

Invitation for Bids

Date:	1 st May 2021
Project No. and Title:	Loan No. 3436 Proposed IND; Demand Side Energy Efficiency Sector Project.
Contract Nos. and Title:	IFB No. - EESL/06/2020-21/OCB-SEAC/212204003 “ Design, Manufacture, Testing, Supply, Installation & Warranty of 30,000 Numbers 1.5 TR with 5.4 (Min) ISEER and 10,000 Numbers 1 TR with 5.8 (Min) ISEER Split Air Conditioners and other Related Works ”
Deadline for Submission of Bids:	14 th JUNE 2021, 1500 Hrs. (IST)

- India has applied for financing from the Asian Development Bank (ADB) towards the cost of **Scaling Up Demand Side Energy Efficiency Sector Project** Part of this financing will be applied to eligible payment under the contract for which this Invitation for Bids is issued.
- The **Energy Efficiency Services Ltd (EESL) (Employer)** now invites online Bids from eligible Bidders for the following:

“Design, Manufacture, Testing, Supply, Installation & Warranty of 30,000 Numbers 1.5 TR with 5.4 (Min) ISEER and 10,000 Numbers 1 TR with 5.8 (Min) ISEER Split Air Conditioners and other Related Works.”

The detailed scope of work for above packages is described in the Bidding Documents.

Open Competitive Bidding will be conducted in accordance with ADB’s [Single Stage: Two-Envelope](#) Bidding Procedure and there is no country restriction and universal procurement will apply.

- is open to all Bidders from eligible source countries.
- The complete Bidding Documents including tender drawings shall be available for inspection and downloading at EESL’s website <https://eesl.eproc.in> (hereinafter referred to as the ‘portal’) from 1700 Hrs on 1st May 2021 1500 Hrs. to 14th JUNE 2021. A Pre-Bid conference will be held on 10th MAY 2021 at 1100 Hrs. (IST) at the office of EESL mentioned at para 12.0 below. The detailed Qualifying Requirements (QR) are given in the Bidding Document.
- Interested bidders have to necessarily register themselves on the portal <https://eesl.eproc.in> as explained in Para 6.1 below to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get

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themselves registered at the aforesaid portal for which they are required to contact M/s C1 India Pvt Ltd Gurgaon at following address to complete the registration formalities:

M/s C 1 India Pvt Ltd.,
Gulf Petro-Chem Building, Building No 301,
1st Floor, Udyog Vihar Phase II,
Gurgaon – 110 048
Contact No.: 0124 430 2000; 88268 14007.
Email-ID: sandeep.bhandari@c1india.com

A onetime fee of INR 5000 is to be paid for this registration through DD in favor of Energy Efficiency Services Ltd, New Delhi.

Digital Signature Certificates (DSCs): To carry out e-Procurement using e-Procurement portals, all bidders will be required to obtain valid DSC of Class 3 (Signing + Encryption) issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Bidders are solely responsible for purchase of valid Digital Signature Certificate from authorized Certification Authorities and safe keeping of the certificates. The e-mail address specified in the Digital Signature Certificate shall match with the e-mail address specified in the user profile created during supplier registration. Bidders shall take due care to safe keep the e-Procurement system and DSC token passwords. The Employer shall not be responsible for inability of bidder to participate in a tender due to loss of password by bidder or inability of the bidder to retrieve password. The Employer shall not be responsible for failures or breakdowns of systems, other than those, strictly within the control of Employer and its e-Procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificate requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software.

- 5.1 **Registration on e-Procurement portal:** As stated above, Bidders have to be registered in the e-Procurement portal to be able to participate in tenders published on the site. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In portal terminology, this person will be referred to as the 'Super User' (SU) of that organization. For further details, please visit the website www.eeslindia.org, and click on the 'E-Tendering' link (on the Home Page), and follow further instructions.

Please note that even after acceptance of your registration by the Service Provider, Bidders need time to complete the mandatory activities related to their organization and prospective bidders are advised to plan accordingly.

- 5.2 They may obtain further information regarding this IFB from the office of CGM, EESL at the address given at para 12.0 below from 1500 hours to 1700 hours on all working days till the deadline as per para 5.0 above.

For proper uploading of the bids on the portal namely <https://eesl.erpoc.in> it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s C 1 India Pvt Ltd, Gurgaon directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related



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to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

6. Tender Document fee of US\$ 350 or in Indian Rupees 25,000/- as demand draft/Certified Cheque in favour of Energy Efficiency Services Ltd., payable at New Delhi shall be paid with the submission of the documents in line with Clause 11 of Section 2, Bid Data Sheet
7. Soft Copy parts of bids shall be uploaded up to 1500 Hrs. (IST) on 14th June 2021. The original documents as per clause 11 of the Bid Data Sheet shall be received up to 1430 Hrs. (IST) on 14th June 2021. The Techno-Commercial part (First Envelope) shall be opened online 14th June 2021 at 1500 Hrs. (IST).

The schedule for opening of Price part (Second Envelope) shall be intimated separately, as per the bidding documents.

- 7.1 The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
8. Bids must be accompanied by a Bid Security in the amount as stated in the Bidding Document (Bid Data Sheet).
9. Alternative Bids shall not be permitted.
10. EESL will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.
11. In the comparison of Bids, ADB's Domestic Preference Scheme will not be applied in accordance with the provisions stipulated in the Bidding Documents.
12. All correspondence with regard to the above shall be made to the following address:

(By e mail/In Person)

Mr Prashant Kumar, Chief General Manager (SCM)

Energy Efficiency Services Ltd.,

4 th Floor, Core V,

Scope Complex, Lodhi Road,

City: New Delhi

Pin code: 110003, INDIA

Telephone: +91 11 45801260 , +91 11 45801279

E-mail address: pkumar3@eesl.co.in / arastogi@eesl.co.in / psaurabh@eesl.co.in

For more information on EESL, please visit the site at <http://www.eeslindia.org>



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User : prashant.saurabh
Serial No : 123456789

OPEN COMPETITIVE BIDDING (OCB) DOCUMENT

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

Design, Manufacture, Testing, Supply, Installation & Warranty of 30,000 Numbers 1.5 TR with 5.4 (Min) ISEER and 10,000 Numbers 1 TR with 5.8 (Min) ISEER Split Air Conditioners and other Related Works

Issued on: 01.05.2021

Invitation for Bids No. EESL/06/2020-21/OCB-SEAC/212204003

OCB No.: EESL/06/2020-21/OCB-SEAC/212204003

Employer: Energy Efficiency Services Ltd., New Delhi

Country: India

Preface

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

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

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Section 1 - Instructions to Bidders

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Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.'



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 User ID : Pran.saurabh
 Serial No : 1390DBA

General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB’s Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) **defines, for the purposes of this provision, the terms set forth below as follows:**
 - (i) **“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;**
 - (ii) **“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to**

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- obtain a financial or other benefit or to avoid an obligation;
- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or access to information; and
 - (viii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: 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

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Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ 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 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

¹ 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).



Section 1: Instructions to Bidders.

- 3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) 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 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, 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.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.

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Section 1: Instructions to Bidders.

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, Joint Venture partner, associates, parent company 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; or
- (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

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

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

4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid–Securing Declaration.

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

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

5. Eligible Goods and Related Services

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

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

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- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

Contents of Bidding Document

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

PART I Bidding Procedures

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

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

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

- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

- 7. Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.”

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Section 1: Instructions to Bidders.

- 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

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.

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Section 1: Instructions to Bidders.

11.2 The Technical Bid submitted by the Bidder shall comprise the following:

- (a) Technical Bid Submission Sheet;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
- (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
- (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
- (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
- (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (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.

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.

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- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.
- 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 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**

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(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. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as non-responsive and be rejected.

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.

(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

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

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20. Period of Validity of Bids

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

21. Bid Security/ Bid-Securing Declaration

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
 - (b) an irrevocable letter of credit,
 - (c) a cashier's or certified check, or
 - (d) SWIFT message in the form of MT760.

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 promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 47.



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- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly 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, if
- (a) notwithstanding ITB 26.3, 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) the successful Bidder fails to
 - (i) **sign the Contract Agreement in accordance with ITB 46;**
 - (ii) **furnish a performance security in accordance with ITB 47; or**
 - (iii) **accept the arithmetical corrections of its bid in accordance with ITB 36.**
- 21.8 If a bid security is required as per ITB 21.1, the bid security 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 shall be in the name of any or all of the Joint Venture partners. If a Bid-Securing Declaration is required as per ITB 21.1, 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-Securing Declaration shall be in the names of all future partners, as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. 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 period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

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- 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.

Submission and Opening of Bids

23. Sealing and Marking of Bids

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

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

- 23.2 The inner and outer envelopes shall

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

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

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

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

- 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

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- 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 for withdrawal notices, which 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 for withdrawal notices, which 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 together in one envelope, the Purchaser may reject the Bid.

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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

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.

Signature
Subject: CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e
2.5.4.65=b4f237d057e9515b10ac0850510b8c0b4f7e8243dc5d9051bb14b34
0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : pran.saurabh
Serial No : 1390DBA



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are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Purchaser may consider appropriate.

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

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The 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.

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Subject: C=IN, O=ENERGY EFFICIENCY SERVICES LIMITED, OU=SCM, CN=PRAN SAURABH, SERIALNUMBER=2.5.4.65=b4f237d057e9515b10ac0850510b8c0b4f7e8243dc5d9051bb14b34
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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 the publication of Contract award.
- 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. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11
- 31.2 A substantially responsive 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,

1.0 if accepted, would

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- (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 proposed Contract; or

2.0 if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.

31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial Non-conformities

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.

32.2 Provided that a 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.

32.3 Provided that a 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).

33. Correction of Arithmetical Errors

33.1 Provided that the Bid is substantially responsive, 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.

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- (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.
- 33.2 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.
- 34. Conversion to Single Currency**
 - 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. Domestic Preference**
 - 35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 36. Evaluation and Comparison of Bids**
 - 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
 - 36.2 To evaluate a bid, the Purchaser shall consider the following:
 - (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
 - (e) assessment whether the bid is abnormally low in accordance with ITB 37; and
 - (f) 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
 - (g) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 34.
 - 36.3 The Purchaser's evaluation of a bid will exclude and not take into account,
 - (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

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

36.4 If the 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 Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.

37. Abnormally Low Bids

37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid

37.3 With regard to ITB 40.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.

37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or

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- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required

38. Post Qualification of the Bidder

- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors, or any other firm(s) different from the Bidder.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 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.

40. Notice of Intention for Award of Contract

- 40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

Award of Contract

41. Award Criteria

- 41.1 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.
- 41.2 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.

42. Purchaser's Right to Vary

- 42.1 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

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Subject: C=IN, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
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Quantities at Time of Award		any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
43. Notification of Award	43.1	Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.
	43.2	Unless standstill period applies, upon notification of 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 and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
	43.3	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	43.4	Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information: <ul style="list-style-type: none">(a) name of each Bidder who submitted a Bid;(b) bid prices as read out at bid opening;(c) name and evaluated prices of each Bid that was evaluated;(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and(e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
44. Signing of Contract	44.1	Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.
	44.2	Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
45. Performance Security	45.1	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, subject to ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. 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.

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45.2 Failure of the successful Bidder to submit the abovementioned 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.

46. Bidding-Related Complaints

46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

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Section2 – Bid Data Sheet

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

A. General			
ITB1.1	The number of the Invitation for Bids (IFB) is: EESL/06/2020-21/OCB-SEAC/212204003		
	The Employer is: Energy Efficiency Services Ltd. (EESL) 4th Floor, Core-5, Scope Complex, Lodhi Road, New Delhi-110003 Ph: 011-45801260 www.eeslindia.org		
	The name of the OCB is: EESL/06/2020-21/OCB-SEAC/212204003 Design, Manufacture, Testing, Supply, Installation & Warranty of 30,000 Numbers 1.5 TR with 5.4 (Min) ISEER and 10,000 Numbers 1 TR with 5.8 (Min) ISEER Split Air Conditioners and other Related Works in 4 different Lots.		
	LOT	Type of AC	Qty. (In Nos.)
	1.	1.5 TR Split, Invertor	10,000
	2.	1.5 TR Split, Invertor	10,000
	3.	1.5 TR Split, Invertor	10,000
			Region
			Northern (Delhi, Haryana, Punjab, Chandigarh, Himachal Pradesh, Northeast (Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Assam) North Central (Uttar Pradesh, Uttarakhand)
			Southwest (Maharashtra, Karnataka, Kerala, Goa) Central (Madhya Pradesh, Chhattisgarh, Odisha)
			Western (Rajasthan, Gujarat) Southeast (Telangana, Andhra Pradesh, Tamil Nadu) Eastern (Bihar, West Bengal, Jharkhand)

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1c8dfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17= 110003, OID
.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
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	4.	1 TR Split, Invertor	10,000	Northern (Delhi, Haryana, Punjab, Chandigarh, Himachal Pradesh, Northeast (Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Assam) North Central (Uttar Pradesh, Uttarakhand) Southwest (Maharashtra, Karnataka, Kerala, Goa) Central (Madhya Pradesh, Chhattisgarh, Odisha) Western (Rajasthan, Gujarat) Southeast (Telangana, Andhra Pradesh, Tamil Nadu) Eastern (Bihar, West Bengal, Jharkhand)
The identification number of the Open Competitive Bidding (OCB) is: EESL/06/2020-21/OCB-SEAC/212204003				
ITB1.2(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>			
ITB2.1	The Borrower is: INDIA			
ITB2.1	The name of the Project is: Super Efficient Air Conditioner (SEAC) programme under Demand Side Energy Efficiency Investment Project			
ITB4.8	A consortium of two private entity (ies) or a combination of Private Limited, Limited and / OR Govt Companies is eligible to bid. Proprietorships or Individuals are not eligible to bid and this clause supersedes any clause for these terms in Section 1 or in any other part of this tender. The consortium shall submit a Consortium Agreement wherein Lead Member is clearly defined. All the Communications and Payments by EESL shall be made to the Lead Member.			
B. Contents of Bidding Documents				
ITB7.1	<p>For the purpose of obtaining clarification only the Employer's address is:</p> <p><u>For Contractual Related Queries:</u></p> <p>Attention: Mr. Prashant Kumar, CGM (SCM)</p>			

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.



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 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

	<p>Energy Efficiency Services Limited, 4th Floor, Core-5, Scope Complex, Lodhi Road, New Delhi-110003 Ph : 011-45801260 E-mail address: pkumar3@eesl.co.in, psauarbh@eesl.co.in , arastogi@eesl.co.in</p> <p><u>For Technical Queries:</u> Attention: Mr. S. P. Garnaik/ Mr. Girja Shankar BUH (Lighting)/ GM (CDP) 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 Employer no later than: 21 days prior to the deadline for submission of bids The Employer shall publish its response to the queries in the e-Tendering platform where the tender is published online.</p>
ITB8.2	<p>Replace the existing clause by the following:</p> <p>Any addendum /addenda issued shall be part of the Bidding Document and shall be published in the same e-Tendering platform on which the tender was published online.The onus is on the bidder to visit the e-Tendering site to learn about the addendum and to submit its response as per the addendum published.</p>
C.Preparation of Bids	
ITB 10.1	<p>The language of the bid is: English</p>
ITB 11	<p>Replace subclause 11.2 entirely with following:</p> <p>Bidder shall upload its technical bid documents in file upload slots available under the technical envelope in the e-Procurement system. “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

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	<p>attorney of the person authorized to sign shall be issued by all the partners.</p> <ul style="list-style-type: none"> • Bid Document fee in the form of Certified Cheque/Demand Draft (DD) for <u>INR 25000 or 350US Dollars</u> -issued in favor of Energy Efficiency Services Ltd., payable at New Delhi, India <p>Bid Security – Documentary proof of Bid Security as per ITB 21 of ITB. 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>
<p>ITB12.1</p>	<p>Deleted</p>
<p>ITB13.1</p>	<p>Alternative bids <i>shall not be</i> permitted.</p>
<p>ITB 14.5</p>	<p>The Incoterms edition is as per 2010 edition issued by International Chamber of Commerce</p>
<p>ITB 14.6 (a) (i)</p>	<p>For Goods offered from within the Purchaser's country, the Bidder shall quote prices using the following Incoterms: EXW</p>

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.



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ITB 14.6 (b) (i)	<p>For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP</p> <p>Port of Entry is : Kandla/Nhava Sheva/JNPT (Mumbai)/Chennai/Vizag/Kolkata/ Kochi</p>
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 the 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 desired that transportation of equipments / material in India should be arranged only by road transport and accordingly offered inland freight and insurance charges and cost required for unloading of consignment in stores/ project sites should also take into account. It is also desired that immediately after movement of consignment intimation by FAX / E-Mail should be given to the purchaser indicating TR No., date of movement, expected period of transportation, size of lots / consignment and transport weight, so that necessary advance agreement for clearance of site and receipt of equipment / material at stores / project site could be made.</p> <p>2) Cost of Indian agents commission in rupees if any payable over and above CIF price for goods to be offered from outside the purchaser country.</p> <p>Cost of lump sum charges for supervision charges of erection, Testing and commissioning as per appendix B of Technical Specification.</p>
ITB14.7	<p>The prices quoted by the Bidder shall be fixed and not subject to adjustment.</p>
ITB 14.8	<p>Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.</p>
ITB 15.1	<p>To be replaced with</p> <p>The currency of the Bid shall be either of the purchaser's country i.e. Indian Rupees (INR) or US Dollars (\$)</p>

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<p>ITB 19.2</p>	<p>Deleted</p>																				
<p>ITB 19.3</p>	<p>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.</p>																				
<p>ITB 20.1</p>	<p>The bid period shall be <i>180 days</i>.</p>																				
<p>ITB21.1</p>	<p>The Bidder shall furnish a bid security as mentioned below: Bid Security</p> <table border="1" data-bbox="347 757 1391 949"> <thead> <tr> <th>Sr. No.</th> <th>Lot No.</th> <th>INR</th> <th>USD</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Lot No. 1</td> <td>35,00,000</td> <td>50,000</td> </tr> <tr> <td>2.</td> <td>Lot No. 2</td> <td>35,00,000</td> <td>50,000</td> </tr> <tr> <td>3.</td> <td>Lot No. 3</td> <td>35,00,000</td> <td>50,000</td> </tr> <tr> <td>4.</td> <td>Lot No. 4</td> <td>32,00,000</td> <td>45,000</td> </tr> </tbody> </table> <p>Please note that bidder may apply for any number of Lots. In case bidder is quoting for more than 01 nos. of Lot than bid security as above will be cumulative sum of respective lots.</p>	Sr. No.	Lot No.	INR	USD	1.	Lot No. 1	35,00,000	50,000	2.	Lot No. 2	35,00,000	50,000	3.	Lot No. 3	35,00,000	50,000	4.	Lot No. 4	32,00,000	45,000
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4.	Lot No. 4	32,00,000	45,000																		
<p>ITB21.3</p>	<p>Replace ITB 21.3 with the following: -</p> <p>The bid security shall be, at the Bidder’s option, in any of the following forms:</p> <ol style="list-style-type: none"> An unconditional bank guarantee in the name of “Energy Efficiency Services Limited”, New Delhi; or Fixed deposit receipt pledged in favour of Energy Efficiency Services Limited, New Delhi; An irrevocable Letter of Credit in favor of “Energy Efficiency Services Ltd.” New Delhi <p>The above instruments shall be obtained from a reputable source from an eligible country.</p> <p>In the case of a bank guarantee, the bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for a period of twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.</p> <p>The bank guarantee shall be issued either (a) by a Scheduled bank or nationalized banks located in India, or (b) directly by a foreign bank</p>																				

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	through its corresponding financial entity registered, or licensed to do business, in India, with office located in India, to make it enforceable in India.
ITB21.4	Any bid not accompanied by the proof of an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. However, if a bidder submits a bid security that deviates in form, amount, and/or period of Validity, the Employer shall request the Bidder to submit a compliant bid security within 7 working days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB21.8	Replace the existing clause 21.8 by the following: The Bid Security of a JV / Consortium shall be in the name of the JV / Consortium that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
ITB22.1	Not applicable to electronic bid submission
ITB22.2	Replace the existing clause 22.2 by the following: The Bidder shall digitally sign to authorize and make amendments to its bid submitted in the e-Tendering platform as stated in sub-clauses 23.1(a) & (b) of BDS. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <ul 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. Power of Attorney shall be duly notarized or attested by an appropriate Agency within the Bidder's home country.
	D.Submission and Opening of Bids
ITB23.1 (a)	Replace the paragraph with following: Bidders shall only submit Bids electronically through EESLs e-Tendering Portal. https://eesl.eproc.in Instructions for electronic submission are outlined in ITB 23.1 (b). Hard Copy submission of bids is not permitted and shall not be accepted.

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	<p>Bidders should enrol online on the e-Tendering platform of EESL. Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering portal to complete online enrolment and bid submission. The Bidder is advised to submit its bid online in the e-Tendering platform well in advance before the prescribed time. Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
<p>ITB23.1 (b)</p>	<p>The electronic bidding submission procedures shall be:</p> <p>The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. Employer shall not accept bids submitted in manual form.</p> <p>‘E-Tendering’ means submission of a digitally signed bid (by a valid digital certificate issued by a licensed Certifying Agency approved by the Controller of Certifying Agency, Government of India) which is stored in Time Stamped electronic sealed tender box.</p> <p>Bidders, who wish to participate in the bidding process, shall have to procure the prescribed class of Digital Certificate as per Information Technology Act 2000 and accepted by the e-Procurement system using which they shall digitally sign and submit their electronic bids online. Bidders can procure the same from any CCA approved Certifying Authority. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on https://eesl.eproc.in.</p> <p>Bidders shall take due care to ensure that the documents uploaded by them in e-procurement system are virus free. Employer shall not be liable for such rejections.</p> <p>The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder.</p> <p>The bidders are required to download the bidding forms (Section 4), print the forms, fill them, scan them and upload at the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms. Bidders should note that in the financial bid format for multi-currency bidding, a bidder can enter its price for one line item in one currency only. The system does not allow bidder to quote its price for a single line item in multiple currencies.</p> <p>Employer shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of Employer and its e-procurement service provider.</p> <p>Bidders shall take due care to ensure purchase of Digital Signature Certificates requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software.</p>

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Section 2: Bid Data Sheet

	<p>Bidders are informed to get acquainted with the bid submission process in e-Procurement system by contacting the e-procurement cell of the EESL. Please refer to https://eesl.eproc.in for further details.</p> <p>Bidders are solely responsible for safekeeping of their Digital Signature Certificate (DSC). EESL reserves the right to verify original copies of scanned documents uploaded by bidders. EESL may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form.</p> <p>Bidder shall upload financial bid details in the prescribed slots only and is liable to be disqualified when financial bid details are wrongly uploaded in the e-Tendering system and visible subsequent to opening of technical envelope.</p> <p>Should there be any discrepancy between scanned copy of the bid security and the original submitted by bidder, EESL will verify compliance of the bid security to tender requirements as per the original bid security submitted by bidder.</p> <p>Should there be any discrepancy between scanned copy of the tender document fees and the original submitted by bidder, EESL will verify compliance of the tender document fees to tender requirements as per the original tender document fees submitted by bidder. Tender Time Schedule (Key Dates):</p>	
1	Date of Online Publication	01.05. 2021
2	Start Date of downloading of Bid Document	01.05. 2021
3	Pre-Bid Meeting Online through Cisco Webex Date * Link of the meeting is mentioned below the table	10.05.2021 @ 1100 hrs IST

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Section 2: Bid Data Sheet

4	Date & time for start of online submission of Bids	14.05.2021 @ 1100 hrs IST
5	Deadline for online submission of Bids.	14.06.2021 @ 1400 hrs IST
6	Deadline for submission of the original documents as required in the sub-clause ITB11 of Section 2: Bid Data Sheet of Bid Document	14.06.2021 @ 1430 hrs IST
7	Date of opening of Technical bids	14.06.2021 @ 1500 hrs IST
8	Date of opening of Price bids	Shall be intimated to all technically responsive bidders later.
9	Link of Pre Bid Meeting	Join from the meeting link https://eeslindia.webex.com/eeslindia/j.php?MTID=m09101e219f9b8cc36d0e25aff20f3875

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	<p>Join by meeting number</p> <p>Meeting number (access code): 184 370 6495</p> <p>Meeting password: cPR4n3bE2hM</p> <p>Tap to join from a mobile device (attendees only)</p> <p>+91-11-6480-0114,,1843706495### India Toll (Delhi)</p> <p>+91-22-6480-0114,,1843706495### India Toll (Mumbai)</p> <p>Join by phone</p> <p>+91-11-6480-0114 India Toll (Delhi)</p> <p>+91-22-6480-0114 India Toll (Mumbai)</p> <p>Global call-in numbers</p> <p>Join from a video system or application</p> <p>Dial 1843706495@eeslindia.webex.com</p> <p>You can also dial 210.4.202.4 and enter your meeting number.</p> <p>Join using Microsoft Lync or Microsoft Skype for Business</p> <p>Dial 1843706495.eeslindia@lync.webex.com</p>
<p>ITB 23.2, 23.3,23. 4 & 23.5</p>	<p>Not applicable to electronic bid submission</p>
<p>ITB24.1</p>	<p>Replace ITB24.1 with the following:</p> <p>The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT +5:30 hours.</p> <p>Bid opening date specified in the e-Procurement site shall be taken as the final date. Employer reserves the right to open bids on or after the announced bid opening date and time specified in the e-Procurement site https://eesl.eproc.in</p>

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	Bid submission and bid opening timelines will be defined as per line e-Procurement server clock only.
ITB24.3	<p>Add the new sub-clause:</p> <p>The Employer will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Employer’s control.</p>
ITB 25.1	<p>Replace ITB25.1 with the following:</p> <p>The system will automatically lock the tender and disallow bid submission after the deadline for submission of bids.</p>
ITB 26.1	<p>Replace ITB26.1 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 ITB26.2 with the following:</p> <p>Employer will not have access to bids withdrawn in accordance with ITB 26.1</p>
ITB 27.1	<p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform. The designated representative of the Bidders may also choose to attend the technical bid opening at –</p> <p>Date: 14.06.2021 Time: 1500 hours IST Location: Office of: CGM (SCM) Energy Efficiency Services Ltd. 4th Floor, Core 5, 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. The Letter of Technical Bid shall be initially led by three representatives of the Employer attending the bid opening. The Price Bids will remain unopened in the e-procurement website and will remain encrypted, until the specified time of its opening.</p>
ITB 27.2, 27.3	Not applicable to electronic bid submission

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.



Signature :-
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User ID : Pran.saurabh
Serial No : 1390DBA

27.4 & 27.5	
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>
ITB27.7	<p>Replace the existing sub-clause by the following:</p> <p>Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there are alternative proposals; and the presence or absence of a bid security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalid at the contents and effect of the record.</p>
ITB 27.9	<p>Replace the existing sub-clause by the following:</p> <p>The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Price Bids will remain encrypted in thee-Tendering portal.</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 atleast three authorised officials of Employer.</p>
ITB 27.12	<p>Replace the existing sub-clause by the following:</p> <p>The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders ‘representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record.</p>
E. Evaluation and Comparison of Bids	
ITB29.1	<p>Replace the existing sub-clause by the following:</p> <p>To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The</p>

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.



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Section 2: Bid Data Sheet

	Employer’s request for clarification and the response shall be in writing or may also be via the e-Tendering platform. No change in the prices or substance of the bids shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price bids, in accordance with ITB33.
ITB37.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees. The source of the selling exchange rate shall be: Reserve Bank of India. The date for the selling exchange rate shall be: the day of the deadline for bid submission.
ITB38.1	A margin of preference shall apply. The application methodology is given in Section 3: Evaluation and Qualification Criteria.
ITB 39.4	Whether Bidders can bid for multiple lots: Yes
ITB 42.3	The details shall be hosted on EESL e-proc site https://eesl.eproc.in
ITB 43	The contract shall be signed at Purchaser’s office at New Delhi, India
ITB 43.1	The quantities or contract value may be increased or decreased up to 20 percent (twenty percentage) for each lot.
ITB44.2	Replace the existing sub-clause by the following: At the same time, the Employer shall upload Award of Contract details in the e- Tendering portal. The Employer will publish in the e-Tendering portal or well- known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing

Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.



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 Serial No : 1390DBA

ITB47	<p>Add the following clauses:</p> <p>47.1 Bidders shall upload their bid documents informats,which can be opened and read by open standard interfaces.</p> <p>47.2 Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Employer reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p> <p>47.3 In case the bidder who wishes to ascertain the grounds on which its bid was made non-responsive, may do so by submitting his + appeal offline to the Employer. Such a case shall be addressed as per Procurement Guidelines of ADB.</p> <p>47.4 The Employer reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Employer shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>47.5 The Employer reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>47.6 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected.</p> <p>47.7 Onlythosebidsmarkedassubmitted,asacknowledgedbyabid submission reference, at the bid submission time will be considered for evaluation.</p>
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Bid document for Procurement of Goods for “Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4 (min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.



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User ID : Pran.saurabh
Serial No : 1390DBA

1. Technical Evaluation

1.1 Technical Criteria

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

2. Qualification Criteria

The following provisions will be applicable for this package.

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

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

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

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Relevant documentary evidence to be submitted for example – work orders, invoices, completion certificates

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

Successful completion as main supplier within the last 7 years of at least the following valued contracts:

Sr. No.	Lot No.	Minimum contract Value for one contract		Minimum contract value for two contracts each		Minimum contract value for three contracts each	
		(INR Crore)	(Million USD)	(INR Crore)	(Million USD)	(INR Crore)	(Million USD)



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Section 3 - Evaluation and Qualification Criteria

1	Lot No. 1	37.12	5.1	29.70	4.1	22.28	3.1
2	Lot No. 2	37.12	5.1	29.70	4.1	22.28	3.1
3	Lot No. 3	37.12	5.1	29.70	4.1	22.28	3.1
4	Lot No. 4	33.92	4.7	27.14	3.8	20.36	2.8

Please note that bidder may apply for any number of Lots. In case bidder is quoting for more than 01 nos. of Lots than Minimum contract value as above will be cumulative as sum of different Lots.

For assessment:

- Work order / purchase order copies and completion certificate to be furnished along with the bid. EESL reserves the right to scrutinize documents by calling for the original documents for verification. In case of any malpractices or submission of fake documents, the bidder shall be delisted from participation in the active and upcoming future procurement tenders of EESL.
- For international bidder relevant documents that confirm the condition is met may be provided. Certified copy (ies) of Purchase Order(s), Letter of Award(s), Work Order(s), Completion Certificate(s), Delivery Order(s), Sale Receipt(s), etc. Non-manufacturing bidders may also submit bids with Manufacturers Authorization in prescribed format given in Section 4 (Bidding Forms) Undertaking about the manufacturing capacity per month (separately for in-house and for each of the source tied-up).

Relevant documentary evidence to be submitted for example – work orders, invoices, completion certificates

2.2.2 Contractual Experience

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

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

2.2.2.1 Evidence of above experience shall be submitted in the bid such as Excise Return / GST Return, factory license, NSIC certificate, Directorate of Industry, Udyog Aadhar

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Section 3 - Evaluation and Qualification Criteria

Memorandum/Udyam etc. For international Bidders the equivalent document as per applicable law of the country. The bidder to confirm that they are in business of manufacturing Air Conditioners for the past minimum five (5) years as on date of bid opening and shall submit requisite documentary evidences in this regard.

- 2.2.2.2 The bidder shall submit details of in-house facilities for manufacturing and testing of air Conditioners.

Bidders who do not have facility in India for manufacturing air Conditioners shall demonstrate ability to supply and provide warranty/ replacement services in India during the warranty period the as per the quoted BOQ.

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

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

- 2.2.2.5 The bidder(s) must compulsorily submit type test reports, cooling test certificate and certificates conforming to all the technical specifications of EESL from the NABL recognized certification agencies and also submit the BEE certification.

NOTE: Any international/Indian test report/certifications must contain name of the manufacturer, manufacturing address of the bidder and contact details of the testing lab. If there is an anomaly in the submitted versus actual report, the bidder shall be outrightly rejected.

- 2.2.2.6 If a particular subject is not covered by one of the above standards then a recognized national standard shall apply.

For assessment, bidder to submit self-certified copies:

- Documentary proof must include the type test certificates, interoperability testing certificate at the time of bid submission brochures, catalogs etc. The bidder(s) must submit appropriate certifications at the time of bidding. In the



Section 3 - Evaluation and Qualification Criteria

case of non-availability of the required certifications at the time of bid. the bid shall be outrightly rejected and no self-certifications will be accepted.

- Certificate of incorporation or equivalent certificate under relevant act/reform as applicable in bidder's country (or under Indian Companies Act, 1956 in case of domestic company)
- Certificate of Factory registration or equivalent certificate under relevant act/reform as applicable in bidder's country (or under Indian Factories Act, 1948 in case of domestic company).
- Certificate issued by Registrar of Companies and Article of Association or equivalent documents applicable in their State of Law.
- Relevant certificates related to manufacturing facilities shall also be scanned and uploaded. For example, Excise Control Code (ECC No.), Certificate under Indian Factories Act, 1948 etc. in case of indigenous bidder shall be provided. In case of foreign bidder, equivalent certificates related to having a manufacturing facility shall be uploaded to EESL bid committee's satisfaction.
- Details/documents in support of manufacturing facilities (in-house or of others in case of outsourcing tie-ups) for the following:
 - a. Manufacturing set-up for air conditioners:
 - Electrical tests.
 - Thermal tests
 - Operating conditions tests
- Proof of internal testing facility for air conditioners covering all applicable tests as per IS (PO/proof of purchase of testing equipment's, test reports, snapshots of equipment's etc.)
- ISO 9001:2008,14001 and 27001:2013 registration (to be submitted at the time of Lol issuance in case bidder is international) and
- Demonstration of ability to supply as mentioned above, if applicable.

2.3 Financial Experience:

2.3.1 Historical Financial Performance

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

The bidder should be profitable in at least Two year out of the preceding three (3) completed financial years i.e. FY 2017-18, FY 2018-19 & FY 2019-20 w.r.t the date of bid opening.

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

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



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Section 3 - Evaluation and Qualification Criteria

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

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

Only manufactured by (Company's Name) plate will be there. Branding of EESL will be provided.

2.3.2 Size of Operation (Average Annual Turnover)

The average annual turnover (AAT) of the Bidder, 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:

Sr. No.	Lot No.	ATO In (INR Crore)	ATO In (USD mn)
1	Lot No. 1	58	7.95
2	Lot No. 2	58	7.95
3	Lot No. 3	58	7.95
4	Lot No. 4	53	7.30

Here Turnover means Revenue from Operations. Other income shall not be considered for arriving at annual turnover.

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

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

Please note that bidder may apply for any number of Lots. In case bidder is quoting for more than 01 nos. of Lot than AAT will be cumulative sum of respective turnover of the respective lots as detailed above.

For assessment, bidder to submit self-certified copies:

- Copies of the audited financial statements for last three years shall be submitted as proof of turnover.
- Certification of financial statements from a practicing Chartered Accountant, if applicable, for the preceding financial year.

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Section 3 - Evaluation and Qualification Criteria

- If applicable, legally enforceable Consortium Operating Agreement (COA) with the details of Lead Bidder and explicitly stating the roles & responsibilities of the consortium partners with intent to successfully execute the project activities for EESL throughout the contract period.
- Letter(s) of Commitment, from each of the Consortium members as per the Bidder's format to be specified in the bidding document.
- Existing Joint Venture Agreement / Memorandum of Association (if applicable)
- Declaration for nominated representative of the Joint Venture authorize to conduct the business (if applicable)
- Brand Certificate, if any.

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

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Part 2: Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Criteria Requirement	Compliance Requirements				Documents
	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	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid
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Section 3 - Evaluation and Qualification Criteria

of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.					Submission Sheet
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User: P. Prasad

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2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
	Requirement	Single Entity	Joint Venture / Consortium		
			All Partners Combined	Each Partner	One Partner
Successful completion as main supplier within the last 7 years, as stated in the table below with nature and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Must meet requirement	must meet requirement	not applicable	not applicable	Form EXP – 1

Sr. No.	Lot No.	Minimum contract Value for one contract		Minimum contract value for two contracts each		Minimum contract value for three contracts each	
		(INR Crore)	(Million USD)	(INR Crore)	(Million USD)	(INR Crore)	(Million USD)
1	Lot No. 1	37.12	5.1	29.70	4.1	22.28	3.1
2	Lot No. 2	37.12	5.1	29.70	4.1	22.28	3.1
3	Lot No. 3	37.12	5.1	29.70	4.1	22.28	3.1
4	Lot No. 4	33.92	4.7	27.14	3.8	20.36	2.8

2.2.2 Technical Experience

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

Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4(min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor."



Signature :-
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 1c8dfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.
 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN

Section 3 - Evaluation and Qualification Criteria

The Bidder shall demonstrate that the air-conditioners of ISEER 4.5 (BEE-5 Star) or equivalent or better efficiency have (a) been in production for at least 1 year, and (b) been sold a minimum of 5000 units of similar type and specification over the last three (3) years;	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP – 2
---	-----------------------	----------------	-----------------------	----------------	--------------

2.3 Financial Situation

2.3.1 Historical Financial Performance

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

2.3.2 Size of Operation (Average Annual Turnover)

Criteria Requirement	Compliance Requirements			Documents
	Joint Venture / Consortium			



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e1c8dfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.0085e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
Bid document for Procurement of Goods for 'Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4(min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.'

Section 3 - Evaluation and Qualification Criteria

	Single Entity	All Partners Combined	Each Partner	One Partner	Submission Requirements
As mentioned below	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

Sr. No.	Lot No.	ATO In (INR Crore)	ATO In (USD mn)
1	Lot No. 1	58	7.95
2	Lot No. 2	58	7.95
3	Lot No. 3	58	7.95
4	Lot No. 4	53	7.30

2.3.3 Profitability

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture / Consortium			Submission Requirements
All Partners Combined		Each Partner	One Partner		
The bidder should be profitable in at least Two year out of the preceding three (3) completed financial years i.e. FY 2017-18, FY 2018-19& FY 2019-20 w.r.t the date of bid opening.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3

3.1 Adjustment for Scope

3.1.1 Local Handling and Inland Transportation

Bidders are required to include the costs for local handling and inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section VI, Schedule of Supply, shall be quoted in the price schedule for related services to be offered from outside and within the purchaser's country provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in their Bid, then these costs will be estimated by the Purchaser on the maximum price quoted for the same, by the other bidders for the purpose of ensuring fair comparison of bids and add to bid Price.

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e
 1c8dfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.
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 Bid document for Procurement of Goods for 'Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4(min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.'



3.1.2 Minor Omissions or Missing Items

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

3.2 Adjustment for Deviations from the Terms of Payment

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

3.3 Adjustment for Deviations in the Delivery and Completion Schedule

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

3.4 Deleted

3.5 Operating and Maintenance Costs

Operation is not in the scope of the Bidder.

On Project Stores Repair & Maintenance for 5-year comprehensive on-site warranty and AMC (extendable up to 10 years) is to be quoted by the Bidder. During the entire period of warranty bidder must provide the Free of cost service to the customer on half yearly basis i.e. two preventive maintenance service in a year (1 dry + 1 wet). Terms & Conditions of the Repair & maintenance are specified in the Section 6.

3.6 Spare Parts

The list of items and quantities of spare parts as per site requirement, during the period of operation (5-year comprehensive on-site warranty and AMC (extendable up to 10 years)) is to be provided by the successful bidder.

3.7 Performance and Productivity of the Goods

As indicated in Section 6.

3.8 Multiple Lots (Contracts)

Yes

3.9 Evaluation Criterion:

1. The offers/bids received against the Tender shall be first evaluated as per the techno-commercial Qualifying Requirements listed elsewhere in the Tender.

Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e
1c8dfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.
0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
Use of e-mail for signature

Bid document for Procurement of Goods for 'Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4(min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor.'



Section 3 - Evaluation and Qualification Criteria

Price bids of only those bidder(s) shall be opened who qualify against these techno-commercial requirements.

- Generally, the bids received and accepted will be evaluated by EESL to ascertain the best and lowest evaluated bid in the interest of EESL, for the complete works covered under these specifications and documents.
 - EESL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
 - EESL will review the Technical & Commercial Bids of the selected bidder to determine whether the techno-commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at EESL's sole discretion.
2. Price Bid's evaluation will be carried out based on the unit rate's quoted by each bidder in Schedule-1/Schedule-2:

For Indian Bidder: The Indian Bidder has to submit online bids in the Price Schedule 1 titled "Price Schedule for Goods to Be Offered from Within India" & Price Schedule 3 titled "Price Schedule for Related Services to be offered from Inside & Outside India" of the respective Lot.

- **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" & Price Schedule 3 titled "Price Schedule for Related Services to be offered from Inside & Outside India" of the respective Lot.
- The price bids shall be evaluated as per the grand-total price of all BOQ items for the respective lots separately:
 - For Indian Bidders: Grand total of Schedule 1.
 - For Foreign Bidder Grand total of Schedule 2.
- The illustrative format & notes for price bid shall be referred in Section 4 (Bidding forms).
- **Schedule 4** is for Related Services to Be Offered from Outside & Within the Purchaser's Country. The items in this schedule will not be considered for bid evaluation but it is mandatory to quote. Bids may be rejected in case of non-quoting the prices against the items enlisted in Schedule-4.
- For comparison, responsive bids shall be classified in one of the following two groups:
 - Group A: bids exclusively offering goods manufactured in the country of the borrower i.e. Schedule 1 & services offered in Schedule 3
 - Group B: bids offering goods manufactured abroad that have been already imported or that will be directly imported i.e. Schedule 2 & services offered in purchasers' country i.e. Schedule 3
- 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.

Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4(min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor."



Section 3 - Evaluation and Qualification Criteria

- In the first step, all evaluated Bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A is the lowest, it shall be selected for the award.
- If as a result of the comparison under paragraph 3 above, the lowest evaluated Bid is a Bid from group B, the lowest evaluated bid from group B shall be further compared with the lowest evaluated Bid from group A after adding to the evaluated price of goods offered in the Bid from group B, for the purpose of this further comparison only, an amount equal to 15% of the CIF or CIP bid price. The lowest evaluated Bid determined from this last comparison shall be selected."
- The foreign bidder is responsible for all custom clearance which inter alia comprises of paying loading/ unloading fees at port, any commission to be paid or any other incidental fees to be paid to get the material cleared from custom authorities and get it delivered to final destination. However, EESL will reimburse only custom duty to foreign bidder on submission of documentary evidences.
- Bidder(s) has to ensure that the delivery of equipment shall be started within 4 weeks of issuance of the Letter of Award (LoA). If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.
- Here, Group-A stands for Schedule-1 & Group B stands for Schedule-2.

3.9 Margin of Preference

Margin of preference shall be applied as defined above.

Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e
1c8dfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.
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Section 4 - Bidding Forms

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Bid document for Procurement of Goods for "Design, Manufacture, Testing, Supply, Installation of 30,000 no. of 1.5 TR with 5.4(min) ISEER & 10,000 no. of 1 TR with 5.8(min) ISEER Split Air Conditioners with 5 Year comprehensive warranty on indoor unit and its components & 10 years warranty on the compressor."



Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17= 110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

Technical Bid Submission Sheet

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

Date: _____
International Competitive Bidding (ICB) No.: _____
Invitation for Bid (IFB) No.: _____
Alternative No.: _____

To: *[insert complete name of the purchaser]*

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) 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: . . . *[insert a brief description of the goods and related services]* . . .
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . 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 , either individually or as partner in a joint venture, 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.



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Section 4: Bidding Forms

- (g) Our firm, joint venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.³
- (h) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.
- (i) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended or blacklisted, please state details (as applicable to each joint venture partner/associate/ parent company/ affiliate/ subsidiaries/ subcontractors/suppliers):

- (i) Name of Institution: _____
(ii) Period of debarment, ineligibility, or blacklisting (start and end date): _____
(iii) Reason for the debarment, ineligibility, or blacklisting: _____

- (j) Our firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any Subcontractors or Suppliers key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (i) Nature of the offense/violation: _____
(ii) Court/Area of jurisdiction: _____
(iii) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
(iv) Other relevant details:

- (k) We understand that it is our obligation to notify ADB should our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the purchaser's country, international

³ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

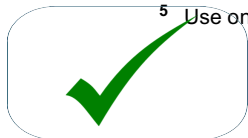


Section 4: Bidding Forms

16. organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

- (l) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers, are not from a country which is prohibited to export goods to or receive any payments from the purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations
- (m) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].⁵
- (n) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (o) 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.
- (p) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (as amended from time to time).

Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Bid for and on behalf of _____
Date _____



⁵ Use one of the two options as appropriate

Subject: CN=PRAN SAURABH, SERIALNUMBER=1738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Price Bid Submission Sheet

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

Date: _____
International Competitive Bidding (ICB) No.: _____
Invitation for Bid (IFB) No.: _____
Alternative No.: _____

To: *[insert complete name of the purchaser]*

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) 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: . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, 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: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Section 4: Bidding Forms

(e) Our bid shall be valid for a period of [insert validity period as specified in ITB 20.1 of the BDS] 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 accordance with the Bidding Documents..

(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:⁷

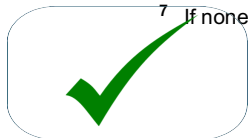
Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(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 _____



⁷ If none has been paid or is to be paid, indicate "None."
Subject: CN=PRAN SAURABH, SERIALNUMBER=D7368394C0172288721b2c14c32a3d28
 1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
 2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

Country of Origin Declaration Form

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

PRICE BID FORMAT
Price Schedule for SEAC & Related items
to Be Offered from Within India (Schedule 1)
For Lot-1

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

Item No.	Item Name	Unit	Lot Quantity Required	Unit Rate (In Rs.) EXW*	GST (IGST/ CGST/ SGST/ UTGST) applicable in %	Unit Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In Rs.)	Total Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In figure.)
				(Rs.)	(In %)	(Rs.)	(Rs.)
1			2	3	4	5=3 +(3*4%)	6=5*2
1.	Supply of 5.4 ISEER 1.5 TR Split Inverter AC's, with 1 years comprehensive on Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Column 3: Currency in INR only

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

*In case the E-proc Portal shows FOR on Destination Basis, the same may be read as Exworks.

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f
 1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
 2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



Section 4: Bidding Forms

Column 5: Payable in India if Contract is awarded



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

PRICE BID FORMAT
Price Schedule for SEAC & Related items
to Be Offered from Outside the Purchaser's Country (Schedule 2)
for Lot-1

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

Item No.	Item Name	Unit of Measurement	Proposed Quantity	Country of Origin	Unit Price on CIP basis (In USD)	Total Price on CIP basis (In Figure (In USD))	Taxes & Duties (Custom Duty and IGST) (In INR)
1	2		3	4	5	6=3*5	7
1.	Supply of 5.4 ISEER 1.5 TR Split Inverter AC's, with 1 years comprehensive on Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

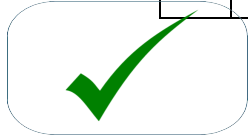


PRICE BID FORMAT
Price Schedule for Related Services
to Be Offered from Inside & Outside the Purchaser's Country (Schedule 3)
For Lot-1

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

Item No	Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
1	2	3	4	5	6(a)	6(b)	7(a)= 6(a)x3	7(b)= 6(b)x3
1	Standard Installation charges	10,000	Nos.	-	-	-		
2	Dismantling of existing/old Split AC's	10,000	Nos.					
3	Transportation Charges in geographical areas of the awarded Lot	10,000	Nos.					
4	Additional Comprehensive On Site Warranty for one year i.e. for 2nd year post expiry of 1st year standard warranty	2,000	Nos.					
5	Additional Comprehensive On Site Warranty for one year i.e. for 3rd year post expiry of 2nd year warranty	2,000	Nos.					
6	Additional Comprehensive On Site Warranty for one year i.e. for 4th year post expiry of 3rd year warranty	2,000	Nos.					
7	Additional Comprehensive On Site Warranty for one year i.e. for 5th year post expiry of 4th year warranty	2,000	Nos.					
Total (1+2+3+4+5+6+7)								

SUBJECT: CON=PRAN SAURABH, SERIALNUMBER=b758e3c94c817e288721b2c14c32a3d2e1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OUI=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



PRICE BID FORMAT
Price Schedule for optional items
(Schedule 4)
For Lot-1

(The items in this schedule will not be considered for bid evaluation but mandatory to quote)

Item No.	Item Name	Proposed Quantity*	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
	1	2	3	4	5(a)	5(b)	6(a)= 5(a)x2	6(b)= 5(b)x2
1	4 kVA Stabilizer	1	Unit	-	-	-		
2	5 kVA Stabilizer	1	Unit					
3	Additional transportation cost for supplying the material in geographical areas of non-awarded Lot)	1	Nos.					
4	Copper Pipe (With Insulation) (cost of copper pipe up to 3 meters shall be considered in above Price i.e. in Schedule-1/Schedule-2 of Split ACs) However, beyond 3 meters copper pipe bidder should quote price per unit which shall be payable etc.	1	Meter					
5	Drain Pipe	1	Meter					

Signature :
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : pran.saurabh
Serial No : 1390DBA



Section 4: Bidding Forms

	(cost of drain pipe up to 3 meter shall be considered in above price of Split ACs)							
6	Power Cable	1	Meter					
7	Fabrication	1	Kg					
8	Vibrator Pads for ODU Stand	1	Per Stand					
9	Epoxy Coated ODU Stand (Bracket Type)- Cast Iron	1	Nos					
10	Automatic Temperature detector based digital timer for ATMs	1	Unit					
11	Dry Service	1	Unit					
12	Wet Service	1	Unit					
13	Jet Service	1	Unit					
14	Nitrogen Flushing	1	Unit					
15	Gas Charging	1	Unit					
16	Dismantling of existing Window AC's	1	Nos.					
17	Buyback of Old ACs	1	Nos.					
18	Discount on SEAC for Residential Customers	1	Nos.					
19	Discount on Standard Installation for Residential Customers	1	Nos.					
20	Total (T)							

*1 No. = As per Demand(APD) – Bidders to quote unit rate of 1 item. The quantity shall be as per demand.



Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
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 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

PRICE BID FORMAT
Price Schedule for SEAC & Related items
to Be Offered from Within India (Schedule 1)
For Lot-2

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

Item No.	Item Name	Unit	Lot Quantity Required	Unit Rate (In Rs.) EXW	GST (IGST/ CGST/ SGST/ UTGST) applicable in %	Unit Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In Rs.)	Total Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In figure.)
				(Rs.)	(In %)	(Rs.)	(Rs.)
1	2			3	4	5=3 +(3*4%)	6=5*2
1.	Supply of 5.4 ISEER 1.5 TR Split- Inverter AC's, with 1 years comprehensive on Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Column 3: Currency in INR only

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

*In case the E-proc Portal shows FOR on Destination Basis, the same may be read as Exwork

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



Section 4: Bidding Forms

Column 5: Payable in India if Contract is awarded



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

PRICE BID FORMAT

**Price Schedule for SEAC & Related items
to Be Offered from Outside the Purchaser's Country (Schedule 2)
for Lot-2**

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

Item. No.	Item Name	Unit of Measurement	Proposed Quantity	Country of Origin	Unit Price on CIP basis (In USD)	Total Price on CIP basis (In Figure (In USD))	Taxes & Duties (Custom Duty and IGST) (In INR)
1	2		3	4	5	6=3*5	7
1.	Supply of 5.4 ISEER 1.5 TR Split Inverter AC's, with 1 years comprehensive on Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



PRICE BID FORMAT
Price Schedule for Related Services
to Be Offered from Inside & Outside the Purchaser's Country (Schedule 3)
For Lot-2

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

Item No.	Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
1	2	3	4	5	6(a)	6(b)	7(a)= 6(a)x3	7(b)= 6(b)x3
1	Standard Installation charges	10,000	Nos.	-	-	-		
2	Dismantling of existing/old Split AC's	10,000	Nos.					
3	Transportation Charges in geographical areas of the awarded Lot	10,000	Nos.					
4	Additional Comprehensive On Site Warranty for one year i.e. for 2nd year post expiry of 1st year standard warranty	2,000	Nos.					
5	Additional Comprehensive On Site Warranty for one year i.e. for 3rd year post expiry of 2nd year warranty	2,000	Nos.					
6	Additional Comprehensive On Site Warranty for one year i.e. for 4th year post expiry of 3rd year warranty	2,000	Nos.					
7	Additional Comprehensive On Site Warranty for one year i.e. for 5th year post expiry of 4th year warranty	2,000	Nos.					
	Total (1+2+3+4+5+6+7)							

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



PRICE BID FORMAT
Price Schedule for optional items/services
(Schedule 4)
For Lot-2

(The items in this schedule will not be considered for bid evaluation but mandatory to quote)

Item No.	Item Name	Proposed Quantity*	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
	1	2	3	4	5(a)	5(b)	6(a)= 5(a)x 2	6(b)= 5(b)x2
1	4 kVA Stabilizer	1	Unit	-	-	-		
2	5 kVA Stabilizer	1	Unit					
3	Additional transportation cost for supplying the material in geographical areas of non-awarded Lot)	1	Nos.					
4	Copper Pipe (With Insulation) (cost of copper pipe up to 3 meters shall be considered in above Price i.e. in Schedule-1/Schedule-2 of Split ACs) However, beyond 3 meters copper pipe bidder should quote price per unit which shall be payable etc.	1	Meter					
5	Drain Pipe (cost of drain pipe up to 3 meter shall be considered in above price of Split ACs)	1	Meter					
6	Power Cable	1	Meter					

Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OUI=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Section 4: Bidding Forms

7	Fabrication	1	Kg					
8	Vibrator Pads for ODU Stand	1	Per Stand					
9	Epoxy Coated ODU Stand (Bracket Type)- Cast Iron	1	Nos					
10	Automatic Temperature detector based digital timer for ATMs	1	Unit					
11	Dry Service	1	Unit					
12	Wet Service	1	Unit					
13	Jet Service	1	Unit					
14	Nitrogen Flushing	1	Unit					
15	Gas Charging	1	Unit					
16	Dismantling of existing Window AC's	1	Nos.					
17	Buyback of Old ACs	1	Nos.					
18	Discount on SEAC for Residential Customers	1	Nos.					
19	Discount on Standard Installation for Residential Customers	1	Nos.					
20	Total (T)							

*1 No. = As per Demand(APD) – Bidders to quote unit rate of 1 item. The quantity shall be as per demand.



Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
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 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

PRICE BID FORMAT

**Price Schedule for SEAC & Related items
to Be Offered from Within India (Schedule 1)
For Lot-3**

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

Item No.	Item Name	Unit	Lot Quantity Required	Unit Rate (In Rs.) EXW	GST (IGST/ CGST/ SGST/ UTGST) applicable in %	Unit Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In Rs.)	Total Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In figure.)
				(Rs.)	(In %)	(Rs.)	(Rs.)
1	2			3	4	5=3 +(3*4%)	6=5*2
1.	Supply of 5.4 ISEER 1.5 TR Split Inverter AC's, with 1 years comprehensive on Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Column 3: Currency in INR only

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

*In case the E-proc Portal shows FOR on Destination Basis, the same may be read as Exworks.

Column 5: Payable in India if Contract is awarded

Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : pran.saurabh
Serial No : 1390DBA



PRICE BID FORMAT

**Price Schedule for SEAC & Related items
to Be Offered from Outside the Purchaser's Country (Schedule 2)
for Lot-3**

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

Item No.	Item Name	Unit of Measurement	Proposed Quantity	Country of Origin	Unit Price on CIP basis (In USD)	Total Price on CIP basis (In Figure (In USD))	Taxes & Duties (Custom Duty and IGST) (In INR)
1	2		3	4	5	6=3*5	7
1.	Supply of 5.4 ISEER 1.5 TR Split Inverter AC's, with 1 years comprehensive on-Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



PRICE BID FORMAT

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

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

Item No.	Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
1	2	3	4	5	6(a)	6(b)	7(a)= 6(a)x3	7(b)= 6(b)x3
1	Standard Installation charges	10,000	Nos.	-	-	-		
2	Dismantling of existing/old Split AC's	10,000	Nos.					
3	Transportation Charges in geographical areas of the awarded Lot	10,000	Nos.					
4	Additional Comprehensive On Site Warranty for one year i.e. for 2nd year post expiry of 1st year standard warranty	2,000	Nos.					
5	Additional Comprehensive On Site Warranty for one year i.e. for 3rd year post expiry of 2nd year warranty	2,000	Nos.					
6	Additional Comprehensive On Site Warranty for one year i.e. for 4th year post expiry of 3rd year warranty	2,000	Nos.					
7	Additional Comprehensive On Site Warranty for one year i.e. for 5th year post expiry of 4th year warranty	2,000	Nos.					
Total (1+2+3+4+5+6+7)								

SUBJECT: CON=PRAN SAURABH, SERIALNUMBER=D75883C94C817E288721D2C14C52a502e
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0065e003c, OIU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID: Pran.saurabh
Serial No: 1390DBA

PRICE BID FORMAT
Price Schedule for optional items/services
(Schedule 4)
For Lot-3

(The items in this schedule will not be considered for bid evaluation but mandatory to quote)

Item No.	Item Name	Proposed Quantity*	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
	1	2	3	4	5(a)	5(b)	6(a)= 5(a)x2	6(b)= 5(b)x2
1	4 kVA Stabilizer	1	Unit	-	-	-		
2	5 kVA Stabilizer	1	Unit					
3	Additional transportation cost for supplying the material in geographical areas of non-awarded Lot)	1	Nos.					
4	Copper Pipe (With Insulation) (cost of copper pipe up to 3 meters shall be considered in above Price i.e. in Schedule-1/Schedule-2 of Split ACs) However, beyond 3 meters copper pipe bidder should quote price per unit which shall be payable etc.	1	Meter					
5	Drain Pipe (cost of drain pipe up to 3 meter shall be considered in above price of Split ACs)	1	Meter					
6	Power Cable	1	Meter					
7	Fabrication	1	Kg					
8	Vibrator Pads for ODU Stand	1	Per Stand					

Signature
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OIU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Section 4: Bidding Forms

9	Epoxy Coated ODU Stand (Bracket Type)- Cast Iron	1	Nos					
10	Automatic Temperature detector based digital timer for ATMs	1	Unit					
11	Dry Service	1	Unit					
12	Wet Service	1	Unit					
13	Jet Service	1	Unit					
14	Nitrogen Flushing	1	Unit					
15	Gas Charging	1	Unit					
16	Dismantling of existing Window AC's	1	Nos.					
17	Buyback of Old ACs	1	Nos.					
18	Discount on SEAC for Residential Customers	1	Nos.					
19	Discount on Standard Installation for Residential Customers	1*	Nos.					
20	Total (T)							

*1 No. = As per Demand(APD) – Bidders to quote unit rate of 1 item. The quantity shall be as per demand.



Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
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 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

PRICE BID FORMAT
Price Schedule for SEAC & Related items
to Be Offered from Within India (Schedule 1)
For Lot-4

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

Item No.	Item Name	Unit	Quantity Required	Unit Rate (In Rs.) EXW	GST (IGST/ CGST/ SGST/ UTGST) applicable in %	Unit Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In Rs.)	Total Rate inclusive of GST (IGST/ CGST/ SGST/ UTGST) (In figure.)
				(Rs.)	(In %)	(Rs.)	(Rs.)
1	2			3	4	5=3 +(3*4%)	6=5*2
1.	Supply of 5.8 ISEER 1 TR Split Inverter AC's with 1 year comprehensive on-Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Column 3: Currency in INR only

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

*In case the E-proc Portal shows FOR on Destination Basis, the same may be read as Exworks.

Column 5: Payable in India if Contract is awarded

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OUI=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : pran.saurabh
 Serial No : 1390DBA



PRICE BID FORMAT
Price Schedule for SEAC & Related items
to Be Offered from Outside the Purchaser's Country (Schedule 2)
For Lot-4

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

Item No.	Item Name	Unit of Measurement	Proposed Quantity	Country of Origin	Unit Price on CIP basis (In USD)	Total Price on CIP basis (In Figure (In USD))	Taxes & Duties (Custom Duty and IGST) (In INR)
1	2		3	4	5	6=3*5	7
1.	Supply of 5.8 ISEER 1 TR Split Inverter AC's with 1 year comprehensive on Site Warranty, 5 Years on PCB & 10 years warranty on compressor.	Nos.	10,000				
2.	Epoxy Coated ODU Stand (L Type)- Cast Iron	Nos.	10,000				
Total (Item No: 1+2)							

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



PRICE BID FORMAT
Price Schedule for Related Services
to Be Offered from Inside & Outside the Purchaser's Country (Schedule 3)
Lot-4

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

Item No.	Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
1	2	3	4	5	6(a)	6(b)	7(a)= 6(a)x3	7(b)= 6(b)x3
1	Standard Installation charges	10,000	Nos.	-	-	-		
2	Dismantling of existing/old Split AC's	10,000	Nos.					
3	Transportation Charges in geographical areas of the awarded Lot	10,000	Nos.					
4	Additional Comprehensive On Site Warranty for one year i.e. for 2nd year post expiry of 1st year standard warranty	2,000	Nos.					
5	Additional Comprehensive On Site Warranty for one year i.e. for 3rd year post expiry of 2nd year warranty	2,000	Nos.					
6	Additional Comprehensive On Site Warranty for one year i.e. for 4th year post expiry of 3rd year warranty	2,000	Nos.					
7	Additional Comprehensive On Site Warranty for one year i.e. for 5th year post expiry of 4th year warranty	2,000	Nos.					
	Total (1+2+3+4+5+6+7)							

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OIU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



PRICE BID FORMAT
Price Schedule for optional items/services
(Schedule 4)

For Lot-4 (The items in this schedule will not be considered for bid evaluation but mandatory to quote)

Items No.	Item Name	Proposed Quantity*	Unit of measurement	Country of Origin	Unit Price (Including all Taxes)		Total Price (Including all Taxes)	
					(a)	(b)	(a)	(b)
					Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
	1	2	3	4	5(a)	5(b)	6(a)= 5(a)x2	6(b)= 5(b)x2
1	4 kVA Stabilizer	1	Unit	-	-	-		
2	5 kVA Stabilizer	1	Unit					
3	Copper Pipe (With Insulation) (cost of copper pipe up to 3 meters shall be considered in above Price i.e. in Schedule-1/Schedule-2 of Split ACs) However, beyond 3 meters copper pipe bidder should quote price per unit which shall be payable etc.	1	Meter					
4	Drain Pipe (cost of drain pipe up to 3 meter shall be considered in above price of Split ACs)	1	Meter					
5	Power Cable	1	Meter					
6	Fabrication	1	Kg					
7	Vibrator Pads for ODU Stand	1	Per Stand					
8	Epoxy Coated ODU Stand (Bracket Type)- Cast Iron	1	Nos					
9	Automatic Temperature detector based digital timer for ATMs	1	Unit					
10	Dry Service	1	Unit					
11	Wet Service	1	Unit					
12	Jet Service	1	Unit					

Signature: CN=PRAN SAURABH, SERIALNUMBER=6738c3c94c817a268721b2c14c32a3d2c1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OIU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

Section 4: Bidding Forms

13	Nitrogen Flushing	1	Unit					
14	Gas Charging	1	Unit					
15	Dismantling of existing Window AC's	1	Nos.					
16	Buyback of Old ACs	1	Nos.					
17	Discount on SEAC for Residential Customers	1	Nos.					
18	Discount on Standard Installation for Residential Customers	1	Nos.					
19	Total (T)							

*1 No. = As per Demand (APD) – Bidders to quote unit rate of 1 item. The quantity shall be as per demand.

Notes applicable to above Price bid Tables:

1. The bidder(s) has to mandatorily quote for all the line items/services/jobs enlisted in the Price Bid Sheet format (Price Schedule for PCS, related services and optional related services). Else, the bid shall be liable for outright rejection.
2. If there is a discrepancy between the individual unit rates and the total amount, the unit rates will prevail.
3. Bid with variable price(s) will not be accepted.
4. A bidder may be asked to supply the SEACs outside the area demarcated for the Lot for which it had been declared the lowest evaluated substantively responsive bidder. In this event, he will be paid the additional freight quoted by him for supplying the SEACs outside the demarcated area for the lot.
5. Prices once quoted shall remain firm, and subject not be subject to any escalation, till completion/execution of the contractual assignments/work and till the contract's validity's extension, if any.
6. The contractor shall need to be mandatorily registered with the relevant Tax Authority (ies) for the LOA items (services, where applicable), and furnish photocopy of their tax registration certificate(s) and PAN along with each Tax invoice.
7. Deposit of all statutory taxes, duties, levies, etc. to government authorities shall be the sole responsibility of the contractor and the contractor shall indemnify EESL for any tax claims/problems, etc. with the statutory authority/Government or State authorities.
8. Income tax, TDS, etc. will be deducted at source by EESL as per government policies.
9. Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to EESL by the implementing partner(s).
10. Applicable taxes, duties, cess, etc. shall be paid on actuals as applicable in the state where the products are delivered, provided that the bidder(s) is registered with the relevant tax authorities.
11. The bidder(s) shall comply with all the statutory compliances as specified in the document.
12. Further, the bidder(s) must make sure that any compliances, to be ensured by EESL are communicated to EESL by the bidder(s) and if required, EESL may take assistance from the bidder(s) to execute such compliance(s) and the bidder(s) shall be reimbursed the statutory fee only, for performing compliance(s) on behalf of EESL applicable on EESL.
13. EESL have the rights to accept or reject any bid or part without assigning any reason.

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
 1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
 2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
 0065e003c, OIU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA



Section 4: Bidding Forms

14. Prices quoted shall remain firm for the entire project duration.
15. Bidder(s) shall refer to SCC for details on quantity variation.
16. Price Bid table 'Schedule 1' is for domestic bidders and Price Bid table 'Schedule 2' is for international bidders and Price Bid table 'Schedule 3 & 4' are common for both domestic and international bidders.
17. Minimum quantity to be quoted against each item mentioned in above table is 100% of the maximum quantity.
18. The transportation charges should be the part of above mentioned prices.

Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA



Form of Bid Security

[insert bank's name, and address of issuing branch or office] 9

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").

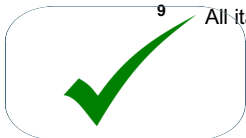
Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

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.

9 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=PRAN SAURABH, SERIALNUMBER=973883694c8174238721b2114c32a302e1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OIU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA



Section 4: Bidding Forms

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.10

Name _____

In the capacity of _____

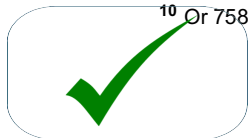
Signed _____

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

Date

-- Note --

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



¹⁰ Or 758 as applicable

SIGNATURE OF PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Bid-Securing Declaration

Date: *[insert date (as day, month, and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification no. if this is a bid for an alternative]*

To: *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Bid Submission Sheet; or
- (b) do 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 our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Section 4: Bidding Forms

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

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

Corporate Seal *[where appropriate]*



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

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=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA



AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: _____

Name and address of Purchaser: _____

(together with successors and assigns).

We have been informed that (*name of Contractor*) (hereinafter called the “Contractor”) is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Contractor, we (*name of affiliated company*) irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor’s satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor’s obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2E
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
0065e003c, OUI=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Section 4: Bidding Forms

Signed by:.....
[signature]
.....
[name]
.....
[position in parent/subsidiary company]
Date:.....

Signed by:
[signature]
.....
[name]
.....
[position in parent/subsidiary company]



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

DEVIATION CERTIFICATE

-- Note --

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

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

To

The Chief General Manager (Technical)
 Energy Efficiency Services Limited
 6th Floor, Core-3,
 Scope Complex, 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 :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

(Signature).....

Section 4: Bidding Forms

Place

Name :

(Printed Name).....

(Designation).....

(Common Seal).....

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



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

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	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) 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 a 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 named above, in accordance with ITB 22.2 <input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a 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=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : pran.saurabh
Serial No : 1390DBA

Section 4: Bidding Forms

Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) 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 a government-owned enterprise, documents establishing legal and financial autonomy and compliance with _____ commercial law, in accordance with ITB 4.5</p>	



Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
 1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
 Serial No : 1390DBA

Form LIT – 1: Pending Litigation and Arbitration

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

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

Joint Venture / Consortium Partner: _____

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



Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
 1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
 2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : pran.saurabh
 Serial No : 1390DBA

Section 4: Bidding Forms
Form EXP - 1: Contractual Experience

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier	
Total Supply Quantity	(in Nos.)	
If partner in a joint venture or consortium, specify participation of total contract amount	Percent of Total	In Nos.
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criterion 2.2.1 of Section 3		

Fill out one (1) form per contract.



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d281c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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Serial No : 1390DBA

Form EXP - 2: Technical Experience

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in accordance with Criterion 2.2.2 of Section 3	
<p>The bidder to confirm that they are in business of manufacturing Air Conditioners from the past minimum five (5) as on date of bid opening.</p>	
<p>The bidder to provide the test certificate at the time of bid submission brochures, catalogs etc. In the case of non-availability of the required certifications at the time of bid, the bidder may submit self-certification at the time of bidding, and the successful bidder(s) MUST submit the required certifications within 1 month of award of contractor .</p>	
Description of the similarity in accordance with Criterion 2.2.2 of Section 3	

Fill out one (1) form per contract.



Signature -
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OIU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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Section 4: Bidding Forms



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Section 4: Bidding Forms

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner / Consortium Member: _____

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

Information from Balance Sheet

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

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

Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2e1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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Section 4: Bidding Forms

Total Revenues			
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Section 4: Bidding Forms

Profits Before Taxes			
Profits After Taxes			

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

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



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Section 4: Bidding Forms

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

Each Bidder must fill out this form.

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

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

Joint Venture Partner / Consortium Member: _____

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



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Section 4: Bidding Forms



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Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,¹³ 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.

¹³ 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.



Signature :-
 Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d28
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 User ID : Pran.saurabh
 Serial No : 1390DBA

Declaration certificate

(Declaration for no of Lots participated by Bidders)

Ref. NIT/Bid Document No:

(Description)

To,
Chief General Manager (SCM)
Energy Efficiency Services Limited
4 th Floor, Core-5, Scope Complex,
Lodhi Road, New Delhi-110003

Sub.: Declaration for the No. of Lots participated by bidder in the Tendered Delivery Period.

Ref. above Tender, I/we (on behalf of M/s) hereby admit that I/we, have quoted for the following lots in the above-referred Tender.

Sr no	Lot No	Participated (Yes/No)
1	Lot No. 1	
2	Lot No. 2	
3	Lot No. 3	
4	Lot No. 4 Etc.	

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

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.



Signature :-
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Section 5 - Eligible Countries

There is no country restriction and universal procurement will apply.



Signature :-
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1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17= 110003, OID
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User ID : Pran.saurabh
Serial No : 1390DBA

Section 6 - Schedule of Supply

1. SCOPE OF WORK and Special Terms and Conditions

1. SCOPE OF WORK :

- Supply, Installation and Comprehensive Maintenance of Super-Efficient Air Conditioners as per technical specifications (Details attached in ANNEXURE-I).
- The contractor shall specify the make, dimension, model and other technical detail of each of the item, being offered, in the letter accepting to the execution of this award of work.
- One-year comprehensive warranty on entire machine , 5 Years on PCB & 10 years warranty on compressor. During the 1 year comprehensive warranty period, all services and spares, wherever require replacement due to natural ageing, such as /filters/compressors/thermostats, etc. same shall be provided free of cost by successful bidder. This warranty shall be applicable irrespective of domestic and institutional consumers of EESL.
- Bidder must provide the Warranty on all parts of Air Conditioner components. During the entire period of warranty bidder must provide the Free of cost service to the customer on half yearly basis i.e. two preventive maintenance service in a year (1 dry + 1 wet).
- Bidder has to ensure seamless integration of new AC into the existing walls/window frame (which should be strong enough to withstand the weight of AC) to ensure minimal need for civil works.
- The bidder shall be liable to take up installation during late evening/early morning and holidays as per requirement of client.
- The bidder shall be wholly and fully responsible for the manufacturer's warranty in respect of quality and workmanship of all material covered under this offer.
- The bidder has to ensure the trouble-free operation of air conditioning systems at the rated performance with minimum breakdown throughout on-site warranty period.
- Before handover any Theft / damage of the equipments shall be the liability of the bidder and EESL has no role to play.
- Bidder to undertake dismantling of all existing split and Window AC and offer buy-back of the same. Bidder may quote for buy-back on per unit basis as per estimated BOQ mentioned in the tender.
- **Old AC Safe Disposal Report-** The bidder will have to ensure the disposal of AC refrigerant in conformity with India's Environmental Protection Act and its subsequent amendment thereof if any , using the model template as per Annexure-II, to enable monitoring and recording of AC disposal and recycling actions by manufacturers.
- **Further the successful bidders will have a consumer guide in each AC Box that will interalia include guidance on buyback, modalities & details for safe AC Refrigerant and disposal as per India Environment Norms.**
- The bidder must follow the norms of disposal of Electronic goods (e-waste-Management) rules 2016 and it's subsequent amendment i.e. 2018 as specified by MOEF &CC of the buyback items and produce required certificate. The same should be mentioned in consumer guide, which will be distributed along with ACs The certificate shall be submitted to the EESL/Customer within 30 days of pickup the old ACs.



- The AC package shall contain consumer guide where entire process flow on safe refrigerant replacement and disposal and buy back options related terms and conditions shall be mentioned.
- EESL reserve the right for quantity variation of +/-20%.
- Successful bidder will provide all necessary technical and operational information (i.e. Standard Operating Procedure/Manuals with every unit) with regard to the new equipments to EESL.
- Bidder has to deploy sufficient teams in the field for handling complaints related to local minor faults for ACs on call basis (such as gas leakage, gas locked, fan jammed, thermostat malfunctioned, remote not working, water seepage, excessive vibration/noise from AC units, etc.). All such complaints shall be resolved by bidder within 5 hours of intimation of any minor problem in the installed ACs in direct co-ordination with local Client. These services will be provided by successful bidder for 5 years under maintenance.
- **The bidder has to provide 2 free of cost services mandatory in a year.**
- In order to address complaints, warranting replacement of complete unit/compressor (Major faults), the said complaints shall be resolved within 48 hours. In case of delay in complaint resolution, bidder shall be charged Rs. 100 per AC per hour from the due date of replacement to the actual date of replacement / A complaint management procedure will be incorporated to resolve such issues.
- Apart from machine cost, bidder has to mention price of following additional material (Not the part of financial evaluation, quantity will be consumed whenever required at site with the instruction of EIC)
 - a. Refrigerant Copper pipe (Rs./metre)
 - b. Drain pipe (Rs/metre)
 - c. Outdoor Unit Stand (Rs. per stand)
 - d. Epoxy Coated Outdoor Unit stand with Vibrator pads (Rs. per stand)
 - e. Power cable (Rs./metre)
 - f. For outdoor unit stand, bidder has to specify the type of the stand and mention the price for Bracket stand and L shape stand separately.
 - g. Bidders have to mention the separate cost for ISI Marked and/or ISO-9001 Stabilizer of capacity 4 KVA and 5 KVA.
 - h. Automatic Temperature detector based digital timer for ATM.
 - i. Fabrication (Rs/Kg)
 - j. Dismantling of Window AC(Rs/AC)
 - k. Dismantling of Split AC(Rs/AC)
- The rates for ACs shall be as per the requirement mentioned in standard installation kit (Annexure-1). Additional requirement between indoor and outdoor units shall be supplied by the bidder for which he will be paid as per rates approved in the bidding process. However, customer is free to decide on opting of installation through the selected bidder/local vendor.
- The bidder should ensure that the stabilizer should be ISI marked and / or ISO-9001 certified (if required).
- The supplier shall supply the ordered quantity as and when required within time limes stipulated by the EIC from the date of intimation or date of purchase order at the



desired locations mentioned in the Purchase Order/received through online portal. In case of non-execution of the order either partially or fully, EESL reserves the right to terminate the agreement and purchase from alternative source at the risk and cost of the default supplier. In such cases the EESL, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.

- The successful Bidder will be responsible to execute the work of particular consumer as per the timeline given in as follows:

Retail Consumers

- Confirmation of Order/raising of Invoice to EESL: within 12 hours of order.
- Delivery of Material at Site: Within 3 days for Metro cities & 7 days for other cities after confirmation of order.
- Installation of ACs at Site: Within 48 hours of post receipt of delivery.
- Submission of Work Completion report to EESL: Within 48 hours of Installation

Institutional Consumers

- Confirmation of Order/raising of Invoice to EESL: within 12 hours of order.
- Delivery of Material at Site: Within 21 days after confirmation of order

Note: Sundays & Gazetted holidays will not be count.

- Delivery of all at respective site shall be within the time limes stipulated by the EIC from the date of written communication/ PO given to the bidder for the particular consumer. The Supplier should acknowledge the receipt of the Purchase Order within 12 hours of its receipt. However, in case of online orders received through dedicated webportal there is no requirement of acknowledgement & bidder has to supply the material.
- The Selected bidder will support & provide the documents required for enlisting/integrating the products on GEM portal, EESL portal or any other platform.

2. Bill of Quantity(BOQ) :

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

2. Sl.	Type of AC	Particulars	Unit	Qty
1	Inverter Based Split AC	1 TR BEE 5 star rated SEAC	Nos.	10,000
2		1.5 TR BEE 5 star rated SEAC (10,000 in each Lot)	Nos.	30,000
8	Copper Pipe with Insulation		Mtrs.	APD
9	Drain Pipe.		Mtrs.	APD
10	Outdoor unit stand		Nos.	APD
11	Epoxy Coated Outdoor Unit Stand with Isolated vibrator Pads		Nos.	APD
13	Power Cable		meter	APD
14	Dismantling of Window AC		Nos.	APD
15	Dismantling of Split AC		Nos.	APD
16	Installation of Split AC		Nos.	APD
17	Automatic Temperature detector based digital timer for ATMs		Nos.	APD



Section 6: Schedule of Supply

18	4KVA Stabilizer	Nos.	APD
19	5KVA Stabilizer	Nos.	APD
20	Buyback of the old AC	Nos.	APD

*APD- As per the demand received

Note: The above quantity is tentative & it may vary.

i. SUMMARY OF LOTS

LOT	Type of AC	Qty. (In Nos.)	Region
I.	1.5 TR Split, Invertor	10,000	Northern (Delhi, Haryana, Punjab, Chandigarh, Himachal Pradesh, Northeast (Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Assam) North Central (Uttar Pradesh, Uttarakhand)
II.	1.5 TR Split, Invertor	10,000	Southwest (Maharashtra, Karnataka, Kerala, Goa,) Central (Madhya Pradesh, Chhattisgarh, Odisha)
III.	1.5 TR Split, Invertor	10,000	Western (Rajasthan, Gujarat,) Southeast (Telangana, Andhra Pradesh, Tamil Nadu,) Eastern (Bihar, West Bengal, Jharkhand)
IV.	1 TR Split, Invertor	10,000	Northern (Delhi, Haryana, Punjab, Chandigarh, Himachal Pradesh)



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 Serial No : 1390DBA

Section 6: Schedule of Supply

			Northeast (Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland, Assam) North Central (Uttar Pradesh, Uttarakhand)
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			Southwest (Maharashtra, Karnataka, Kerala, Goa,) Central (Madhya Pradesh, Chhattisgarh, Odisha) Western (Rajasthan, Gujarat,) Southeast (Telangana, Andhra Pradesh, Tamil Nadu,) Eastern (Bihar, West Bengal, Jharkhand)
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Note:

3. Completion period and Supply schedule

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

LOT	Type of AC	Qty. (In Nos.)	Region
I.	1.5 TR Split, Invertor	10,000	Northern (DL, HR, PB, CH, HP) Northeast (SK, MG, TR, MZ, MN, NG, AS) North Central (UP, UK)
II.	1.5 TR Split, Invertor	10,000	Southwest (MH, KK, KL, GA) Central (MP, CG, OD)
III.	1.5 TR Split, Invertor	10,000	Western (RJ, GJ) Southeast (TL, AP, TN) Eastern (BR, WB, JH)
IV.	1 TR Split, Invertor	10,000	Northern (DL, HR, PB, CH, HP) Northeast (SK, MG, TR, MZ, MN, NG, AS) North Central (UP, UK) Southwest (MH, KK, KL, GA) Central (MP, CG, OD) Western (RJ, GJ) Southeast (TL, AP, TN) Eastern (BR, WB, JH)



Section 6: Schedule of Supply

- (a) The overall quantity for SEACs has to be supplied & commissioned by 31.12.2021 from the date of issuance of LoA.
- (b) Bidder may ask to supply the material (upto +/- 15%% of the Lot Value) in different Lot locations as per the additional quoted transportation charges



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(c) Delivery of equipment not adhering to EESL branding standards shall not be accepted.

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

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

Successful bidder should submit the **detailed supply & readiness plan** within 7 days of the LOA, indicating commencement and completion date for the following activities:

- Manufacturer will be wholly responsible for Quality and performance of the AC's in the field as per the EESL specifications.
- The supplier needs to get the samples from first lot jointly tested with EESL at NABL Third Party Lab for type tests. The cost of the such tests shall be borne by the supplier. Further, joint testing of samples may be carried out by EESL from any of the future lots from the supplier at EESL's discretion.
- EESL reserves the right to inspect the Works of the bidder to assess Manufacturing Capacity, Quality Assurance Systems, input components and raw material quality along with finished product performance testing either during pre-bid stage or post award. (As per ANNEXURE-II).
- The supplier shall provide Batch Test Certificate of each shipment, confirming compliance to the technical specifications and other Tender requirements. The Test Certificate needs to be transmitted electronically to EESL 24 hours in advance of dispatch date. Otherwise, EESL, during the contract period, will pick-up the samples at random from supply and get it these tested from NABL-certified Labs at the cost of the supplier.
- Items will be supplied in proper packing to avoid any damage during transit and storage. The supplier shall be responsible to transport and insure the AC's till their receipt at the designated locations.
- In case of any reduction in ISEER or other values, as compared to the BEE star rating credentials, the successful bidder needs to intimate EESL within 3 days of such failure with complete details and the way forward. Failure to do so, may result in action being taken including but not limited to cancellation of the work order.

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



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Serial No : 1390DBA

B. 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.

4. Technical Specifications**5.1 TECHNICAL SPECIFICATIONS FOR 1TR SEACs:**

Parameter	Requirement
Rated Cooling Capacity (W)	1 TR, 3516 W (± 100)
Rated Voltage (V)	230
Frequency (Hz.)	50Hz +/- 2%
Refrigerant	All low GWP refrigerants which match regulatory requirements allowed (except R-22).
GWP and ODS	GWP < 700 and zero ODS
ISEER (Indian Seasonal Energy Efficiency Ratio)	Greater than or equal to 5.8
Maximum Indoor Sound Pressure level (dB)	≤ 40 db
Maximum Outdoor Sound Pressure level (dB)	\leq to 52 db
Operating Temperature range ($^{\circ}\text{C}$)	16 - 52
Compressor Type	BLDC Inverter (25 - 90 Hz); 10 year warranty
Modes of operation	Cool, Dry, Auto, Fan, Sleep, Timer with remote
Refrigerant circuit	Warranty of 5 years on refrigerant leakage
Motor	BLDC motor with over load protection (OLP)
PCB and overall AC unit	Warranty of 5 years
Colour	White (indoor and outdoor unit)
Remote type	LCD, cordless, temperature, cooling mode, fan speed, turbo, etc. on the display
Standard Installation kit	100 % Copper tubing, closed cell Elastomeric EPDM Rubber insulation with rapping tape, wire mesh drain pipe, power cable with support bracket (heavy), Separate PVC

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 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
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	<p>ducts (dura) to cover- refrigerant pipes, rubber vibration pads.</p> <p>3 meter refrigerant pipes and insulation, electric cables (3 core 2.5 Sqmm), drain pipe(25mm thick Hard PVC including insulation)-Mesh pipe</p> <p>Note: Testing would be at 5 meter as per IS 13912 Part 2, clause 8.1</p>
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5.2 TECHNICAL SPECIFICATIONS FOR 1.5 TR SEACs:

Parameter	Requirement
Rated Cooling Capacity (W)	1.5 TR, 5200 W (± 100)
Rated Voltage (V)	230
Frequency (Hz.)	50Hz +/- 2%
Refrigerant	All low GWP refrigerants which match regulatory requirements allowed (except R-22).
GWP and ODS	GWP < 700 and zero ODS.
ISEER (Indian Seasonal Energy Efficiency Ratio)	Greater than or equal to 5.4
Maximum Indoor Sound Pressure level (dB)	≤ 48 db at the highest rpm
Maximum Outdoor Sound Pressure level (dB)	≤ 60 db
Operating Temperature range ($^{\circ}\text{C}$)	16 - 52
Compressor Type	BLDC Inverter (25 - 90 Hz); 10 year warranty
Modes of operation	Cool, Dry, Auto, Fan, Sleep, Timer with remote
Refrigerant circuit	Warranty of 5 years on refrigerant leakage
Motor	BLDC motor with over load protection (OLP)
PCB and overall AC unit	Warranty of 5 years
Colour	White (indoor and outdoor unit)
Remote type	LCD, cordless, temperature, cooling mode, fan speed, turbo, etc. on the display
Standard Installation kit	<p>100 % Copper tubing, closed cell Elastomeric EPDM Rubber insulation with raping tape, wire mesh drain pipe, power cable with support bracket (heavy), Separate PVC ducts (dura) to cover- refrigerant pipes, rubber vibration pads.</p> <p>3 meter refrigerant pipes and insulation, electric cables(3 core 2.5 Sqmm), drain pipe(25mm thick Hard PVC including insulation)-Mesh pipe</p> <p>Note: Testing would be at 5 meter as per IS 13912 Part 2, clause 8.1</p>



ADDITIONAL REQUIREMENTS:

- The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 mtr. Shall show no damage.
- Air conditioners shall be provided with standard 3 meters refrigerant Cu pipe, Minimum 3 meters power cable and at least 3 meter drainage pipe
- Note: All type of enclosures/casing shall be certified as per IP 65

Note:-

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



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4.1.1 Type testing

As per IS 1392 Part1 & Part2

4.1 Service Level Agreement (SLA)

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

4.2 Quality Control / Inspection by EESL

- i) The bidder shall be wholly responsible for the quality and performance of the supplied unit as per the tendered technical specifications.
- ii) If required, Bidder has to compulsorily submit sample to NABL lab for each type of test for conformance testing as per EESL's specification. The cost of the testing shall be borne by the bidder before delivery of first SEAC unit at site. The Testing shall be jointly witnessed by the EESL officials.
- iii) EESL reserves the right to visit the manufacturing site or the supply chain for quality inspection at any time. EESL at its discretion may order the testing of random samples either at the implementation partner's premises or at any other third-party laboratory at cost of the successful bidder(s).
- iv) After testing, if the SEACs are found not matching the specifications at given test parameters, its discretion may order for cancellation of complete order or cancellation of the complete lot of product. The complete loss shall be to the account of the bidder.
- v) The items will be supplied in proper packing (as per relevant IS, if any) to avoid any damage during transit, storage and delivery. The bidder shall be responsible to transport and insure the SEACs till their delivery at project site (locations shall be intimated later).
- vi) Inspection / Checking / Testing:

I. Pre-Dispatch Inspection

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

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

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

II. Tests

The bidder should comply with the following:

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

Documentary proof must include the test certificates at the time of bid submission brochures, catalogs etc. The bidder(s) must submit appropriate certifications at the time of bidding. In the case of non-availability of the required certifications at the time of bid, the bid shall be outrightly rejected and no self-certifications will be accepted.

4.3 Documentation along with supply of SEACs

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

- a) Manual / Guide: User Manuals, FAQ, OEM Functional Manuals and Installation Guides, Business Process Guides and Troubleshooting Guides
- b) Firmware
- c) Certificates: Equipment Warranty, Insurance, tests

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

4.4 Risk Mitigation

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

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- a) Poor equipment performance
- b) Project scope creep
- c) Unavailability of internal and external resources



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- d) Rectification of equipment faults as per the client

4.5 Specific Exclusions (to be covered under separate tender)

The following are excluded from this project:

- a) Empanelment of Demand Aggregators

4.5.1 Representatives of successful bidder

- a) Successful bidder shall intimate the details of NODAL Officer, within one week of issue of LOA, who shall be the single point contact from their side for all communications (technical as well as contractual). EESL also shall intimate the details of Engineering In-charge (EIC) who shall coordinate all the activities from the side of EESL.
- b) The NODAL officer shall be responsible for interacting with EESL and all the other stakeholders such as Demand aggregators, communication service providers etc. to ensure seamless implementation of the project.

5. Price basis :

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

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

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

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

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

5. Penalties and Liquidated Damages:

In case of any delay in the execution of the SUPPLIES, beyond the stipulated time schedule, EESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract. However, the LD will not be applicable for the period if delay is not on bidder's part.

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Penalties for non-fulfillment of minimum uptime requirement (Refer B.2) and delays in Rectification of AC faults shall be:

In order to address complaints, warranting replacement of complete unit/compressor (Major faults), the said complaints shall be resolved within 48 hours. In case of delay in complaint resolution, bidder shall be charged Rs. 100 per AC per hour from the due date of replacement to the actual date of replacement / A complaint management procedure will be incorporated to resolve such issues.

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

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

a. Quality Plan :

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

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

b. Pre-dispatch Inspection (PDI) :

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

It is to mention that

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

7. Project Management:

- Bidder shall plan and is required to carry out activities simultaneously across various states to achieve the completion period and implementation schedule as specified under Clause 4.
- Successful Bidder has to establish requisite number offield offices inDelhi NCRbefore commencement of supply at field with adequate manpower at appropriate levels to coordinate with all agencies concerned and monitor supply, storage, accounting and warranty redemption of material as per the scope of work under the subject LOA during the entire period of contract. This shall include fault/complaint management activities and site store management during repair and maintenance phase also. Penalties shall be applicable, as specified under Clause “Penalties and Liquidated damages”,

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in case of non-deployment of site personnel for a period of more than 15 days during any calendar month.

iii. **Appointment of NODAL Officer by Successful Bidder :**

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

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

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

v. **Appointment of NODAL Officer by Successful Bidder:**

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

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

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

8. **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.



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

- a. **Daily Supply Schedule of material**
- b. **Stock Report:** Plant, Zonal and District Stores/Depot -Daily during Implementation and monthly during maintenance period
- c. **Inspection Report**– In the attached Format as Annexure-I.
- d. **Old AC Safe Disposal Report-** In the attached format as per Annexure-II
- e. **Monthly Progress Reports (including nos. of luminaires/spares supplied as replacement for faulty luminaires/spares) during contract period for each location.**
- f. **Any other Reports as may be directed by EIC**

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

10. **Documentation:**

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

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EESL-QA		Inspection Report for AIRCONDITIONER (To be prepared separately for each Capacity/TYPE inspected)				Building	
QA Office File no.					Inspection Call No and date		
RC/Order no.					Quantity ordered		
Supplier					Place of Inspection		
Description of Stores		Split AIRCONDITIONER			Quantity offered		
Date of Inspection Call		Date(s) of Inspection				Quantity Inspected (lot no.)	
Specification		Asper IS:1391(PART-II)1992AMDT.No. 1 to 4			Type test certificate no. & dt.		
BIS license no. date and validity for ISI Mark							
No. of Samples drawn		10% subject to minimum of 1 No. All samples to pass the test.				Eco-Mark	Yes/No
Type Test Reports No. & Date Name of the lab (Attach copy)		1. Data as per questionnaire (attached compliance report on data sheet with details separately for first lot. 2. Instruments used: Calibration /accuracy 3. Manufacturer TC for compressor or motor				Whether Type Test Reports are complete and satisfactory Yes/No	
Verify correctness as per contract (Tick ✓)	Pre-Inspection Report		Valid BIS License Yes/No		Markings (Indicate Salient details)		Colour:
	Workmanship & Finish Satisfactory/Unsatisfactory		Freedom from Defects:		Packing Details:		Designation:
**Mass of Zinc Coating as per R/C (report detailed results separately) **TC for Fire retardant test for ABS/HIPS.							
Test Results							
		Sample no.					
Parameter	Requirement	1	2	3	4	5	
General Running Test							
Pressure leakage test							
IR at 500VDC							
HV Test at 1000rms for 2 Secs.							
Capacity Rating Test							
Net cooling effect, K cal /hr							
Net Dehumidification effect k cal/hr							
Net total air capacity for cooling Cu.m /hr							
Power consumption, watt:							
Power Factor							
Current Amps							
Voltage, Volts							
Leakage Current							
Earthing Resistance							
Drop Test (For indoor units made of							

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ABS/HIPS					
**Mass of Zinc Coating on GI body					
Any other tests as per R/C					
Notes:					
<p>*Use extra sheets if required. *Features of units supplied shall match with those of type tested units. *Test method adopted for different test and criteria of conformity shall be as per ISS. *Capacity rating test shall be carried out on two units at the time of first inspection against R/C and full details and calculation shall be shown on separate sheet. **Mass of zinc coating on GI body shall be checked at the time of inspection as per R/C. **For indoor units made of ABS/HIPS, TC for required FR grades shall be furnished from NABL approved Lab. *</p> <p>**These requirements shall be verified at the time of first inspection/type test and at intervals of Six months.</p>					
Conclusion:					
Quantity accepted		Quantity rejected			
Packing details to be incorporated in I Note					
Howl Mark put		Facsimile of I mark	Name, designation, seal of Inspector		
	Name, Designation and seal of supplier				
Date					
Place					



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Note: The above format is for reference only & in actual it may vary.

**Super Efficient Air Conditioner (SEAC) programme, Energy Efficiency Services Limited
Buy-back scheme (Old AC safe disposal record)**

Customer name:		Customer contact:	
Location & Ref. No.:		Buy-back date:	
Part A: On Site Checklist for buy-back AC (Tick the appropriate one)			Additional comments
Old AC provided for buy-back (date of buy back)	Yes [<input type="checkbox"/>]	No [<input type="checkbox"/>]	Please mention buy-back date here
Is the old AC in working condition?	Yes [<input type="checkbox"/>]	No [<input type="checkbox"/>]	
PPE* used during process?	Yes [<input type="checkbox"/>]	No [<input type="checkbox"/>]	gloves, goggle, safety harness, etc.
Refrigerant type (please mention name of refrigerant)			R-22, R-32, R-290, or any other
Refrigerant recovered (on Site)	Yes [<input type="checkbox"/>]	No [<input type="checkbox"/>]	
All leakage points fixed	Yes [<input type="checkbox"/>]	No [<input type="checkbox"/>]	
Type of buy-back AC	Split [<input type="checkbox"/>]	Window [<input type="checkbox"/>]	
Capacity of buy-back AC	1 TR [<input type="checkbox"/>]	1.5 TR [<input type="checkbox"/>]	
Make and serial number of buy-back AC	Make [<input type="text"/>]	Serial No. [<input type="text"/>]	
Buy-back AC sent to store area for storage	Yes [<input type="checkbox"/>]	No [<input type="checkbox"/>]	



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Part B: Recycling of the buy back AC (Recycler information, methodology, evidence, etc.)			
Name of recycler and CPCB authorization details			
Date of receipt of buy-back AC and its safe disposal	Receipt date []	Disposal date []	
Location of recycling (attach photographs of recycled ACs)			
Refrigerant recovered or incinerated (with amount)	Recovered []	Incinerated []	
Green certificate number, with date	Certificate no. []	Certificate date []	
Proposed methodology	Recycling []	Reclamation []	Destruction []
Methodology and e-waste guidelines followed	Additional comments by recycler		Signature & Seal
<p>Note: Please provide evidence of the recycling of the buy-back ACs along with the safe disposal of refrigerant, e-waste, etc.</p> <p>*PPE: Personal Protective Equipment</p> <p>Disposal of AC refrigerant will be in conformity with India's Environmental Protection Act and its subsequent amendment thereof if any , using this model template to enable monitoring and recording of AC disposal and recycling actions by manufacturers.</p> <p>Further the successful bidders will have a consumer guide in each AC Box that will inter-alia include guidance on buyback, modalities & details for safe AC Refrigerant and disposal as per India Environment Norms.</p>			



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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.



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- (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to

whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- (p) “ADB” is the Asian Development Bank.

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

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

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

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

- (ix) **“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;**

- (x) **“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;

- (xi) **“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;**
- (xii) **“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;**
- (xiii) **“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**
- (xiv) **“integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest,**



violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) **will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;**
- (c) **will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and**
- (d) **will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹⁵ in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or**

¹⁵ 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).

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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



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enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by

either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.6 Severability

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

5. Language

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

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

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



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constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.



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- 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 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.



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- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.



20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier need to share with ADB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.



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- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme



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temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

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

24. Insurance

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

25. Transportation

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

26. Inspections and Tests

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

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

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

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary



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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



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all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may 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



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Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Section 7: General Conditions of Contract.

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

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

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and

against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing,



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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
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specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability 30.1 Except in cases of gross negligence or willful misconduct,

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

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

32. Force Majeure 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser



Section 7: General Conditions of Contract.

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



Section 7: General Conditions of Contract.

notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
 - (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



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User ID : Pran.saurabh
Serial No : 1390DBA

Section 7: General Conditions of Contract.

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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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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Section 8: Special Conditions of Contract

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: As mentioned in the respective lots The bidders may please note that the quantities / locations are tentative and could change.
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 <u>notices</u> , the Purchaser's address shall be: Mr Prashant Kumar, Chief General Manager (SCM) Energy Efficiency Services Limited, 4th Floor, Core-5, Scope Complex, Lodhi Road, New Delhi-110003 Ph+91-11-45801260 E-mail address: eproc@eesl.co.in , pkumar3@eesl.co.in
GCC 9.1	The governing law shall be: The Laws of the Union of India
GCC 10.2	The formal mechanism for the resolution of disputes shall be as follows:

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Section 8: Special Conditions of Contract

For a contract with a Foreign Supplier:

In case of dispute between the Purchaser and a foreign supplier, the dispute shall be settled by international arbitration conducted in accordance with the



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	<p>Arbitration Rules of the Singapore International Arbitration Center. The arbitration procedure shall be administered by the Singapore International Arbitration Center.</p> <p>Place of arbitration: SINGAPORE</p> <p><u>For a contract with a Local Supplier</u></p> <p>In case of a dispute between the Purchaser and the Local Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration laws of India</p> <p>Place of arbitration: New Delhi , INDIA</p>
<p>GCC 11.1</p>	<p>The Scope of Supply shall be defined in: Section 6 Schedule of Supply</p>
<p>GCC 12.1</p>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>Documents for equipment shipped from outside the Purchaser's country</p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of goods, quantity, date of shipment, port of shipment, etc. Supplier shall send the following documents to the Purchaser with a copy to the Insurance company:</p> <ul style="list-style-type: none"> (i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price and separately FCA price for equipment, insurance, and transportation fees; (ii) Two (2) packages (including one (1) original and (1) copy) of bill of lading with note "freight is paid" and indicating paid; (iii) A Packing List (iv) Manufacturer's or Supplier's warranty certificate (v) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment; (vi) Three (3) packages (including one (1) original and two (2) copies) of the test reports issued by the factory and certified inspection agency or the Purchaser's representative, as appropriate; (vi) Three (3) packages (including one (1) original and two (2) copies) of the Certificate of Origin;



Section 8: Special Conditions of Contract

	<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>
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User ID : Pran.saurabh
Serial No : 1390DBA

Section 8: Special Conditions of Contract

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

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

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

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



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<p>GCC 16.1</p>	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>1. Payment Terms:</p> <ul style="list-style-type: none"> i) The payments for different cost heads/components shall be released to the bidder(s) as tabulated below, within 30 days of receipt of the bidder's Tax invoice at EESL office with all the requisite respective documents signed and stamped by EESL's EIC/authorized representative at designated delivery location. Each invoice shall have the Tax, etc. registration document's photocopy annexed to it. ii) The successful bidder(s) needs to ensure delivery and acceptance, and installation & commissioning of the complete lot of SEACs as per the Confirmatory PO/Indent before submitting the invoice. This includes supply, installation & commissioning of required SEACs and acceptance from the concerned officer. iii) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned above, if in the opinion of the EESL, any work done or supply made or service rendered by bidder(s) is deficient in any manner in comparison to the prescribed standards, EESL shall be at liberty to withhold a reasonable portion of the payments due to the bidder(s), till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the EESL under this contract. iv) All payments shall be made by EESL, no later than thirty (30) days after submission of an invoice and acceptance from the EESL, in favour of the successful bidder(s). v) The release of payments shall be progressive and performance/ output-based as per the given Payment Schedule, where the payments shall be made for measured deliverables and outputs on acceptance by EESL. vi) The currency in which payment shall be made to the bidder(s) under this contract is Indian Rupees (INR) for Indian bidder(s) or United States Dollars (USD) for International bidder(s) for the component which has been quoted in USD. At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside India, implementing partner shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate from concerned tax authorities for claiming lower tax deduction, if any. <p>Forex Gains/Losses: Any foreign currency gains/losses shall be borne by bidder. For 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</p>
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Section 8: Special Conditions of Contract

in USD equal to corresponding INR amount using RBI reference rate prevailing on the day of payment. Bidders may take suitable action to hedge/cover the fluctuation risk.

If some of the expenditures for the Related Services are to be incurred in India, such expenditures should be expressed in the Bid and shall be payable in INR only.

The payment schedule for this project is mentioned in the Table below.

Sr. No.	Nature of Work	Payment Terms
1.	Supply of Air Conditioner*	<ul style="list-style-type: none"> • 70% of Machine cost and 100% GST (of invoice) upon delivery of Material at site on certification by EIC or Proof of delivery submitted by the vendor. • 20% of Machine cost upon installation verified by EIC (If opted) or proof of installation submitted by the vendor. <p>Note: If customer does not opt the installation service then 90% of the machine cost will be released after the delivery of the material</p> <ul style="list-style-type: none"> • 5% of machine cost, release after the end of PCB Warranty period i.e. after 5 years. • 5% of machine cost, release after the end of compressor warranty period i.e. after 10 years.
2.	Installation	100% of installation cost upon successful installation & commissioning of machine.

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<p>GCC 17.3</p>	<p>“For Goods to be procured from within purchaser’s country: -</p> <ol style="list-style-type: none"> 1. If there is increase or decrease in the taxes and duties subsequent to supplier’s offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., the Purchaser will reimburse the actual tax. 2. In case the bidder fails to achieve completion as per contract delivery schedule of supply, the purchaser will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. <p>Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period”.</p>						
<p>GCC 18.1</p>	<p><u>Performance Security (PS):</u></p> <ul style="list-style-type: none"> • Within 28 (twenty-eight) days of the receipt of notification of award from EESL, You shall furnish the PS in the form of Demand Draft/ Pay Order or Bank Guarantee for 10% of the respective Lot value . However, Bidder may submit the PS in two equal parts (Initial 50% of the Lot value at time of award of work and remaining 50% CPG shall be submitted after delivery of material of 40% lot value), The PS shall be denominated in INR /USD. The Bank Guarantee shall be valid for Delivery Period + Warranty Period + 3 months claim Period. <p>This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC0000007.</p> <table border="1" data-bbox="464 1556 1414 1703"> <tr> <th colspan="2">BG advising message – IFN 760COV / IFN 767COV via SFMS</th> </tr> <tr> <th>Field Number</th> <th>Particulars (to be mentioned in Row 1)</th> </tr> <tr> <td>7037</td> <td>EESL543840944</td> </tr> </table>	BG advising message – IFN 760COV / IFN 767COV via SFMS		Field Number	Particulars (to be mentioned in Row 1)	7037	EESL543840944
BG advising message – IFN 760COV / IFN 767COV via SFMS							
Field Number	Particulars (to be mentioned in Row 1)						
7037	EESL543840944						
<p>GCC 18.3</p>	<p>The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser’s country or abroad acceptable to the Purchaser in the form provided in Section IX. Contract Forms. If the institution issuing the Performance Security is located outside the country of the Employer, it shall have a correspondent</p>						

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 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
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Section 8: Special Conditions of Contract

	financial institution located in the country of the Employer 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 during the warranty period of three 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 in Section 6 (Schedule of Supply), shall be carried out at the Manufacturer's Works. The Manufacturer shall not bear the cost incurred with such attendance to pre-shipment, including, but not limited to, all travelling and board and lodging expenses, if the inspection will be conducted outside the Purchaser's country.
GCC 27.	As detailed in Section 6, The applicable rate for liquidated damages for delay shall be: 0.5 % (one half percent) per week or part thereof of contract value. The maximum amount of liquidated damages shall be: 5% (ten percent) of contract value. Total amount of penalties shall, in any case, be limited to the amount of penalty imposed by concerned customer/client on EESL.
GCC 28.3	As detailed in Section 6, the period of validity of the Warranty shall be: one year on Complete unit, 5years on PCB & 10 years on compressor from the date of EESL invoice or delivery.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price



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 2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
 0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : Pran.saurabh
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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 dateddate. . . . 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=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b34
0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

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.⁹

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

⁹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).



Section 9: Contract Forms

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)



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Performance Security

Bank's name, and address of issuing branch or office ¹⁹

Beneficiary: *Name and address of purchaser*.....

Date:.....

Performance Guarantee No.:

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

Furthermore, we understand that, according to the conditions of the Contract, 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*²⁰. (*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 , ,²¹ 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.²²

¹⁹ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
²⁰ 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.
²¹ 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."
²² Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

Subject: CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA



Section 9: Contract Forms

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

-- Note to Bidder --

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



Signature :-
Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA

Advance Payment Security

Bank's name, and address of issuing branch or office ²⁷

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*²⁸. (*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*²⁹. (*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 , ,³⁰ whichever is

27 All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
28 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.
29 Footnote 2.
30 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 : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f
1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID
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0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
Serial No : 1390DBA



Section 9: Contract Forms

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)

-- 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=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=b4f237d057e9515b10ac0850510b8cdb4f7e8243dc5d9051bb14b340065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : Pran.saurabh
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