

INTERNATIONAL COMPETITIVE BIDDING DOCUMENT

Procurement of Goods Single-Stage: Two-Envelope Bidding Procedure

Design, Manufacture, Testing, Supply, Installation & Warranty of 50,000 Numbers 1.5 TR with 5.4 (Min) ISEER Split Air Conditioners and other Related Works

Issued on: 15.03.2019

Invitation for Bids No.: EESL/06/ICB-AC/181903046

ICB No.: EESL/06/ICB-AC/181903046

Purchaser: Energy Efficiency Services Ltd., Delhi

Country: India

Preface

This Bidding Document for Procurement of Goods has been prepared by Energy Efficiency Services Ltd., hereinafter referred to as EESL, based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, dated December 2015.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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Serial No : F2A592

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Note: - 5.4 (Min.) means greater than or equal to 5.4 ISEER (Indian Seasonal Energy Efficiency Ratio) as per BEE (Bureau of Energy Efficiency, Government of India)

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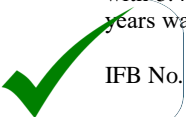
Section 1 - Instructions to Bidders

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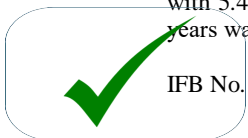
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A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any

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party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
 - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring

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Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB Sub-Clause 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders 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 material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

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- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, 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 affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, administered, or supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Goods and Related Services

5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another

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commercially recognized article results that differs substantially in its basic characteristics from its imported components.

- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of the Bidding Document

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Contract

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

- 6.2 The Invitation for Bids (IFB) issued by the Purchaser is not part of the Bidding Document.

- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its

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source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Technical Bid Submission Sheet;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;

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- (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
- (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (i) any other document required in the BDS.

11.3 The Price Bid submitted by the Bidder shall comprise the following:

- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
- (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
- (c) any other document required in the BDS.

12. Bid Submission Sheets and Price Schedules

12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.

14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.

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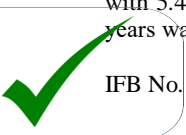


- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
- (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
- (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and
- (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

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- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.
- 14.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 Bid prices shall be quoted in the following currencies:
- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.
- 17. Documents Establishing the Eligibility of Goods and**
- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : 
 User ID : Rajneesh.rana
 Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Related Services

- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security/ Bid-Securing Declaration

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.

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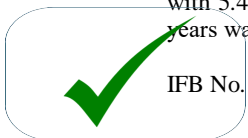
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- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) if the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 45;
 - (ii) furnish a performance security in accordance with ITB 46; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.



- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 23.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS.

- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.

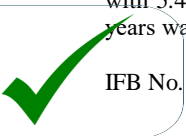
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.

- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

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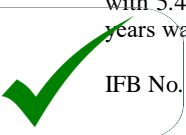


- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder’s designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

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- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 27.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 27.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
 - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected



at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Purchaser may consider appropriate.
- Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.
- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The

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Signature : 
C:\O-ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
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Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

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- 31. Examination of Technical Bids**
- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) bid security or Bid-Securing Declaration, if applicable; and
 - (d) Manufacturer's Authorization, if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) If accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.

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- 33.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
- (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in



which case the total price as quoted shall govern and the unit price shall be corrected.

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.

37. Conversion to Single Currency

37.1 For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.

38. Margin of Preference

38.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

39. Evaluation of Price Bids

39.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.

39.2 To evaluate a Price Bid, the Purchaser shall consider the following:

- (a) the bid price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.

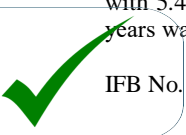
39.3 The Purchaser's evaluation of a bid will exclude and not take into account,

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

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- (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

39.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).

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| 40. Comparison of Bids | 40.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39. |
| 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

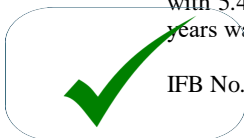
F. Award of Contract

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|--|---|
| 42. Award Criteria | 42.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily. |
| | 42.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily. |
| 43. Purchaser's Right to Vary Quantities at Time of Award | 43.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| 44. Notification of Award | 44.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. |
| | 44.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the |

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results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

44.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

45. Signing of Contract

45.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.

45.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

46. Performance Security

46.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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Section 2 - Bid Data Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

A. General

ITB 1.1	The number of the Invitation for Bids is : EESL/06/ICB-AC/181903046
	The Purchaser is: Energy Efficiency Services Ltd. (EESL) 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph: 011-45801260 www.eeslindia.org
	The name of the ICB is: Design, Manufacture, Testing, Supply & Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor. The identification number of the International Competitive Bidding (ICB) is: EESL/06/ICB-AC/181903046
ITB 1.2(a)	Add after the paragraph: It is expressly understood that all email communications will be treated as equivalent of “in writing”.
ITB 2.1	The Borrower is: INDIA
ITB 2.1	The name of the Project is: Design, Manufacture, Testing, Supply & Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor.
ITB 4.8	A consortium of two private entity (ies) or a combination of Private Limited, and OR Govt Companies is eligible to bid. Proprietorships or Individuals are not eligible to bid and this clause supersedes any clause for these terms in Section 1 or in any other part of this tender. The consortium shall submit a Consortium Agreement wherein Lead Member is clearly defined. All the Communications and Payments by EESL shall be made to the Lead Member.

B. Contents of Bidding Documents

ITB 7.1	For the purpose of obtaining clarification only , the Purchaser’s address is: <u>For Contractual Related Queries:</u> Attention: Mr. Rajneesh Rana/ Mr. Kumar Saurabh GM (BD & Contracts) / DGM (T&C) Energy Efficiency Services Limited, 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph: 011-45801260 E-mail address: eproc@eesl.co.in
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Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor.”

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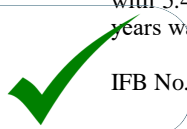
	<p><u>For Technical Queries:</u></p> <p>Attention: Mr. S. P. Garnaik/ Mr. Girja Shankar CGM (Tech.) / AGM (Tech.) Energy Efficiency Services Limited, 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph: 011-45801260 E-mail address: spgarnaik@eesl.co.in; gshankar@eesl.co.in</p> <p>No physical bids may be sent by the bidders at this address. EESL shall not accept any physical bids. Requests for clarification should be received by the Purchaser no later than: 21 days prior to the deadline for submission of bids. The Purchaser shall publish its response to the queries in the e-Tendering platform where the tender is published online.</p>
ITB 7.2	<p>A Pre-Bid meeting will take place as per details given below: (The following clauses is added)</p> <p>Address: GM (BD & Contracts) Energy Efficiency Services Limited, 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph: 011-45801260 E-mail: eproc@eesl.co.in Date: 05.04.2019 Time: 1130 Hrs IST</p>
ITB 8.2	<p>Replace the existing clause by the following:</p> <p>Any addendum /addenda issued shall be part of the Bidding Document and shall be published in the same e-Tendering platform on which the tender was published online. The onus is on the bidder to visit the e-Tendering site to learn about the addendum and to submit its response as per the addendum published.</p>

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 11	<p>Replace sub clause 11.2 entirely with following:</p> <p>Bidder shall upload its technical bid documents in file upload slots available under the technical envelope in the e-Procurement system.</p> <p>“Scanned Documents” – Bidder shall upload scanned copy of the following in e-Procurement system:</p> <ul style="list-style-type: none"> ● Letter of Technical Bid ● No Deviation Certificate as per prescribed format given in Section 4 ● Power of Attorney in original duly attested by Notary. In case of partnership firm / limited company / group of companies / consortium, a power of attorney of the person authorized to sign shall be issued by all the partners.

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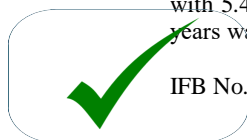
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	<ul style="list-style-type: none"> • Tender document fee in the form of Certified Cheque/Demand Draft (DD) for INR 25000 or 352 US Dollars - issued in favor of Energy Efficiency Services Ltd., payable at Noida/New Delhi, Uttar Pradesh, India • Bid Security – Documentary proof of Bid Security as per ITB 21 of ITB. <p>Bid Security amount (In INR): 3.5 Cr. Bid Security amount (In USD): 0.5 Million</p> <p>The Purchaser shall disqualify a bidder when: Original copy of bid security as well as the tender document fee and consortium agreement (if applicable) is not submitted by the date and time specified in the e-Tendering platform for opening of the tender</p> <p>If applicable, a valid Joint Venture (JV) agreement or a formal Letter of Intent to execute a Joint Venture Agreement, legally notarized or attested by an appropriate authority in bidder’s home country, specifying the work responsibility and financial stakes of each of Joint venture partners under the contract and the clause that JV partners shall be jointly and severally liable. If applicable, a valid sub-contracting agreement, legally notarized or attested by an appropriate authority in bidder’s home country, specifying the work responsibility of the agency.</p> <p>The above specified tender document fee shall be submitted along with the technical bid. In case of non-submission of tender document fee along with the “Scanned Documents” of the technical bid, the bid shall be summarily rejected.</p> <p>Bidder shall upload the following bid documents in file upload slots available under the technical envelope in the e-Procurement system. Documentary evidence in accordance with ITB 19 establishing the Bidder’s qualifications to perform the contract; Technical Proposal in accordance with ITB 18; Price bid comprising online price bid form, scanned copies of letter of price bid and others as applicable shall be submitted on line at the web site https://eesl.eproc.in and shall be digitally signed.</p>
ITB 12.1	Deleted
ITB 13.1	Alternative bids <i>shall not be permitted.</i>
ITB 14.5	The Incoterms edition is as per 2010 edition issued by International Chamber of Commerce
ITB 14.6 (a) (i)	For Goods offered from within the Purchaser’s country, the Bidder shall quote prices using the following Incoterms: EXW
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the following Incoterms: CIP Port of Entry is: Kandla/Nhava Sheva/JNPT (Mumbai)/ Kolkata
ITB 14.6 (c)	Cost of related service should be quoted as per format in Section IV (Bidding forms). Related Service should include: 1) Cost of Local handling, transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance, loading and unloading etc. to the final destination for goods from outside India and cost from factory including but not limited to loading, unloading etc. to the final destination for goods from inside India).

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

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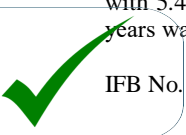


	<p>It is desired that transportation of equipments / material in India should be arranged only by road transport and accordingly offered inland freight and insurance charges and cost required for unloading of consignment in stores/ project sites should also take into account. It is also desired that immediately after movement of consignment intimation by FAX / E-Mail should be given to the purchaser indicating TR No., date of movement, expected period of transportation, size of lots / consignment and transport weight, so that necessary advance agreement for clearance of site and receipt of equipment / material at stores / project site could be made.</p> <p>2) Cost of Indian agents commission in rupees if any payable over and above CIF price for goods to be offered from outside the purchaser country. Cost of lump sum charges for supervision charges of erection, Testing and commissioning as per appendix B of Technical Specification.</p> <p>3) Other services like warranty etc as indicated in the schedule</p>
ITB 14.7	The prices quoted by the Bidder shall be fixed and not subject to adjustment.
ITB 14.8	Prices quoted for each item of a lot shall correspond at least to 100 % of the items specified for each lot.
ITB 15.1	To be replaced with The currency of the Bid shall be either of the purchaser's country i.e. Indian Rupees (INR) or US Dollars (\$)
ITB 19.2	The Non Manufacturing Bidder shall include with its bid the Manufacturer's Authorization in prescribed format given in Section 4.
ITB 19.3	The Foreign Bidder is required to include with its bid, requisite evidence that it will be represented by an Agent in the Purchaser's country for carrying out all the after sales service requirements. The address details of the representative entity and the names and designations of 3 senior employees with copy of Govt. IDs (with minimum Rank of Manager) are to be provided with the bid document.
ITB 20.1	The bid shall be valid for a period of 180 days.
ITB 21.1	The Bidder shall furnish a bid security in the amount(s) stated below as indicated in Clause 11 and 21.1(a) & (b) of BDS. Bid Security amount (In INR): 3.5 Cr. Bid Security amount (In USD): 0.5 Million
ITB 21.3	<p>Replace ITB 21.3 with the following: -</p> <p>The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ol style="list-style-type: none"> An unconditional bank guarantee in the name of "Energy Efficiency Services Limited", Noida / New Delhi; or Fixed deposit receipt pledged in favour of Energy Efficiency Services Limited, Noida/New Delhi; An irrevocable Letter of Credit in favor of "Energy Efficiency Services Ltd." Noida/New Delhi <p>The above instruments shall be obtained from a reputable source from an eligible country.</p> <p>In the case of a bank guarantee, the bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for a period of twenty eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.</p>

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	The bank guarantee shall be issued either (a) by a Scheduled bank or nationalized banks located in India, or (b) directly by a foreign bank through its corresponding financial entity registered, or licensed to do business, in India, with office located in India, to make it enforceable.
ITB 21.4	Any bid not accompanied by the proof of an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. However, if a bidder submits a bid security that deviates in form, amount, and/or period of Validity, the Purchaser shall request the Bidder to submit a compliant bid security within 7 working days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 21.8	Replace the existing clause 21.8 by the following: The Bid Security of a JV / Consortium shall be in the name of the JV / Consortium that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
ITB 22.1	Not applicable to electronic bid submission
ITB 22.2	Replace the existing clause 22.2 by the following: The Bidder shall digitally sign to authorize and make amendments to its bid submitted in the e-Tendering platform as stated in sub-clauses 23.1(a) & (b) of BDS. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a. For a single entity, it shall consist of Power of Attorney containing name, position held and signature of authorized person; or b. In case of a JV or proposed JV or Consortium, the Power of Attorney for authorization shall be issued in the name of a nominated representative who shall have the authority to sign and conduct all business for and on behalf of the JV / Consortium during contract negotiation/execution. Power of Attorney shall be duly notarized or attested by an appropriate Agency within the Bidder's home country.

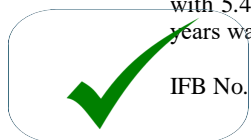
D. Submission and Opening of Bids

ITB 23.1 (a)	Replace the paragraph with following: Bidders shall only submit Bids electronically through EESLs e-Tendering Portal i.e. https://eesl.eproc.in Instructions for electronic submission are outlined in ITB 23.1 (b). Hard Copy submission of bids is not permitted and shall not be accepted. Bidders should enrol online on the e-Tendering platform of EESL. Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering portal to complete online enrolment and bid submission. The
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Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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	<p>Bidder is advised to submit its bid online in the e- Tendering platform well in advance before the prescribed time.</p> <p>Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
<p>ITB 23.1(b)</p>	<p>The electronic bidding submission procedures shall be:</p> <p>The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. Purchaser shall not accept bids submitted in manual form.</p> <p>‘E-Tendering’ means submission of a digitally signed bid (by a valid digital certificate issued by a licensed Certifying Agency approved by the Controller of Certifying Agency, Government of India) which is stored in Time Stamped electronic sealed tender box.</p> <p>Bidders, who wish to participate in the bidding process, shall have to procure the prescribed class of Digital Certificate as per Information Technology Act 2000 and accepted by the e-Procurement system using which they shall digitally sign and submit their electronic bids online. Bidders can procure the same from any CCA approved Certifying Authority. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on https://eesl.eproc.in</p> <p>Bidders shall take due care to ensure that the documents uploaded by them in e-procurements system are virus free. Purchaser shall not be liable for such rejections.</p> <p>The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder.</p> <p>The bidders are required to download the bidding forms (Section 4), print the forms, fill them, scan them and upload at the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms. Bidders should note that in the financial bid format for multi-currency bidding, a bidder can enter its price for one line item in one currency only. The system does not allow bidder to quote its price for a single line item in multiple currencies.</p> <p>Purchaser shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of Purchaser and its e-procurement service provider.</p> <p>Bidders shall take due care to ensure purchase of Digital Signature Certificates requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software.</p> <p>Bidders are informed to get acquainted with the bid submission process in e-Procurement system by contacting the e-procurement cell of the EESL. Please refer to https://eesl.eproc.in for further details.</p>

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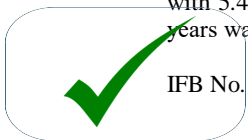


	<p>Bidders are solely responsible for safe keeping of their Digital Signature Certificate (DSC). EESL reserves the right to verify original copies of scanned documents uploaded by bidders. EESL may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form.</p> <p>Bidder shall upload financial bid details in the prescribed slots only and is liable to be disqualified when financial bid details are wrongly uploaded in the e-Tendering system and visible subsequent to opening of technical envelope.</p> <p>Should there be any discrepancy between scanned copy of the bid security and the original submitted by bidder, EESL will verify compliance of the bid security to tender requirements as per the original bid security submitted by bidder.</p> <p>Should there be any discrepancy between scanned copy of the tender document fees and the original submitted by bidder, EESL will verify compliance of the tender document fees to tender requirements as per the original tender document fees submitted by bidder.</p> <p>Tender Time Schedule (Key Dates):</p>		
	1	Date of Online Publication	15.03.2019
	2	Start Date of downloading of Bid Document	15.03.2019
	3	Pre Bid Meeting Date	05.04.2019 @ 1130 Hrs. IST
	4	Date & time for start of online submission of Bids	15.03.2019
	5	Deadline for online submission of Bids.	30.04.2019
	6	Deadline for submission of the original documents as required in the sub-clause ITB 11 of Section 2: Bid Data Sheet of Bid Document	30.04.2019 (1500 HRS; IST)
	7	Date of opening of Technical bids	30.04.2019 (1530 HRS; IST)
	8	Date of opening of Price bids	Shall be intimated to all technically responsive bidders later.
ITB 23.2, 23.3,23.4 & 23.5	Not applicable to electronic bid submission		
ITB 24.1	<p>Replace ITB 24.1 with the following:</p> <p>The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT +5:30 hours.</p> <p>Bid opening date specified in the e-Procurement site shall be taken as the final date. Purchaser reserves the right to open bids on or after the announced bid opening date and time specified in the e-Procurement site https://eesl.eproc.in</p>		

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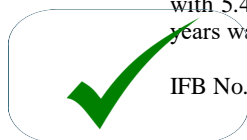


	Bid submission and bid opening timelines will be defined as per line e-Procurement server clock only.
ITB 24.3	Add the new sub-clause: The Purchaser will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Purchaser's control.
ITB 25.1	Replace ITB 25.1 with the following: The system will automatically lock the tender and disallow bid submission after the deadline for submission of bids.
ITB 26.1	Replace ITB 26.1 with the following: A Bidder may withdraw or modify its bid – Technical or Price –after it has been submitted and until the bid submission deadline by logging into the e-Tendering platform.
ITB 26.2	Replace ITB 26.2 with the following: Purchaser will not have access to bids withdrawn in accordance with ITB 26.1
ITB 27.1	Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform. The designated representative of the Bidders may also choose to attend the technical bid opening at – Date: 30.04.2019 Time: 1530 HRS IST Location: Energy Efficiency Services Ltd. 6th Floor, Core 3, Scope Complex, Lodhi Road New Delhi-110003 Office of: GM (BD& Contracts) Energy Efficiency Services Ltd. 6th Floor, Core 3, Scope Complex, Lodhi Road New Delhi-110003 The technical bids recorded and opened at the time of opening shall be considered for evaluation. The Letter of Technical Bid shall be initialled by three representatives of the Purchaser attending the bid opening. The Price Bids will remain unopened in the e-procurement website and will remain encrypted, until the specified time of its opening.
ITB 27.2, 27.3 27.4 & 27.5	Not applicable to electronic bid submission
ITB 27.6	Replace the existing sub-clause by the following: Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform.
ITB 27.7	Replace the existing sub-clause by the following: Purchaser shall prepare a record of the opening of Technical Bids that shall

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	include, as a minimum: the name of the Bidder and whether there are alternative proposals; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
ITB 27.9	Replace the existing sub-clause by the following: The Purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Price Bids will remain encrypted in the e-Tendering portal.
ITB 27.10	Replace the existing sub-clause by the following: Price bids shall be opened online and the bidders may view the status of price bid opening online in the e-Tendering platform. Price Bids will be opened electronically in the presence of at least three authorised officials of Purchaser.
ITB 27.12	Replace the existing sub-clause by the following: The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Bids

ITB 29.1	Replace the existing sub-clause by the following: To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing or may also be via the e-Tendering platform. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price bids, in accordance with ITB 33.
ITB 37.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees. The source of the selling exchange rate shall be: Reserve Bank of India. The date for the selling exchange rate shall be: the day of the deadline for bid submission.
ITB 38.1	A margin of preference shall apply. The application methodology is given in Section 3: Evaluation and Qualification Criteria.
ITB 41.1	The quantities or contract value may be increased or decreased by up to 20 percent (twenty %) .
ITB 42.3	The details shall be hosted on EESL e-proc site https://eesl.eproc.in
ITB 43	The contract shall be signed at Purchaser's office at New Delhi, India
ITB 44.2	Replace the existing sub-clause by the following:

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : 
 User ID : Rajneesh.rana
 Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019

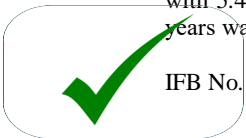


	<p>At the same time, the Purchaser shall upload Award of Contract details in the e- Tendering portal. The Purchaser will publish in the e-Tendering portal or well- known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing</p>
<p>ITB 47</p>	<p>Add the following clauses:</p> <p>47.1 Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces.</p> <p>47.2 Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Purchaser reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p> <p>47.3 In case the bidder who wishes to ascertain the grounds on which its bid was made non-responsive, may do so by submitting his + appeal offline to the Purchaser. Such a case shall be addressed as per Procurement Guidelines of ADB.</p> <p>47.4 The Purchaser reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Purchaser shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>47.5 The Purchaser reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>47.6 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected.</p> <p>47.7 Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation.</p>

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor

Signature :-
Signature :- RANJAN KUMAR, C=IN, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Rajneesh.rana
 Serial No : F2A592

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Section 3 - Evaluation and Qualification Criteria

1. Technical Evaluation

1.1 Technical Criteria

The cost of all quantifiable deviations and deficiencies from the technical requirements as specified in Section 6. Schedule Supply shall be evaluated. The Purchaser will make its own assessment of the cost of the deviations or deficiencies for the purpose of ensuring fair comparison of Bids. Such derived cost shall be added to the Bid Price concerned.

2. Qualification Criteria

The following provisions will be applicable for this bid.

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless, specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates that must satisfy these criteria.

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Eligibility for participation by Bidders in terms of nationality, conflict of interest, status as government-owned enterprise and sanctions either by ADB or other international development institutions.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Bidder should have, in the preceding two (2) completed Financial Years reckoned from the date of opening of the Bids, manufactured, tested and supplied the minimum of 15,000 no. of Bureau of Energy Efficiency (BEE) star Labelled or Equivalent International Standard Split air conditioners. International Bidders may note that ACs are covered under mandatory star rating program of BEE. So, all manufacturers have to get the BEE certificate in order to sell their product in India.

In case where the bidder is a Consortium, relevant combined experience of all the members of the Consortium shall be considered provided that all the consortium member/s are manufacturer/supplier of Air conditioners and have relevant experience for meeting the requirement above.

For assessment:

- Evidence of above experience shall be submitted in the bid such as certified copy (ies) of Purchase Order(s), Letter of Award(s), Work Order(s), Completion Certificate(s), Delivery Order(s), Sale Receipt(s), etc. Non manufacturing bidders may also submit bids with Manufacturers Authorization in prescribed format given in Section 4 (Bidding Forms)

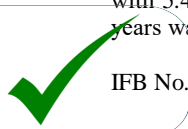
Undertaking about the manufacturing capacity per month (separately for in-house and for each of the source tied-up).

2.2.2 Technical Experience

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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2.2.2.1 The bidder to confirm that they are in business of manufacturing of air conditioners for the past minimum five (5) years as on date of bid opening and shall submit requisite documentary evidences in this regard.

2.2.2.2 The bidder shall submit details of in-house facilities for manufacturing Air Conditioners which shall include in-house power consumption test, cooling capacity test, operating conditions test as per IS-1391 part 1 and part 2.

In case bidder envisages outsourcing of manufacturing for supplies under the tender, the details as mentioned above pertaining to each of the manufacturer (s), from whom outsourcing is proposed, shall be submitted along with a declaration from respective manufacturers that they have tied up with the bidder for the manufacturing of the Air conditioners.

Bidders who do not have facility in India for manufacturing Air conditioners, shall demonstrate ability to supply and provide warranty/ replacement services in India during the warranty period the as per the quoted MSQ in given stipulated supply schedule, mentioned in the document.

2.2.2.3 The Bidder should have internal testing facility for testing of all electrical, thermal tests, operating tests and other safety tests. The bidders who don't have such facilities must submit requisite documents to prove firm alternate arrangement.

In case of consortium, anyone member should have the above-mentioned testing set up. Any bidder or Co-Maker can be part of only one consortium/ bid.

2.2.2.3 The bidder should be registered with ISO 9001:2008 or later standard and shall provide certified copy of the certificate valid as on the date of bid opening.

2.2.2.4 The bidder or its JV partner must have local support service center in the proposed locations and relevant experience in the Indian market. Necessary documents like service centers address, helpline number, complain redressal portal etc. are to be submitted

2.2.2.5 Bidder(s) should have their own trademark registered BRAND in the Indian market/International market. Proof of trademark registration, which is atleast 1 year old from date of floating this tender, to be submitted at the time of bid. Non-submission of this document makes the bid liable for rejection.

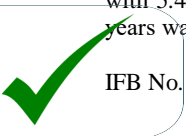
For assessment, bidder to submit self certified copies:

- Certificate of incorporation or equivalent certificate under relevant Act as applicable in bidder's country (or under Indian Companies Act, 1956 in case of domestic company)
- Certificate of Factory registration or equivalent certificate under relevant Act as applicable in bidder's country (or under Indian Factories Act, 1948 in case of domestic company).
- Certificate issued by Registrar of Companies and Article of Association or equivalent documents applicable in their State of Law.
- Relevant certificates related to manufacturing facilities shall also be scanned and uploaded. For example, Excise Control Code (ECC No.), Certificate under Indian

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Factories Act, 1948 etc. in case of indigenous bidder shall be provided. In case of foreign bidder, equivalent certificates related to having a manufacturing facility shall be uploaded to EESL bid committee's satisfaction.

- Details/documents in support of manufacturing facilities (in-house or of others in case of outsourcing tie-ups) for the following:
 - a. Manufacturing set-up for air conditioners:
 - Electrical tests.
 - Thermal tests
 - Operating conditions tests
- Proof of internal testing facility for air conditioners covering all applicable tests as per IS (PO/proof of purchase of testing equipments, test reports, snapshots of equipments etc.)
- ISO 9001:2008 registration (to be submitted at the time of LoI issuance in case bidder is international) and
- Proof of Trade Mark Registration.

2.3 Financial Experience:

2.3.1 Historical Financial Performance

The Bidder shall submit copies of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements, acceptable to the Purchaser, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position and its long-term profitability.

The bidder should be profitable in at least two year out of the preceding three (3) completed financial years i.e. 2015-16, FY 2016-17 & FY 2017-18 (out of which one should be FY 2017-18) w.r.t the date of bid opening.

In case, the audited results of three consecutive financial years are not available then the year preceding the last financial year shall be considered for evaluating the financial parameters.

For Consortiums/Joint Ventures, wherever applicable, the profitability condition should be complied by all the consortium members.

As a minimum, the Bidder's net worth calculated as the difference between total assets and total liabilities except shareholders fund should be positive.

For Consortiums/Joint Ventures, wherever applicable, the Net worth of all consortium/Joint Ventures members in combined manner should be positive calculated as the difference between total assets and total liabilities except shareholders fund

2.3.2 Size of Operation (Average Annual Turnover)

The average annual turnover of the Bidder from air conditioning business, in the preceding three (3) financial years w.r.t the date of bid opening, shall not be less than INR/USD specified in the table below for each lot:

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INR 350 Crore or 49.30 Million USD.

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

However, in case Bidder is a Consortium, the combined turnover of all the consortium members shall be considered. Each member of the Consortium should have been in existence for at least 3 years, counted from the date of floating date of this tender.

For assessment, bidder to submit self certified copies:

- Copies of the audited financial statements for last three years shall be submitted as proof of turnover.
- Certification of financial statements from a practicing Chartered Accountant, if applicable, for the preceding financial year.
- If applicable, legally enforceable Consortium Operating Agreement (COA) with the details of Lead Bidder and explicitly stating the roles & responsibilities of the consortium partners with intent to successfully execute the project activities for EESL throughout the contract period.
- Letter(s) of Commitment, from each of the Consortium members as per the Bidder's format to be specified in the bidding document.
- Existing Joint Venture Agreement / Memorandum of Association (if applicable)
- Declaration for nominated representative of the Joint Venture authorize to conduct the business (if applicable)
- Brand Certificate, if any.

EESL reserves the right to inspect the Works of the bidder to assess Manufacturing Capacity, Quality Assurance Systems, input components and raw material quality along with finished product performance testing during pre-bid stage. Inadequate facilities, or inadequate resources (required to fulfill the tender requirements), as per the assessment by EESL/ Authorized representatives, makes the bid liable for rejection. However, post award of work for Pre-Dispatch Inspection, EESL shall visit bidder's facility as & when required.

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Part 2: Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture / Consortium		Submission Requirements
		All Partners Combined	Each Partner	

2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI - 1 and ELI - 2
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2.1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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2.1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI - 1 and ELI - 2
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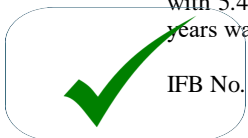
2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last 3 years, of one contract of Rs 140 Crores (USD 19.7 mn) or of 2 contracts each valued at INR 88 crore (USD 12.4 mn) or of 3 contracts each valued at INR 70 crore (USD 9.9 mn) of inverter based Split air conditioners..	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

2.2.2 Technical Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the air-conditioners of ISEER 4.5 (BEE-5 Star) or equivalent or better efficiency have (a) been in production for at least 1 year, and (b) been sold a minimum of 15000 units of similar type and specification over the last three (3) years;	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor

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2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture / Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of INR 350 crore (49.30 Million USD) calculated as total payments received by the Bidder for contracts completed or under execution over the last 3 years.	must meet requirement	must meet requirement	must meet _____ of the requirement	must meet _____ of the requirement	Form FIN - 2

2.3.3 Profitability

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture / Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder should not have suffered any financial loss in previous financial year and also should not have suffered loss for more than one (1) year out of the	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor.

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preceding three (3) completed financial years as on date of bid opening.				
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Examples of such criteria appear below:

3.1 Adjustment for Scope

3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser’s Country provided in Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price

3.1.2 Minor Omissions or Missing Items

“Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bid

3.2 Adjustment for Deviations from the Terms of Payment

Deviation from the terms of payment as specified in special condition of contract shall NOT be permitted. Bids deviating from the required terms of payment will be rejected.

3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations in delivery schedule are not permitted. No credit will be given for earlier completion. Bids deviating from the required delivery and completion schedule will be rejected.

3.4 Deleted

3.5 Operating and Maintenance Costs

Operation is not in the scope of the Bidder.

The Product warranty for 1 year is to be included by the bidder in the Price to be quoted by the bidder. In addition, the bidder shall also quote for extended warranty in 2nd year and 3rd year after the end of the standard one year warranty for those buyers who may be interested in an extended warranty. However, the rates quoted for warranty in the 2nd and 3rd years will not form a part of the financial bid evaluation. Terms & Conditions of the Repair & maintenance are specified in the Section 6.

3.6 Spare Parts

The list of items and quantities of spare parts as per site requirement, during the period of operation (1 year) is to be provided by the successful bidder.

3.7 Performance and Productivity of the Goods

As indicated in Section 6.

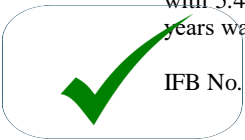
3.8 Multiple Lots (Contracts)

Not Applicable

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3.9 Margin of Preference: Method of Application

For evaluation and applying the domestic preference criteria, responsive bids shall be classified in one of the following two groups:

(a) **Group A:** bids exclusively offering goods manufactured in the country of the borrower

(b) **Group B:** bids offering goods manufactured abroad that have been already imported or that will be directly imported.

Bidder may fill the price bid from Group A or Group B as per their country of origin and Financial Evaluation shall be done on these groups. It is mandatory to quote for Group C () and Group D (). Failing which the bid shall not be considered for further process.

- The price quoted for goods in bids of groups A shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes/GST on the finished product (Evaluation shall be done on total EXW). The price quoted for goods in bids of group B shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid. (Evaluation shall be done on total price CIP)
- In the first step, all evaluated Bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A is the lowest, it shall be selected for the award.
- If as a result of the comparison under paragraph 3 above, the lowest evaluated Bid is a Bid from group B, the lowest evaluated bid from group B shall be further compared with the lowest evaluated Bid from group A after adding to the evaluated price of goods offered in the Bid from group B, for the purpose of this further comparison only, an amount equal to 15% of the CIF or CIP bid price. The lowest evaluated Bid determined from this last comparison shall be selected."
- The foreign bidder is responsible for all custom clearance which inter alia comprises of paying loading/ unloading fees at port, any commission to be paid or any other incidental fees to be paid to get the material cleared from custom authorities and get it delivered to final destination. However, EESL will reimburse only custom duty to foreign bidder on submission of documentary evidences.
- The entire lot of 50,000 ACs are expected to be deployed in Mumbai, Thane, Navi Mumbai (20,000 units) and Delhi-NCR region (30,000 units). However, EESL reserves the right to change the supply locations to any states (except North East, J&K), if the situation warrants. The bidder shall be reimbursed the incremental freight, if any, on production of documentary evidence in the event of any change in the destination.

3.9 Margin of Preference

Margin of preference shall be applied as defined above.

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Section 4 - Bidding Forms

Table of Forms

TECHNICAL BID SUBMISSION SHEET

THE BIDDER MUST ACCOMPLISH THE TECHNICAL BID SUBMISSION SHEET ON ITS LETTERHEAD CLEARLY SHOWING THE BIDDER'S COMPLETE NAME AND ADDRESS.

PRICE BID SUBMISSION SHEET *THE BIDDER MUST ACCOMPLISH THE PRICE BID SUBMISSION SHEET ON ITS LETTERHEAD CLEARLY SHOWING THE BIDDER'S COMPLETE NAME AND ADDRESS.* **Error!**

Bookmark not defined. TO BE OFFERED FROM WITHIN THE PURCHASER'S COUNTRY

TO BE OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY FROM OUTSIDE AND WITHIN THE PURCHASER'S COUNTRY

TABLES OF ADJUSTMENT DATA

FORM OF BID-SECURING DECLARATION

MANUFACTURER'S AUTHORIZATION

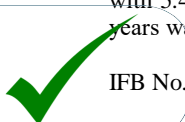
SECTION 7 - GENERAL CONDITIONS OF CONTRACT

SECTION 8 - SPECIAL CONDITIONS OF CONTRACT

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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Technical Bid Submission Sheet

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

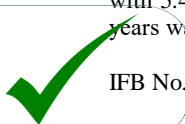
We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services. _____
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2. _____
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : _____
C/O ENERGY EFFICIENCY SERVICES LIMITED, C-IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



- (i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name _____

In the capacity of _____

Signed _____

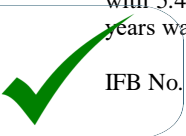
Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor.”

Signature :-
C:\S:\ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Price Bid Submission Sheet

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____
ICB No.: _____
Invitation for Bid No.: _____
Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services. _____
- (c) The total Bid price, excluding any discounts offered in item (d) below is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words],
[amount in figures]

The total bid price from the Price Schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows:
Discounts: If our Bid is accepted, the following discounts shall apply: _____

Methodology of Application of the Discounts: The discounts shall be applied using the following method:

- (e) Our bid shall be valid for a period of _____ days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : _____
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name _____

In the capacity of _____

Signed

Duly authorized to sign the Bid for and on behalf of _____

Date

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

Signature : _____
IPSC/ENR/EST/DELHI, QID.2.5.4.17=110003, OU=BD AND CONTI
C=IN, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Group A: Price Schedule for Goods to Be Offered from Within the Purchaser's Country (Mandatory schedule and part of Financial Evaluation)

Name of Bidder _____

IFB Number EESL/06/ICB-AC/181903046 dated 15.03.2019

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	GST and Other Taxes Per Item	Total Price per Item including GST
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
1	Supply of ≥5.4 ISEER 1.5 TR Split AC's. (Inclusive of 1 year comprehensive warranty and 05 years warranty on compressor s)			50,000 Numbers				
Total Amount								

Notes:

Column 4:	In accordance with margin of preference ITB 38, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
Column 6:	Incoterm in accordance with ITB 14 Currency in accordance with ITB 15 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
Column 8:	Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

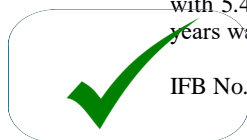
Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : _____
Signature : _____
 C:\O-ENERGY EPROCUREMENT SERVICES LIMITED, C=IN
 User ID : Rajneesh.rana
 Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Group B: Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

(Mandatory schedule and part of Financial Evaluation)

Name of Bidder _____

IFB Number EESL/06/ICB-AC/181903046 dated 15.03.2019

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIP (Thane / Delhi NCR)	Customs Duty per unit in INR	Total Price CIP per unit	Customs duty per unit in INR	IGST per unit
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6	
1	Supply of ≥ 5.4 ISEER 1.5 TR Split AC's. (Inclusive of 1 year comprehensive warranty and 05 years warranty on compressor s)		50,000 Numbers					
Total Amount								

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Name _____

In the capacity of _____

Signed _____

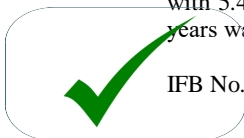
Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor

Signature : _____
C:\O-ENERGY E-PROCUREMENT SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Group C: Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

(Mandatory schedule. The items in the Schedule will not be considered for bid evaluation)

Name of Bidder _____

IFB Number EESL/06/ICB-AC/181903046 dated 15.03.2019

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Supply of outdoor unit stand (Wall/Floor Mounting) with vibration pads, nut bolts etc. complete in all respects		50,000 numbers				
2	Installation of AC at various location as per RFP (Including Dismantling of old ACs, copper pipe connections etc.)		50,000 numbers				
3	Inland transportation including loading, unloading and transfer to Site, insurance and other costs incidental to delivery		50,000 numbers				
Total Amount							

In case of a joint venture / consortium, the bid security must be in the name of all partners / members to the joint venture / consortium that submits the bid.

Notes:

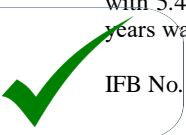
Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : _____
USER ID : RAJNEESH.RANA
 SERIAL NO : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Group D: Price Schedule for OPTIONAL Related Services to Be Offered from Outside and Within the Purchaser's Country

(Mandatory schedule. The items in the Schedule will not be considered for bid evaluation)

Name of Bidder _____

IFB Number EESL/06/ICB-AC/181903046 dated 15.03.2019

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Additional warranty for one year i.e. for 2nd year post the expiry of the standard one year warranty		50,000 numbers				
2	Additional warranty for one year i.e. for 2nd year post the expiry of the standard one year warranty		50,000 numbers				
3	Copper Pipe		Per Metre				
4	EPPDM Rubber Insulation for refrigerant piping		Per Metre				
5	Power Cable		Per Metre				
6	Drain Pipe		Metre				
7	Buyback of old ACs		Numbers				

Notes:
 Columns 5 and 6: Currencies in accordance with ITB 15
 Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : _____
 User ID : Rajneesh_rana
 Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Please note that the bidders are required to quote for these optional item only at this stage. These will not form a part of the bid evaluation process as these are all optional and may not be needed by all consumers.

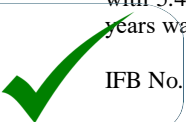
Notes applicable to price schedules above:

1. The bidder(s) has to mandatorily quote for all the line items/services/jobs enlisted in the Price Bid Sheet format. Else, the bid shall be liable for outright rejection.
2. If there is a discrepancy between the individual unit rates and the total amount, the unit rates will prevail.
3. Bid with variable price(s) will not be accepted.
4. Prices once quoted shall remain firm, and subject not be subject to any escalation, till completion/execution of the contractual assignments/work and till the contract's validity / extension, if any.
5. The contractor shall need to be mandatorily registered with the relevant Tax Authority (ies) for the LOA items (services, where applicable), and furnish photocopy of their tax registration certificate(s) and PAN along with each Tax invoice.
6. Deposit of all statutory taxes, duties, levies, etc. to government authorities shall be the sole responsibility of the contractor and the contractor shall indemnify EESL for any tax claims/problems, etc. with the statutory authority/Government or State authorities.
7. Income tax, TDS, etc. will be deducted at source by EESL as per government policies.
8. Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to EESL by the implementing partner(s).
9. The above prices cover supply at EESL designated consumer address in the Mumbai and Delhi NCR Regions, and includes loading, unloading, transfer to site, insurance, and other costs incidental to delivery. . Although the intended supply of airconditioners is for Delhi NCR and Mumbai/Thane/Navi Mumbai, but EESL reserves the right to get supply on Pan- India basis. The incremental freight, if any, would be reimbursed to the supplier on actual basis on production of documentary evidence.
10. Supply of ancillary items in standard package including copper pipe, insulation, power cable and drain pipe- all 3 metres long shall be part & inclusive of price schedule for related services to be offered from outside and within the purchaser country.
11. The bidder is also required to quote for optional items like additional warranty, additional copper tubing etc which he may have to supply if so required by the consumer at the site. As these are optional items, they will not be considered for bid evaluation.
12. (The successful bidder shall comply with all the statutory compliances, specifically pertaining to The Legal Metrology Act 2009.
13. EESL shall provide necessary further information pertaining to the Maximum Retail Price (MRP) to be imprinted on the packaged commodity.
14. Further, the bidder(s) must make sure that any compliances, to be ensured by EESL are communicated to EESL by the bidder(s) and if required, EESL may take assistance from the bidder(s) to execute such compliance(s) and the bidder(s) shall be reimbursed the statutory fee only, for performing compliance(s) on behalf of EESL applicable on EESL.
15. EESL reserves the right to accept or reject any bid or part without assigning any reason.
16. GST shall be reimbursed at actuals on production of documentary evidences.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature :
C:\O\ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019

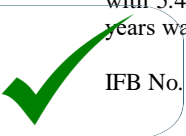


I/We have read all the terms and conditions of the Tender/IFB/NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the Tender/IFB/NIT.

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

Signature :-
C:\S:\ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Form of Bid Security

[insert bank's name, and address of issuing branch or office] ¹

Beneficiary: [insert name and address of purchaser]

Date: [insert date]

Bid Guarantee No.: [insert number]

We have been informed that [insert name of the bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Invitation for Bids No. [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

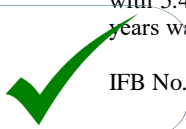
This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

¹ All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature :
C:\20 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Manufacturer's Authorization

Date: [insert date (as day, month, and year) of bid submission]

ICB No.: [insert number of bidding process]

To: [insert complete name of purchaser]

WHEREAS

We [insert complete name of manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of manufacturer's factories], do hereby authorize [insert complete name of bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and/or brief description of the goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of manufacturer]

Dated on _____ day of _____, _____ [insert date of signing]

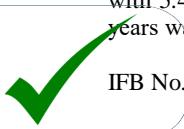
All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the BDS.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature :
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



DEVIATION CERTIFICATE

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____
ICB No.: _____
Invitation for Bid No.: _____
Alternative No.: _____

To

The General Manager (BD & C)
Energy Efficiency Services Ltd. (EESL)
6th Floor, Core-3,
Scope Complex, Lodhi Road,

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for IFB/RfP No._____. These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section/ Part/ Chapter	Clause No.	Page No.	Statement of Deviations/ Variations	Cost of withdrawal
------------------------------	---------------	-------------	---	--------------------

A. COMMERCIAL DEVIATIONS :

B. TECHNICAL DEVIATIONS :

Date : (Signature).....
Place : (Printed Name).....

(Designation).....
(Common Seal).....

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor

Signature : _____
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

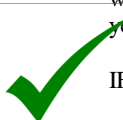
Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name (Lead Member in case of Consortium)	
In case of Joint Venture / Consortium, legal name of each partner	
Bidder's country of constitution (Lead Member in case of Consortium)	
Bidder's year of constitution (Lead Member in case of Consortium)	
Bidder's legal address in country of constitution (Lead Member in case of Consortium)	
Bidder's authorized representative (name, address, telephone numbers, fax numbers and e-mail address)	
Attached are copies of the following documents: <ul style="list-style-type: none"><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2<input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture or Consortium named above, in accordance with ITB 22.2<input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1<input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5	

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019

Signature :
User ID : Rajneesh.rana
Serial No : F2A592
EESL/06/ICB-AC/181903046 DELHI, QID.2.5.4.17=110003, OU=BD AND CONTI
ENERGY EFFICIENCY SERVICES LIMITED, C=IN



Form ELI - 2: Joint Venture / Consortium Information Sheet

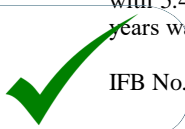
Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name (Lead Member in case -of Consortium)	
Joint Venture / Consortium Partner's legal name	
Joint Venture / Consortium Partner's country of constitution	
Joint Venture / Consortium Partner's year of constitution	
Joint Venture / Consortium Partner's legal address in country of constitution	
Joint Venture / Consortium Partner's authorized representative information (name, address, telephone numbers, fax numbers and e-mail address)	
Attached are copies of the following documents: <ol style="list-style-type: none">Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2Authorization to represent the firm named above, in accordance with ITB 22.2In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5	

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature :
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Form EXP - 1: Contractual Experience

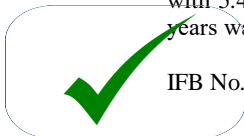
Fill out one (1) form per contract.

Contractual Experience			
Contract No of	Contract Identification		
Award Date	Completion Date		
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier		
Total Supply Quantity	(in Nos.)		
If partner in a joint venture or consortium, specify participation of total contract amount	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Percent of Total</td> <td style="width: 50%; border: none;">In Nos.</td> </tr> </table>	Percent of Total	In Nos.
Percent of Total	In Nos.		
Purchaser's name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criterion 2.2.1 of Section 3			

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature :-
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Serial No : F2A592
C:\E:\ENERGY EFFICIENCY SERVICES LIMITED, C=IN

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Form EXP - 2: Technical Experience

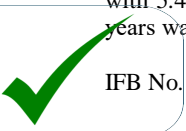
Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in accordance with Criterion 2.2.2 of Section 3	
The bidder to confirm that they are in business of manufacturing of Air conditioners for the past minimum three (3) as on date of bid opening.	
The bidder should be registered with ISO 9001:2008 standard.	
Description of the similarity in accordance with Criterion 2.2.2 of Section 3	

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of joint ventures / consortium, each Partner / Member must fill out this form separately, and provide the Joint Venture Partner / Consortium Member name below:

Joint Venture Partner / Consortium Member: _____

Financial Data for Previous ___ Years [INR Equivalent]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities excluding shareholders fund (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA – CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of joint ventures / consortium member, to the corresponding Joint Venture Partner / Consortium Member's FIN-3.
-----------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor."

Signature : _____
USER ID : RAJNEESH.RANA
 SERIAL NO : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture / Consortium Member in terms of the amounts billed to clients for each year for work in progress or completed, converted to Indian Rupees at the specified exchange rate.

In case of joint ventures / consortium, each Partner / Member must fill out this form separately, and provide the Joint Venture Partner / Consortium Member name below:

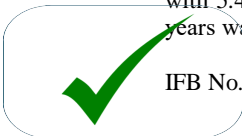
Joint Venture Partner / Consortium Member: _____

Annual Turnover Data for the Last Years			
Year	Amount Currency	Exchange Rate	INR Equivalent
Average Annual Turnover (AAT)			

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor.”

Signature :-
User ID : Rajneesh.rana
Serial No : F2A592
C:\30-ENERGY EFFICIENCY SERVICES LIMITED, C=IN
DELHI, QID.2.5.4.17=110003, OU=BD AND CONTI

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,² lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (INR equivalent)
1		
2		
3		

This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

² Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor

Signature :- 
OFFICE OF THE CHIEF ENGINEER, DELHI, QID.2.5.4.17=110003, OU=BD AND CONTI
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Rajneesh.rana
 Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



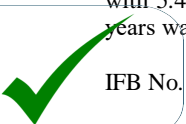
Section 5 - Eligible Countries

There is no country restriction and universal procurement will apply.

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

Signature :-
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Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Section 6 - Schedule of Supply

1. SCOPE OF WORK and Special Terms and Conditions

1. SCOPE OF WORK :

The brief scope of work essentially consists of following: -

- Design, manufacture Supply, Installation, Comprehensive Maintenance, warranty and customer support of 1.5 TR Split inverter type AC 5.4 (min) ISEER as per technical specifications (Details attached in ANNEXURE-I).
- The contractor shall specify the make, model and other technical details of each of the item in particular the ACs split units, being offered, in the letter accepting to the execution of this award of work. The contractor shall be obligated to put up a sticker depicting the BEE star labelling, EESL logo and any other necessary information important.
- Contractor shall provide warranties on the machine as per information specified in the technical specifications at Annexure-I. During the warranty period, all services and spares, wherever require replacement due to natural ageing, such as /filters/compressors/thermostats/refrigerant, etc. same shall be provided free of cost by successful bidder.
- Bidder must provide the Warranty on all parts of Air Conditioner components.
- Bidder has to ensure seamless integration of new AC into the existing walls (which should be strong enough to withstand the weight of AC) to ensure minimal need for civil works.
- The bidder shall be liable to take up installation during late evening/early morning and holidays as per requirement of client.
- The bidder shall be wholly and fully responsible for the manufacturer's warranty in respect of quality and workmanship of all material covered under this offer.
- The bidder has to ensure the trouble free operation of air conditioning systems at the rated performance with minimum breakdown throughout on-site warranty period.
- Before handover any Theft / damage of the equipments shall be the liability of the bidder and EESL has no role to play.
- Bidder to undertake dismantling of all existing split and Window AC units and offer buy-back of the same wherein consumers will have a choice to go for buy back or without buy back. Bidder may quote for buy-back on per unit basis as per estimated BOQ mentioned in the tender. The buy-back BOQ is however, liable to change.
- The bidder must follow the norms of disposal of Electronic goods (ewaste-Management) rules 2016 as specified by MOEF &CC of the buyback items and produce required certificate.
- EESL reserve the right for quantity variation of up to 20%.
- Successful bidder will provide all necessary technical and operational information (i.e. Standard Operating Procedure/Manuals with every unit) with regard to the new equipments to EESL.
- Bidder has to deploy sufficient teams in the field for handling complaints related to local minor faults for ACs on call basis (such as gas leakage, gas locked, fan jammed, thermostat malfunctioned, remote not working, water seepage, excessive vibration/noise from AC units, etc.). All such complaints shall be attended by bidder within 24 hours of intimation of any minor problem in the installed ACs in direct co-ordination with local Client. These services will be provided by successful bidder upto the warranty period.
- In order to address complaints, warranting replacement of complete unit/compressor (Major faults), the said complaints shall be resolved within 48 hours (Metros) and 72 hours for (Non-Metros cities) *. In case of delay in complaint resolution, bidder shall be charged Rs. 100 per AC per hour from the due date of the redressal/replacement to the actual date of

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5

years warranty on the compressor
IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019

Signature :-
C:\O\ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh_rana
Serial No : F2A592



redressal/replacement. The supplier shall maintain a functional toll-free Customer Care Helpline Number for recording consumers' complaints and ensure appropriate course of action is initiated against each complaint. IT framework of customer care helpline shall be compatible with the Customer Care Centre Helpline of EESL.

- Apart from machine cost, bidder has to mention price of following additional material (Not the part of financial evaluation, quantity will be consumed whenever required at site with the instruction of EIC. Moreover, the cost of the same shall be borne directly by the consumers).
 - a. Refrigerant Copper pipe (Rs./metre)
 - b. Drain pipe (Rs./metre)
 - c. Outdoor Unit Stand(Rs. per stand)
 - d. Power cable (Rs./metre)
 - e. For outdoor unit stand, bidder has to specify the type of the stand and mention the price for Bracket stand and L shape stand separately.
 - f. Bidders have to mention the separate cost for ISI Marked and/or ISO-9001 Stabilizer of capacity 4 KVA and 5 KVA.
 - g. Buy-back cost of old working ACs.
- The bidder may please note that payment for all the items listed in the Schedule titled "Price schedule for related services & optional related services to be offered from outside and within the purchaser's country" will be made directly by the consumers. EESL would be making payment to bidders only for all the items mentioned under the following Schedule "Price schedule for goods to be offered from within or outside the purchaser's country".
- Theft/damage of equipment's at site will be liability of the bidder till handover of equipment's to the consumer in the prescribed material receipt certificates.
- The supplier shall supply the ordered quantity as and when required within time limes stipulated by the EIC from the date of intimation or date of purchase order at the desired locations mentioned in the Purchase Order. In case of non-execution of the order either partially or fully, EESL reserves the right to terminate the agreement and purchase from alternative source at the risk and cost of the default supplier. In such cases the EESL, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.
- The successful Bidder will be responsible to execute the work of particular consumer as per the timeline given in as follows:
- Delivery of all at respective site shall be within 2 days (working hours) from the date of written communication/or any other medium PO given to the bidder for the particular consumer. The Supplier should acknowledge the receipt of the Purchase Order within 24 hours days of its receipt.
- Moreover, the supplier/installation team details have to be shared with the consumer via sms/phone calls/emails.

1. Bill of Quantity

Sl.	Particulars	Unit	Qty
1	1.5 TR ISEER 5.4 (min) rated SAC	Nos.	50000

* Installation sites in cities/ towns/ areas classified as 'X' and 'Y' as per Department of Expenditure, Ministry of Finance, Government of India's OM No. 2/5/2014-E.II (B) dated

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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Signature :
 User ID : Rajneesh.rana
 Serial No : F2A592



21 July 2015:

2. Test Reports For Registration and Acceptance of Goods

The following test certificates are to be submitted:-

1. ISEER Certificate from an NABL accredited (or recognized as equivalent or approved by EESL laboratory).
2. IS certification on maximum operating tests as per clause 9.2 of IS-1391-2 with ammendments till date.
3. IS certification on capacity rating tests as per clause 9.9 of IS-1391-2 with ammendments till date.
4. Moreover, the tests shall follow IS-1391(part 1) 1992 and IS-1391(part 2).
5. BEE Star Label Certificate for the model of the AC

In case of products having satisfactory test reports from International Laboratory Accreditation Cooperation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs, it would be sufficient to consider the products of requisite quality for acceptance otherwise bidder must to comply with the EESL Quality Inspection guidelines. (Attached in Annexure-II).

6. Quality plan and Pre-dispatch Inspection (PDi)

- Manufacturer will be wholly responsible for Quality and performance of the AC's in the field as per the EESL specifications.
- The supplier needs to get the samples from first lot jointly tested with EESL at NABL Third Party Lab for type tests. The cost of the first such tests shall be borne by the supplier. Further, joint testing of samples may be carried out by EESL from any of the future lots from the supplier at EESL's discretion.
- EESL reserves the right to inspect the Works of the bidder to assess Manufacturing Capacity, Quality Assurance Systems, input components and raw material quality along with finished product performance testing either during pre-bid stage or post award. (As per ANNEXURE-II)
- The supplier shall provide Batch Test Certificate of each shipment, confirming compliance to the technical specifications and other Tender requirements. The Test Certificate needs to be transmitted electronically to EESL 24 hours in advance of dispatch date. Otherwise, EESL, during the contract period, will pick-up the samples at random from supply and get it these tested from NABL-certified Labs at the cost of the supplier.
- Items will be supplied in proper packing to avoid any damage during transit and storage. The supplier shall be responsible to transport and insure the AC's till their receipt at the designated locations.

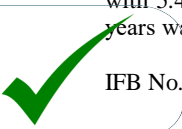
7. Instruction to bidder

- Inspection/Removal of Rejected Goods and Replacement: If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment doesn't meet the stipulated performance requirements at the site, the same shall be rejected by EESL and notification to this effect will be issued to the bidder normally within 7 days from the date of receipt of the material at the work/site/office.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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- The bidder shall arrange removal and replacement of the rejected items within 7 days from the date of notification. In the event, the bidder fails to lift the materials within the said 7 days, EESL shall be at liberty to dispose-off such rejected items in any manner as it may deem fit. All expenses incurred on to-and-fro freight, repacking charges, storage, disposal etc. shall be recoverable from the bidder.

EESL reserves the right to disqualify the bidder from participating in the subsequent tenders based on the performance rating as assessed by EIC.

2. TECHNICAL SPECIFICATIONS OF 1.5 TR Split inverter Air conditioners

S.NO	Particulars	Details	Value
1	BEE Star Rating	Stars	5
2	ISEER		≥5.4
3	Technology	Inverter AC	-
4	Derating Capacity	at 45°C	Equal to Or more than Full load rated capacity
5		at 50°C	Equal to Or more than 90% of Full load rated capacity
6	Power Supply	V/Hz/Ph	230 / 50 / 1 Phase
7	Wide Operating Voltage Range	V	145~270
8	Refrigerant Gas		Low GWP (<700)

Note: Product operations like self diagnosis, dual temperature, antiodust and catalyst filter should be included. Evaporator coils, condensor coils and all connecting coils/tubes must be of copper and designed as per applicable Indian Standard (IS-10773), Bureau of Energy Efficiency Minimum Energy Performance Standard (BEE MEPS) and equivalent international standards. All tubes and coils of the indoor unit, outdoor unit and accessories must be protected with a epoxy based corrosion resistant coating.

1. Penalties and Liquidated Damages:

- In case of any delay in the execution of the SUPPLIES, beyond the stipulated time schedule, EESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract. However, the LD will not be applicable for the period if delay is not on bidder's part.
 - Alternatively, EESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk and cost of the successful bidder/contractor and recover all such extra cost incurred by EESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc.
 - EESL also reserves the right to cancel the order completely or partly without any prejudice to the exercise of the actions under Clauses 'a' and 'b' above.
- Penalties for non-fulfillment of minimum uptime requirement (Refer B.2) and delays in Rectification of AC faults shall be:
In order to address complaints, warranting replacement of complete unit/compressor (Major faults), the said complaints shall be resolved within 48 hours. In case of delay in complaint resolution, bidder shall be charged Rs. 100 per AC per hour from the due date of

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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replacement to the actual date of replacement / A complaint management procedure will be incorporated to resolve such issues.

The supply schedule committed by vendor during the initial phase should be complied by vendor and failing to which will lead to requisite penalty as per the powers of EIC.

2. Quality plan and Pre-dispatch Inspection(PDI) :

- Manufacturer will be wholly responsible for Quality and performance of the AC's in the field as per the EESL specifications.
- The supplier needs to get the samples from first lot jointly tested with EESL at NABL Third Party Lab for type tests. The cost of the first such tests shall be borne by the supplier. Further, joint testing of samples may be carried out by EESL from any of the future lots from the supplier at EESL's discretion.
- EESL reserves the right to inspect the Works of the bidder to assess Manufacturing Capacity, Quality Assurance Systems, input components and raw material quality along with finished product performance testing either during pre-bid stage or post award. (As per ANNEXURE-II)
- The supplier shall provide Batch Test Certificate of each shipment, confirming compliance to the technical specifications and other Tender requirements. The Test Certificate needs to be transmitted electronically to EESL 24 hours in advance of dispatch date. Otherwise, EESL, during the contract period, will pick-up the samples at random from supply and get it these tested from NABL-certified Labs at the cost of the supplier.
- Items will be supplied in proper packing to avoid any damage during transit and storage. The supplier shall be responsible to transport and insure the AC's till their receipt at the designated locations.

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

- **GM (Contracts)** – for all issues pertaining to clarifications w.r.t contractual and commercial issues or requiring amendments on the terms and conditions of LOA in general.
- **Engineer-In-Charge (EIC)** - all the activities pertaining to execution of the works at site, as per the provisions under the terms of the LOA, on behalf of EESL.

i. Appointment of NODAL Officer by Successful Bidder:

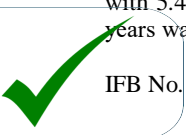
Successful bidder shall intimate the details of NODAL Officer, within one week of issue of LOA, who shall be the single point contact from their side for all communications (technical as well as contractual). EESL also shall intimate the details of Engineering In-charge (EIC) who shall coordinate all the activities from the side of EESL.

1. **Warranty of air conditioners during the contract period – 1 Year Standard on the indoor unit and its components and 5 years on the compressor shall be reckoned from the date of supply and installation of the air conditioner at the consumer household/site and the two year extended warranty shall be optional for the consumers to avail and will begin at the end of the one year standard warranty period)**
2. A Complaint Management System to be utilized for complaint lodging, monitoring, action,

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

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attending and closure of warranty redemption requests.

3. From the date of supply, every Bidder must have officials (region wise) to track the supply schedule along with resending the faulty ACs back to factory works of vendor. The cost of transportation of ACs will be borne by vendor.

3. **Compliance with all Statutory Regulations:**

- a) Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LOA including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful bidder including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub-contractor(s) also. The successful bidder shall submit the documentation to EESL, on monthly basis, as required under the applicable statutory requirements.
- b) Successful bidder shall indemnify EESL for any accident, injury met by its labor, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. EESL has no role to play in this matter.

Some of the Sample Report Formats are attached. Final Report Formats shall be informed by EIC at appropriate stage.

4. **Cost of tender Documents:**

Interested bidders may view the tender documents at <https://eesl.eproc.in> or could be viewed after following the link of 'e-Tendering' on EESL home page, i.e. <http://eeslindia.org> from where the registered vendors [**registration process is explained at EESL home page in "E-tendering" section**] with EESL will be able to download the tender documents and submit their bids online. The cost of tender documents is Rs.25,000/- (Rupees Twenty Five Thousand only-Non refundable and Non Adjustable) or 352 USD which shall be payable in the form of DD/Pay order or Banker's Cheque in favour of Energy Efficiency Services Limited issued by any scheduled/nationalized bank payable in Noida/New Delhi (under this option the details of DD No. & Date, amount, bankers name etc has to be submitted in relevant field/column of online module). Tenders without this cost are liable to be rejected. It should be ensured by the vendor that the original DD is received by EESL before opening time of techno-commercial bids for verification of the details of DD given online by the vendors.

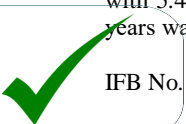
The tender submission, tender closing and opening will be done electronically and online.

EESL will not be responsible for any delay, loss or non-receipt of Tender Document Cost sent by post/courier. The instrument should reach in original to EESL office before the Bid Opening date. Bids not accompanied with the requisite tender document cost may not be opened.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor

Signature :
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IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Section 7 - General Conditions of Contract

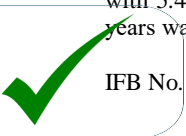
Table of Clauses

1.DEFINITIONS	762. CONTRACT DOCUMENTS	773. FRAUD AND CORRUPTION
774. INTERPRETATION	785. LANGUAGE	796. JOINT VENTURE
807. ELIGIBILITY	808. NOTICES	809. GOVERNING LAW
810. SETTLEMENT OF DISPUTES	8011. SCOPE OF SUPPLY	8012. DELIVERY
8013. SUPPLIER'S RESPONSIBILITIES	8114. PURCHASER'S RESPONSIBILITIES	8115. CONTRACT PRICE
8116. TERMS OF PAYMENT	8117. TAXES AND DUTIES	8118. PERFORMANCE SECURITY
8219. COPYRIGHT	8220. CONFIDENTIAL INFORMATION	8221. SUBCONTRACTING
8322. SPECIFICATIONS AND STANDARDS	8323. PACKING AND DOCUMENTS	8424. INSURANCE
8425. TRANSPORTATION AND TESTS	8426. INSPECTIONS	8427. LIQUIDATED DAMAGES
8528. WARRANTY	8529. PATENT INDEMNITY	8630. LIMITATION OF LIABILITY
8731. CHANGE IN LAWS AND REGULATIONS	8732. FORCE MAJEURE	8733. CHANGE ORDERS AND CONTRACT AMENDMENTS
8834. EXTENSIONS OF TIME	8835. TERMINATION	8936. ASSIGNMENT

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature :-
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in Section 5.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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Signature : 
C:\S:\ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
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IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



- (o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) “ADB” is the Asian Development Bank.
- (q) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

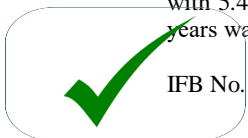
(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (vii) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (viii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (ix) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (x) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (xi) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB’s contractual rights of audit or access to information; and

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- (xii) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate³ in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms,

³ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).



published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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- 6. Joint Venture** 6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility** 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices** 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply** 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery** 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the

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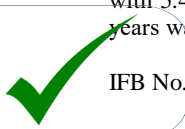
Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

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- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier need to share with ADB or other institutions participating in the financing of the Contract;



- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after



approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation**
- 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections 6 (Schedule of Supply).
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 6 (Schedule of Supply).
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may

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be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

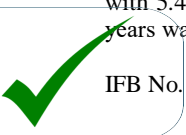
Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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- 29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

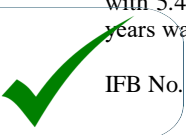
32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature : 
C:\O\ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for

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performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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Section 8 - Special Conditions of Contract

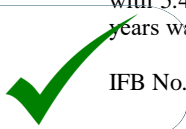
Following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: INDIA
GCC 1.1(k)	The Purchaser is: Energy Efficiency Services Limited, New Delhi (EESL) India
GCC 1.1 (q)	The Site is: change. Thane/Mumbai/Navi Mumbai/ Delhi NCR Bidders to note that the location /destinations given above are tentative and EESL reserves the right to change both quantities and dispatch destinations. The incremental freight, if any, on account of change in the destination would be reimbursed to the supplier on production of documentary evidence
GCC 4.2 (b)	The version of Incoterms shall be: Incoterms 2010
GCC 5.1	The language shall be: English Language for translation of supporting documents and printed literature is: English
GCC 8.1	For notices , the Purchaser's address shall be: Mr. Rajneesh Rana (GM-BD & C) 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph 011-45801260 E-mail address: rana@eesl.co.in
GCC 9.1	The governing law shall be: The Laws of India
GCC 10.2	The formal mechanism for the resolution of disputes shall be as follows: <u>For a contract with a Foreign Supplier:</u> In case of dispute between the Purchaser and a foreign supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Center. The arbitration procedure shall be administered by the Singapore International Arbitration Center. Place of arbitration: SINGAPORE <u>For a contract with a Local Supplier</u> In case of a dispute between the Purchaser and the Local Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration laws of India Place of arbitration: New Delhi
GCC 11.1	The Scope of Supply shall be defined in : Section 6 Schedule of Supply
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: Documents for equipment shipped from outside the Purchaser's country Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of goods, quantity, date of shipment, port of shipment, etc. Supplier shall send the following documents to the Purchaser with a copy to the Insurance company:

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- (i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price and separately FCA price for equipment, insurance, and transportation fees;
- (ii) Two (2) packages (including one (1) original and (1) copy) of bill of lading with note "freight is paid" and indicating paid;
- (iii) A Packing List
- (iv) Manufacturer's or Supplier's warranty certificate
- (v) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment;
- (vi) Three (3) packages (including one (1) original and two (2) copies) of the test reports issued by the factory and certified inspection agency or the Purchaser's representative, as appropriate;
- (vi) Three (3) packages (including one (1) original and two (2) copies) of the Certificate of Origin;

The Supplier shall arrange pre-shipment inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies) of the pre-shipment inspection reports.

The above documents must be received by the Purchaser at least one (1) week before the arrival of goods at the port of entry or place of arrival and if not accomplished, the Supplier shall be liable for any associated costs.

Documents for equipment shipped from the Purchaser's country as per Incoterm EXW

Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of goods, quantity, date of shipment, port of shipment, etc. Supplier shall also immediately send the following documents to the Purchaser with a copy to the Insurance company:

- (i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price;
- (ii) Two (2) packages (including one (1) original and (1) copy) of railroad bill of lading with note "freight is paid" ;
- (iii) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment;
- (iv) Manufacturer's or Supplier's warranty certificate
- (v) Three (3) packages (including one (1) original and two (2) copies) of the test reports issued by the factory and certified inspection agency or the Owner's representative, as appropriate;
- (vi) Three (3) packages (including one (1) original and two (2) copies) of the Certificate of Origin;

The Supplier shall arrange pre-shipment inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies) of the pre-shipment inspection reports.

The above documents must be received by the Purchaser before the arrival of goods and if not accomplished, the Supplier shall be liable for any associated costs.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

Signature :-
OFFICE OF THE COMMISSIONER, DELHI, QID.2.5.4.17=110003, OU=BD AND CONTI
 C=IN ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Rajneesh.rana
 Serial No : F2A592

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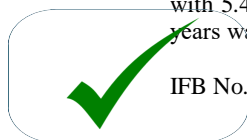


<p>GCC 16.1</p>	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>1. <u>Payment Terms:</u></p> <p><u>Part-A</u></p> <ul style="list-style-type: none"> ● On Supply: 90% of Machine cost (inclusive of standard warranty) upon delivery of Material at site (consumer address) on certification/receipt by EIC/Consumer. ● Remaining 10% of the machine cost to be released within 30 days after one year from the date of receipt subject to trouble free working of the ACs. <p><u>Part-B</u></p> <ul style="list-style-type: none"> ● On installation: 100% cost of installation of new air conditioner at site upon certification by EIC/Consumer. The price for the same shall also include dismantling of old existing air conditioner if any. <p><u>Part-C</u></p> <ul style="list-style-type: none"> ● Additional warranty: These charges shall be paid if the consumer opts for this facility at the end of each year i.e.at the end of the 2nd and 3rd year. ● The aforementioned conditions shall be applicable for supply and installation of a minimum lot 100 ACs. <p>Additionally the successful bidder should have submitted the following documents before submitting his first bill:</p> <ol style="list-style-type: none"> I. Submission of Project Implementation plan duly accepted by Engineer-in-Charge (EIC), EESL. II. Submission of Performance Security (PS) as per relevant PS clause. III. Submission of Product clearance Report as per tender conditions duly certified by representative of EESL. <p><u>Other terms and conditions related to payment terms:</u></p> <ol style="list-style-type: none"> 1. At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside the Purchaser's country, Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law, from concerned tax authorities for claiming lower tax deduction, if any. 2. All the invoices shall be submitted to EESL for payment, once in a month only. Payment will be made to the bidder within 30 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of LOA duly accepted & certified by EIC, EESL. If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, counting of 30 days due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of LOA have been fulfilled. <p>For Schedule 3, payment shall be made in INR only.</p> <ol style="list-style-type: none"> 4. For the purpose of payment toward part "B", warranty phase shall commence from the 1st of the month succeeding to the month in which supply of total awarded quantity of street lighting system as per terms of LoA is made by successful bidder. However comprehensive on-site warranty obligation of successful bidder shall be as term of "Scope of Work". 5. For the purpose of 'Terms of Payment', Part A, Part B and Part C is referred to corresponding parts of price bid table.
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Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

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 User ID : Rajneesh_rana
 Serial No : F2A592

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<p>GCC 17.3</p>	<p>“For Goods to be procured from within purchaser’s country:-</p> <ol style="list-style-type: none"> 1. If there is increase or decrease in the taxes and duties subsequent to supplier’s offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., the Purchaser will reimburse the actual tax. 2. In case the bidder fails to achieve completion as per contract delivery schedule of supply, the purchaser will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. <p>Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period”.</p>
<p>GCC 18.1</p>	<p>Performance Security (PS):</p> <ul style="list-style-type: none"> • Within 28 (twenty-eight) days of the receipt of notification of award from EESL, the successful bidder shall furnish the PS in the form of Bank Guarantee in prescribed format for 10% of the total contract value. The PS shall be denominated in INR /USD. • The PS must be valid to cover Delivery Period + Warrantee Period of one year. In case Bidder provides PS for shorter duration, it shall be for a minimum period of 4.3 years and EESL reserves right to invoke PS in case extended PS/fresh PS is not furnished at least /60 days prior to expiry of original PS. <p>In case of non-submission of PS by bidder during the period of supply, EESL reserves the right to withhold an amount equivalent to the amount covered under PS till the submission of PS and acceptance of the same by EESL after due verification.</p>
<p>GCC 18.3</p>	<p>The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser’s country or abroad acceptable to the Purchaser in the form provided in Section IX. Contract Forms. If the institution issuing the Performance Security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.</p>
<p>GCC 18.4</p>	<p>Discharge of the Performance Security shall take place as per provisions under GCC Clause 18.4 Performance Security, upon completion of deliveries and successful repair & maintenance services of one (1) years as specified in Section 6.</p>
<p>GCC 23.2</p>	<p>The packing, marking, and documentation within and outside the packages shall be as per standard norms under international practice.</p>
<p>GCC 24.1</p>	<p>The insurance coverage shall be in accordance with the provisions pursuant to GCC Clause 24.1. The Supplier must insure the Goods in an amount equal to 100% (one hundred percent) of the CIP / ExW price of the Goods from his Warehouse to the consumer’s address basis for transit risks including War Risks and Strikes.</p>
<p>GCC 25.1</p>	<p>Obligations for transportation of the Goods shall be in accordance with: Incoterms 2010.</p>
<p>GCC 26.2</p>	<p>Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the Manufacturer’s Works. All pre-shipment inspection costs including travel, boarding, lodging etc will be to Purchaser’s account</p>
<p>GCC 27.</p>	<p>As detailed in Section 6, The applicable rate for liquidated damages for delay shall be: 0.5 % (one half percent) per week or part thereof. The maximum amount of liquidated damages shall be: 5% (ten percent).</p>
<p>GCC 28.3</p>	<p>As detailed in Section 6, the period of validity of the Warranty shall be: One (1) year from the date of supply to the consumers. Moreover, consumers can avail 2 years additional warranty. The bidder is liable to quote price for the additional warranty for two (years)</p>

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

Signature :
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 Serial No : F2A592

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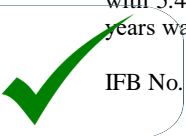


	separately i.e. for 2 nd and 3 rd year. However, this price will not be a part of the financial evaluation of the bid.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor.

Signature :-
USER ID : RAJNEESH.RANA, C=IN, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Rajneesh.rana
 Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Section 9 - Contract Forms

Letter of Acceptance

---- on letterhead of the purchaser ----

..... date.....

To: name and address of the supplier

Subject: Notification of Award Contract No.

This is to notify you that your Bid dated date for execution of the name of the contract and identification number, as given in the Bid Data Sheet for the Accepted Contract Amount of the equivalent of amount in figures and words and name of currency , as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

.....

Name and Title of Signatory:

.....

Name of Agency:

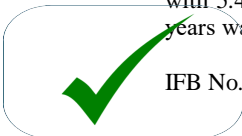
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Attachment: Contract Agreement

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

Signature :
C:\O-ENERGY E-PROCUREMENT SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Contract Agreement

THIS AGREEMENT made on the [insert number] day of [insert month], [insert year], between [insert complete name of Purchaser] of [insert complete address of purchaser] (hereinafter “the Purchaser”), of the one part, and [insert complete name of supplier] of [insert complete address of supplier] (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [insert brief description of the goods and related services] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of [insert currency or currencies and amount of contract price in words and figures] (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Technical Bid Submission Sheet submitted by the Supplier;
 - (d) the Special Conditions of Contract;
 - (e) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Supply; and
 - (h) any other documents shall be added here.⁴

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [indicated name of country] on the day, month and year indicated above.

Signed by [insert authorized signature for the purchaser] (for the Purchaser)

Signed by [insert authorized signature for the supplier] (for the Supplier)

⁴ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor”

Signature :
C:\G\ENERGY & FACILITY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



Performance Security

*Bank's name, and address of issuing branch or office*⁵

Beneficiary: *Name and address of purchaser*

Date:

Performance Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called "the Supplier") has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of goods and related services*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*⁶. (. *amount in words*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of , ,⁷ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁸

.....
Seal of bank and signature(s)

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.

⁵ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

⁶ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.

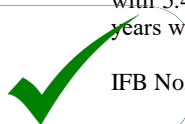
⁷ Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

⁸ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 50000 no. of 1.5 TR with 5.4(min) ISEER Split Air Conditioners with 1 Year comprehensive warranty on indoor unit and its components & 5 years warranty on the compressor"

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019

Signature :
User ID : Rajneesh.rana
Serial No : F2A592



Advance Payment Security

*Bank's name, and address of issuing branch or office*⁹

Beneficiary:

Name and address of purchaser

Date:

Advance Payment Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called "the Supplier") has entered into Contract No. *reference number of the contract*. datedwith you, for the execution of *name of contract and brief description of goods and related services*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum of *name of the currency and amount in figures*¹⁰. (. *amount in words*.) is to be made against an advance payment guarantee.

At the request of the Supplier, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*¹¹. (. *amount in words*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than the costs of mobilization in respect of the Goods and Related Services.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number *Supplier's account number*. at *name and address of the bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment (if Any) repaid by the Supplier as indicated in copies of interim statements or payment certificates that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety percent (90%) of the Contract Price has been certified for payment, or on the . . . day of,¹² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (or ICC Publication No. 758 as applicable).

. *Seal of bank and signature(s)*.

⁹ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹⁰ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the contract, or in a freely convertible currency acceptable to the purchaser.

¹¹ Footnote 2.

¹² Insert the expected expiration date of the time for completion. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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Signature :
C:\G\ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Rajneesh.rana
Serial No : F2A592

IFB No. EESL/06/ICB-AC/181903046 dated 15.03.2019



If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.

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