

INTERNATIONAL COMPETITIVE BIDDING (ICB) DOCUMENT

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

Location survey, Planning, Supply, Installation & Commissioning along with 3 years comprehensive on-site warranty and AMC (extendable up to 10 years) for 200 Nos. PCS - Fast Charger (122-150kW CCS+ CHAdeMO+AC Type 2).

Issued on: 15.03.2019

Invitation for Bids No.: EESL/06/ICB-Elec-Charger-EV/181903047

ICB No.: EESL/06/ICB-Elec-Charger-EV/181903047

Employer: Energy Efficiency Services Ltd., New 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.

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
UserDN : CN=KUMAR SAURABH,
OU=CONTRACTS

Bid document for Procurement of Goods for "Location survey, Planning, Supply, Installation & Commissioning along with 3-year comprehensive on-site warranty and AMC (extendable up to 10 years) of 200 Nos. PCS - Fast Charger (122-150kW CCS+ CHAdeMO+AC Type 2).."

Table of Contents

PART I – Bidding Procedures

Section 1.	Instructions to Bidders.....	1
Section 2.	Bid Data Sheet.....	26
Section 3.	Evaluation and Qualification Criteria.....	41
Section 4.	Bidding Forms	51
Section 5.	Eligible Countries	138

PART II – Supply Requirements

Section 6.	Schedule of Supply.....	139
------------	-------------------------	-----

PART III – Conditions of Contract and Contract Forms

Section 7.	General Conditions of Contract	169
Section 8.	Special Conditions of Contract.....	187
Section 9.	Contract Forms	194

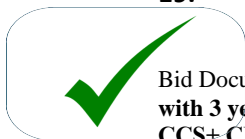
Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1 - Instructions to Bidders

Table of Clauses

A.	GENERAL	3
1.	Scope of Bid	3
2.	Source of Funds	3
3.	Fraud and Corruption	3
4.	Eligible Bidders	5
5.	Eligible Goods and Related Services	7
B.	CONTENTS OF BIDDING DOCUMENT	7
6.	Sections of the Bidding Document	7
7.	Clarification of Bidding Document	8
8.	Amendment of Bidding Document	8
C.	PREPARATION OF BIDS.....	9
9.	Cost of Bidding	9
10.	Language of Bid	9
11.	Documents Comprising the Bid	9
12.	Bid Submission Sheets and Price Schedules	10
13.	Alternative Bids	10
14.	Bid Prices and Discounts	10
15.	Currencies of Bid	Error! Bookmark not defined.
16.	Documents Establishing the Eligibility of the Bidder	Error! Bookmark not defined.
17.	Documents Establishing the Eligibility of Goods and Related Services	12
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	12
19.	Documents Establishing the Qualifications of the Bidder	13

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Section 1: Instructions to Bidders.

20.	Period of Validity of Bids	13
21.	Bid Security/ Bid-Securing Declaration	14
22.	Format and Signing of Bid	15
D.	SUBMISSION AND OPENING OF BIDS.....	16
23.	Sealing and Marking of Bids	16
24.	Deadline for Submission of Bids	17
25.	Late Bids	17
26.	Withdrawal, Substitution, and Modification of Bids	17
27.	Bid Opening	17
E.	EVALUATION AND COMPARISON OF BIDS.....	21
28.	Confidentiality	21
29.	Clarification of Bids	21
30.	Deviations, Reservations, and Omissions	21
31.	Examination of Technical Bids	21
32.	Responsiveness of Technical Bid	22
33.	Nonmaterial Nonconformities	22
34.	Qualification of the Bidder	23
35.	Examination of Price Bids	23
36.	Correction of Arithmetical Errors	23
37.	Conversion to Single Currency	24
38.	Margin of Preference	24
39.	Evaluation of Price Bids	24
40.	Comparison of Bids	25
41.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	25
F.	AWARD OF CONTRACT	25

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

42.	Award Criteria	25
43.	Purchaser's Right to Vary Quantities at Time of Award	26
44.	Notification of Award	26
45.	Signing of Contract	26
46.	Performance Security	26

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 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 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
 - (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 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)

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

- 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 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,

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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;
 - (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

Section 1: Instructions to Bidders.

- (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.
 - 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.

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

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.

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

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

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

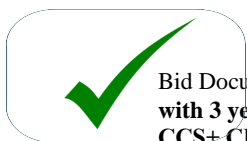
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. 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 Related Services

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).

18. Documents Establishing the

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

Conformity of the Goods and Related Services to the Bidding Document

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.

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

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D, C=IN
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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.

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.

Section 1: Instructions to Bidders.

- 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.

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

- 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.

Section 1: Instructions to Bidders.

- 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

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

- 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

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

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

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

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 Employer 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 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.

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



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.
- 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,

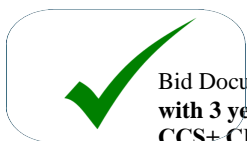
- (a) If accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations 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.



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

- 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

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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;
 - (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).

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

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.

Section 1: Instructions to Bidders.

- 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 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

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 1: Instructions to Bidders.

perform the Contract satisfactorily.

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

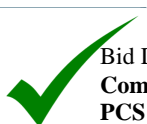
Section2 – Bid Data Sheet

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

ITB1.1	The number of the Invitation for Bids is :EESL/06/ICB-Elec-Charger-EV/181903047
	The Employer 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: Location survey, Planning, Supply, Installation & Commissioning along with 3-year comprehensive on-site warranty and AMC (extendable up to 10 years) of 200 Nos. PCS - Fast Charger (122-150kW CCS+ CHAdeMO+AC Type 2). The identification number of the International Competitive Bidding (ICB) is: EESL/06/ICB-Elec-Charger-EV/181903047
ITB1.2(a)	Add after the paragraph: It is expressly understood that all email communications will be treated as equivalent of “in writing”.
ITB2.1	The Borrower is: INDIA
ITB2.1	The name of the Project is: Demand Side Energy Efficiency Investment Project
ITB4.8	A consortium of two private entity (ies) or a combination of Private Limited, Limited and OR Govt Companies is eligible to bid. Proprietorships or Individuals are not eligible to bid and this clause

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN



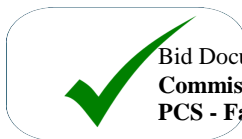
	supersedes any clause for these terms in Section 1 or in any other part of this tender. The consortium shall submit a Consortium Agreement wherein Lead Member is clearly defined. All the Communications and Payments by EESL shall be made to the Lead Member.
--	--

B. Contents of Bidding Documents

ITB7.1	<p>For the purpose of obtaining clarification only, the Employer’s address is:</p> <p>Attention: Mr Rajneesh Rana</p> <p>GM (BD & Contracts) Energy Efficiency Services Limited,</p> <p>6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph : 011-45801260 E-mail address: eproc@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 Employer no later than: 21 days prior to the deadline for submission of bids</p> <p>The Employer shall publish its response to the queries in the e-Tendering platform where the tender is published online.</p>
ITB8.2	<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>

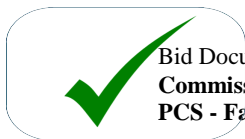
C. Preparation of Bids

ITB 10.1	The language of the bid is: English
----------	--



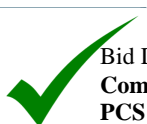
Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN

ITB 11	<p>Replace subclause 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. • 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/Delhi, India <p>Bid Security – Documentary proof of Bid Security as per ITB 21 of ITB.</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.</p> <p>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.</p> <p>Documentary evidence in accordance with ITB 19 establishing the Bidder’s qualifications to perform the contract;</p>
--------	---

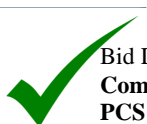


Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN

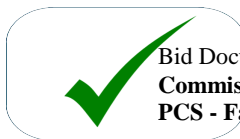
	Technical Proposal in accordance with ITB 18; Price bid comprising online price bid form, scanned copies of letter of price bid and others as applicable shall be submitted on line at the web site https://eesl.eproc.in and shall be digitally signed.
ITB12.1	Deleted
ITB13.1	Alternative bids <i>shall not be</i> permitted.
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)/Chennai/ Vizag/Kolkata/ Kochi
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 the India and cost from factory including but not limited to loading, unloading etc. to the final destination for goods from inside India). 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>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.</p> <p>Cost of lump sum charges for supervision charges of erection, Testing and commissioning as per appendix B of Technical Specification.</p>
ITB14.7	The prices quoted by the Bidder shall be fixed and not subject to adjustment.
ITB 14.8	<p>Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.</p>
ITB 15.1	<p>To be replaced with</p> <p>The currency of the Bid shall be either of the purchaser's country i.e. Indian Rupees (INR) or US Dollars (\$)</p>
ITB 19.2	Deleted
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 period shall be <i>120 days</i> .
ITB21.1	The Bidder shall furnish a bid security of INR 1,60,00,000 (INR one crore sixty lakhs only) / USD 2,25,350 (USD two lakh twenty five thousand three hundred and fifty only) as indicated in Clause 11 and 21.1(a) & (b) of BDS.



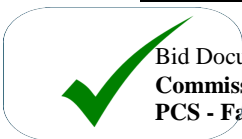
<p>ITB21.3</p>	<p>Replace ITB 21.3 with the following:-</p> <p>The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ol style="list-style-type: none"> a. An unconditional bank guarantee in the name of "Energy Efficiency Services Limited", Noida / New Delhi ; or b. Fixed deposit receipt pledged in favour of Energy Efficiency Services Limited, Noida/New Delhi; c. 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> <p>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.</p>
<p>ITB21.4</p>	<p>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 Employer 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.</p>
<p>ITB21.8</p>	<p>Replace the existing clause 21.8 by the following :</p> <p>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</p>



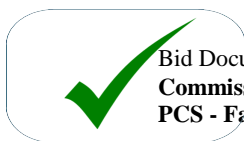
	of all future partners as named in the letter of intent mentioned in ITB 4.1.
ITB22.1	Not applicable to electronic bid submission
ITB22.2	<p>Replace the existing clause 22.2 by the following :</p> <p>The Bidder shall digitally sign to authorize and make amendments to its bid submitted in the e-Tendering platform as stated in sub-clauses 23.1(a) & (b) of BDS.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> 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. <p>Power of Attorney shall be duly notarized or attested by an appropriate Agency within the Bidder’s home country.</p>

D. Submission and Opening of Bids

ITB23.1(a)	<p>Replace the paragraph with following:</p> <p>Bidders shall only submit Bids electronically through EESLs e-Tendering Portal i.e. https://eesl.eproc.in</p> <p>Instructions for electronic submission are outlined in ITB 23.1 (b). Hard Copy submission of bids is not permitted and shall not be accepted.</p> <p>Bidders should enrol online on the e-Tendering platform of EESL.</p> <p>Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering portal to complete online enrolment and bid submission. The Bidder is advised to submit its bid online in the e-Tendering platform well in advance before the prescribed time.</p>
-------------------	--



	Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.
ITB23.1(b)	<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. Employer 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. Employer 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>Employer shall not accept any responsibility for failures or breakdowns</p>



for systems other than in those systems strictly within the control of Employer and its e-procurement service provider.

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.

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.

Bidders are solely responsible for safekeeping 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. 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.

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.

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.Tender Time Schedule (Key Dates):

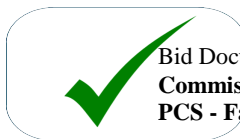
	1	Date of Online Publication	15 March 2019
	2	Start Date of downloading of Bid Document	15 March 2019
	3	Pre Bid Meeting Date	5 Apr 2019 @1100 hrs IST

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN

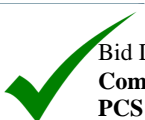


	4	Date & time for start of online submission of Bids	5 Apr 2019 @1100 hrs IST
	5	Deadline for online submission of Bids.	30 April 2019 @ 1400 hrs IST
	6	Deadline for submission of the original documents as required in the sub-clause ITB11 of Section 2:Bid Data Sheet of Bid Document	30 April 2019 @1400 hrs IST
	7	Date of opening of Technical bids	30 April 2019 @ 1430 hrs IST
	8	Date of opening of Pricebids	Shall be intimated to all technically responsive bidders later.
ITB 23.2, 23.3,23.4 & 23.5	Not applicable to electronic bid submission		
ITB24.1	<p>Replace ITB24.1 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. Employer 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> <p>Bid submission and bid opening timelines will be defined as per line e-Procurement server clock only.</p>		

ITB24.3	<p>Add the new sub-clause:</p> <p>The Employer will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Employer’s control.</p>
ITB 25.1	<p>Replace ITB25.1 with the following:</p> <p>The system will automatically lock the tender and disallow bid submission after the deadline for submission of bids.</p>
ITB 26.1	<p>Replace ITB26.1with the following:</p> <p>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.</p>
ITB 26.2	<p>Replace ITB26.2 with the following:</p> <p>Employer will not have access to bids withdrawn in accordance with ITB 26.1</p>
ITB 27.1	<p>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 –</p> <p>Date: 30 April 2019 Time: 1430 hours IST Location: Office of :GM (BD& Contracts) Energy Efficiency Services Ltd. 6th Floor, Core 3, Scope Complex, Lodhi Road New Delhi-110003</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Letter of Technical Bid shall be initial led by three representatives of the Employer attending the bid opening.</p> <p>The Price Bids will remain unopened in the e-procurement website and</p>



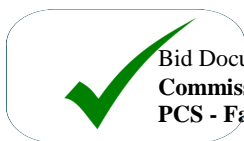
	will remain encrypted, until the specified time of its opening.
ITB 27.2, 27.3 27.4 & 27.5	Not applicable to electronic bid submission
ITB 27.6	Replace the existing sub-clause by the following: Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform.
ITB27.7	Replace the existing sub-clause by the following: Employer shall prepare a record of the opening of Technical Bids that shall 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 invalid at the contents and effect of the record.
ITB 27.9	Replace the existing sub-clause by the following: The Employer 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 thee-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 onlinein thee-Tendering platform. Price Bids will be opened electronically in the presence of atleast three authorised officials of Employer.
ITB 27.12	Replace the existing sub-clause by the following: The Employer 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

ITB29.1	<p>Replace the existing sub-clause by the following:</p> <p>To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer 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 Employer shall not be considered. The Employer'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 bids shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price bids, in accordance with ITB33.</p>
ITB37.1	<p>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.</p> <p>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.</p>
ITB38.1	<p>A margin of preference shall apply. The application methodology is given in Section 3: Evaluation and Qualification Criteria.</p>
ITB 39.4	<p>Whether Bidders can bid for multiple lots : Not Applicable for this Tender</p>
ITB 41.1	<p>The quantities or contract value may be increased or decreased up to 20 percent (twenty %).</p>
ITB 42.3	<p>The details shall be hosted on EESL e-proc site https://eesl.eproc.in</p>
ITB 43	<p>The contract shall be signed at Purchaser's office at New Delhi, India</p>
ITB44.2	<p>Replace the existing sub-clause by the following :</p>

	<p>At the same time, the Employer shall upload Award of Contract details in the e- Tendering portal. The Employer 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 Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing</p>
<p>ITB47</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 Employer 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 Employer. Such a case shall be addressed as per Procurement Guidelines of ADB.</p> <p>47.4 The Employer 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 Employer 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 Employer 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>



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 package.

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 three (3) completed Financial Years reckoned from the date of opening of the Bids, experience in the business of manufacturing of Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering as stated below .

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 Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering and have relevant experience for meeting the requirement above.

For assessment:

- Evidence of above experience shall be submitted in the bid such as Excise Return / GST Return. For international bidder relevant documents that confirm the condition is met may be provided. 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)

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN



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

2.2.2 Technical Experience

2.2.2.1 The bidder to confirm that they are in business of manufacturing Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering, cable laying, high voltage line Works, transformer manufacturing for the past minimum three (3) 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 Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering which shall include testing facility for mechanical, electrical, electronic and other related technical standards.

Bidders who do not have facility in India for manufacturing Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering, 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.

In case of consortium, anyone member should have the above-mentioned testing set up. Any bidder can be part of only one Joint Venture.

2.2.2.3 The bidder should be registered with ISO 9001:2008, 14001, 27001:2013 or later standard and shall provide certified copy of the certificate valid as on the date of bid opening.

2.2.2.4 The product offered by the bidder(s) (including Consortium) for supply against this Tender must meet the Technical Specifications as stipulated in the Tender, and the bidder(s) must be able to provide the after-sales warranty and Annual Maintenance Contract. Subsequent to award of contract, if it is found that performance declared by bidder(s) in the bid document Test Reports is not matched by the test results of product samples drawn by EESL at the time of supply, then in such an event, EESL reserves the right to terminate the contract, forfeit CPG, impose strict action against the bidder(s), which inter-alia extends to other provisions of tender.

2.2.2.5 The equipment shall comply with Electromagnetic Compatibility EMC Directive 89/336/EEC or later, AIS 138 Part-1 (6.4, 11.6, 11.11), and/or any other legislation regarding electric supply installations open to public access and use and all Global EVC laws.

2.2.2.6 The equipment shall carry the CE Mark in accordance with Direction 93/465/EEC

- 2.2.2.7 There shall be compliance with the provisions of all relevant Directives of the European Communities relating to work equipment, i.e. in regard to safety of personnel who operate and maintain the equipment.
- 2.2.2.8 If a particular subject is not covered by one of the above standards then a recognized national standard shall apply.

For assessment, bidder to submit self certified copies:

- Documentary proof must include the test certificates, interoperability testing certificate at the time of bid submission brochures, catalogs etc. The bidder(s) must submit appropriate certifications at the time of bidding. In the case of non-availability of the required certifications at the time of bid, the bidder may submit self-certification at the time of bidding, and the successful bidder(s) MUST submit the required certifications within 1 month of award of contract.
- Certificate of incorporation or equivalent certificate under relevant act/reform 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/reform 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 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 Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering.
- ISO 9001:2008, 14001 and 27001:2013 registration (to be submitted at the time of Lol issuance in case bidder is international) and
- Demonstration of ability to supply as mentioned above, if applicable.

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.

Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, O=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN



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 for last financial year is not available, the audited results of three consecutive financial years 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.

Wherever the annual financial report for FY 2017-18 has not been audited for a particular bidder, the same for FY 2014-15 shall be considered. In that case, however, it would be mandatory to be profitable in FY 2016-17 (To be satisfied by each member in case of consortium.)

Net worth in last financial year should not be less than 100% of paid up capital. (To be satisfied by each member in case of consortium.)

For Consortiums/Joint Ventures, wherever applicable, the Net worth of all consortium/Joint Ventures members in individual manner should not be less than 100% of paid up capital.

Bidder(s) should have their own trademark registered BRAND (EV Charging System) 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.

2.3.2 Size of Operation (Average Annual Turnover)

The average annual turnover of the Bidder from their Business pertaining to manufacturing Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering, in the preceding three (3) financial years w.r.t the date of bid opening, shall not be less than INR 140 Crore/USD 19.72 Million

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

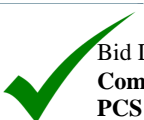
However, in case Bidder is a JV, the combined turnover of all the JV members shall be considered. Each member of the JV should have been in existence for at least 3 years, counted from the date of floating of this tender.

In case of consortium bids, combined turnover of all the consortium partners shall be considered, subject to the lead bidder(s) and the other consortium members having a turnover of minimum 40% and minimum 25% respectively of this requirement).

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.

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN



- 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.

Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 Date: 11/06/2024
 Time: 11:06:21 AM



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	One 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
---	-----------------------	-----------------------	-----------------------	----------------	---

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
--	-----------------------	-----------------------	-----------------------	----------------	--------------------------------

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
--	-----------------------	-----------------------	-----------------------	----------------	--------------------------------

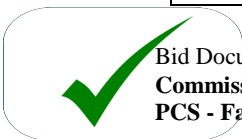
2.1.1.4 Government-Owned Enterprise

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
--	-----------------------	-----------------------	-----------------------	----------------	---

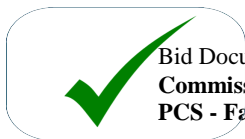
2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	--------------------------------

Signature : _____
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
Unit for International Bidding



in accordance with ITB Subclause 4.7.					
--	--	--	--	--	--



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
Date: 11/06/2024
Time: 11:05:21

Bid Document for International Competitive Bidding for “Location survey, Planning, Supply, Installation & Commissioning along with 3 years comprehensive on-site warranty and AMC (extendable up to 10 years) for 200 Nos. PCS - Fast Charger (122-150kW CCS+ CHAdEMO+AC Type 2)”.

2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

2.2 Experience and Technical Capacity

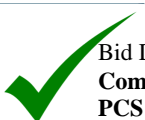
2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture / Consortium			
Requirement		All Partners Combined	Each Partner	One Partner	Submission Requirements
Successful completion as main supplier within the last 3 years, of at least (a) 1 contract valued at atleast INR 70 crores (or USD 10 million), or (b) 2 contracts each valued atleast at INR 50 crores (or USD 7 million), with nature and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 1

2.2.2 Technical Experience

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture / Consortium			
Requirement		All Partners Combined	Each Partner	One Partner	Submission Requirements
The Bidder shall demonstrate that the goods offered have been in	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 2

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN



<p>production for at least 5 years, and been sold a minimum of 100 units of similar (business of manufacturing Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering) type and specification over the last three (3) years and their products should have been in continuous operation for a minimum of 2 years</p>					
---	--	--	--	--	--



Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 Date: 11/06/2024
 Time: 11:05:21

2.3 Financial Situation

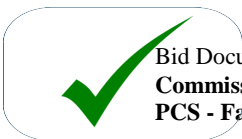
2.3.1 Historical Financial Performance

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 / Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The average annual turnover of the Bidder from business pertaining to manufacturing Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering, in the preceding three (3) financial years w.r.t the date of bid opening, shall not be less than INR 140	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 CN=Kumar Saurabh



Crore/ USD 19.72 Million					
--------------------------	--	--	--	--	--

2.3.3 Profitability

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture / Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
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.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3

Examples of such criteria appear below:

3.1 Adjustment for Scope

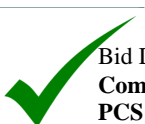
3.1.1 Local Handling and Inland Transportation

Bidders are required to include the costs for local handling and 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 VI, 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 IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in their Bid, then these costs will be estimated by the Purchaser on the maximum price quoted for the same, by the other bidders for the purpose of ensuring fair comparison of bids and add to bid Price.

3.1.2 Minor Omissions or Missing Items

The cost of minor omissions or missing items in the scope of supply, services, etc. shall be added to the Bid Price to allow for Bid comparison on an equal basis. Pursuant to Sub-Clause 31.3 of Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make the price adjustment of the cost of any nonmaterial nonconformities and omission equal to the highest price quoted for the same item by the other Bidders for the purpose of ensuring fair comparison of bids.

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.

On Project Stores Repair & Maintenance for 3-year comprehensive on-site warranty and AMC (extendable up to 10 years) is to be quoted by the Bidder. 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 (3-year comprehensive on-site warranty and AMC (extendable up to 10 years)) 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

3.9 Evaluation Criterion:

- The offers/bids received against the Tender shall be first evaluated as per the techno-commercial Qualifying Requirements listed elsewhere in the Tender. Price bids of only those bidder(s) shall be opened who qualify against these techno-commercial requirements.
- The price bids shall be evaluated as per the grand-total price of all BOQ items i.e., For Indian Bidder Grand total of Schedule 1 and Schedule 3. For Foreign Bidder Grand total of Schedule 2 and Schedule 3.
- The illustrative format & notes for price bid shall be referred in Section 4 (Bidding forms).
- With respect to the evaluation for bids, based on the lowest rates arrive, the total quantity shall be allocated to LI Bidder. For Indian Bidder: The Indian Bidder has to submit online bids only in the Price Schedule 1 titled "Price Schedule for Goods to Be Offered from Within India" and Price schedule 3 titled "Price Schedule for Related Services to Be Offered from Outside the Purchaser's Country"

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN



- For International Bidder: The International Bidder has to submit online bids only in the Price Schedule 2 titled, "Price Schedule for Goods to Be Offered from Outside India" and Price Schedule 3 titled "Price Schedule for Related Services to be offered from Inside India".
- Schedule 4 is for Optional Related Services to Be Offered from Outside & Within the Purchaser's Country. The items in this schedule will not be considered for bid evaluation
 - For comparison, 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.
- 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. 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.
- 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.
- Bidder(s) has to ensure that the Commissioning of Charging equipment shall be done within nine months of issuance of the Letter of Award (LoA). If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.

3.9 Margin of Preference

Margin of preference shall be apply as defined above.

Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 Date: 11/06/2024
 Time: 11:06:21



Technical Bid Submission Sheet

-- Note --

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.



Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms

- (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].

- (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 _____

Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Price Bid Submission Sheet

-- Note --

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:

Signature: _____
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Section 4: Bidding Forms

- (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.
- (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.



Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms

Name _____

In the capacity of _____

Signed _____

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

Date _____



Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

PRICE BID FORMAT**Price Schedule for PCS – Fast Charger
to Be Offered from Within India (Schedule 1)**

(For illustration purpose only; to be filled online only)

Item Name	Proposed Quantity	Unit of measurement	Base Price per exclusive of GST(IGST/CGST/SGCT/UGST)(in Rs.) on F.O.R Destination	Total exclusive of GST(IGST/CGST/SGCT/UGST)(in Rs.) on F.O.R Destination basis (in figure)	Total exclusive of GST(IGST/CGST/SGCT/UGST)(in Rs.) on F.O.R Destination basis (in words)
(1)	(2)	(3)	(4)	(5)=(2)*(4)	(6)
Location survey, Planning, Supply, Installation & Commissioning along with 3-year comprehensive on-site warranty and AMC (extendable up to 10 years) of 200 Nos. PCS - Fast Charger (122-150kW CCS+ CHAdeMO+AC Type 2).[as per Technical Specifications defined in Scope of Work]					
A: PCS – Fast charger (122-150kW CCS+ CHAdeMO+AC Type 2)	200	(Nos.)			
B: Payment gateway software (to manage payments on mobile app), charger management software (to manage charger slots/availability/booking of slots), etc.	1	Lumpsum			
Total (T) = Part-A + Part-B					

Column 4: Currency in INR only

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 5: Payable in India if Contract is awarded

Signature :-
 Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



**Price Schedule for PCS – Fast Charger
to Be Offered from Outside the Purchaser’s Country (Schedule 2)**

Item Name	Proposed Quantity	Unit of Measurement	Country of Origin	Unit Price on CIP basis (in USD)		Total Price
				Foreign Currency	CIP	Foreign Currency
1	2	3	4	5	6	7=2*6
Location survey, Planning, Supply, Installation & Commissioning along with 3-year comprehensive on-site warranty and AMC (extendable up to 10 years) of 200 Nos. PCS - Fast Charger (122-150kW CCS+ CHAdEMO+AC Type 2). [as per Technical Specifications defined in Scope of Work]						
A: PCS – Fast charger (122-150kW CCS+ CHAdEMO+AC Type 2)	200	Nos.				
B: Payment gateway software (to manage payments on mobile app), charger management software (to manage charger slots/availability/booking of slots), etc.	1	Lumpsum				
Custom Duty, cess, custom clearance, and other duties except GST.	1	Lumpsum				
Total (T) = Part-A+ Part-B					Total (T)	

Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



**Price Schedule for Related Services
to Be Offered
from Outside & Within the Purchaser's Country (Schedule 3)**

S.No.	Description	Quantity	Unit of measurement	Country of origin	Unit Price		Total Price	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5	6(a)	6(b)	7(a)=6(a) X 3	7(b)= 6(b) X 3
A	Comprehensive on-site extended warranty and AMC for a period of three years.	200	Nos					
B	Installation and Commissioning – PCS – Fast Charger including electrical & civil works (as defined in Scope of Work), marking and painting	200	Nos					
C	Inland transportation (within India) including loading, unloading, transfer to Designated Location in Delhi & NCR region, insurance and other costs incidental to delivery	200	(Nos.)					
Total (T) = Part-A + Part-B + Part-C					Total (T)			
Grand Total (in words)								

Column 5 and 6: Prices are to be quoted inclusive of all customs duties except GST, 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.



**Price Schedule for OPTIONAL Related Services
to Be Offered
from Outside & Within the Purchaser's Country (Schedule 4)
(The items in this schedule will not be considered for bid evaluation)**

S.No.	Description	Quantity	Unit of measurement	Country of origin	Unit Price		Total Price	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5	6(a)	6(b)	7(a)=6(a) X 3	7(b)= 6(b) X 3
	Comprehensive on-site extended warranty and AMC for a period of 7 years from the 4 th year to the 10 th year.	200	Nos					
Grand Total (in words)								

Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Notes applicable to above Price bid Tables:

1. The bidder(s) has to mandatorily quote for all the line items/services/jobs enlisted in the Price Bid Sheet format (Price Schedule for PCS - Fast Chargers, related services and optional related services). 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's 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. Applicable taxes, duties, cess, etc. shall be paid on actuals as applicable in the state where the products are delivered, provided that the bidder(s) is registered with the relevant tax authorities.
10. The bidder(s) shall comply with all the statutory compliances as specified in the document.
11. 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.
12. EESL have the rights to accept or reject any bid or part without assigning any reason.
13. Prices quoted shall remain firm for the entire project duration.
14. Bidder(s) shall refer to SCC for details on quantity variation.
15. Price Bid table 'Schedule 1' is for domestic bidders and Price Bid table 'Schedule 2' is for international bidders and Price Bid table 'Schedule 3' and 'Schedule 4' is common for both domestic and international bidders.
16. Minimum quantity to be quoted against each item mentioned in above table is 100% of the maximum quantity.



Section 4: Bidding Forms



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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]*

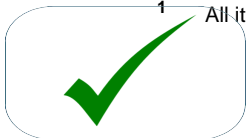
We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

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.

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.



Section 4: Bidding Forms

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.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.²

Name _____

In the capacity of _____

Signed _____

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

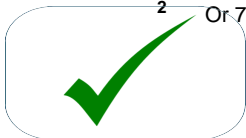
Date _____

-- Note --

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.

² Or 758, as applicable

SUBJECT : LN-KUMAR SAURABH, ST=DELHI, QID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



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]*



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms

-- Note --

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.



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

DEVIATION CERTIFICATE

-- Note --

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 Chief General Manager (Technical)
 Energy Efficiency Services Limited
 A-14, 1st Floor, PDIL Bhawan,
 Sector - 1, Noida-201301
 Gautam Budh Nagar
 Uttar Pradesh, India

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 :

Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



Section 4: Bidding Forms

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

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

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



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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)	



Signature :-
 Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633

Section 4: Bidding Forms

Bidder's authorized representative (name, address, telephone numbers, fax numbers and e-mail address)	
Attached are copies of the following documents:	
<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	



Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms

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)	



Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms

<p>Joint Venture / Consortium Partner's legal name</p>	
<p>Joint Venture / Consortium Partner's country of constitution</p>	
<p>Joint Venture / Consortium Partner's year of constitution</p>	
<p>Joint Venture / Consortium Partner's legal address in country of constitution</p>	
<p>Joint Venture / Consortium Partner's authorized representative information (name, address, telephone numbers, fax numbers and e-mail address)</p>	



Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633

Section 4: Bidding Forms

Attached are copies of the following documents:

- 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2
- 2. Authorization to represent the firm named above, in accordance with ITB 22.2
- 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5

Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

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

Joint Venture / Consortium Partner: _____

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture / Consortium member if Bidder is a Joint Venture / Consortium).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

Signature :-
 Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



Section 4: Bidding Forms



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms
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	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		

1



Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633

Section 4: Bidding Forms
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 Electrical equipment related to Battery chargers, storage and AC to DC & DC to DC converters and metering for the past minimum three (3) as on date of bid opening.	
The bidder should be registered with ISO 9001:2008, 14001 and 27001:2013 or higher standard.	
Description of the similarity in accordance with Criterion 2.2.2 of Section 3	

Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



Section 4: Bidding Forms



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms

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			
-----------------------	--	--	--

Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



Section 4: Bidding Forms

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).



Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633

Section 4: Bidding Forms

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)			



Signature :-
Subject: CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 4: Bidding Forms

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,³ 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		

- Note -

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

³ 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.



Section 4: Bidding Forms



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 5 - Eligible Countries

There is no country restriction and universal procurement will apply.



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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: -

- Location survey, planning, designing, engineering, manufacturing, testing, inspection, packing, supply, transportation & insurance (till delivery at site), delivery to project site (the delivery location would be Delhi NCR), unloading, handling and storage and erection & commissioning of the charging equipment. The civil work associated with erection of charger is within the scope of the bidder. Civil work would include the following:
 - o Hood structure on the top of the EV Charger with LED panel lights for illumination during evening hours. An auto day-light sensor enabled or remotely through ON/OFF using GPRS
 - o Bollards around each EV station to protect chargers from vehicle impacts
 - o Foundation works for meter box
- Electrical connection from charger to designated feeder box (including earthing/earth pit construction as required), is within the scope of the bidder.
- The charging equipment must come with a comprehensive extended on-site warranty and AMC package of at least 3 years (extendable up to 10 years) from the date of installation and commissioning of the charging equipment and design life of 15 years.
- Training/ Refresher course to Project/Operation Team, Contractor Staff for carrying out operations , addressing common issues related to operation of charging stations

A. Location Survey, Planning, Designing, Engineering Manufacturing, Testing, Inspection, packing, Supply, transportation, Insurance, Installation, commissioning and Warranty of Fast Charging Stations:

- i. Bidder has to do Location survey, planning, designing, engineering, manufacturing, testing, inspection, packing, supply, transportation & insurance (till delivery at site), delivery to project site, unloading, handling and storage and erection & commissioning along with 3-year comprehensive on-site warranty and AMC (extendable up to 10 years) of PCS - Fast Charger (122-150kW CCS+ CHAdeMO+AC Type 2) of the charging equipment based on the quantity as per BOQ. The technical specifications of the Fast charger shall comply with the requirements given under Chapter "Technical Specifications" which forms part of the subject Tender documents.
- ii. The Bidder shall supply the entire lot of -charging station and part components of the charging station including other related items/software to the project site of commissioning and installation (the delivery location would be Delhi NCR). The receipt of delivered material at the project site shall serve as the proof of material supplied to the designated location. Each consignment of material(s) delivered at respective project site, shall be duly certified by the representative of Project Management Consultancy

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



(PMC)/EESL/Project Location representative.

- iii. Insurance: The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery. For delivery of goods at site, the insurance shall be obtained by the Bidder, for an amount not less than the Contract Price of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes. This shall include insurance during the entire contract period against natural calamities and theft.
- iv. Transportation, storage, Demurrage/Wharfage, Etc.:
Bidder is required under the Contract to transport the Goods to place of destination defined as Site and storage of the material till the same are installed at various locations. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Successful Bidder, and the related cost shall be included in the Contract Price.
- v. Change of target locations: EESL reserves the right to change the target locations within Delhi NCR, in case of exigencies, with variation in quantities subject to the relevant clauses under BOQ, as specified under BOQ and no charges shall be payable extra in such a case. EESL is also at liberty to transfer quantities within Delhi NCR on need basis and only additional transportation, with prior EESL approval, on actual bill submission will be paid.
- vi. In the event of the bidder(s) going bankrupt or issues which prevent the bidder(s) from fulfilling the obligations during the tenure of the contract, the bidder(s) must adhere to Escrow principles for ensuring seamless operation. Adherence to such an Escrow arrangement is a pre-condition of award of contract to successful bidder(s).
- vii. The specifications of the charging station shall be as given under the Chapter “Technical Specifications” of Tender documents.

Conditions applicable for Sr. no. B & C

1. All the Tools and Plants, including Special T&P, testing and measuring instruments required for the implementation of the project is to be arranged by the bidder and **quoted price shall be inclusive of the same.**
2. Storage for supplies, servicing warranty redemptions is in the scope of work of the bidder.
3. Bidder shall ensure proper record of the material supplied. This shall also include the material serial number supplied on daily/weekly/ monthly basis (as applicable). In addition, Bidder shall submit weekly and Monthly Supply Progress Report and Supply Completion Report as directed by EIC. Non-submission of this report will attract a financial penalty, to be debited from the payments for bills raised by successful bidder.

B. Warranty of Fast charging Stations during Repair & Maintenance phase for the contract period of 3-year and AMC (extendable up to 10 years) of 200 Nos. PCS - Fast Charger (122-150kW CCS+ CHAdeMO+AC Type 2):

Note: Bidder shall be responsible for delivery of all items supplied by them, for a period of

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



3 years (extendable upto 10 years) years. Any extra items other than above, will be paid for by EESL/ ULB/ PSU/ Discom separately.

- i. Bidder shall make proper arrangements for stocking up sufficient materials at their store during the contract period for ensuring that any downtime (excluding the period of non-availability of power supply) shall be rectified within a period not exceeding 48 hours & also keeping minimum an uptime of 95% at any point of time throughout the contract period in close coordination with the *Implementation Contractor*. Bidder to ensure that material supplied by them should not be a constraint in fulfilling these conditions, failing which the bidder shall be liable to be penalized on behalf of the *Implementation Contractor* (Ref. Cl.-8).
- ii. For Repair & Maintenance of chargers, the bidder shall coordinate/assist either the firm responsible for installation & maintenance of chargers or their sub-contractor in respective ULB/PSU/Discoms as applicable. Bidder has to set-up a service center at the Head Quarters in the Districts falling in their respective awarded Lot/State/District.
- iii. Liability to Supply the components in case of theft, natural calamities, over voltage etc. EESL shall pay to the bidder on establishment of facts beyond the control of the bidder in such events.
- iv. Provision for buffer stock of spare parts to be maintained for its replenishment, opening of a representative office during warranty period and mechanism to ensure warranty clause during the entire period of contract.
- v. If above conditions are not met by the bidder, EESL reserves the right to make appropriate deductions from payments.

2. Bill of Quantity (BOQ) :

- i. BILL OF QUANTITY (BOQ) IS BROUGHT OUT AS UNDER

S. No.	Location of delivery	Charging Equipment to be procured	Specifications	Quantity
1	Delhi NCR- Multiple Locations	PCS - Fast Charger	122-150kW (CCS+ CHAdeMO+ AC Type 2)	200

- ii. The BOQ for the charging station to be installed provided in the RfP is indicative. BOQ as per RfP shall form the basis for evaluation of Price Bids and shall constitute LOA Quantity.
- iii. EESL reserves the right for variation in BOQ or contract value up to +/-20%. Prices as per LOA shall be applicable for the revised quantity within the limits of variation specified.

For additional quantities of all items up to 10% of total LOA quantity, EIC may inform the bidder in writing, after obtaining necessary internal approvals. However, payment for additional quantity shall be processed only after issue of suitable amendment to LOA. For additional quantities over and above 10% of total LOA quantity, the same shall be applicable only after issue of an amendment to LOA by Contracts Department.

After supply of 50% of LOA quantity, Bidder shall normally dispatch further supplies only after obtaining written clearance from EIC to avoid unnecessary stocking at site, particularly.

Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS, ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Dispatches beyond 80% of LOA quantity shall be made only after obtaining prior written concurrence of EIC, considering the provision for quantity variation up to +/-20%.

3. Completion period and Supply schedule

All the awarded quantity must be supplied and commissioned as per timelines detailed below

S. No.	Location of delivery	Charging Equipment to be procured	Specifications	Quantity
1	Delhi NCR- Multiple Locations	PCS - Fast Charger	122-150kW (CCS+ CHAdeMO+ AC Type 2)	200

- (a) The overall quantity for chargers has to be supplied & commissioned by 31-12-2019
- (b) EESL reserves the right to change the dispatch locations within Delhi NCR
- (c) Delivery of equipment not adhering to EESL branding standards shall not be accepted.

Declaration letter to be submitted stating their preparedness, ability and project plan to meet the material supply requirement, as advised by Engineer-In-Charge

A. Successful bidder should submit the detailed supply plan within 7 days of the LOI, indicating commencement and completion date for the following activities:

- Supply schedule MUST be aligned with the below mentioned performance evaluation criteria
- Placement of orders for procurement of raw-materials and awards on sub-contractors for field execution activities, site office, store/ depot hiring mobilization, etc.,
- Receipt of raw-materials from the site incharge of vendor.
- Manufacturing timelines for various activities at works.
- Submission of Quality Plan and PDI Test Plan
- Submission of Type Test Reports
- Testing after manufacturing/PDI.
- Dispatch schedules [fortnightly commitments should be given]
- Receipt of materials at each site of the specified Lot by EIC.
- Submission of details of manpower deployment and other resources (CVs, work credentials etc.)
- Mobilization and commencement of work by sub-contractors.
- Criteria for the measurement of performance during project period of the contract:
 - ✓ Receipt of Supplies at onsite – 66 nos. PCS – Fast Chargers (as defined in Section 6: Schedule of Supply) within 3 months of issuance of the Letter of Award (LoA)
 - ✓ Receipt of Supplies at onsite - 132 nos. PCS – Fast Chargers (as defined in Section 6: Schedule of Supply) within 6 months of issuance of the Letter of Award (LoA)
 - ✓ Receipt of Supplies at onsite – 200 nos. PCS – Fast Chargers (as defined in Section 6: Schedule of Supply) within 9 months of issuance of the Letter of Award (LoA)

Note: Bidder shall offer the lot for PDI on a date suitable to enable receipt of supply on site as per the above schedule.



Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633

The performance of the vendor will be continuously assessed throughout the tenure and if it is perceived that the vendor might not be able to meet the project timelines based on pro-rata performance and/or his performance as per the above-mentioned criteria is not up to the mark, EESL may cancel the order completely or partly without prejudice to his right, at the sole risk and cost of the vendor.

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

4. TECHNICAL SPECIFICATIONS OF Fast Chargers

The bidder in the bid should submit the entire component wise Bill of Material (BOM) list with associated costs.

The desired functional and technical specifications of charging equipment (as per Indian conditions) have been mentioned in the subsequent sections of this document. However, the intent is not to specify and capture all the aspects of design and installation associated with charging equipment mentioned herein. It shall be the obligation of bidder(s) that all the systems, sub-systems and equipment/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards.

This section prescribes the definition, requirements and specifications for high voltage electric vehicle (EV) public charging stations in India, herein also referred to as PCS - Fast Charger, for conductive connection to the vehicle, with an AC input voltage of 3-phase, 415 V. It also specifies the requirements for digital communication between PCS - Fast Charger and electric vehicle for control of charging.

4.1.1 General Requirements

The requirement for Public Charging Station (PCS) is as follows:

Charger	Charger Connectors*	Rated Voltage (V)	No. of Charging Points/No. of Connector guns (CG)
PCS - Fast Charger	CCS 2.0 (Min 50 kW)	200-1000	1/1 CG
	CHAdeMO (Min 50 kW)	200-1000	1/1 CG
	Type-2 AC (Min 22 kW)	380-480	1/1 CG

Note:

- The maximum power rating of the Fast Charger should be 150kW (Min 50kW CCS+ Min 50kW CHAdeMO+ Min 22kW AC type-2). In case of parallel operation, the wattage should not go lower than the minimum power defined for each output, but maximum power output of the charger should not cross 150 kW in any case.**

An EV is to use an off-board charger for delivering direct current at minimum 50 kW with CCS or CHAdeMO, along with on-board AC charger at minimum 22 kW. The EV shall be connected to the EVSE so that in normal conditions of use, the conductive energy transfer function operates safely.

- Energy transfer mode: Conductive

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



- b) EVSE type: CCS 2.0 + CHAdeMO + Type 2 AC
- c) No. of outputs: 3
- d) Charging mode:
 - a. CHAdeMO – Mode 4 – DC Charging [DC charging is defined as Mode 4 as per IEC61851-1 section6.2]
 - b. Type-2/Combo-2 CCS
 - c. AC Type-2, Mode-3
- e) Charger shall be Compact Pillar charger

4.1.2 System Structure

The System requirement parameters are derived from Table D1 of Annex DD of IEC 61851-23.

- a) Regulation: Regulated DC EV Charging station with combination of the modes: controlled voltage charging (CVC) and controlled current charging (CCC)
- b) Isolation: Isolated DC EV charging station, according to the type of insulation between input and output: a) Basic insulation, b) Reinforced insulation, c) Double insulation
- c) Each DC output should be isolated from each other [Section 7.5.101 of IEC 61851-23].
- d) Environmental conditions: Outdoor use. EVSEs classified for outdoor use can be used for indoor use, provided ventilation requirements are satisfied.
- e) Power supply: AC mains to EVSE charging station
- f) DC output voltage rating: 200-1000 V
- g) AC output voltage rating: 380-480 V
- h) Charge control communication: Communicate by digital and analog signals
- i) Output Current: 200A
- j) Interface Inter-operability: Interoperable with any EV supporting CCS or CHAdeMO protocols, or AC Type-2 (for each gun respectively).

4.1.3 Input Requirements

- a) Rating of the AC supply voltage
 - 1. The AC supply system would be 3-Phase, 5 Wire AC system (3Ph+N+E) Nominal Input Voltage is 415V (+6% and -10%) as per IS 12360
 - 2. The Rated value of the frequency is 50 Hz \pm 1.5Hz.
- b) Battery back-up: The Input supply system to have a battery backup for minimum 1 hour for control and billing unit. The data logs should be synched with CMS during back-up time, in case battery drains out.

4.1.4 Output Requirements

The chargers should allow charging of one vehicle with power 50 kW CCS and CHAdeMO, and minimum 22 kW AC Type-2 as per the output configurations types given below.

- a) DC Output voltage: 200-1000 V
- b) AC Output Voltage: 380-480 V
- c) Output current: 200A
- d) Converter Efficiency: > 92% at nominal output power
- e) Power factor: > 0.90 (Full Load)

The service life of coupler and breaking capacity of the coupler as defined in Section 9 of IEC 61851- 23.

Output Connector Requirements (as per table under Section 4.2.1)

4.1.5 Cable Requirements

Charging Cable Assembly: The functional characteristics are defined below

- a) Functional characteristics: The maximum cord length will be 5 meter, straight cable

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



- b) Cable Connection Type: supply cable will be with EVSE as per Case C defined in section 6.3.1 of IEC61851-1.
- c) Cord Extension Set: No extension cord to be used
- d) Adaptors: No adaptors to be used
- e) Storage means of the cable assembly and vehicle connector: EVSE should have storage for cable and connector when not in use, at a height between 0.4m to 1.5m above ground level, as per IEC 61851-23 Section 101.1.3

4.1.6 Environmental Requirements

- a) Ambient Temperature Range: -10°C to 55°C
- b) Ambient Humidity: 5% to 95%
- c) Ambient Pressure: 86 kpa to 106 kpa as
- d) Storage Temperature: 0°C to 60°C

4.1.7 Mechanical Requirements

- a) Ingress Protection: The minimum IP degrees for ingress of objects is IP 65
- b) Mechanical Impact: As per IEC 61851-1 Section 11.11.2
- c) Mechanical Stability: As per section 11.11.2 of IEC 61851-1
- d) Cooling: Air cooled or forced cool for protection and safety of equipment from any fire hazards

4.1.8 Protection Requirements

- a) Protection against Electric Shock: As per IEC 61851
- b) Effective earth continuity between the enclosure and the external protective circuit, As per IEC 61851

4.1.9 Specific Requirements

EVSE shall have provision of emergency switching, protection against uncontrolled reverse power flow from vehicle, Output current regulation in CCC, Output voltage regulation in CVC, Controlled delay of charging current in CCC, limited periodic and random deviation (current ripple) and limited periodic and random deviation (voltage ripple in CVC), as per Section 102.2 of IEC 61851-23.

The specific requirements defined in Section 102.2 of IEC 61851-23 except for the functions provided with descriptions:

- a) Rated outputs and maximum output power: The clause from Section 101.2.1.1 of IEC 61851-23 is applicable except for the ambient temperature range to be 0 °C to 55 °C for Indian climatic conditions.
- b) Descending rate of charging current: In case of normal condition, EVSE should be able to reduce the descending current at a rate of 100A per second or more as per Section 101.2.1.4 IEC 61851-23.
- c) Load dump: In any case of load dump, voltage overshoot shall not exceed 110% of the maximum voltage limit of the battery systems, as per Annex BB 3.8.3 of IEC61851-23.
- d) EMI/EMC as per IEC 61000

4.1.10 Functional Requirements

The functional requirements should be as per Section 6.4.3 of IEC 61851-1 and Section 6.4.3 of IEC 61851-23 except for the following functions, to be implemented as follows.

- a) Measuring current and voltage: The accuracy of output measurement of system B shall be within the following values:
 - 1. Voltage measurement: $\pm 0,5\%$
 - 2. Current measurement: ± 1 A if the actual current is less than or equal to (\leq) 50 A

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



- b) $\pm 2\%$ if the actual current is above ($>$) 50 A Protection against overvoltage at the battery: The DC EV charging station shall reduce the DC output current to less than 5 A within 2 s, to prevent overvoltage at the battery, if the output voltage exceeds the maximum voltage limit of the battery system for 1 s.

4.1.11 Communication Requirements

EV – EVSE Communication

The EV-EVSE communication would be as follows:

- PLC Communication(CCS)
- CAN Communication(CHAdEMO)
- PWM Control (AC Type 2)

EVSE – CMS Communication

The EVSE should be able to communicate with CMS using Open Charge Point Protocol (OCPP) 1.6 or higher versions compatible to OCCP1.6.

- a) Communication interface: Reliable Internet connectivity
- b) Should enable handshaking between EVSE and CMS for its discovery, firmware version, vendor Version, vendor etc. It should authorize the operation, before electric vehicle can start or stop charging. EVSE should respond to CMS for the queried parameters. Reservation, cancellation addition and deletion of EVSE should be possible from CMS.
- c) Metering: Grid responsive metering as per units consumption of the vehicle.
- d) Should be upgradable to next version of OCPP whenever it is released.

4.1.12 Billing and Payment Requirements

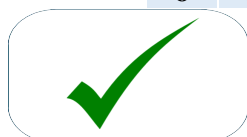
The bidder is expected to provide an all-inclusive software solution for billing and payment, with CMS and ‘User App’

- a) Billing: Based on grid responsive metering
- b) Payment: BHIM / Bharat QR or UPI compliant mobile payment
- c) Metering: As per Indian metering standard
- d) Billing and metering system shall be separate for each of CCS, CHAdEMO and AC Type-2 systems. Meter box to be within 10 metres of the charger.

4.1.13 User Interface and Display Requirements

1	ON- OFF (Start-Stop) switches	Mandatory
2	Emergency stop switch	Mushroom headed Push button type in Red Color, visible and easily accessible
3	Visual Indicators	Error indication, Presence of input supply indication, State of charge process indication and other relevant information
4	Display	Minimum 3.5” inches with 720 x 480 pixels TFT LCDScreen, user interface with touch screen or keypad 3 displays, 1 for each of CCS, CHAdEMO and AC Type-2 Toughened unbreakable glass for to be used for display screen.
5	Support Language	English (with provision for additional regional languages including Hindi).
6	Display Messages	EVSE should display appropriate messages

Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



		for user during the various charging states like: Suggestive sequence of charger operation Vehicle plugged in / Vehicle plugged out Duration since start of charge, kWh consumed. User authorization status Idle / Charging in progress: SOC Fault conditions Metering Information: Consumption Units
7	User Authentication	As per OCPP (through mobile application). OCPP gives only a mandate field, media to be used is open. Authentication to be done. Charging starts only after user authentication is successful.
8	End of Charging	Once the charging stops, the connector shall be released only after successful payment receipt / acknowledgement is received.

4.1.14 Documents Required

The successful bidders are supposed to submit the following documents post award of the work:

- Bill of Materials
- Wiring Drawings
- Circuit Drawings
- Operational Flow Chart

4.1.15 Summary of EVSE Specification

The specifications given above are summarized in table below:

#	Parameter	Description
General Requirements		
1	EVSE Type	CCS + CHAdeMO + Type 2 AC
2	Energy Transfer Mode	Conductive
3	Charging mode	CHAdeMO - Mode 4, CCS – Type-2/Combo-2, AC – Type -2 Mode-3
4	Reliability and Serviceability	Modularity, self-diagnostic features, fault codes and easy serviceability in the field
System Structure		
1	Regulation Method	Regulated D.C. EV charging station with combination of CVC or CCC but not simultaneously
2	Isolation	Each output isolated from each other with proper insulation
3	Environmental conditions	Outdoor use
4	Power supply	D.C. EV charging station connected to A.C. mains
5	DC output voltage rating	200-1000 V
6	AC output voltage rating	380-480 V

Signature : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



7	Charge control communication	Communicate by digital and analog signals
8	Interface inter-operability	Inter-operable with any EV supporting CCS or CHAdeMO or AC Type-2 (for each gun respectively)
9	Operator	Operated by a trained person or EV Owner
Input Requirements		
1	AC Supply System	3-Phase, 5 Wire AC system (3Ph+N+E)
2	Nominal Input voltage	3Ø, 415V (+6% and -10%) as per IS 12360
3	Input Frequency	50Hz, ±1.5Hz
4	Input Supply Failure backup	Battery backup for minimum 1 hour for control system and billing unit, to enable activities such as billing, to be provided.
Output Requirements		
1	Output Details	As per table under Section 4.2.1
2	Number of Outputs	3
3	Output Connectors	3 output connectors
4	Output Connector Compatibility	CCS: IEC 61851-23 / -24, IEC 62196-3, DIN 70121 CHAdeMO: IEC 61851-23 / -24, JEVS G 105, Rev. 1.2 compliant AC: IEC-61851-22, IEC 62196-2 Mode 3, Type 2
5	Converter Efficiency	> 92 % at nominal output power
6	Power factor	≥ 0.90 (Full load)
Cable Requirements		
1	Charging Cable Length	5 Meter, Straight Cable
2	Cable Type	Charging cable and connector permanently attached to EVSE (liquid cooled)
Environmental Requirements		
1	Ambient Temperature Range	-10°C to 55°C
2	Ambient Humidity	5 to 95%
3	Ambient Pressure	86 kpa to 106 kpa
4	Storage Temperature	0 to 60°C
Mechanical Requirements		
1	Ingress Protection	IP 65
2	Mechanical Stability	Shall not be damaged by mechanical impact as defined in Section 11.11.2 of IEC 61851-1
3	Cooling	Air Cooled
4	Mechanical Impact	Shall not be damaged by mechanical impact as defined in Section 11.11.3 of IEC 61851-1
5	Dimension(W*H*D)/Weight	Will be informed later
User Interface & Display Requirements		
1	ON- OFF (Start-Stop) switches	Mandatory
2	Emergency stop switch	Mushroom headed type
3	Visual Indicators	Error indication, Presence of input supply indication, State of charge process indication
4	Display	Minimum 3.5" inches with 720 x 480 pixels TFT LCD Screen, user interface with touch screen or keypad. Toughened unbreakable glass for to be used for display screen.
5	Support Language	English (with provision for additional regional



		languages including Hindi).
5	Display Messages	EVSE should display appropriate messages for user during the various charging states like: <ul style="list-style-type: none"> • Vehicle plugged in / Vehicle plugged out • Duration since start of charge, kWh. • User authorization status • Idle / Charging in progress: SOC • Fault conditions • Metering Information: Consumption Units
7	Authentication	As per OCPP 1.6 or higher (through mobile application)
Performance Requirements		
1	DC Output voltage and current tolerance	DC Output current regulation in Constant Current Charging (CCC): ± 2.5 A for the requirement below 50 A, and ± 5 % of the required value for 50 A or more DC Output voltage regulation in Constant Voltage Charging (CVC): Max. 2 % for the max rated voltage of the EVSE
2	Control delay of charging current in CCC	DC output current Demand Response Time: <1 s Ramp up rate: 20 A/s or more Ramp Down rate: 100 A/s or more
3	Descending rate of charging current	EVSE should be able to reduce DC current with the descending rate of 100 A/s or more
4	Periodic and random deviation (current ripple)	DC output current ripple limit of EVSE: 1.5 A below 10 Hz, 6 A below 5kHz, 9A below 150 kHz
5	Periodic and random deviation (voltage ripple)	Max. ripple voltage: ± 5 V. Max slew rate: ± 20 V/ms
Communication Requirements		
1	Communication between EVSE and Vehicle	As specified by CCS and CHAdeMO protocols
2	Communication interface between charger and central management system(CMS)	All of: Ethernet, Wi-Fi, and 2G/3G/4G
3	Communication between EVSE and Central Server	Open Charge Point Protocol (OCPP) 1.6 protocol or higher versions compatible to OCPP 1.6. Metering: Grid responsive metering
Billing Requirements		
1	Software Solution	CMS and User App
1	Billing	Grid responsive metering (Billing and metering system shall be separate for each of CCS, CHAdeMO and AC Type-2 systems)
2	Payment	BHIM / Bharat QR or UPI compliant mobile application payment
Protection & Safety Requirements		
1	Safety Parameters	Over current, under voltage, over voltage, Residual current, Surge protection, Short circuit, Earth fault at



		input and output, Input phase reversal, Emergency shut-down with alarm, Over temperature, Protection against electric shock
Marking of EVSE		
1	Marking Requirements	The EVSE shall bear the markings in a clear manner. Logo, markings and paint of EVSE to be approved by EESL.

Annexure – A1

Bill of Quantity (BOQ) for Fast Charging Stations

The bill of quantity has been mentioned in the table given below.

S. No.	Location of delivery	Charging Equipment to be procured	Specifications	Quantity
1	Delhi NCR- Multiple Locations	PCS - Fast Charger	122-150kW (CCS+ CHAdeMO+ AC Type 2)	200



Signature :-
 Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633

Section 6: Schedule of Supply
4.1.16 Type testing

Sr. No	Criteria	Parameter	Compliance Standards
1	Safety functions Verification	Earth Presence Detection (Socket - EVSE)	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.1
		Earth Continuity Check (EVSE-EV)	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.2
		Over Current and Short-Circuit Protection	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.5
		Leakage Current (RCD)	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.6
		Dielectric withstand voltage	As per IEC 61851 and As per AIS 138 Part-1: 11.6.1
2	Mechanical Stability	Mechanical impact	As per IEC 61851 and As per AIS 138 Part-1: 11.11.2.2
		IP TESTING	As per IEC 61851 and As per AIS 138 Part-1: 11.11.2.4
3	Climatic environmental tests	Ambient air temperature	As per IEC 61851 and As per AIS 138 Part-1: 11.11.1.2
		Ambient humidity	As per IEC 61851 and As per AIS 138 Part-1: 11.11.1.4
4	EMC Verification	General Compliance	As per IEC 61000 and As per AIS 138 Part-1: 11.11.3.2
		Immunity to electrostatic Discharges	As per IEC 61000-4-2 and As per AIS 138 Part-1: 11.11.3.2
		Electrical Fast Transient/Burst Immunity Test	As per IEC 61000-4-4 and As per AIS 138 Part-1: 11.11.3.2
		Surge Immunity Test	As per IEC 61000-4-5 and As per AIS 138 Part-1: 11.11.3.2
		Limitation of voltage changes, voltage fluctuations and flicker in public low voltage supply system. Limitation for harmonic currents produced by equipment connected to public low voltage charging systems	As per IEC 61000

4.2 Service Level Agreement (SLA)

- a) The Bidder(s) shall ensure that all information security aspects are exercised tested, implemented and where necessary enhanced not diluted at any point of time.
- b) Meter shall record precisely all the incidences and metering parameters required as per specifications.



Signature :- SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

The SLA for meters is mentioned in the table below:

S. No.	Defined Parameter	Service Level requirement	Validation Procedure	Penalty
1.	Commissioning of Charging equipment: Bidder(s) must ensure that charging equipment Confirmatory Purchase Orders/Indents placed pursuant to issuance of LOA are supplied, installed & commissioned as per the scheduled date(s) set out in the order at the designated place, as agreed.	Within 1 month of issuance of Confirmatory PO/ Indent. Refer <u>ANNEX-4</u> for details.	Delivery challan and Commissioning Report signed by representative of EESL.	0.5% penalty on the supply and the installation & commissioning value of the delayed quantity confirmed through the Confirmatory PO/Indent (as per A+C of Price Bid) for every one day's late delivery, subject to a maximum cap of 5% of the value of the Confirmatory PO/Indent (as per A+C of Price Bid).
2.	Replacement of faulty Charging equipment: faulty charging equipment to be replaced or repaired (under warranty only) by the bidder(s) within defined duration.	The faulty charging equipment should be repaired and/or replaced within 8 hours of the complaint.	Acknowledgment by the charging station operator in writing.	<p><u>More than 8 hours and up to 24 hours:</u> 2% penalty of Comprehensive on-site extended warranty and AMC (as per B of Price Bid) on the Warranty period charges for that year for the faulty equipment as mentioned in the payment schedule.</p> <p><u>More than 24 hours and up to 48 hours:</u> 4% penalty of Comprehensive on-site extended warranty and AMC (as per B of Price Bid) on the Warranty period charges for that year for the faulty equipment as mentioned in the payment schedule.</p> <p><u>More than 48 hours and up to 72 hours:</u> 6% penalty of Comprehensive on-site extended warranty and AMC (as per B of Price Bid) on the Warranty period charges for that year for the faulty equipment as mentioned in the payment schedule.</p>

Signature :
 Subject : GN=KUMAR SAURABH, ST=DELHI, OID:2.5.4.17=110003, OU=CONTRACTS,
 ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



Section 6: Schedule of Supply

S. No.	Defined Parameter	Service Level requirement	Validation Procedure	Penalty
				72 hours plus: 8% of Comprehensive on-site extended warranty and AMC (as per B of Price Bid) penalty on the Warranty period charges for that year for the faulty equipment as mentioned in the payment schedule.
3.	Firmware support: Charger manufacturer shall provide respective firmware in case of a malfunctioning or a feature request at no extra cost to EESL.	5 days within receipt of charging equipment.	Date of written request by System Integrator.	0.5% penalty of the installation and commissioning value of Confirmatory PO/Indent (as per C of Price Bid) for every one day late delivery subject to a maximum cap of 5% of the installation and commissioning value as per the Confirmatory PO/Indent (as per C of Price Bid).
4.	Availability of charging equipment in working condition	Bidder must ensure that the charging equipment must be online for at least 98% of the time. (Power failure related downtime is excluded)	Through report generated by the equipment	For default on this condition, 0.5% penalty of Comprehensive on-site extended warranty and AMC (as per B of Price Bid) for every 1% of non-availability of charging station per month subject to a maximum cap of 5% of Comprehensive on-site extended warranty and AMC (as per B of Price Bid).
5.	Software Support: Payment gateway software (to manage payments on mobile app), charger management software (to manage charger slots/availability/booking of slots), etc. in working condition	Bidder must ensure that the software must be online for at least 98% of the time. (Power failure related downtime is excluded)	Through report generated by the equipment	For default on this condition, 0.5% penalty of annual software charges (as per E of Price Bid) for every 2% of downtime of software per month subject to a maximum cap of 5% of annual software charges (as per E of Price Bid).

4.3 Quality Control / Inspection by EESL

- i) The bidder shall be wholly responsible for the quality and performance of the supplied charging equipment as per the tendered technical specifications.

Signature :-
Subject :- KUMAR SAURABH, ST-DELHI, QID 2, 5, 4, 17-118103, OI=CONTRACTS
ENERGY, CHARGING EQUIPMENT, CHARGING STATION, CHARGING EQUIPMENT, CHARGING STATION
User ID : Kumar.saurabh
Serial No : FSD633



Section 6: Schedule of Supply

- ii) EESL reserves the right to visit the manufacturing site or the supply chain for quality inspection at any time. EESL at its discretion may order the testing of random samples either at the implementation partner's premises or at any other third-party laboratory at cost of the successful bidder(s).
- iii) After testing, if the charging equipment are found not matching the specifications at given test parameters, EESL at its discretion may order for cancellation of complete order or cancellation of the complete lot of product. The complete loss shall be to the account of the bidder.
- iv) The items will be supplied in proper packing (as per relevant IS, if any) to avoid any damage during transit, storage and delivery. The bidder shall be responsible to transport and insure the charging equipment till their delivery at project site (locations shall be intimated later).
- v) Inspection / Checking / Testing:

I. **Pre-Dispatch Inspection**

All materials/equipment manufactured by the bidder against the Letter of Award (LOA) shall be subject to inspection, check and/or test by the EESL or its authorized representative at all stages and place, before, during and after the manufacture.

The bidder shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other tender/LOA requirements. The Test Certificate needs to be transmitted electronically to EESL at least 48 hours in advance of pre-dispatch inspection date. Only those batches meeting compliance shall be dispatched by the supplier.

If upon delivery, the material / equipment does not meet the specifications, the material / equipment shall be rejected and returned to the bidder for repairs / modification, etc. or for replacement. In such cases, all expenses including the to-and-fro freight, repacking charges, any other costs, etc. shall be to the account of the bidder.

II. **Tests**

The bidder should comply with the following:

- a) The equipment shall comply with Electromagnetic Compatibility EMC Directive 89/336/EEC or later or any other legislation regarding electric supply installations open to public access and use and all Global EVC laws.
- b) The equipment shall carry the CE Mark in accordance with Direction 93/465/EEC
- c) There shall be compliance with the provisions of all relevant Directives of the European Communities relating to work equipment, i.e. in regard to safety of personnel who operate and maintain the equipment.
- d) If a particular subject is not covered by one of the above standards then a recognized national standard shall apply.

The bidder(s) must submit appropriate certifications at the time of bidding. In the case of non-availability of the required certifications at the time of bid, the bidder may submit self-certification at the time of bidding, and the successful bidder(s) **MUST** submit the required certifications within 1 month of award of contract.

4.4 Documentation along with supply of charging equipment

The bidder(s) shall provide the following documents (both hard copy and soft copy) to EESL/System Integrator/Utility for reference:

- a) Manual / Guide: User Manuals, FAQ, OEM Functional Manuals and Installation Guides, Business Process Guides and Troubleshooting Guides
- b) **Firmware**

Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Section 6: Schedule of Supply

- c) Certificates: Equipment Warranty, Insurance, tests

Other than the certificates, the above mentioned documents shall be provided in the word format to provide flexibility for customization, if required.

4.5 Risk Mitigation

The bidder is expected to work with project managers from communication/ system integrator/ utilities in the participating states for immediately resolving the following risks (non-exhaustive indicative list):

- a) Poor equipment performance
- b) Project scope creep
- c) Unavailability of internal and external resources
- d) Rectification of equipment faults as per agreed SLAs

4.6 Specific Exclusions (to be covered under separate tender)

The following are excluded from this project:

- a) Operation of charging stations
- b) HT to LT conversion is not in the scope of the bidder(s)

4.6.1 Representatives of successful bidder

- a) 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.
- b) The NODAL officer shall be responsible for interacting with EESL and all the other stakeholders such as system integrators, communication service providers etc. to ensure seamless implementation of the project.

5. Price basis :

The prices/rates are inclusive of cost of finished product which includes the following:

- a) Packaging and forwarding charges
- b) Freight and transit insurance charges covering transportation up to EESL designated Installation Location
- c) Unloading, Installation and Commissioning of the product at EESL designated Location
- d) All applicable duties and taxes except GST (ISGT, CGST, SGST and UGST)

Prices once quoted shall remain firm, and not be subject to any escalation, till completion/execution of the contractual assignments/work and till the contract's validity's extension, if any.

For related services whenever such are specified in the Schedule of Supply, the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in India, payable on the Related Services, shall be paid as quoted by the bidder(s) in Section:4 - Price Bid Format, if the Contract is awarded to the Bidder.

The currency of the Bid shall be in Indian Rupees (INR) or United States Dollars (USD). The currency that shall be used for bid evaluation.

6. Penalties and Liquidated Damages:

For Delay in Supplies and Installation & Commissioning: Same, as at Para No. 4.3 of Part-B above at SLA Sr.

No. 1.

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Section 6: Schedule of Supply

Notwithstanding the above, in case of regular and repeated complaints against the bidder(s) and the bidder's failure in providing satisfactory after-sales replacement warranty and maintenance services, EESL reserves the right to forfeit the SD/CPG submitted against the LOA towards non-performance of the contract.

Alternatively, EESL reserves the right to purchase the material and have it installed & commissioned from elsewhere at the sole risk and cost of the defaulting bidder(s) and to recover all such extra costs incurred by EESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources, etc. Further, if any extra cost is incurred by EESL due to delay in work completion by the bidder(s) beyond the completion time as per PO, the same shall also be recovered from bidder's invoice/EMD/BGs, etc.

Alternatively, EESL may cancel the order completely or partly without prejudice to its right under the alternatives mentioned above.

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

a. Quality Plan :

Bidders shall submit typical Quality Assurance and Inspection Plan, including the details of in-process testing and Pre-Dispatch Inspection, along with technical bid. The Pre-dispatch Inspection Plan and Type Tests proposed to be carried out shall comply with the requirements under CE certification.

- Pre-dispatch Inspection Plan shall be shared within 1 week of placement of order.
- Based on the survey results the pre-dispatch inspection plan shall be accordingly revised and approved from M/s EESL subjected to meet the project timelines as per LoA

b. Pre-dispatch Inspection (PDI) :

EESL reserves the right to carry out Pre-dispatch Inspection (as per enclosed format or an updated version of the same) at their works either on their own or through their authorized representative for any or all the lots of chargers to be supplied under subject LOA, as per Inspection Plan approved by EESL. All the requirements under this clause shall be applicable in case of each of the manufacturers from whom successful bidder may outsource the chargers.

It is to mention that

- The product casing shall carry EESL labels in EESL approved requisite sizing so as to ensure **clear visibility** of EESL logo.

8. Project Management :

- Bidder shall plan and is required to carry out activities simultaneously across various states to achieve the completion period and implementation schedule as specified under Clause 4.
- Successful Bidder has to establish requisite number of field offices in Delhi NCR before commencement of supply at field with adequate manpower at appropriate levels to coordinate with all agencies concerned and monitor supply, storage, accounting and warranty redemption of material as per the scope of work under the subject LOA during the entire period of contract. This shall include fault/complaint management activities and site store management during repair and maintenance phase also. Penalties shall be applicable, as specified under Clause "Penalties and Liquidated damages", in case of non-deployment of site personnel for a period of more than 15 days during any calendar month.

iii. Appointment of NODAL Officer by Successful Bidder :

Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Section 6: Schedule of Supply

For the purpose of this tender, successful bidder needs to provide name, address, mobile no., email addresses, designations of at least 3 Senior Nodal Officers (Regular Employees of their organization), nominated by their top management (Director/ MD/ CEO), who are reachable through any means of modern communication and who shall be accountable to deliver the products and associated services to EESL as per the tender.

iv. **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.

v. **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. A Complaint Management System (web-based tool) to be utilized for complaint lodging, monitoring, action, attending and closure of warranty redemption requests. Bidder to provide login access to EESL project team for review of complaint handling process.

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

9. **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.

10. **Submission of Reports:**

Following Reports shall be submitted by the successful bidder, as per the instructions of EIC:

- a. **Daily Supply Schedule of material**
- b. **Stock Report:** Plant, Zonal and District Stores/Depot -Daily during Implementation and monthly during maintenance period
- c. **Spares Inventory** – Weekly Report on Stock of Drivers, SPDs and any other spares required for prompt service.
- d. **Monthly Progress Reports (including nos. of luminaires/spares supplied as replacement for faulty luminaires/spares) during contract period for each location.**

e. **Any Other Reports as may be directed by EIC**

Signature :- KUMAR SAURABH, ST-DELHI, CID-54-11110008, OI-FCO/2015,
Subject :- Tender No. EESL/ST/DELHI/2015/11110008
User ID : Kumar.saurabh
Serial No : F5D633



Section 6: Schedule of Supply

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

11. Documentation:

File names of all the documents submitted in soft form shall contain the topic of the subject document.

12. 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.



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 7 - General Conditions of Contract

Table of Clauses

1.	DEFINITIONS	111
2.	CONTRACT DOCUMENTS	112
3.	FRAUD AND CORRUPTION	112
4.	INTERPRETATION	114
5.	LANGUAGE	115
6.	JOINT VENTURE	115
7.	ELIGIBILITY	115
8.	NOTICES	115
9.	GOVERNING LAW	116
10.	SETTLEMENT OF DISPUTES	116
11.	SCOPE OF SUPPLY	116
12.	DELIVERY	116
13.	SUPPLIER'S RESPONSIBILITIES	116
14.	PURCHASER'S RESPONSIBILITIES	116
15.	CONTRACT PRICE	116
16.	TERMS OF PAYMENT	117
17.	TAXES AND DUTIES	117
18.	PERFORMANCE SECURITY	117
19.	COPYRIGHT	118

Signature
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



20.	CONFIDENTIAL INFORMATION	118
21.	SUBCONTRACTING	119
22.	SPECIFICATIONS AND STANDARDS	119
23.	PACKING AND DOCUMENTS	120
24.	INSURANCE.....	120
25.	TRANSPORTATION	120
26.	INSPECTIONS AND TESTS.....	120
27.	LIQUIDATED DAMAGES	121
28.	WARRANTY	121
29.	PATENT INDEMNITY	122
30.	LIMITATION OF LIABILITY	123
31.	CHANGE IN LAWS AND REGULATIONS	124
32.	FORCE MAJEURE	124
33.	CHANGE ORDERS AND CONTRACT AMENDMENTS	124
34.	EXTENSIONS OF TIME.....	125
35.	TERMINATION	125
36.	ASSIGNMENT	127



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.

- (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

- (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 participate⁴ 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.

4

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).

Subject : CN-KUMAR SAURABH, SI-BEHR, QID.2.5.4.17=11005, 00=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



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, 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



Section 7: General Conditions of Contract.

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.
- 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.



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 7: General Conditions of Contract.

- 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 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.



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=IN, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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.

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.



Section 7: General Conditions of Contract.

- 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.
- 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



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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 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.
- 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 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

- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Amendments

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 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,



Section 7: General Conditions of Contract.

- (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 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



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Section 7: General Conditions of Contract.

- (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.



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

	<p>Place of arbitration: SINGAPORE</p> <p><u>For a contract with a Local Supplier</u></p> <p>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</p> <p>Place of arbitration: New Delhi</p>
<p>GCC 11.1</p>	<p>The Scope of Supply shall be defined in : Section 6 Schedule of Supply</p>
<p>GCC 12.1</p>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>Documents for equipment shipped from outside the Purchaser’s country</p> <p>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:</p> <ul style="list-style-type: none"> (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; <p>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.</p> <p>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.</p> <p>Documents for equipment shipped from the Purchaser’s country as per Incoterm EXW</p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of</p>

Signature : _____
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



Section 8: Special Conditions of Contract

	<p>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:</p> <ul style="list-style-type: none">(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; <p>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.</p> <p>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.</p>
--	--



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

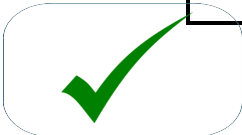
<p>GCC 16.1</p>	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>1. <u>Payment Terms:</u></p> <ul style="list-style-type: none">i) The payments for different cost heads/components shall be released to the bidder(s) as tabulated below, within 30 days of receipt of the bidder's Tax invoice at EESL office with all the requisite respective documents signed and stamped by EESL's EIC/authorized representative at designated delivery location. Each invoice shall have the Tax, etc. registration document's photocopy annexed to it.ii) The successful bidder(s) needs to ensure delivery and acceptance, and installation & commissioning of the complete lot of charging equipment as per the Confirmatory PO/Indent before submitting the invoice. This includes supply, installation & commissioning of required charging equipment and acceptance from the concerned officer.iii) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned above, if in the opinion of the EESL, any work done or supply made or service rendered by bidder(s) is deficient in any manner in comparison to the prescribed standards, EESL shall be at liberty to withhold a reasonable portion of the payments due to the bidder(s), till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the EESL under this contract.iv) All payments shall be made by EESL, no later than thirty (30) days after submission of an invoice and acceptance from the EESL, in favour of the successful bidder(s).v) The release of payments shall be progressive and performance/ output-based as per the given Payment Schedule, where the payments shall be made for measured deliverables and outputs on acceptance by EESL.vi) The currency in which payment shall be made to the bidder(s) under this contract is Indian Rupees (INR) for Indian bidder(s) or United States Dollars (USD) for International bidder(s) for the component which has been quoted in USD.. 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 India, implementing partner shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate from concerned tax authorities for claiming lower tax deduction, if any. <p>If some of the expenditures for the Related Services are to be incurred in India, such expenditures should be expressed in the Bid and shall be payable in INR.</p> <p>The payment schedule for this project is mentioned in the Table below.</p>
------------------------	--

Signature : _____
Date : _____
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Section 8: Special Conditions of Contract

Payment Milestone	Payment Terms	Conditions
Stage - I	70% of the contract value on pro-rata basis on receipt of material and successful installation and commissioning duly verified by EESL authorized representative.	<p>Payment shall be released within 30 days after receipt of original invoice at EESL with receipt acknowledged, signed and stamped by EESL authorized representative at designated project location.</p> <p>The successful bidders has to submit a letter of receipt and successful installation and commissioning duly signed by EIC authorized representative</p>
Stage - II	Balance 30% shall be released @10% per year on annual basis over the next 3 years after installation and commissioning of charging equipment and satisfactory performance of charging equipment on pro-rata basis as per the awarded contract value of the awarded Package.	Duly signed performance report by EESL's Project in charge to be submitted by the successful bidder(s).



Signature :
Project : EESL - KUMAR SURABH, C=IN, SERIAL: BID.2.3.4.17-118863, 00-COMTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

<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><u>Performance Security (PS):</u></p> <ul style="list-style-type: none"> • Within 28 (twenty eight) days of the receipt of notification of award from EESL, You shall furnish the PS in the form of Demand Draft/ Pay Order or Bank Guarantee for 10% of the total contract value . The PS shall be denominated in INR /USD. <p>Bank guarantee shall be from any Nationalized Banks/other scheduled private banks.</p> <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 Prformance Security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer 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 during the warranty period of three 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</p>

Signature :
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Kumar.saurabh
 Serial No : F5D633



Section 8: Special Conditions of Contract

	hundred percent) of the CIF, CIP, ExW price of the Goods from Warehouse to Warehouse basis including War Risks and Strikes.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: Incoterms 2010.
GCC 26.2	Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the Manufacturer's Works. The Manufacturer shall not bear the cost incurred with such attendance to pre-shipment, including, but not limited to, all travelling and board and lodging expenses, if the inspection will be conducted outside the Purchaser's country.
GCC 27.	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: 10% (ten percent). Total amount of penalties shall, in any case, be limited to the amount of penalty imposed by concerned ULB on EESL.
GCC 28. 3	As detailed in Section 6, the period of validity of the Warranty shall be: Three (3) years from the date of supply .
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price



Signature :-
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

S e c t i o n 9 - C o n t r a c t F o r m s

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:

Attachment: Contract Agreement



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

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.⁵

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.

5

Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).
Subject : CN=KUMAR SAURABH, ST=DELHI, O=D,2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Section 9: Contract Forms

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

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



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Performance Security

Bank's name, and address of issuing branch or office ⁶

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*⁷. (*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 ,⁸ 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.⁹

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

⁶ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

⁷ 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.

⁸ 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."

⁹ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.



Section 9: 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.



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633

Advance Payment Security

*Bank's name, and address of issuing branch or office*¹⁰

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*. 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, an advance payment in the sum of *name of the currency and amount in figures*¹¹. (. *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*¹². (. *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 , ,¹³ 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).

¹⁰ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
¹¹ 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.
¹² Footnote 2.
¹³ 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.”



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

-- Note to Bidder --

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.



Signature :
Subject : CN=KUMAR SAURABH, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS,
ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Kumar.saurabh
Serial No : F5D633