESL website www.tenderwizard.com/EESL.

Note: Online registration shall be done on e-tendering website, i.e., www.tenderwizard.com/EESL & in general, activation of registration may take 24 hours. It is sole responsibility of the bidder to register in advance. There is no fee for Registration on EESL E-procurement Portal.

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: +91-80-45811365, +91-80-45982100, +91-9560095958
mohitkumar@etenderwizard.com, krishna.a@etenderwizard.com

For proper uploading of the bids on the portal namely www.tenderwizard.com/EESL (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from M/s. Antares Systems Limited directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- v) All Request for Proposals will be evaluated on the basis of the documents furnished along with applications only. No further documents (except for documents indicated in clause 5.8 of the Request of Proposal and any other document of historical nature) will be called for during the scrutiny of the Request for Proposals. Any additional document received, after last date & time of receiving the Request for Proposals as stipulated in the Notice Inviting Request for Proposals, will not be entertained.

- vi) Since, all the applications will be evaluated strictly on the basis of Criteria as per clause 4, 5 and 6 of the Request of Proposal, please avoid attaching unsolicited information/documents to enable expeditious processing of applications.
- vii) All submitted documents must be signed by the authorised signatory with his name and under the seal of the Bidder.
- viii) Applications sent through Post, Telegram, Telex, Fax will not be considered.
- ix) A copy of complete Request for Proposal document duly signed and sealed as a token of acceptance of all terms and conditions.

(B) List of documents to be submitted along with the Applications:

Interested Bidder are advised to go through contents of the Request for Proposal documents carefully and submit all attested copies of the following documents in proper sequence along with the Application as described hereinafter:

1. Registration certificate/certificate of incorporation of the Bidder. Details of Head Office & Branch Office(s), details of partners, etc.
2. Detailed profile of the core and support teams (Deal Team) (with CVs of each team member detailing qualification and relevant experience) that will be deployed on the assignment.
3. Copy of audited Annual Report.
4. Copy of PAN Card and GST Registration.
5. A cancelled cheque form of the Bank account in which the Bidder fee payments will be made in case of appointment.

Notification of Award

[Format for Notification of Award to be issued to successful Agency on letterhead paper of the Employer]

Ref. No.:

Date:

.....(*insert Agency's Name & Address*)

.....
.....
.....

Attn : Mr.....

Sub. : Notification of Award for (*insert name of the Tender*) Specification
No.:
Open Tender Invitation. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 RfP documents for the subject package issued to you vide our letter Ref. No.
..... dated,

1.1.1 Amendment/Errata No. to RfP Documents issued to you vide our letter no.
..... dated
(Applicable only if any Errata/Amendment to the RfP Documents has been issued subsequently)

1.1.2 Clarifications to the RfP Documents, pursuant to pre-Proposal conference held on
....., issued to you vide our letters no. dated *(Use as applicable)*
(Applicable only if any clarification to the RfP Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE AGENCY AFTER ISSUANCE OF RfP DOCUMENTS UP TO PROPOSAL OPENING)

1.2 First envelope of your Proposal submitted for the subject package under Proposal reference no. dated was opened on
(Use as applicable)

- 1.3 Intimation for Opening of Second Envelope issued to you vide our letter no. dated
- 1.4 Second Envelope of your Proposal under proposal reference no. dated was opened on.....(*Use as applicable*)
- 1.5 (*to be inserted if applicable*) Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 We confirm having accepted your Proposal (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the RfP Documents (referred to at para 1.2, 1.2.1 &1.2.2 [*modify as applicable*] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you the Contract for (*insert name of the Tender*) The scope of work inter-alia includes..... (*Indicate brief Scope of Work*) as detailed in the documents referred hereinabove.

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the RfP Documents and/or your Proposal but are necessary for the successful completion of your scope under the Contract for (*insert name of Tender*), unless otherwise specifically excluded in the RfP Documents or in this NOA.

3.0 CONTRACT PRICE

- 3.1 The total Contract Price for the entire scope of work under this Contract shall be (*Specify the currency and the amount in figures & words*) as per the following break-up:

Sl. No.	Item Description	Amount
1	Lumpsum Proposal Price or Fee for complete scope of the work as per RfP documents	
2	Total	

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

- 4.0 All the bank guarantees shall be furnished from an eligible bank as described in the RfP Documents.

- 5.0 The schedule for Completion of entire scope of works covered under (*insert name of Tender*) shall be ... (*indicate the completion schedule*) months from the date of issue of this Notification of Award for all contractual purposes.
- 6.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 7.0 If applicable, you shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.
- 8.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

.....(*Name of the Employer*).....

(*Authorized Signatory*)

Enclosures:

- a) RfP Documents as mentioned at sl. no. 1.1

Contract Agreement (If Applicable)

[Format for Contract Agreement to be signed between successful Agency and Employer on INR 100/- non-judicial Stamp Paper]

CONTRACT AGREEMENT BETWEEN(Name of Employer) AND M/s. (Name of Agency)

THIS CONTRACT AGREEMENT No. (also referred to as 'Contract') is made on the day of 20.....

BETWEEN

(1)(Name of Employer)..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at(registered address of the Employer) and its Corporate Office at(address of the Employer)..... (hereinafter called "the Employer" and also referred to as ".....(insert abbreviated name of the Employer)")

and

(2) M/s(Name of Agency), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Agency) and Registered Office at(Registered address of Agency) (hereinafter called "the Agency" /"the Agency" and also referred to as ".....(insert abbreviated name of the Agency)").

WHEREAS the Employer desires to engage the Agency for (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project)..... as detailed in the Contract Document, and the Agency has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Agency, and each shall be read and construed as an integral part of the Contract:

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
 2. Notification of Award Ref. No. dated
- VOLUME - B

3. Complete "RfP Documents" read in conjunction with Amendments to to the RfP Documents.

VOLUME - C

4. Proposal Submitted by the Agency.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Proposal along with the enclosures thereof, shall be referred to).

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference Conditions of Contract Clause 1.0.1)

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

The Employer hereby agrees to pay to the Agency the Contract Price in consideration of the performance by the Agency of its obligations hereunder. The Contract Price shall be the aggregate of (*amount in words*) (*amount in figures*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Item Description	Amount
1	Lumpsum Proposal Price or Fee for complete scope of the work as per RfP documents	
2	Total	

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference Conditions of Contract Clause 13.0.0)

The terms and procedures of payment according to which the Employer will reimburse the Agency are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference Conditions of Contract Clause 1.0.1)

The Time of Completion of entire scope of work shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Price Adjustment
- Appendix 3 Time Schedule
- Appendix 4 Contract Co-ordination Procedure

IN WITNESS WHEREOF the Employer and the Agency have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the Agency

.....
Signature

.....
Signature

.....
Title

.....
Title

in the presence of

in the presence of

TERMS AND PROCEDURES OF PAYMENT

1.0 The fee will be payable in Indian Rupees as per the following:

Phase/ Activity		Scope	Deliverables	Timelines	Milestone Payment
PRE-IMPLEMENTATION (Phase 1)	I	Draft project development process for pilot city/State PWD/PSU's/Railways to adopt CaaS in India with EESL and to open market for local ESCO'	Project Development concept note, Prelim Study report about the CaaS model	Within one month of awarding of LoA	-
		Stakeholder / capacity building workshop on CaaS	Stakeholder Consultation report		
		Selection of public agencies and buildings for the pilot project	Pre-Implementation report		
IMPLEMENTATION (Phase 2)	II	Techno commercial Report on the pilot project and Suitability for CaaS with benefits and barriers analyzed	Final Report on CaaS Model for implementing EE Cooling technologies in public building at two cities	Within 3 months of awarding of LoA	60%
	III	Financial and Business model for CaaS			
POST IMPLEMENTATION (Phase 3)	IV	Model bid documents for service providers/technology providers and contracts drafted for EESL	Model Bidding Documents with technical Section, Preparation of Scope of work for Service providers	Within 6 months of awarding of LoA	10%
	V	Support EESL or respective organization on bid analysis and contract negotiation with service provider	Finalization of Bidding Documents, Technical Specifications.		

	VI	Standardized CaaS contract applicable to public sector in India	Final Standard Contract document for CaaS model		20%
	VII	Project Case Study and conduct of webinar	Case Study report	As per requirement	10%

- a) The payment shall be processed only upon receipt of (i) acceptance of LoA and signing of contract agreement; (ii) submission of CPG as per tender documents in addition to deliverable documents.
- b) The Consultant/Agency must submit all the documents/reports as per the deliverables of this tender document. If work is not completed within the timelines as mentioned in the Scope of Work/ Deliverable or as provided by EESL, then respective payments will be done after deductions of the LD (Liquidated Damages) amount as per the relevant LD clause or other amounts as per terms & conditions.
- c) The amount will be payable in Indian Rupees as per payment milestones/ terms after successful completion of services rendered as per the deliverables mentioned in scope of work.
- d) No advance payment shall be made.
- e) Agency will raise/submit GST Invoice as per prescribed format in GST law or as per the law for the time being in force, only after compliance of Payment Terms and its certification by EESL Officer in charge (OIC) or its authorized representative.
- f) The Fee shall be inclusive of all charges except applicable GST, which shall be paid extra. Taxes should be indicated separately on the invoice.
- g) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).
- h) The payment will be made within 30 days from compliance of Payment Terms as mentioned above.

PRICE ADJUSTMENT

The Contract price shall remain **FIRM** and **FIXED** and shall not be subject to Price adjustment for the entire duration of the Contract, in accordance with the provisions of the RfP documents.

Appendix-3 to Contract Agreement

TIME SCHEDULE

The LoA shall be valid for 180 days from the date of issuance of the LOA. EESL reserves the right to repudiate the contract at any time after giving fifteen (15) days' notice, if EESL is not satisfied with the services of the agency. The decision of EESL in this regard shall be final and will be binding on the Agency

Phase/ Activity	Scope	Deliverables	Timelines
PRE-IMPLEMENTATION (Phase 1)	I	Draft project development process for pilot city/State PWD/PSU's/Railways to adopt CaaS in India with EESL and to open market for local ESCO'	Project Development concept note, Prelim Study report about the CaaS model Stakeholder Consultation report Pre-Implementation report
		Stakeholder / capacity building workshop on CaaS	
		Selection of public agencies and buildings for the pilot project	
IMPLEMENTATION (Phase 2)	II	Techno commercial Report on the pilot project and Suitability for CaaS with benefits and barriers analyzed	Final Report on CaaS Model for implementing EE Cooling technologies in public building at two cities
	III	Financial and Business model for CaaS	
POST IMPLEMENTATION	IV	Model bid documents for service providers/technology providers and contracts drafted for EESL	Bidding with technical Section, Preparation of Scope of work for Service providers

	V	Support EESL or respective organization on bid analysis and contract negotiation with service provider	Finalization of Bidding Documents, Technical Specifications.	
	VI	Standardized CaaS contract applicable to public sector in India	Final Standard Contract document for CaaS model	
	VII	Project Case Study and conduct of webinar	Case Study report	As per requirement

The Agency shall inform the Employer promptly of all extraordinary circumstances that arise during the performance of the services and of all matters requiring EESL approval. The Agency is to make reports as defined in scope of work and submit the same as per interim timelines to be decided mutually after award of Contract.

Appendix-4 to Contract Agreement

Contract Coordination Procedure

(This shall be suitably prepared & included here.)

Proforma for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

[Format for Confidentiality Undertaking to be submitted by successful Agency on its letterhead immediately after issuance of Notification of Award and before signing of Contract Agreement (if applicable)/release of payment]

Date.....

M/s. Energy Efficiency Services Limited (EESL/ Owner/ Employer) (A JV of PSUs under the Ministry of Power) with its registered office at NFL Building, 5th & 6th Floor, Core - III, SCOPE Complex, Lodhi Road, New Delhi - 110003 (the company), is willing to make available certain non-public information to M/s.with its office at (the 'Agency') subject to the terms of this confidentiality undertaking (the undertaking) for providing consultancy services under Tender for ***Hiring of agency for conducting detailed study on promotion and advancing cooling as a service model (CaaS) in the country for public buildings.***

Any such information received by M/s..... in this manner is referred to in this Undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s.....will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s..... M/s.will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s.will not use the information for any purpose other than for providing consultancy services to EESL.

The confidential obligations pursuant to this CONFIDENTIALITY UNDERTAKING shall survive for a period of 05 (Five) years from the date of expiration or termination, as the case may be, of this Agreement.

This undertaking will not apply to any information or material:

- a) which is in the public domain without any breach of this undertaking;
- b) which is already in M/s.possession as at the date of this undertaking

This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for an on behalf of
M/s.....

Authorized Signatory

(On Non - Judicial Stamp Paper of appropriate value and purchased in the name of
executing Bank)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

Ref.:
Bank Guarantee No.....
Date.....

To,

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sirs,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner's Letter of Award No.....datedand the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * % (percent) of the said value of the Contract to the Owner.

We(Name & address) having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by the Contractor to the extent ofas aforesaid at any time up to(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of

the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extent the time for performance of the Contract by the Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any other course of or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid on any of other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the owner may have in relation to the Contractor’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and it shall remain in force up to and including**and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this guarantee has been given.

Witness

Dated thisday of.....at.....

Witness

.....

Signature

.....

Name

.....

Official Address

.....

Signature

Bank’s Rubber Stamp

Name

Designation with Bank Stamp

Attorney as per power of Attorney

No.....dated.....

.....

Note: ** Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
4	Nature of BG & No. of Pages	
5	Validity of BG	
6	Package Description	
7	Party & Contracts ref.	Name, Address, Tel, Fax, E – mail
8	Bank Reference	

CHECK LIST

S. No.	Details of Checks	YES/ NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of EESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the	

	basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid / Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEES FOR ADVANCE PAYMENTS, PERFORMANCE SECURITIES AND SECURITIES FOR DEED OF JOINT UNDERTAKING

SCHEDULED COMMERCIAL BANKS

- **SBI and Associates**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

- **Nationalized Banks**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank
14.	Corporation Bank	23.	Union Bank of India
15.	Dena Bank	24.	United Bank of India
16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

C. Foreign Banks

Sl. No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of America NA	34.	Standard Chartered Bank
28.	The Bank of Tokyo-Mitsubishi UFJ Limited.	35.	SocieteGenerale

29.	BNP Paribas	36.	Barclays Bank
30.	Calyon Bank	37.	ABN Amro Bank N. V.
31.	Citi Bank N.A.	38.	Bank of Nova Scotia
32.	Deutsche Bank A. G.	39.	Development Bank of Singapore
33.	The Hong Kong and Shanghai Banking Corporation Ltd.		

D. SCHEDULED PRIVATE BANKS

Sl. No.	Name of Banks	Sl. No.	Name of Banks
40.	ING Vysya Bank Ltd.	44.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	45.	YES Bank
42.	HDFC Bank Ltd.	46.	IDFC Bank.
43.	South Indian Bank		

E. Other Public Sector Banks

Sl. No.	Name of Banks	Sl. No.	Name of Banks
47.	IDBI Ltd.		

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

(Price-Bid for Illustration Purpose)

(For Reference Purpose Only. Please fill the prices in excel sheet available on e-portal at only).

NAME OF WORK: *Hiring of agencies to conduct detailed study on promotion and advancing cooling as a service model (CaaS) in the country for public buildings*

NIT/BidDocument No.: EESL/06/2022-23/GEF-6/CaaS/OTE/222301019,

Dated: 21.02.2023

Table - 1

S. No.	Description of Work	Unit of Measurement (UOM)	Qty. (In Nos.)	Base Price per unit Exclusive of GST (in Rs.)	Total Exclusive of GST (in Rs.) (In figures)
1	2	3	4	5	6=4*5
1	Promoting and Advancing Cooling as a Service Model in the country for public buildings	Lump Sum	01	Please fill the prices in excel sheet available on e-portal at only	

Other terms and conditions: -

1. Bidders are requested to go through the Scope of Work & Technical Specifications under this RfP before quoting the prices.
2. Bidders shall quote for the complete requirement of Services specified under the Contract on a single responsibility basis.
3. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. The above prices are exclusive of GST.
5. Please note that selection of the bidder will be done on the techno-commercially acceptable bid and L-1 (Least Cost) basis.

I/We have read all the terms and conditions of the RfP/IFB/NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the RfP/IFB/NIT.

(SEAL)
Signature of Tenderer or
Their Authorized Representative:

Dated:

Name & Address of Tenderer:

Phone No: _____

Fax no.: _____
