

INTERNATIONAL COMPETITIVE BIDDING DOCUMENT

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

Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty.

Issued on: 04.04.2019

Invitation for Bids No.: EESL/06/IE3Motors-ICB/192004001

ICB No.: 181904051 Revised as 192004001

Purchaser: Energy Efficiency Services Ltd., Delhi

Country: India

Preface

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

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



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Section 1 - Instructions to Bidders

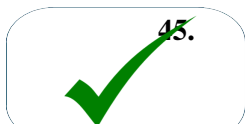
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46. Performance Security 22



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- (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;



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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.



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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, 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:

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- (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
- (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



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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.

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 a Bid submitted with no indexes



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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 Conformity of the Goods and Related Services to the Bidding Document

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6



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(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 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

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(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.

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.

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22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

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

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

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

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

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

23.2 The inner and outer envelopes shall

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 24.1; and

(c) bear the specific identification of this bidding process indicated in the BDS.

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

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

Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfe8b146e3acbcce
68acd14e736513c9bd55b47, ST=DE.HL, O=D 2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY AND POWER DEVELOPMENT
User ID : Anjana
Serial No : F2A372



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.

23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder’s designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

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

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

27.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

27.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

27.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.

27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
- (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.



Signature :-
Subject : CN=ANJANA, SERIALNUMBER=68acd14e736513c9bd55b47, ST=DELHI, OID.2.3.4.17=110083, OU=CONTRACTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder`s representatives who are present shall be requested to sign a register evidencing their attendance.

27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Purchaser may consider appropriate.

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

27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The 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=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERgy EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

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.



Signature :
Subject : CN=ANJANA, SERIALNUMBER=08004850059051198586c7e89146838cdce6
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

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.
- 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 meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

34.2 The determination shall be based upon an examination of the

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3abcbee
68acd14e736513c9bd55b42, ST=DELHI, O=D, 2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=TELECOM INDIA LIMITED
User ID : Anjana
Serial No : F2A572



documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.

34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.

35. Examination of Price Bids

35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.

35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:

- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
- (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.

36. Correction of Arithmetical Errors

36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

37. Conversion to Single Currency

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

38. Margin of Preference

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

39. Evaluation of Price Bids

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

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

- (a) the bid price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d944507b11c327661fec8a146e3abcbee
68acd14e736513c9bd55b47, ST=DELHI, O=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



- (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.



Signature :
 Subject : CN=ANJANA, SERIALNUMBER=68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

- 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 perform the Contract satisfactorily.



Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A372

Section 2 - Bid Data Sheet

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

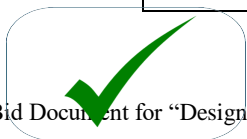
A. General

ITB 1.1	The number of the Invitation for Bids is : EESL/06/2018-19/ADB
	<p>The Purchaser is: Energy Efficiency Services Ltd. (EESL) 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003</p> <p>Ph : 011-45801260 www.eeslindia.org</p>
	<p>The name of the ICB is: Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty</p> <p>The identification number of the International Competitive Bidding (ICB) is: EESL/06/2018-19/ADB</p>
ITB 1.2(a)	<p>Add after the paragraph:</p> <p>It is expressly understood that all email communications will be treated as equivalent of “in writing”.</p>
ITB 2.1	The Borrower is: INDIA
ITB 2.1	The name of the Project is: Demand Side Energy Efficiency Investment Project
ITB 4.8	A consortium of two private entity (ies) or a combination of Private Limited, and OR Govt Companies is eligible to bid. Proprietorships or Individuals are not eligible to bid and this clause supersedes any clause for these terms in Section 1 or in any other part of this tender. The consortium shall submit a Consortium Agreement wherein Lead Member is clearly defined. All the Communications and Payments by EESL shall be made to the Lead Member.

B. Contents of Bidding Documents

ITB 7.1	<p>For the purpose of obtaining clarification only, the Purchaser’s address is:</p> <p><u>For Contractual Related Queries:</u></p>
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Signature :
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3abcbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A372

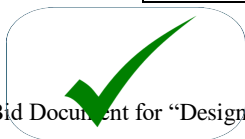


	<p>Attention: Mr. Rajneesh Rana/ Mr. Kumar Saurabh GM (BD & Contracts)/ DGM (T&C) Energy Efficiency Services Limited, 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph : 011-45801260 E-mail address: eproc@eesl.co.in</p> <p><u>For Technical Queries:</u></p> <p>Attention: Mr. S. P. Garnaik/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

C. Preparation of Bids

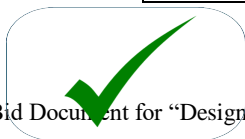
ITB 10.1	The language of the bid is: English
ITB 11	<p>Replace sub clause 11.2 entirely with following:</p> <p>Bidder shall upload its technical bid documents in file upload slots available under the technical envelope in the e-Procurement system.</p> <p>“Scanned Documents” – Bidder shall upload scanned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

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CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
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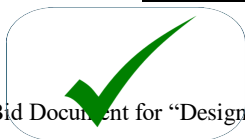
	<ul style="list-style-type: none"> • Tender document fee in the form of Certified Cheque/Demand Draft (DD) for INR 25000 or 352 US Dollars - issued in favor of Energy Efficiency Services Ltd., payable at Noida/New Delhi, Uttar Pradesh, India • Bid Security – Documentary proof of Bid Security as per ITB 21 of ITB. <p>Bid Security amount (In INR): INR 1.75 Crore for each lot.</p> <p>Bid Security amount (In USD) : 0.25 Million for each lot</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> <p>Technical Proposal in accordance with ITB 18;</p> <p>Price bid comprising online price bid form, scanned copies of letter of price bid and others as applicable shall be submitted on line at the web site https://eesl.eproc.in and shall be digitally signed.</p>
ITB 12.1	Deleted
ITB 13.1	Alternative bids <i>shall not be</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)/ Kolkata/Chennai / Vishakaptnam

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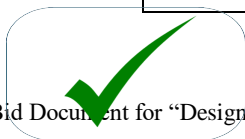
ITB 14.6 (c)	<p>Cost of related service should be quoted as per format in Section IV (Bidding forms). Related Service should include:</p> <p>1)Cost of Local handling, transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance, loading and unloading etc. to the final destination for goods from outside India and cost from factory including but not limited to loading, unloading etc. to the final destination for goods from inside India).</p> <p>It is recommended 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 be take into account.</p> <p>Immediately after dispatch of goods, the Bidder shall give movement of consignment intimation by FAX / E-Mail to the purchaser indicating TR No., date of movement, expected period of transportation, size of lots / consignment and transport weight, so that necessary advance arrangement for clearance of site and receipt of equipment / material at stores / project site could be made.</p> <p>2)Cost of Indian agents commission in rupees if any payable in INR for goods to be offered from outside the purchaser country.</p>
ITB 14.7	The prices quoted by the Bidder shall be fixed and not subject to adjustment.
ITB 14.8	Prices quoted for each ítem of a lot shall correspond at least to 100 % of the items specified for each lot.
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	The Non Manufacturing Bidder shall include with its bid the Manufacturer’s Authorization in prescribed format given in Section 4.
ITB 19.3	The Foreign Bidder is required to include with its bid, requisite evidence that it will be represented by an Agent in the Purchaser’s country for carrying out all the after sales service requirements. The address details of the representative entity and the names and designations of 3 senior employees with copy of Govt. IDs (with minimum Rank of Manager) are to be provided with the bid document.
ITB 20.1	The bid shall be valid for a period of <i>180 days</i> .
ITB 21.1	<p>The Bidder shall furnish a bid security in the amount(s) stated below as indicated in Clause 11 and 21.1(a) & (b) of BDS.</p> <p>Bid Security amount (In INR) : 1.75 Crore for each of the lots</p> <p>Bid Security amount (In USD) : 0.25 Million for each of the lots</p>
ITB 21.3	<p>Replace ITB 21.3 with the following:-</p> <p>The bid security shall be, at the Bidder’s option, in any of the following forms:</p> <p>a. An unconditional bank guarantee in the name of “Energy Efficiency</p>

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	<p>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> <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>
ITB 21.4	<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 Purchaser shall request the Bidder to submit a compliant bid security within 7 working days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p>
ITB 21.8	<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 of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
ITB 22.1	<p>Not applicable to electronic bid submission</p>
ITB 22.2	<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.

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	Power of Attorney shall be duly notarized or attested by an appropriate Agency within the Bidder's home country.
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D. Submission and Opening of Bids

ITB 23.1 (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> <p>Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
ITB 23.1(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. Purchaser shall not accept bids submitted in manual form.</p> <p>'E-Tendering' means submission of a digitally signed bid (by a valid digital certificate issued by a licensed Certifying Agency approved by the Controller of Certifying Agency, Government of India) which is stored in Time Stamped electronic sealed tender box.</p> <p>Bidders, who wish to participate in the bidding process, shall have to procure the prescribed class of Digital Certificate as per Information Technology Act 2000 and accepted by the e-Procurement system using which they shall digitally sign and submit their electronic bids online. Bidders can procure the same from any CCA approved Certifying Authority. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on https://eesl.eproc.in</p> <p>Bidders shall take due care to ensure that the documents uploaded by them in e-procurements system are virus free. Purchaser shall not be liable for such rejections.</p> <p>The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder.</p> <p>The bidders are required to download the bidding forms (Section 4), print the forms, fill them, scan them and upload at the portal. The information on eligibility and qualification provided in the bidding forms only will be</p>

Signature : ANJANA CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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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.

Purchaser shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of Purchaser and its e-procurement service provider.

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 safe keeping of their Digital Signature Certificate (DSC).EESL reserves the right to verify original copies of scanned documents uploaded by bidders. EESL may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form.

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.

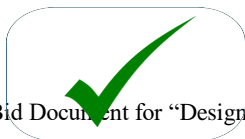
Should there be any discrepancy between scanned copy of the bid security and the original submitted by bidder, EESL will verify compliance of the bid security to tender requirements as per the original bid security submitted by bidder.

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	13.03.2019
2	Start Date of downloading of Bid Document	04.04.2019
3	Pre Bid Meeting Date & Time	22.04.2019 /11:00 Hrs IST
4	Date & time for start of online submission of Bids	01.04.2019 (1500 HRS ; IST)
5	Deadline for online submission of Bids.	15.05.2019 (1500 HRS IST)
6	Deadline for submission of the original documents as required in the sub-clause ITB 11 of Section 2: Bid Data Sheet of Bid Document	15.05.2019 (1430 HRS ; IST)
7	Date of opening of Technical bids	15.05.2019 (1530 HRS; IST)

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	8	Date of opening of Price bids	Shall be intimated to all technically responsive bidders later.
ITB 23.2, 23.3,23.4 & 23.5	Not applicable to electronic bid submission		
ITB 24.1	<p>Replace ITB 24.1 with the following:</p> <p>The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT +5:30 hours.</p> <p>Bid opening date specified in the e-Procurement site shall be taken as the final date. Purchaser reserves the right to open bids on or after the announced bid opening date and time specified in the e-Procurement site https://eesl.eproc.in</p> <p>Bid submission and bid opening timelines will be defined as per line e-Procurement server clock only.</p>		
ITB 24.3	<p>Add the new sub-clause :</p> <p>The Purchaser will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Purchaser's control.</p>		
ITB 25.1	<p>Replace ITB 25.1 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 ITB 26.1 with 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 ITB 26.2 with the following:</p> <p>Purchaser 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: 15.05.2019 Time: 15:0 HRS IST Location: Energy Efficiency Services Ltd. 6th Floor, Core 3, Scope Complex, Lodhi Road New Delhi-110003</p> <p>Office of: GM (BD& Contracts) Energy Efficiency Services Ltd.</p>		

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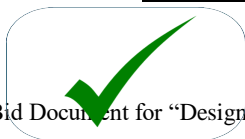
	<p>6th Floor, Core 3, Scope Complex, Lodhi Road New Delhi-110003</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Letter of Technical Bid shall be initialled by three representatives of the Purchaser attending the bid opening.</p> <p>The Price Bids will remain unopened in the e-procurement website and will remain encrypted, until the specified time of its opening.</p>
ITB 27.2, 27.3 27.4 & 27.5	Not applicable to electronic bid submission
ITB 27.6	<p>Replace the existing sub-clause by the following:</p> <p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform.</p>
ITB 27.7	<p>Replace the existing sub-clause by the following:</p> <p>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 are alternative proposals; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
ITB 27.9	<p>Replace the existing sub-clause by the following:</p> <p>The Purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Price Bids will remain encrypted in the e-Tendering portal.</p>
ITB 27.10	<p>Replace the existing sub-clause by the following:</p> <p>Price bids shall be opened online and the bidders may view the status of price bid opening online in the e-Tendering platform. Price Bids will be opened electronically in the presence of at least three authorised officials of Purchaser.</p>
ITB 27.12	<p>Replace the existing sub-clause by the following :</p> <p>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.</p>

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E. Evaluation and Comparison of Bids

ITB 29.1	<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 Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing or may also be via the e-Tendering platform. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price bids, in accordance with ITB 33.</p>
ITB 37.1	<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.</p> <p>The date for the selling exchange rate shall be: the day of the deadline for bid submission.</p>
ITB 38.1	<p>A margin of preference shall apply. The application methodology is given in Section 3: Evaluation and Qualification Criteria.</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>
ITB 44.2	<p>Replace the existing sub-clause by the following:</p> <p>At the same time, the Purchaser shall upload Award of Contract details in the e-Tendering portal. The Purchaser will publish in the e-Tendering portal or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing</p>
ITB 47	<p>Add the following clauses :</p> <p>7.1 Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces.</p> <p>7.2 Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Purchaser reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p>

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	<p>7.3 In case the bidder who wishes to ascertain the grounds on which its bid was made non-responsive, may do so by submitting his + appeal offline to the Purchaser. Such a case shall be addressed as per Procurement Guidelines of ADB.</p> <p>7.4 The Purchaser reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Purchaser shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>7.5 The Purchaser reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>7.6 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>7.7 Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation.</p>
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Section 3 - Evaluation and Qualification Criteria

1. Technical Evaluation

1.1 Technical Criteria

Deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall not be accepted. The bids received with technical deviations or deficiencies shall be rejected.

2. Qualification Criteria

The following provisions will be applicable for this bid.

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

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

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

2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall not be applicable.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

2.2.1 (a) For Indian bidder(s) should be a firm registered/incorporated under Indian Companies Act, 1956 repealed as 2013 and should be in existence for last three year, and further amendment (s). For international bidder(s), it should be registered under relevant laws/Act in its parent country and it should be in existence in its parent country for last 3 years. In case of Consortium, this condition is to be met with by the Lead Bidder.

Note:

- a) In case of consortium, the partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.
- c) A consortium of maximum three members is allowed.
- d) All the documentation should be completed by Lead Partner and in the name of the Lead Partner the terms 'Bidder' in the Tender shall correspond to Lead Partner wherever consortium is there.

Document proof w.r.t consortium to be submitted:

- 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.

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- Existing Joint Venture Agreement / Memorandum of Association (if applicable)
- Declaration for nominated representative of the Joint Venture authorize to conduct the business (if applicable)

Document proof w.r.t contractual experience to be submitted:

For Indian Bidders: Certificate of Incorporation issued under Indian Companies Act, 1956 repealed as 2013 from Registrar of Companies and further amendment (s) to be submitted.

In addition, GST number and PAN card for Indian company. For international firms, an Affidavit regarding declaration of incorporation of office in India.

For international bidders; Relevant documents under law of land for that country for incorporation.

2.2.1 (b) Bidder should have, in the preceding three (3) completed Financial Years reckoned from the date of opening of the Bids, manufactured, tested and supplied the minimum of 8,000 no IE3 motors for each quoted lot (and 16,000 no. for both lots). International Bidders may note that IE3 are covered under mandatory IS-12615.

Or

Successful completion as main supplier within the last 3 years, of one contract of Rs 68.4 Crores (USD 9.77 mn) or of at least 2 contracts each valued at INR 42.75 crore (USD 6.12 mn) or of atleast 3 contracts each valued at INR 34.2 crore (USD 4.89 mn) of IE2/IE3 motors.

For participation in both the lots, the above criteria would need to be fulfilled individually for both the lots.

Document proof to be submitted: The bidder shall submit (naming Annexure 1a) the following:-

Letter of Award / Purchase Order –Copies of LoA/Purchase Order per quoted Lot should be submitted. Proof of Supply in form of Completion Certificate/ Delivery Challan /Invoice Copies duly received by customer (with sign and stamp of customer) /payment receipt to be submitted against Letter of Award / Purchase Order Copy submitted.

Demonstration of ability to supply as mentioned above, if applicable.

2.2.2 Technical Experience

2.2.2.1 The bidder to confirm that they are in business of manufacturing of IE3/IE2 (LT/HT) Motors for the past minimum three (3) years as on date of bid opening and shall submit requisite documentary evidences in this regard.

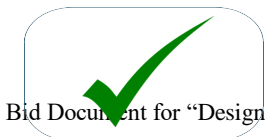
In case of consortium the lead bidder shall fulfill this criterion.

Document proof to be submitted:

For Indian Bidders:

- Certificate of Factory registration or equivalent certificate under relevant Act as applicable in bidder’s country (or under Indian Factories Act, 1948 in case of domestic company).
- Certificate issued by Registrar of Companies and Article of Association or equivalent documents applicable in their State of Law.

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 User ID : Anjana
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- Relevant certificates related to manufacturing facilities shall also be scanned and uploaded. For example, Excise Control Code (ECC No.) 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 and capacities of the IE3 Motors production (in-house or of others in case of outsourcing tie-ups).
- Proof of internal testing facility for IE3 Motors covering all applicable tests as per IS (PO/proof of purchase of testing equipments, test reports, snapshots of equipments etc.)

2.2.2.2 Bidder shall have their own BRAND (motor manufacturing) in the market (National/Global). The brand/trademark certificate must be at least one-year-old from the date of bid submission. In case of consortium the lead bidder shall fulfil this criterion.

Document proof to be submitted: Brand Certificate & other relevant documents to be submitted by Bidders.

2.2.2.3 Quality control/inspection by EESL

- a) The supplier/manufacturer shall be wholly responsible for the quality and performance of the supplied motors (under Test conditions) as per the tender technical specifications.
- b) Motor manufacturers owned lab test reports shall be submitted during the participation of the bid. However, before the supply of first lot of motors the NABL accredited test reports are mandatory to submit to EESL. In case of consortium, lead bidder should have the above-mentioned testing set up.
- c) After testing, if the product is found not matching the specifications including capacity and efficiency 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 supplier.
- d) The items will be supplied in proper packing (as per relevant IS, if any) to avoid any damage during transit, storage and delivery. The supplier shall be responsible to transport and insure the motors till their delivery at site on F.O.R basis.

Inspection/Checking/Testing

Inspection

- All materials/equipment manufactured by the supplier 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.
- If upon delivery, the material / equipment does not meet the specifications, the material / equipment shall be rejected and returned to the supplier 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 supplier.
- All tests shall be carried out as per the technical specifications, and the supplier shall submit the relevant test reports.

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- Manufacturer has to notify EESL 10 working days prior to the date of inspection. In case of any delay beyond the notice period manufacturer will not be responsible for delay in inspection.

II. Test

- The supplier needs to get the samples for the first lot to be type-tested under EESL supervision at an NABL-accredited Third Party Laboratory. The laboratory accreditation certificate must be recognized from Jan 2014 or later. The samples for such tests would be identified by EESL and cost of the sample and shipping will be borne by the supplier.
- During the tender duration, EESL at supplier cost shall conduct additional type tests at NABL-accredited third party lab. to maintain check on the supplied product. The random sample (up to 0.1% of the LOA volume) for such tests would be identified by EESL and can be from the manufacturing/supply chain/customer facility.
- The product shall comply with the defined technical specifications.

III. Pre-despatch Tests

- The supplier 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 despatch date. Only those batches meeting compliance shall be despatched by the supplier.

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.

2.2.2.3 ISO Certificate

Indian Bidder: Bidder must have manufacturing facility(ies) in India with valid ISO certification (ISO 9001:2008 or later standard) having in-house motor manufacturing.

International bidder: i. Bidder must have manufacturing facility(ies) in its parent country with valid ISO certification (ISO 9001:2008 or later standard).

ii. Further, international bidders who do not have facility for manufacturing in India shall demonstrate ability to supply and provide warranty/ replacement services in India during the warranty period as per the stipulated supply schedule.

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

Document proof to be submitted: Proof of execution of similar project in country, other than bidder's country.

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2.3 Financial Experience:

2.3.1 Historical Financial Performance

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three (3) years i.e. 2015-16, FY 2016-17 & FY 2017-18 (out of which one should be Financial Y 2017-18) w.r.t the date of bid opening.

For Consortium, each partner must fulfil the above condition individually.

Document proof to be submitted:

For Indian Bidders: Duly authorized copy of audited annual report is to be submitted along with a practicing Chartered Account's certificate.

For International Bidder: 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.

Audited Balance Sheet of last 3 years and Public Chartered Account certificate.

2.3.2 Size of Operation (Average Annual Turnover)

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

INR 171 Crore or 24.40 Million USD.

Bidder participating in both the lot shall have ATO of INR 342 Crore or 48.8 Million USD.

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

However, in case Bidder is a Consortium, the combined turnover of all the consortium members shall be considered.

Document proof to be submitted: Document proof to be submitted to purchaser as fulfillment proof of ATO qualifying Requirement.

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

For Consortium, each partner must fulfil the above condition individually.

Document proof to be submitted:

Audited Balance Sheet of last 3 years and CA certificate.

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Part 2: Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

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

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

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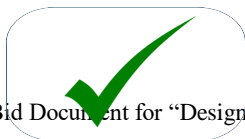
2.1.1.4 Government-Owned Enterprise

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

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

Pending litigation and arbitration criterion shall not apply.

2.2 Experience and Technical Capacity

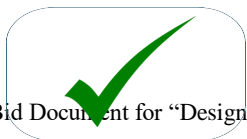
2.2.1 Contractual Experience: Criteria For Each Lot

*

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
As above (Ref. cl. 2.2.1)	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

2.2.2 Technical Experience: Criteria For Each Lot

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
As above (Ref. cl. 2.2.2)	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 2



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2.3 Financial Situation

2.3.1 Historical Financial Performance:

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

2.3.2 Size of Operation (Average Annual Turnover) : Criteria For Each Lot

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	Lead Partner	
As above (Ref. cl. 2.3.2)	must meet requirement	must meet requirement	must meet minimum 25% of the requirement	must meet minimum 50% of the requirement	Form FIN - 2

2.3.3 Net worth

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture / Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder's net worth calculated as the difference between total assets and total liabilities except shareholders fund should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3

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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 supplier premises, or port of entry, or border point to designated location 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 the 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 Site warranty for 3 years is to be quoted by the Bidder which shall form a part of the bid evaluation. Terms & Conditions of the Repair & maintenance are specified in the Section 6.

3.6 Performance and Productivity of the Goods

As indicated in Section 6.

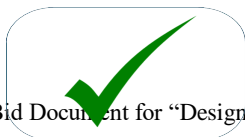
3.7 Multiple Lots (Contracts)

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot, or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a Bidder as defined in ITB 4.1 submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids), the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to:

- i), production capacity
- ii) Size of operations
- iii) Financial resources

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3.8 Evaluation Criterion:

Techno-Commercial Bid Opening

The techno-commercial bid opening of all the bids received by the due/closing date and time (as stated in the tender) shall take place at the venue declared therein.

In the event of the specified date for the opening of Bids being declared a holiday for EESL, the Bids will be opened at the appointed time on the next working day at the same venue.

The Bid opening shall be carried out by a duly constituted committee of EESL executives.

Preliminary Evaluation

Prior to the detailed evaluation, EESL will determine whether each Bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one: (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, EESL's rights or the Selected Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.

Clarification on Bids

During Bid evaluation, EESL may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

Price Bid Opening Process

EESL will open Price Bids of all the technically qualified Bidders, in the presence of Bidders' representatives who choose to attend the opening at such time, date and place as may be specified by EESL.

Bids that are not opened and read out at Bid Opening will not be considered for further evaluation, regardless of the circumstances. Bidder's representative attending the Bid Opening shall sign the attendance.

Evaluation Process Adopted by EESL: EESL will adopt following evaluation process:

Tentative number of motors in each kW range. Please note that the total number of motors in each lot as well as in each kW range is indicative. These numbers may however vary depending upon market demand.



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Lot No.	State (s)	Numbers & Wattage Range
Lot -1	Jammu & Kashmir, Himachal Pradesh, Punjab, Delhi, Uttarakhand, Haryana, Uttar Pradesh, Arunachal Pradesh, Nagaland, Sikkim, West Bengal, Odisha, Manipur, Meghalaya, Mizoram, Assam, Tripura, Madhya Pradesh	Various Wattages in the range of 0.75 KW to 75 KW*
Lot -2	Gujarat, Maharashtra, Rajasthan, Dadar & nagar haveli, Goa, Chattisgarh, Jharkhand, Bihar, Telangana, Karnataka, Kerala, Tamil Nadu, Andhra Pradesh, Pudducherry and remaining UTs/ states	Various Wattages in the range of 0.75 KW to 75 KW*

*The tentative aggregated kW for each lot is 281938 kW for 20,000 IE3 motors ranging from 0.75 to 75 kW. The rating wise indicative quantities are mentioned below. However, actual quantity may vary.

Proposed Quantity of IE3 Motors				
kW	2 Pole	4 Pole	6 Pole	Numbers
0.75	216	1,418	279	1,913
1.1	186	984	305	1,475
1.5	309	1,324	226	1,859
2.2	833	3,713	563	5,109
3.7	928	3,982	706	5,616
5.5	1,041	3,142	596	4,779
7.5	888	2,131	406	3,425
11	649	2,119	420	3,188
15	442	1,137	311	1,890
18.5	333	1,235	318	1,886
22	301	1,215	281	1,797
30	78	1,154	214	1,446
37	101	1,212	318	1,631
45	30	1,099	169	1,298
55	161	946	270	1,377
75	21	1,002	288	1,311
Total	6,517	27,813	5,670	40,000

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1. Tender will be evaluated separately for each Lot for complete scope of work as defined in tender documents on technically suitable lowest evaluated bidder on the basis of total price quoted by bidder i.e. For Indian bidder grand total of schedule 1 and schedule 3 and for foreign bidder grand total of schedule 2 and schedule 3.
2. 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 and within the purchaser’s country”. 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 outside and within the purchaser’s country”.

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

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

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

- 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 of above paragraph, 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 for the award."
 - The foreign bidder is responsible for all custom clearance which inter alia comprises of paying loading/ unloading fees at port, any incidental expenses related to customs clearance and delivery to final destination. However, EESL will reimburse only custom duty to foreign bidder on submission of documentary evidences.
3. It is mandatory for the bidders to quote for all items in one Lot. Bidders may quote for Lot 1 or Lot 2 or for both the lots if they can manage to accomplish the suggested timeline as per scope of work. Bidders need to submit an undertaking mentioning the number of Lots they are participating as per Declaration Certificate in Section-4 of tender documents.
 4. Bidders are requested to select the NON-PARTICIPATING Lots (Lot -1 to 2) and click on DELETE option and then PROCEED. Bidder has to mandatorily declare the participating Lots against this tender as per Declaration certificate in Section-4 of tender documents. Only price-bid of the declared Lots shall be opened subject to acceptance of technical bid.
 5. It may please be noted that the sequence of opening of bids shall be in numerical order with respect to the lot numbers as specified in the aforementioned table.

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6. The aforementioned lots include all pole types (2,4,6) and all types of mounting (flange and foot).

3.9 Margin of Preference

Margin of preference shall be applied as defined above.

3.10 LETTER OF AWARD

Prior to the expiration of the Bid Validity Period, EESL will notify the Selected Bidder in writing by issuing a letter ("Letter of Award") either through telefax/ scanned e-mail or through registered/speed post/couriered letter, that its Bid has been accepted. The Letter of Award will constitute the formation of the Contract. In case Bidder does not return the duplicate copy of Letter of Award with duly signed and acceptance within the time frame prescribed in the IFB, then the Letter of Award will be deemed to be accepted by the Selected Bidder, on whom award is made.

SIGNING OF THE CONTRACT

- EESL will send the Bidder the format of Contract along with Letter of Award.
- Within the time frame stipulated in the Letter of Award, the Selected Bidder shall sign and date the Contract and return it to EESL. The Contract shall be on appropriate stamp paper.

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User ID : Anjana
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Section 4 - Bidding Forms

Table of Forms

TECHNICAL BID SUBMISSION SHEET

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

PRICE BID SUBMISSION SHEET

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

TO BE OFFERED FROM WITHIN THE PURCHASER'S COUNTRY

TO BE OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY

RELATED SERVICES FROM OUTSIDE AND WITHIN THE PURCHASER'S COUNTRY

FORM OF BID-SECURING DECLARATION

MANUFACTURER'S AUTHORIZATION

DEVIATION CERTIFICATE

BIDDER'S QUALIFICATION

LOT DECLARATION



Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbcee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

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.
- (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].

Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

- (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=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



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:

- (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.

Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

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

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

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

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

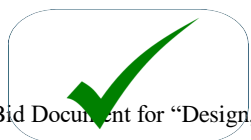
Name _____

In the capacity of _____

Signed _____

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

Date _____



Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

Price Schedule-1

for Goods to Be Offered from Within the Purchaser's Country (Lot-1)

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item Name	Description	Country of origin	Domestic value added in %	Quantity and unit of measurement	Unit price EXW	Total EXW price per item	GST and other taxes per item	Total price per item including GST
(1)	(2)	(3)	(4)	(5)	(6)	(7= 5x6)	(8)	(9= 7+8)
Description (Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty)								
1	0.75-1.1 (2,4,6 pole) Foot and/or Flange Mounting			1529kW				
2	1.5-2.2 (2,4,6 pole) Foot and/or Flange Mounting			7014 kW				
3	3.7-22 (2,4,6 pole) Foot and/or Flange Mounting			105297 kW				
4	30-75 (2,4,6 pole) Foot Mounting			168099 kW				
Total								



Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

Note:

- 1) **The rate quoted above must be inclusive of on site comprehensive warranty for a 3 year period.**
- 2) **The bidders are required to quote a single rate of Rs/KW for the entire range of ratings mentioned in the line items. The GST will not be taken into account for the purpose of bid evaluation. Bid shall be evaluated as per the evaluation criteria.**
- 3) **Price to be offered by the bidder in all line items of bid. Non-offering of rates in any line item shall be considered as non-responsive bid and not be eligible for evaluation purposes.**

Notes:	
Column 4:	In accordance with margin of preference ITB 38, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly. Please note that margin of preference as defined in ITB 38 would be applicable only if the domestic value added in each line item is minimum 30%.
Column 6:	Incoterm in accordance with ITB 14 Currency in accordance with ITB 15 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
Column 7:	Payable in the Purchaser's country if Contract is awarded

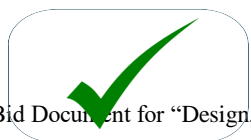
Name _____

In the capacity of _____

Signed _____

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

Date _____



Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Price Schedule-2 for Goods to Be Offered from Outside the Purchaser's Country (Lot-1)

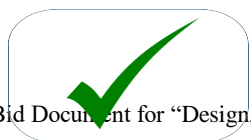
Name of Bidder _____ IFB Number _____ Page ___ of _____

Item	Description	Country of Origin	Quantity	Unit Price		Total Price
				Foreign Currency	CIP	Foreign Currency
1	2	3	4	5	6	7=4*6
Description (Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty)						
1	0.75- 1.1 (2,4,6 pole) Foot and/or Flange Mounting		1529kW			
2	1.5-2.2 (2,4,6 pole) Foot and/or Flange Mounting		7014 kW			
3	3.7- 22 (2,4,6 pole) Foot and/or Flange Mounting		105297 kW			
4	30-75 (2,4,6 pole) Foot Mounting		168099 kW			
Total						
	Custom Duty, cess, custom clearance, and other duties except GST.		281938 kW			

Note:

- 1) The rate quoted above must be inclusive of on site comprehensive warranty for a 3 year period.
- 2) The bidders are required to quote a single rate of Rs/kW for the entire range of ratings mentioned in the line items. The GST will not be taken into account for the purpose of bid evaluation. Bid shall be evaluated as per the evaluation criteria.
- 3) Price to be offered by the bidder in all line items of bid. Non-offering of rates in any line item shall be considered as non-responsive bid and not be eligible for evaluation purposes.

Subject : CN=ANJANA, SERIALNUMBER=08bd04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



- 4) Foreign Currency should only be in USD.
- 5) Only Prices quoted in item s no. 1-4 will be used for evaluation purpose.

Notes:

Column 5: Incoterm in accordance with ITB 14
 Currency in accordance with ITB 15
 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 7 & 8: Payable in the Purchaser's country if Contract is awarded

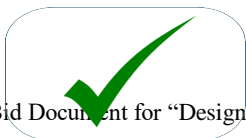
Name _____

In the capacity of _____

Signed _____

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

Date _____



Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

**Price Schedule -3
for Related Services
To Be Offered from Outside and Within the Purchaser's
Country(For lot 1)**

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Inland transportation including loading, unloading and transfer to Site, insurance and other costs incidental to delivery		281938 kW				
Total Amount							

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

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

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Price Schedule-1

for Goods to Be Offered from Within the Purchaser's Country (Lot-2)

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item Name	Description	Country of origin	Domestic value added in %	Quantity and unit of measurement	Unit price EXW	Total EXW price per item	GST and other taxes per item	Total price per item including GST
(1)	(2)	(3)	(4)	(5)	(6)	(7= 5x6)	(8)	(9= 7+8)
Description (Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty)								
1	0.75-1.1 (2,4,6 pole) Foot and/or Flange Mounting			1529kW				
2	1.5-2.2 (2,4,6 pole) Foot and/or Flange Mounting			7014 kW				
3	3.7-22 (2,4,6 pole) Foot and/or Flange Mounting			105297 kW				
4	30-75 (2,4,6 pole) Foot Mounting			168099 kW				
Total								

Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

Note:

- 4) **The rate quoted above must be inclusive of on site comprehensive warranty for a 3 year period.**
- 5) **The bidders are required to quote a single rate of Rs/KW for the entire range of ratings mentioned in the line items. The GST will not be taken into account for the purpose of bid evaluation. Bid shall be evaluated as per the evaluation criteria.**
- 6) **Price to be offered by the bidder in all line items of bid. Non-offering of rates in any line item shall be considered as non-responsive bid and not be eligible for evaluation purposes.**

Notes:	
Column 4:	In accordance with margin of preference ITB 38, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly. Please note that margin of preference as defined in ITB 38 would be applicable only if the domestic value added in each line item is minimum 30%.
Column 6:	Incoterm in accordance with ITB 14 Currency in accordance with ITB 15 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
Column 7:	Payable in the Purchaser's country if Contract is awarded

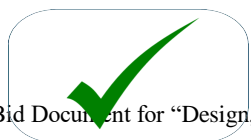
Name _____

In the capacity of _____

Signed _____

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

Date _____



Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Price Schedule-2 for Goods to Be Offered from Outside the Purchaser's Country (Lot-2)

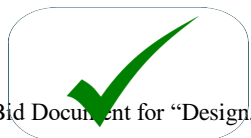
Name of Bidder _____ IFB Number _____ Page ___ of _____

Item	Description	Country of Origin	Quantity	Unit Price		Total Price
				Foreign Currency	CIP	Foreign Currency
1	2	3	4	5	6	7=4*6
Description (Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty)						
1	0.75- 1.1 (2,4,6 pole) Foot and/or Flange Mounting		1529kW			
2	1.5-2.2 (2,4,6 pole) Foot and/or Flange Mounting		7014 kW			
3	3.7- 22 (2,4,6 pole) Foot and/or Flange Mounting		105297 kW			
4	30-75 (2,4,6 pole) Foot Mounting		168099 kW			
Total						
	Custom Duty, cess, custom clearance, and other duties except GST.		281938 kW			

Note:

- 6) The rate quoted above must be inclusive of on site comprehensive warranty for a 3 year period.
- 7) The bidders are required to quote a single rate of Rs/kW for the entire range of ratings mentioned in the line items. The GST will not be taken into account for the purpose of bid evaluation. Bid shall be evaluated as per the evaluation criteria.
- 8) Price to be offered by the bidder in all line items of bid. Non-offering of rates in any line item shall be considered as non-responsive bid and not be eligible for evaluation purposes.

Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



9) Foreign Currency should only be in USD.

10) Only Prices quoted in item s no. 1-4 will be used for evaluation purpose.

Notes:	
Column 5:	Incoterm in accordance with ITB 14 Currency in accordance with ITB 15 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.
Column 7 & 8:	Payable in the Purchaser's country if Contract is awarded

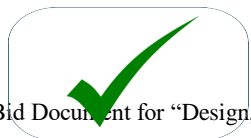
Name _____

In the capacity of _____

Signed _____

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

Date _____



Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Price Schedule -3 for Related Services To Be Offered from Outside and Within the Purchaser's Country(For lot 2)

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Inland transportation including loading, unloading and transfer to Site, insurance and other costs incidental to delivery		281938 kW				
Total Amount							

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

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

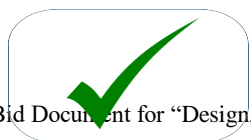
Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Notes applicable to price schedules above:

1. The bidder(s) has to mandatorily quote for all the line items/services/jobs enlisted in the Price Bid Sheet format. Else, the bid shall be liable for outright rejection.
2. 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 / extension, if any.
3. The contractor shall need to be mandatorily registered with the GST for the LOA items (services, where applicable), and furnish photocopy of their GST Certificate and PAN along with each Tax invoice.
4. Income tax, TDS, etc. will be deducted at source by EESL as per government policies.
5. Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to EESL by the implementing partner(s)
6. The above prices cover supply at EESL designated consumers located as mentioned under lot 1 and lot 2, and includes loading, unloading, transfer to site, insurance, and other costs incidental to delivery and all other taxes and duties except GST. GST shall be paid extra at applicable rate. The quoted prices shall cover the warranty period as defined in the Tender document. .EESL reserves the right to get supply on Pan- India basis.
7. The successful bidder shall comply with all the statutory compliances, specifically pertaining to The Legal Metrology Act 2009.

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

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



Form of Bid Security

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

Beneficiary: *[insert name and address of purchaser]*

Date: *[insert date]*

Bid Guarantee No.: *[insert number]*

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

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

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

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

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

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

Subject: CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



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]

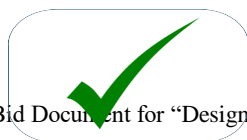
Dated on _____ day of _____, _____ [insert date of signing]

-- 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=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



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 General Manager (Technical)
Energy Efficiency Services Limited
6 th Floor, Core-3, Scope Complex,
7 Lodhi Road, New Delhi-110003.

Dear Sir,

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

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

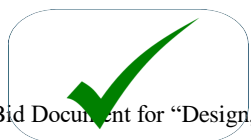
A. COMMERCIAL DEVIATIONS :

B. TECHNICAL DEVIATIONS :

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

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

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



Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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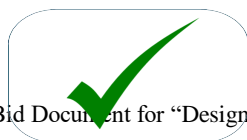
Bidder's Qualification

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

Form ELI - 1: Bidder's Information Sheet

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

Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



Form ELI - 2: Joint Venture / Consortium Information Sheet

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

Joint Venture Information	
Bidder's legal name (Lead Member in case -of Consortium)	
Joint Venture / Consortium Partner's legal name	
Joint Venture / Consortium Partner's country of constitution	
Joint Venture / Consortium Partner's year of constitution	
Joint Venture / Consortium Partner's legal address in country of constitution	
Joint Venture / Consortium Partner's authorized representative information (name, address, telephone numbers, fax numbers and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 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</p>	

Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience			
Contract No of	Contract Identification		
Award Date	Completion Date		
Role in Contract	<input type="checkbox"/> manufacturer <input type="checkbox"/> supplier		
Total Supply Quantity	(in Nos.)		
If partner in a joint venture or consortium, specify participation of total contract amount	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Percent of Total</td> <td style="width: 50%;">In Nos.</td> </tr> </table>	Percent of Total	In Nos.
Percent of Total	In Nos.		
Purchaser's name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criterion 2.2.1 of Section 3			

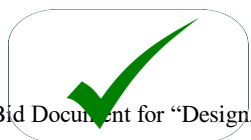


Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

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 IE3 Motors for the past minimum three (3) as on date of bid opening.	
The bidder should be registered with ISO 9001:2008 standard.	
Description of the similarity in accordance with Criterion 2.2.2 of Section 3	



Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner / Consortium Member: _____

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

Information from Balance Sheet

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

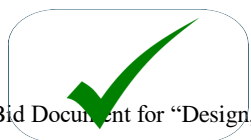
Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of joint ventures / consortium member, to the corresponding Joint Venture Partner / Consortium Member’s FIN-3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder’s parent companies, subsidiaries, or affiliates.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



Signature :
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572

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

Each Bidder must fill out this form.

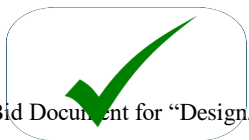
The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture / Consortium Member in terms of the amounts billed to clients for each year for work in progress or completed, converted to Indian Rupees at the specified exchange rate.

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=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
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User ID : Anjana
Serial No : F2A572



Form FIN - 3: Cash Flow Capacity

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

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

- Note -

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

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

Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572



Declaration for quoted package/lot

Declaration Certificate

(Declaration* for Quoted Lots in which bidders wishes to participate)

Declaration for Quoted States for the tender “**Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty**” vide tender No.

To,
General Manager (BD & Contracts)
Energy Efficiency Services Limited
6 th Floor, Core-3, Scope Complex,
7 Lodhi Road, New Delhi-110003.

From: M/s _____

Sub: Declaration for Quoted states/ packages in the tender.

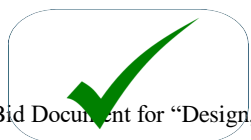
I/We (on behalf of M/s... ..) hereby admit that I/we, have quoted for following clusters/states/packages against the tender “**Design, Manufacture, Testing and Supply of IE3 Motors with 3 years comprehensive warranty**”

(Please tick ✓ for the lot/ package in which the bidders wants to bid)

Sr. No.	Lot/Package	Yes	No
1.	Lot 1		
2.	Lot 2		

Signature of bidder
With stamp & Address

(* bidder has to mandatorily declare the quoted lot/packages. Providing false information may lead technically non-responsiveness of the bid)



Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
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User ID : Anjana
Serial No : F2A572

Section 5 - Eligible Countries

There is no country restriction and universal procurement will apply.

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572



Section 6 - Schedule of Supply

1. SCOPE OF WORK and Special Terms and Conditions

A. SCOPE OF WORK :

The brief scope of work essentially consists of following: -

- a) The overall scope of the supplier includes supply and after sales support including warranty of motors as per the Technical Specifications.
- b) The sale of these motors is expected to be PAN-India in a phase-wise roll-out by EESL. The locations shall be shared with winning bidder(s) to evolve a suitable detailed delivery schedule. The overall Delivery Schedule and various timelines are outlined below:

Delivery Schedule and Timelines: For each lot

S. No.	Duration	Cumulative Quantity	Delivery Location
1	Within 60 days from date of PO.	100 %	Locations as per lots mentioned earlier in the document.
	Expected demand of motors from the date of LoA		
1	Within 60 days from date of LoA.	20%	
2	Within 90 days from date of LoA.	30 %	
3	Within 120 days from date of LoA.	40 %	
4	Within 180 days from date of LoA.	60 %	
5	Within 240 days from date of LoA.	80 %	
6	Within 360 days from date of LoA.	100 %	

**Quantity to be supplied may vary as per actual requirement.*

Timelines: -

- I. Attending Complaints: Within 72 hours of the complaint getting logged at the Customer Care Centre Helpline of EESL/Supplier.
- II. Full and Conclusive Resolution of Complaints: Within seven (7) days of complaint getting logged at the Customer Care Centre Helpline of EESL/Supplier, subject to the following restrictions: -
 - a. Minor faults are to be resolved within 24 hours of attending the complaint.
 - b. Major faults are to be rectified within maximum five (5) days of attending the complaint.

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CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

- c) The product (motors) shall be co-branded, i.e., of the supplier and EESL. The requisite logo and Customer Helpline Number of EESL (to be supplemented with the supplier's Customer Helpline Number as well) shall be shared with respective winning bidder(s) in due course. The CDR file/open file for the packaging must be developed by the supplier. EESL will only assist the supplier in providing the logo, artwork, statement, etc. The cost of artwork/graphics/embossment is to be included by the bidder in the quoted cost(s).
- d) The supplier shall put on each product, a logo of EESL and tamper-proof good quality label/hologram with a Unique Identification Number.
- e) The installation shall be carried out by the end-user.

f) After Sales Support

- i. The supplier shall maintain a functional toll-free Customer Care Helpline Number for recording consumers' complaints and ensure appropriate course of action is initiated against each complaint. The supplier shall have to resolve all complaints conclusively received within a maximum of seven (7) days, subject to the following timelines.
- ii. Complaints received at either the supplier's Customer Care Centre or at EESL Customer Care Centre have to be attended within 48 hours and are to be resolved within 24 hours from thereon in case of minor faults and the major faults are to be rectified within maximum five (5) days of attending the complaint.
- iii. The supplier shall also provide log details of CRM to EESL on monthly basis for analysis and monitoring activity.
- iv. The supplier shall ensure that its toll-free Customer Care Helpline Number and the warranty-support services are operational throughout the warranty period of 3 years (refer the clause regarding "Warranty" for details). EESL is at liberty to take penal action, like deducting warranty payments, in case of non-compliance of the above by the supplier and/or its agents.

g) Warranty and Annual Maintenance

- i. The supplier shall provide three (3) year comprehensive warranty for the motor supplied, including any components, bearings, etc.
- ii. The supplier shall be wholly and fully responsible for the warranty in respect of quality and workmanship of all material covered by this offer. The supplier must warranty all material against any manufacturing defects during the warranty period.
- iii. During the warranty period, the supplier shall maintain the material and repair/replace all the defective components at no additional charge whatsoever, unless there is damage due to negligence, inappropriate use, or unauthorized service, the conditions of which must be specified in the Owner's Manual.
- iv. Service Cost: The cost of annual service is included in the initial price unless there is damage due to negligence, inappropriate use, or unauthorised service, the conditions of which must be specified in the Owner's Manual. Additional service and the costs of replacement of insulation, electrical wiring, and other ancillary components, etc. can be levied as required.

h) General Terms and Conditions of Contract:

- i. The cost of any risk of damage or damage to the equipment and its performance, including damage to property and equipment of end customer, due to failure of deficiency in supplied equipment/warranty rights rests solely with the supplier.

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3abcbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERgy EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A372

- ii. The supplier shall depute a point of contact for monitoring of work covered under the scope of work including warranty.

2. Bill of Quantity

LT induction motor, Efficiency Class- IE3,

Proposed Quantity of IE3 Motors		
S.No.	kW Range(2,4,6 pole)	Aggregate kW*
1	(0.75-1.1) Foot and flange mounted)	1529
2	(1.5-2.2) Foot and flange mounted)	7014
3	(3.7-22) Foot and flange mounted)	105297
4	(30-75) (Foot mounted)	168099

Note:- It is mandatory for the bidder to bid for all the categories of motors detailed in the above line items and for 100% of the quantity in a lot..Any bid not quoting for all the line items and for 100 % of the quantity of any line item.will be summarily rejected.

3. Instruction to bidder

- Inspection/Removal of Rejected Goods and Replacement: If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment doesn't meet the stipulated performance requirements at the site, the same shall be rejected by EESL and notification to this effect will be issued to the bidder normally within 7 days from the date of receipt of the material at the work/site/office.
- The bidder shall arrange removal and replacement of the rejected items within 15 days from the date of notification. In the event, the bidder fails to lift the materials within the said 15 days, EESL shall be at liberty to dispose-off such rejected items in any manner as it may deem fit. All expenses incurred on to-and-fro freight, repacking charges, storage, disposal etc. shall be recoverable from the bidder.

Signature :
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CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

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

Signature :
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User ID : Anjana
Serial No : F2AS72



TECHNICAL SPECIFICATIONS OF IE3 MOTORS

1.0 SCOPE

This specification covers the design, manufacture, testing, packing and supply of energy efficient (IE-3) three phase LV squirrel cage induction motors for line voltages upto 415V AC for replacement of existing old motor or new installation for motor capacity ranging from 0.75kW to 75kw for EESL's National Motor Replacement Program

2.0 CODES AND STANDARDS

2.1 The squirrel cage induction motors and their components shall comply with the latest editions of following standards issued by BIS.

Standard	Description
IS 12615	Line operated Three Phase A.C. Motors(IE Code) Efficiency Classes & performance
IS 12065	Permissible limits of noise level for rotating electrical machines
IS 12075	Mechanical vibration of rotating Electrical Machines with shaft heights
IS 1231	Dimensions of foot mounted A.C induction motors
IS 2223	Dimensions of flange mounted A.C induction motors
IS 15999 (Part 1)	Rotating Electrical Machines Part 1, Rating & Performance
IS 15999 (Part 2/ Sec 1)	Standard methods for determining losses and efficiency from tests (excluding machines for traction vehicles)
IS – 5	Colors for ready mixed paints and enamels.
IEC 60072-1	Dimension & Output rating of Rotating Electrical Machines
IS/IEC 60034-5	Degree of protection provided by the integral design of Rotating Electrical Machines (IP Code classification)
IS/IEC 60034-30	Rotating Electrical Machines - Part 1: Rating & Performance

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566fec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
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User ID : Anjana
Serial No : F2A372

(j) GENERAL REQUIREMENTS

- (k) The offered equipment shall be brand new with state of the art technology and proven field track record. No prototype equipment shall be offered.
- (l) Vendor shall ensure availability of spare parts and maintenance support services for the offered equipment at least for 5 years from the date of supply.
- (m) Vendor shall give a notice of at least one year to the end user of equipment and EESL before phasing out the product/spares to ensure the end user for placement of order for spares and services.
- (n) In case of conflict between requirements specified in various applicable documents, the most stringent one shall prevail.

(k) OPERATING CONDITIONS

(l) Ambient Conditions

For the purpose of design of equipment/systems, an ambient temperature of 50 deg. Centigrade and relative humidity of 95% (at 40 deg C) shall be considered. Motor datasheet, if not specifically mentioned therein, a design ambient temperature of 50°C and an altitude not exceeding 1000 meters above mean sea Level shall be taken into consideration.

(m) Frequency and Voltage Variations

Unless otherwise agreed, motors shall be designed for continuous operation at rated output (415 V) under the following conditions:

Energy Network Apparatus	Voltage (V)	No. of Phases & Frequency	Fault Level	Combined Variation
Motors rated up to 75 kW	415 V +/- 10%	3 Phase, 4W, 50 Hz +/- 5%	50kA for 1 sec	Not more than +/- 10%

4.3 OPERATIONAL REQUIREMENTS

Starting Time

- 4.3.1 For motors with starting time up to 20 secs. at minimum permissible voltage during starting, the locked rotor withstand time under hot condition at highest voltage limit shall be at least 2.5 secs. more than starting time.
- 4.3.2 For motors with starting time more than 20 secs. and up to 45 secs. at minimum permissible voltage during starting, the locked rotor withstand time under hot condition at highest voltage limit shall be at least 5 secs. more than starting time.



Signature
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User ID : Anjana
Serial No : F2A572

4.3.3 For motors with starting time more than 45 secs. at minimum permissible voltage during starting, the locked rotor withstand time under hot condition at highest voltage limit shall be more than starting time by at least 10% of the starting time.

4.3.4 Motors shall be designed to allow the minimum number of consecutive starts indicated in Table below:

Starts	Min. no. of consecutive starts
No. of consecutive start-ups with initial temp. of the motor at ambient level (cold)	3
No. of consecutive start-ups with initial temp. of the motor at full load operating level (hot).	2

4.4 Direction of Rotation

Motors shall be suitable for either direction of rotation. In case unidirectional fan is provided for motors, direction of rotation for which the motor is designed shall be permanently indicated by means of an arrow. When a motor is provided with bi-directional fan, a double-headed arrow should be provided.

Normally, clockwise rotation is desired as observed from the driving (coupling) end, when the terminals ABC are connected to a power supply giving a terminal phase sequence in the order ABC. Counter-clockwise rotation of the motor shall be obtained by connecting the power supply to terminals so that the phase sequence corresponds to the reversed alphabetical sequence of the terminal letters. Ample space shall be provided at the terminal box for interchanging any two external leads for obtaining the reverse phase sequence.

5.0 PERFORMANCE

5.1 Unless otherwise specified, Motors shall be rated for continuous duty (S1) & shall be **Premium Efficiency class-IE3, conforming to IS 12615 (latest version), or IEC: 60034-30.**

5.2 Unless otherwise specified, the starting current (as % rated current) shall be limited to maximum 600% - 770% (subject to IS tolerance) as per IS 12615.

5.3 Starting torque and minimum torque of the motor shall be compatible with the speed torque curve of the driven equipment under specified starting and operating conditions including voltage and frequency variations. The driven equipment are typically pumps, fans & blowers and air compressors in industrial applications.

While selecting the motor, minimum starting torque shall be 110% of rated value for motors up to 75 kW.

Signature :-
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CTS AND PROCUREMENT, O=ENERgy EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
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5.4 The breakdown torque at the rated voltage shall not be less than 175 percent of the rated load torque with no negative tolerance. The breakdown torque shall not exceed 300 percent of the rated load torque.

6.0 CONSTRUCTION DETAILS

6.1 Windings

6.1.1 Unless otherwise specified, Motors shall be provided with Thermal class 130 'B' insulation as a minimum. In case of motors with Thermal class 155 'F' insulation, the permissible temperature rise above the specified ambient temperature shall be limited to those specified in the applicable Indian standards for class 'B' insulation.

6.1.2 The winding shall be tropicalized. The windings shall preferably be vacuum impregnated. Alternately the windings shall be suitably varnished, baked and treated with epoxy gel for operating satisfactorily in humid and corrosive atmospheres.

6.1.3 Windings shall be adequately braced to prevent any relative movement during operation. In this respect, care shall be taken for the stator windings for direct-on-line starting squirrel cage motors. Insulation shall be provided between coils of different phases that lie together. Core laminations must be capable of withstanding burnout for rewind at 350 deg C without damage or loosening.

6.1.4 In case of motors driving equipment with pulsating loads, special care shall be taken for the joints of rotor bars and end rings to avoid premature failures due to induced fatigue stresses

6.1.5 The ends of the windings shall be brought out into a terminal box. These shall be terminated by means of terminals mounted on an insulating base made of non-hygroscopic and non-flammable material.

6.1.6 All motors shall be with six terminals and suitable links to connect them in star or in delta except for motors rated up to and including 2.2 kW which may be accepted with three terminals.

6.2 Terminal Box and Cable Entries

6.2.1 The terminal box shall be located on the RHS as viewed from the driving (coupling) end. Terminal box located on top shall also be accepted, as demanded by the end customer. The terminal box shall have side cable entry from non-driving end. The terminal box design shall allow rotation in steps of 90° to facilitate cable entry from any direction.

6.2.2 Terminal box cover shall be provided with handles to facilitate easy removal. However, for terminal box covers weighing less than 5 kg., terminal box covers without handles can be accepted.

6.2.3 The terminals, cable lugs, terminal box, cable entries and cable glands shall be suitable for the maximum cables sizes as specified below for ratings up to 75kWmotors:

Motor rating up to and including	Size of phase conductor (mm2)
2.2kW & below	2.5 Cu
3.7kW	6 Cu
5.5kW	10 Cu

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7.5kW	16 Cu
9.3kW	16 Cu
11kW	16 Cu
15kW	50 Al
18.5kW	70 Al
22kW	70 Al
30kW	95 Al
37kW	120 Al
45kW	150 Al
55kW	240 Al
75kW	2 X 95 Al

6.2.5 Cable sizes for motors having synchronous speeds 750 RPM and below shall be as agreed between the purchaser and the manufacturer.

6.2.6 Cables used are of 650/1100 V grade aluminum conductor, PVC /XLPE insulated, PVC extruded inner sheath, armoured with overall PVC sheath.

6.3 Motor Casing and Type of Enclosure

6.3.1 The minimum degree of motor enclosures including terminal boxes and bearing housing shall be IP-55 as per IS/IEC 60034- 5

6.3.2 Motors for outdoor use shall be suitable for installation and satisfactory operation without any protective shelter or canopy. Motor casing shall be provided with a suitable drain for removal of condensed moisture.

6.3.3 All internal and external metallic parts, which may come into contact with cooling air, shall be of corrosion resistant material or appropriately treated to resist the corrosive agents, which may be present in the atmosphere. Screws and bolts shall be of rust proof material or protected against corrosion.

6.3.4 Unless otherwise agreed, motors shall have standard frame sizes for various output ratings as stipulated in IEC 60072 – 1

6.4 Bearing and Lubrication

6.4.1 Motors shall have grease lubricated ball or roller bearings. In all cases, the bearings shall be chosen to provide a minimum L-10 rating Life of 5 years, (40000 hours) at rated operating conditions. (The L-10 rating life is the number of hours at constant speed that 90% of a group of identical bearings will complete or exceed before the first evidence of failure).

6.4.2 In cases such as pumps for hot liquids where the driven equipment operates at high temperatures, bearings shall be cooled by a shaft-mounted fan. This shall ensure efficient ventilation of the bearing and disperse the heat transmitted from the driven equipment by conduction or convection.

6.4.3 Bearings shall be capable of grease injection from outside without removal of covers with motors in the running conditions. The bearing boxes shall be provided with necessary features to prevent loss of grease or entry of dust / moisture e.g. labyrinth seal. Where grease nipples are provided, they shall be associated, where necessary, with appropriately located relief devices, which ensure passage of grease through the bearings.

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6.4.4 Pre-lubricated sealed bearings may be considered provided a full guarantee is given for 4 to 5 years of trouble-free service without the necessity of re-lubrication.

6.5 Cooling System

All motors shall be self-ventilated, fan cooled. Fans shall be corrosion resistant or appropriately protected. They shall be suitable for motor rotation in either direction without affecting the performance of the motor. If this is not possible for large outputs, it shall be possible to reverse the fan without affecting the balancing of the motor.

For motors operating in hazardous area, the fans shall be of an anti-static non-sparking material.

6.6 Rotor

The rotor shall be of squirrel cage type, dynamically balanced to provide a low vibration level and long service life for the bearings. Die cast aluminum rotors for motors in hazardous areas may be accepted provided the same are type tested and approved by competent authorities.

6.7 Shaft Extension

Motors shall be provided with a single shaft extension with key-way and full key. Motor shaft shall be sized to withstand 10 times the rated design torque.

6.8 Lifting Hooks

All motors weighing more than 30 kg shall be provided with lifting hooks of adequate capacity.

6.9 Earth Terminals

Two earth terminals located preferably on diametrically opposite sides shall be provided for each motor. Necessary nuts and spring washers shall be provided for earth connection.

7.0 NAME PLATES

Motor rating name plate shall be fixed on motors stating all the required electrical & mechanical parameters as per relevant IS. In addition to this a separate name plate for motor tag number and EESL logo shall be fixed in a readily visible position (preferably on fan cowl). This tag number shall be as per the motor data sheets.

Material used for nameplate shall be either Aluminium or stainless steel.

8.0 CRITICAL SPEEDS

The first actual critical speed of stiff rotors shall not be lower than 120 % of the synchronous speed. For flexible rotors this shall be between 60 % and 80 % of the synchronous speed; the second actual critical speed shall be above 120 % of the synchronous speed.

9.0 PAINTING

All metal surfaces shall undergo manufacturer's standard cleaning /painting cycle. Colour shade of final paint shall be as per manufacturer's current color scheme for IE3 class motors. All unpainted steel parts shall be suitably treated to prevent rust formation. If these parts are moving elements, then these shall be greased.

10.0 PACKING AND DESPATCH

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All the equipment shall be divided into several sections for protection and ease of handling during transportation. The equipment shall be properly packed for selected mode of transportation i.e. ship/rail or trailer. The equipment shall be wrapped in polythene sheets before being placed in crates/cases to prevent damage to the finish. Crates/cases shall have skid bottom for handling. Special notations such as 'Fragile', 'This side up', 'Center of gravity', 'Weight', 'Owner's particulars', 'PO Nos.' etc. shall be clearly marked on the package together with other details as per purchaser for scrutiny.

The equipment may be stored outdoors for long periods before installation. The packing shall be completely suitable for outdoor storage, in areas with heavy rains/ high ambient temperature.

11.0 CERTIFICATION

The motors and associated equipment shall have test certificates issued by recognized independent test house (CIMFR/ CPRI/ ERDA/ NSIC or equivalent). All indigenous motors shall conform to Indian standards and shall be certified by recognized testing agencies.

12.0 INSPECTION, TESTING AND ACCEPTANCE

12.1 All tests shall be carried out at manufacturer's shop under his care and expense.

12.2 The manufacturer shall submit all internal test records of the tests carried out by him on the bought-out items, motor sub-assembly and complete motor assembly.

12.3 The manufacturer shall carry out the following routine and acceptance tests as per applicable Standards/ITP on all the motors.

General visual checks, nameplate details
Mounting, shaft center height measurement
Terminal box location, clearances, size, entries, space adequacy, no. of entries in terminal box
Free rotation of shaft, shaft center height, lubrication, fan mounting
Direction of rotation
Coupling, bearing details
Winding resistance
No load test & measurement of voltage, speed, current, power input
Locked rotor test at reduced voltage and measurement of voltage, current & wattage
Reduced voltage starting & running
Insulation resistance before and after high voltage test
Test for degree of protection

12.4 The manufacturer shall submit the following type test certificates (one sample from each type/rating):

- a) Full load test & measurement of voltage, current, power slip, power factor, bearing, noise
b) Efficiency & pf at 100%, 75% and 50% load

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- c) Temperature rise test
- d) Momentary overload test
- e) Vibration
- f) Noise Level
- g) Over speed
- h) Measurement of starting torque, starting current, full load torque.

13.0 Drawings, data & manuals for the motors shall be submitted as indicated below:

- a) List of the motors
- b) Individual motor data sheet
- c) Dimensional General Arrangement drawing
- d) Cable end box details
- e) Thermal withstand curves hot & cold
- f) Starting and speed torque characteristics at 80% & 100% voltage
- g) Installation & Maintenance Manual
- h) Test reports.

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Penalties and Liquidated Damages:

For Delay in Supplies: In case of any delay by the supplier beyond the stipulated schedule, including any extension permitted in writing, EESL reserves the right to recover from the supplier a sum equivalent to 0.5% of the contract value for delay per week or part thereof, subject to a maximum of 5% of the total value of the contract.

For Delay in Provision of Warranty/Repair as per the Timelines: For every day's delay in attending to the customer's complaints, beyond the timelines prescribed, a penalty of Rs.100/- per day shall be charged to the supplier. These shall be recovered from the outstanding payments or the amount retained by EESL.

Notwithstanding the above, in case of regular and repeated complaints against the supplier and the supplier's failure in providing satisfactory after-sales warranty 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 and distribute material from elsewhere at the sole risk at the cost of supplier 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 supplier beyond the completion time as per PO, the same shall also be recovered from supplier's invoice/EMD/BGs, etc.

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

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.
- **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.



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

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

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

2. **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 the DD for 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.



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Section 7 - General Conditions of Contract

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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.

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2. Contract Documents

3. Fraud and Corruption

(q) “The Site,” where applicable, means the place named in the SCC.

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.

3.1 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;

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- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate³ in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

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

4. Interpretation

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

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, 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

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



other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

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

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.

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- 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.
- 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

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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

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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)

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and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections 6 (Schedule of Supply).

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and

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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 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

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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

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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

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of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

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

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

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

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

34. Extensions of Time

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

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Contract in whole or in part,

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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

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Section 8 - Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: India
GCC 1.1(k)	The Purchaser is: Energy Efficiency Services Limited, New Delhi (EESL) India
GCC 1.1 (q)	The Site is: The locations of site has been mentioned in the two lots defined in the document. Bidders to note that the location /destinations given above are tentative and EESL reserves the right to change both quantities and dispatch destinations. The incremental freight, if any, on account of change in the destination would be reimbursed to the supplier on production of documentary evidence
GCC 4.2 (b)	The version of Incoterms shall be: Incoterms 2010
GCC 5.1	The language shall be: English Language for translation of supporting documents and printed literature is: English
GCC 8.1	For notices , the Purchaser's address shall be: Mr. Rajneesh Rana (GM-BD & C) 6th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph 011-45801260 E-mail address: rana@eesl.co.in
GCC 9.1	The governing law shall be: The Laws of India
GCC 10.2	The formal mechanism for the resolution of disputes shall be as follows: <u>For a contract with a Foreign Supplier:</u> In case of dispute between the Purchaser and a foreign supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Center. The arbitration procedure shall be administered by the Singapore International Arbitration Center. Place of arbitration: SINGAPORE <u>For a contract with a Local Supplier</u> In case of a dispute between the Purchaser and the Local Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration laws of India

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	Place of arbitration: New Delhi
GCC 11.1	The Scope of Supply shall be defined in : Section 6 Schedule of Supply
GCC 12.1	<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 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

Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3abcbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

issued by the factory and certified inspection agency or the Owner's representative, as appropriate;

(vi) Three (3) packages (including one (1) original and two (2) copies of the Certificate of Origin;

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

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

Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbcee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERgy EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

	<p>3. Forex Gain/Losses: Any foreign currency gain/losses shall be borne by bidder. Foreign bidder, who has quoted the prices in USD, prices in LoA shall also be expressed in INR using RBI reference rate prevailing on the day of deadline for bid submission. The payment shall be made in USD, equal to corresponding INR amount using RBI reference rate prevailing on the day of payment. Bidder may take suitable action to hedge/cover the fluctuation risk.</p> <p>For Schedule 3, payment shall be made in INR only.</p> <p>4. For the purpose of payment toward part “B”, warranty phase shall commence from the 1st of the month succeeding to the month in which supply of total awarded quantity of IE3 Motors as per terms of LoA is made by successful bidder. However comprehensive on-site warranty obligation of successful bidder shall be as term of “Scope of Work”.</p> <p>5. For the purpose of ‘Terms of Payment’, Part A, Part B and Part C is referred to corresponding parts of price bid table.</p>
<p>GCC 17.3</p>	<p>“</p> <p>For Goods to be procured from within or outside the Purchaser’s country :-</p> <ol style="list-style-type: none"> 1.If there is increase or decrease in the GST or Customs Duty on finished product 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. 3.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>GCC 18.1</p>	<p><u>Contract Performance Guarantee (CPG):</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 CPG in the form of Bank Guarantee in prescribed format for 10% of the total contract value. The CPG shall be denominated in INR /USD. • The CPG must be valid to cover Delivery Period + Warrantee Period+ 3 months claim period. In case Bidder provides CPG for shorter duration, it shall be for a minimum period of 3 years and EESL reserves right to invoke CPG in case extended CPG/fresh CPG is not furnished at least /60 days prior to expiry of original CPG. <p>Bank guarantee shall be from any Nationalized Banks/other scheduled private banks.</p> <p>In case of non-submission of CPG by bidder during the period of supply, EESL reserves the right to withhold an amount equivalent to the amount covered under CPG till the submission of CPG and acceptance of the same by EESL after due verification.</p>



Signature :-
 Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
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 User ID : Anjana
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GCC 18.3	The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad acceptable to the Purchaser in the form provided in Section IX. Contract Forms. If the institution issuing the Performance Security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.
GCC 18.4	Discharge of the Performance Security shall take place as per provisions under GCC Clause 18.4 Performance Security, upon completion of deliveries and successful repair & maintenance services of three (3) years as specified in Section 6.
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be as per standard norms under international practice.
GCC 24.1	The insurance coverage shall be in accordance with the provisions pursuant to GCC Clause 24.1. The Supplier must insure the Goods in an amount equal to 100% (one hundred percent) of the 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 (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.	The applicable rate for liquidated damages for delay shall be: 0.5 % (one half percent) of the contract value per week or part thereof. The maximum amount of liquidated damages shall be: 10% (ten percent) of the contract value.
GCC 28. 3	Validity of the Warranty shall be: Three (3) year from the date of supply to the consumers.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price



Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A372

Section 9 - Contract Forms

Letter of Acceptance

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

..... date.....

To: name and address of the supplier

Subject: Notification of Award Contract No.

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

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

Authorized Signature:
.....

Name and Title of Signatory:
.....

Name of Agency:
.....

Attachment: Contract Agreement



Signature :
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

⁴ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).
Subject: C=IN=ANJANA, SERIALNUMBER=088046301b38031198586cfe89146e5acbcce
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A372





Signature :-
Subject : CN=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERgy EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572

Performance Security

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

Beneficiary: *sName and address of purchaser*

Date:

Performance Guarantee No.:

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

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

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

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

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

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

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

⁵ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
⁶ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.
⁷ Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”
⁸ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758

where applicable
Subject: CTS ANJANA, SERIALNUMBER=08d04650fb58051f98566cfc8a146e3abcbee
 68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
 CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Anjana
 Serial No : F2A572



Advance Payment Security

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

Beneficiary: *Name and address of purchaser*

Date:

Advance Payment Guarantee No.:

We have been informed that *name of the supplier*. . . . (hereinafter called "the Supplier") has entered into Contract No. *reference number of the contract*. . . . 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*¹⁰. (. . . . *amount in words*. . . .) is to be made against an advance payment guarantee.

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

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

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

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

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

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

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

¹¹ Footnote 2.

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

Subject : EN-ANJANA, SERIALNUMBER=08d0f690d38031f9c9368c1e6d146e3abcbee
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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-- 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=ANJANA, SERIALNUMBER=08d04650fb58051f98566cfec8a146e3acbbe
68acd14e736513c9bd55b47, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRA
CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Anjana
Serial No : F2A572