



## *Empanelment of Demand Aggregators for Sales Outreach*

(Corporate Sales Agency / Direct Sales Agency / Dealers, Retailers & Other Demand Aggregators)

**Notice Inviting Corporate Sales Agency / Direct Sales Agency / Dealers, Retailers & Other Demand Aggregators to empanel with Energy Efficiency Services Limited [EESL] for Indian Market.**

**Proprietary & Confidential**

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of EESL except to the extent required for submitting proposal and no more.

## DEMAND AGGREGATORS EMPANELMENT PROPOSAL

### INTRODUCTION

Energy Efficiency Services Limited [EESL] is a joint venture of PSUs under the Ministry of Power, Government of India engaged in partnering various Central and State Agencies across the country in designing, implementing and maintaining energy efficiency (EE) projects. EESL is also taking up many EE Projects with Government of Goa like UJALA (LED Bulb Distribution), Konkan Railways, Income Tax Office Buildings, Customs Office Buildings and SLNP (LED Streetlight National Programme) etc.

In order to establish efficient sales channel, EESL is proposing the Demand Aggregation Module for below mentioned EESL Programs to tap the potential market –

### EESL PROGRAMS –

1. SEAC – Super-Efficient Air-Conditioner Program
2. RAISE – Retrofit of Air-conditioning to improve Indoor Air Quality for Safety and Efficiency
3. UJALA – Unnat Jyoti by Affordable LEDs for All
4. NMRP – National Motor Replacement Programme
5. IEES – Integrated Energy Efficiency Services
6. OTHERS – New Programs [Products & Services] under EESL BRAND [On Separate Approval Only]

### For above mentioned programs:

EESL is looking forward to Empanel Corporate Sales Agency, Direct Sales Agency, Dealers & Retailers and other Demand Aggregators including ESCOs with requisite Empanelment Procedure & Scope of Work [ **Annexure I** ] under Success Fee Model [ **Annexure II** ].

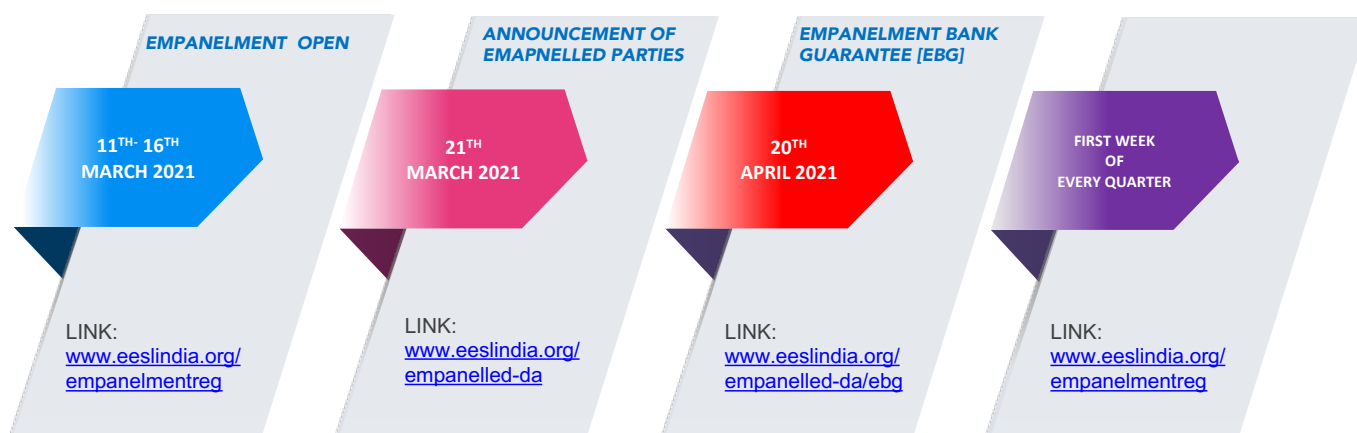
Hence, a **Technical Approval** is sought to approach the to Empanel Agencies hereinafter referred to as “ **Demand Aggregator**” [DA] to assist **EESL sales department**.

### Enclosed:

- |                          |              |
|--------------------------|--------------|
| 1. Process Guidelines:   | Annexure I   |
| A. Empanelment Procedure |              |
| B. Scope of Work:        |              |
| 2. Success Fee Model     | Annexure II  |
| 3. Terms & Conditions:   | Annexure III |

## A. EMPANELMENT PROCEDURE

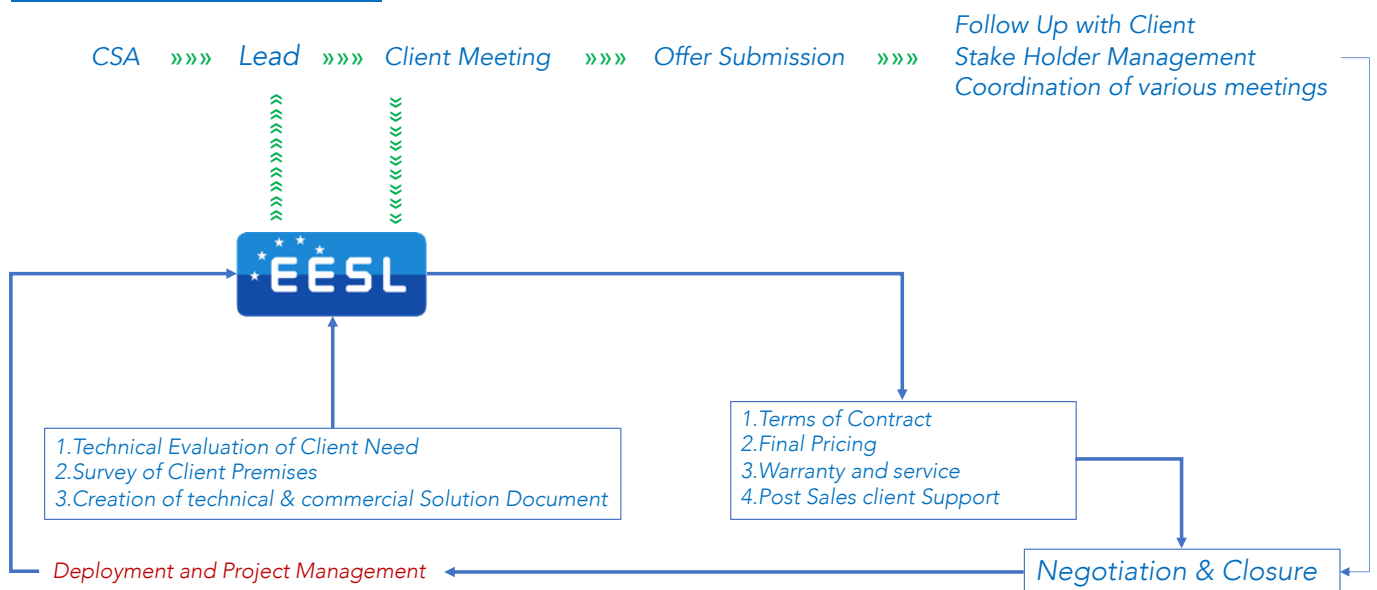
1. Empanelment will be open on **11<sup>th</sup> march 2021 till 16<sup>th</sup> march 2021**.
  - All interested parties are requested to fill registration form for empanelment as a demand aggregator via link: [www.eeslindia.org/empanelmentreg](http://www.eeslindia.org/empanelmentreg) provided on EESL's official website i.e. [www.eeslindia.org](http://www.eeslindia.org).
2. List of successful empanelled parties will be announced on **21<sup>th</sup> march 2021**.
  - List of Successful Empanelled Parties will be Announcement via LINK: [www.eeslindia.org/empanelled-da](http://www.eeslindia.org/empanelled-da) provided on EESL's official website i.e. [www.eeslindia.org](http://www.eeslindia.org).
3. DA should submit all self-attested requisite document required for empanelment.
4. All empanelled parties should submit the Empanelment Bank Guarantee in EESL Prescribed format, which can be downloaded while doing registration/submit latest by **20<sup>th</sup> April 2021** via mail to [services@eesl.co.in](mailto:services@eesl.co.in).
5. A Program document will be shared with all successful empanelled parties via mail and it will be understood that the document shared will be read carefully, thoroughly before signing the undertaking attached to acceptance terms & conditions enclosed with Empanelment Form.
6. The Empanelment will reopen **[if required]** every first week of each quarter.



## B. SCOPE OF WORK

1. Demand Aggregator shall identify the potential Clients to enhance and tap the potential market for above mentioned programs.
2. Demand Aggregator shall create market for EESL Programs and create a Sales Channel with a robust recovery model, considering agreement with EESL.
3. Demand Aggregator shall develop a proper sales tracking system in lieu to EESL's Sales Approach.
4. Demand Aggregator will ensure the below mentioned approach process –
5. Government Procurement – Demand Aggregator shall ensure support procurement via "GeM Portal" to Government & PSUs.

### Approach Process





**SUCCESS FEE MODEL**

Success Fee is a contingent agreement which states that a fee will be paid if the outcome of the event is positive. If the outcome is not positive, then there is no obligation to pay the fee. This kind of fee structure is common B2B\_CSA association, where the investment being operates on a success fee basis.

This keeps the team motivated to do their best and earn the maximum.

**CALCULATION: SUCCESS FEE**

[SUCCESS FEE IS DYNAMIC AND MAY CHANGE AS PER MARKET PRICE DISCOVERY AND PROCUREMENT]

**1. FOR SEAC: SUPER-EFFICIENT AIR-CONDITIONER PROGRAM**

SL	PROGRAM	PRODUCT	MRP	SUCCESS FEE
1	SUPER EFFICIENT AIR CONDITIONER	1.5 TON SPLIT AC	₹41,300.00	₹2,000.00

**2. FOR UJALA:**

SL	PROGRAM	PRODUCT	MRP		SUCCESS FEE	
			LED BULBS	TUBE LIGHTS	LED BULB	TUBE LIGHTS
1	UJALA	GOVT CLIENTS	₹60.00	₹250.00	₹5.00	₹10.00
		PRIVATE CLIENTS	₹70.00	₹270.00	₹7.00	₹14.00

**3. FOR RAISE, IEES & IE MOTORS – Commission @ 2.5% of Contract Value excluding GST.**

**TERMS & CONDITIONS****1. TERMS of SCOPE:**

The Demand Aggregator must compulsorily adhere to the following terms & conditions throughout the tenure of empanelment as Demand Aggregator.

1. The progress made by DA shall be monitored every month by **CGM–Head Sales / SM–PR & sales EESL**.
2. The DA must submit the contact details of all clients in the format prescribed by EESL, incorporating the list of activities undertaken and progress made thereof...
3. The DA shall submit demand inventory and relevant details collected from the Client as per the template shared by EESL.
4. The Demand Aggregator shall keep EESL TEAM in loop for all correspondence with the Client, as proof of meeting with the client and follow-ups being made for finalization of Purchase Order/Agreement etc. failing to do so will imply will be enough ground to terminate the respective empanelment on immediate basis.
5. The DA will coordinate in supply and implementation of products/services and realization of Payment from Clients.
6. The DA will be responsible for Pre and Post Sales Communication with Client.

**NOTE:**

1. UJALA, SEAC's, RAISE & IE MOTORS will be delivered by respective manufacturer / vendor as per LOA issued by EESL.
2. SPOCS for all offered products & series will be respective Program Heads with team under purview of CGM – Head [Sales]

## 2. TERMS OF PAYMENT

1. #\_ **No Advance Payment shall be made** and all the payments shall be subject to the following general conditions:

- a. *Signing of Contract Agreement between EESL and the Clients / Submission of Purchase Order to EESL.*
- b. *Submission of Empanelment Bank Guarantee by the Demand Aggregator to EESL as per the EBG Clause.*
- c. *The DA shall be entitled to get the approved success fee as per **Annexure II** only.*
- d. *The DA will get success fee **on and is subject to realization of final payment** in account of EESL. [WITHIN 30 DAYS]*
  - i. *Success fee shall be paid to the DA for the supplied items mentioned in POs issued at the end of each month and invoice presented by the DA in the prescribed format issued by EESL.*
- e. *Following Documents shall be submitted at the time of raising the invoices:*
  - i. *Original Invoice Copy*
  - ii. *Evidence for No. of Units Agreed to Purchase / Installed, like – Customer Agreement / PO / Mail Confirmation.*
  - iii. *Transaction Details of Payment made by Client to EESL*
  - iv. *Copy of Empanelment Letter issued by EESL to DA.*
- f. *However, as per business need(s) and scenario, if required, the success fee may be revaluated and is subjected to review and approval of Competent Authority i.e., **Chief General Manager – Sales / SM– PR & Sales.***

### NOTE:

*If the Invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LoA / LoE, the payment due date shall start from the date of submission of all necessary documents, provided all relevant terms and conditions of LoA/LoE have been fulfilled.*

### 3. APPLICABLE TAXES, DUTIES and LEVIES

#\_The Success Fee is excluding the GST cost.

#\_Agency should mandatorily register himself under GST act of the particular state.

#\_Any other Charges | Cost | TA | DA is also included in the mentioned contract price.

A. Taxes are subject to Govt. Levies.

B. In-case of failure to achieve completion as per contract delivery schedule of supply, EESL will not be liable to compensate for any increase in taxes and duties due to changes in rate or introduction of new tax or interpretation / application of tax etc. 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 taxes etc. in the event of late delivery after the contract delivery period.

#### 3.1.1 OTHER TERMS & CONDITIONS

A. In case the demand is aggregated at SME Cluster/State Level Agencies by DA | industrial association/state then the unique propositions may be considered for bulk procurements.

B. The Program Oriented details like Features are attached as **Annexure IV**.

**NOTE:** This empanelment process is Only for EESL's Offered Programs mentioned in agreement and shall not be applicable for any other projects / programs of EESL.

### 4. Empanelment Criteria

The Agency who gives consent, to undertake the work, as per the given formats in Annexures of –

A. Scope of Work

B. Success Fee

C. Terms & Conditions

in this Empanelment Document shall be empaneled and is/are subject to fulfilling the all-qualification requirements. This consent shall be submitted on Agency's Letter Head in desired format failing which agency shall not be considered for empanelment.

## 5. Qualifying Criteria:

### GENERAL REQUIREMENTS AND CONDITIONS FOR EMPANELMENT

Sr.	Qualifying Requirement	Document to be Submitted
1	<p>The Agency should be –</p> <p>(a) A firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013, and further amendment (s)</p> <p style="text-align: center;">OR</p> <p>(b) A registered partnership firm (registered under section 59 of the Partnership Act, 1932)</p> <p style="text-align: center;">OR</p> <p>(c) A limited liability partnership (under the Limited Liability Partnership Act, 2002)</p> <p style="text-align: center;">OR</p> <p>(d) A Society registered under Societies Registration Act, 1860</p> <p style="text-align: center;">OR</p> <p>(e) A Proprietorship firms</p> <p style="text-align: center;">OR</p>	<p>(a) Photocopy of Certificate of Incorporation issued by the Registrar of Companies</p> <p style="text-align: center;"><b>Along with</b></p> <p>Memorandum of Association, Article of Association needs to be attached along with the application. The bidder should also highlight the relevant provision/article number which highlights the objects relating to the business fields of this empanelment.</p> <p style="text-align: center;">OR</p> <p>(b) A Registered partnership Deed</p> <p style="text-align: center;">OR</p> <p>(c) LLP Registration Certificate issued by competent Govt. Authority</p> <p style="text-align: center;">OR</p> <p>(d) Society Registration Certificate issued by Competent Govt. Authority along with Memorandum of Association highlighting relevant provision/ article number which highlights the objects relating to the business fields of this empanelment.</p> <p style="text-align: center;">OR</p> <p>(e) Self-Declaration of being a proprietor in your own format.</p>
2	A DA should have valid PAN and GST Registration	Copy of PAN and GST Registration Certificate
3	(a) ESCO (Energy Audit etc.)	(a) Certificate of ESCO Registration with Bureau of Energy Efficiency (BEE)

## 6. PERIOD OF EMPANELMENT

The Empanelment of the Agencies under this empanelment will be **valid for 02 year** from the date of award of empanelment letter by EESL. The empanelment may further be extended on performance review basis to project requirement and is on sole discretion of EESL as per business requirements. In case of such extensions the empaneled agencies maybe asked for submission of audited financial statements of immediate preceding's financial year and any other document as deemed fit by EESL.

Further, assessment of the empaneled agency shall be done on **monthly** basis and in case no order has been confirmed from any client through Demand Aggregator the empanelment shall stand cancelled and EPG shall be forfeited.

## 7. ADJUDICATOR

Adjudicator under the contract shall be appointed by the Appointing Authority i.e., **MD[EESL]**. If the DA does not want the Adjudicator Proposed by EESL, it should so state in its agreement consent and make a counter proposal of an adjudicator. If on the day the contract agreement is signed the EESL and contractor have not agreed on the appointment of the adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.

## 8. ARBITRATION

Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

## 9. EMPANELMENT BANK GUARANTEE [EBG] | SECURITY DEPOSIT

*Should be submitted as per attached performa...*

- A. Empanelment Bank Guarantee would be Rs. 1,00,000 [ONE LAKH ONLY]
- B. Validity 1 year [ONE YEAR ONLY]
- C. Which on review may be extended after 11 months...

10. The Agency shall be deemed to have examined the agreement, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his agreement. The Agency shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works, he has to complete in accordance with the agreement irrespective of any defects, omissions or errors that may be found in the agreement doc.
11. Subsequent to empanelment of the agency in response to this 'enquiry', if it is found that the work is not being performed as per the defined Scope of Work or the same is not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to cancel the contract/empanelment and recover the loss, if any, from the empaneled agency reserving to ourselves the right to forfeit the security deposit, furnished by the empaneled agency against the contract.
12. We reserve the right to accept or reject any agreement in full or in part without assigning any reason thereof.
13. The agency should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of empanelment process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, EESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the empanelment & forfeiture of security/EBG.  
[Kindly fill and submit the attached self-declaration on Your Company's Letter Head]
14. **Correspondence:** Post award/empanelment, all correspondence by successful agency shall be addressed to as brought out below:

**CGM HEAD - SALES** for all issues pertaining to clarifications w.r.t contractual and commercial issues or requiring amendments on the terms and conditions of LoA/LoE in general.

## 15. 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/LoE including the requirements under Contract Labor Acts, safety of the workmen deployed, etc., shall be the responsibility of the successful agency 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 agency shall submit the documentation to EESL, on monthly basis, as required under the applicable statutory requirements.

### B. SAFETY COMPLIANCE:

- a) Successful agency, on whom letter of award/empanelment is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc.
- b) Successful agency(s) to indemnify EESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or successful agency as per settlement shall pay any other person working for him solely. EESL has no role to play in this matter.
- c) EESL will not be responsible in case any accident/ mis-happenings with consultant employee or contract person and for any equipment damage or theft occurs and in no case EESL shall pay for it.



## 16. EESL RESERVES THE RIGHT TO

- A. Cancel / withdraw the Empanelment Notice without assigning any reason whatsoever and in such a case, no applicant / intending applicant shall have any claim arising out of such action.
- B. Delete, modify, rename etc. any of the codes, conditions, procedures etc. given in this Empanelment document.
- C. Reject any agreement on the basis of unsatisfactory performance of the agency in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the agreement.
- D. Withhold the issue of Empanelment document and also subsequently the Empanel documents to any Empaneled Agency, and also annul the Empanelment process without assigning any reasons whatsoever.
- E. Obtain confirmation from the principals, Owner to verify the contents of the supporting documents submitted by the applicant.
- F. EESL reserves the right to call for additional information and/or check, verify all the information furnished in the agreement.
- G. EESL also reserves the right to inspect all premises / facilities to confirm the authenticity of information furnished / capabilities mentioned in the agreement.
- H. EESL reserves the right to reject agreements on the basis of furnishing false information/declaration in the agreement.
- I. EESL's decision shall be final on all matters.

## 17. Suspension of Business Dealings

- a) EESL reserves the right to take action against the empaneled agency who fails to perform or indulge in malpractices, by suspending business dealings with them.
- b) Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' an empaneled Agency.
- c) An agency may be put on HOLD for a **period of 6 months**, for future Enquiries for specific works on the basis of one or more of the following reasons:
  - Empanelled agency does not honor his own offer or any of its conditions within the validity period.
  - Empanelled agency fails to respond against three consecutive enquires of EESL.
  - After placement of order/award, empanelled agency fails to execute an order.
  - In case empaneled vendor does not get any business **within six months** after issuance of Empanelled letter than their EBG will be forfeited.

- d) An empanelled agency may be de-listed from the list of empanelled agencies for a **period of 1 year** on the basis of one or more of the following reasons:
- Empanelled Agency tampers with empanelment procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
- e) An empanelled Agency can be banned from doing any business with EESL for a **period of 3 years** on the basis of one or more of the following reasons:
- Empanelled Agency is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to EESL's interest
  - Empanelled Agency is found to be involved in cartel formation.
  - The Empanelled Agency has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc. which are contrary to business ethics.
  - The Empanelled Agency is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
  - The Empanelled Agency is declared bankrupt, insolvent, has wound up or been dissolved i.e., ceases to exist for all practical purposes.
  - Empanelled Agency is found to have obtained Official Company information/ documentation by questionable means.
  - Communication is received from the administrative Ministry of EESL to ban the Agency from business dealings.
- f) Contracts already entered with a contractor/empanelled agency before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
- g) Once the order for suspension is passed, existing offers/new offers of the contractor/empanelled agency shall not be entertained.
- h) The above guidelines are not exhaustive but enunciate broad principles governing action against contractors/empanelled agencies.

## **18. Restrictions on procurement from Agency of a country which shares a land border with India**

Order No: F. No. 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, mentions that any agency from a country which shares a land border with India will be eligible to agreement in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the agency is registered with the Competent Authority as specified in the order.

“Agency from a country which shares a land border with India” for the purpose of the order means-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or join venture where any member of the consortium or join venture falls under any of the above.

*The above-mentioned order shall be applicable to this empanelment process. The applicant shall carefully go through the above-mentioned order and ensure its eligibility in accordance of the same. Applicant should refer to above mentioned order for clarification over definitions and clauses as applicable.*

## **19. Submission of Reports**

*The empanelled agency shall submit the report mentioned in the empanelment document or as asked by EIC from time to time in the required format.*

## TO WHOM IT MAY CONCERN

Dear Sir/ma'am,

We/I, \_\_\_\_\_ from M/s \_\_\_\_\_ have read and understood the Terms & Conditions mentioned in empanelment form and support document(s) and hereby confirm and submit that we agree to all terms & conditions mentioned in the document of empanelment with Energy Efficiency Services Limited.

### General Terms & Conditions:

All Empanelled Parties will :

1. Submit an undertaking to assure that they have not been black-listed, embroiled in corrupt practices etc. [*format attached*]
2. Cooperate EESL to conduct basic online check of reputation and against risk of empanelling parties who have participated in criminal or fraudulent activities.
3. Sign Non-Disclosure Agreement along with a non-circumvention clause preventing party to do any action which is detriment to the interest of EESL. [*will be signed at the time of award of empanelment letter*]
4. Not publicize this empanelment without written consent of EESL and not to use this empanelment for any purpose other than that mentioned.
5. Submit an undertaking to abide by the Rules prescribed under the Standard Operating Procedure of EESL for handling Channel Partners.

We/I, \_\_\_\_\_ confirm all information provided is correct and true to my knowledge. Any discrepancy found will lead to forfeiture of EBG and cancellation of the agency empanelment.

Dated this \_\_\_\_ (day) of \_\_\_\_\_ (month), 2021

Signature & Seal  
(Name of Person; Designation)

Place: \_\_\_\_\_

(To be submitted on Letter Head)

**SELF-DECLARATION FOR BLACKLISTING**

I, \_\_\_\_\_ from \_\_\_\_\_,  
hereby certify and confirm that we or any of our promoter(s)/ directors(s) are not blacklisted/ barred/  
convicted by any court of law for any criminal or civil offences/ declared ineligible by any other entity of  
Government or by any entity of state government/ or Govt. of India or any local Self-Government body or  
public undertaking in India for participation in future bids/ tender/empanelment for unsatisfactory  
performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from  
participating in Project/s.

And that No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and  
prevention of Corruption Act is pending in any court of law against the bidder.

We, further confirm that we are aware that, our bid for the captioned Project would be liable for rejection  
in case any material misrepresentation is made or discovered at any stage of the Empanelment Process or  
thereafter during the contract period and the EBG or performance security as applicable shall stand forfeited  
without further intimation.

Dated this \_\_\_\_ (day) of \_\_\_\_\_ (month), 2021

Signature & Seal  
(Name of Person; Designation)

Place: \_\_\_\_\_

(To be submitted on Letter Head)

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

## PROFORMA OF EMPANELMENT BANK GUARANTEE

Ref.: .....

Bank Guarantee No.....

Date.....

To,  
Energy Efficiency Services Limited,  
5th & 6th Floor, CORE-III,  
Scope Complex, Lodhi Road,  
New Delhi-110003.

Dear Sir,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at .....( hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns ).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and conditions given in the RfP No..... dated....., Letter of Empanelment No..... dated.....and Owner having agreed that the Agency shall furnish to Owner a Bank Guarantee as Empanelment Performance Guarantee for the faithful performance of the entire period of empanelment, of the value of .....

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

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the

Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any other course of or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the owner may have in relation to the Contractor's liabilities.

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

Dated this .....day \of.....at.....

Witness.....

Witness.....

Signature .....

Signature .....

Name .....

Name .....

Bank's Rubber Stamp  
Official Address

Designation with Bank Stamp

Attorney as per power of Attorney No.....dated.....

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

### **BANK GUARANTEE CHECK LIST**

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

### **CHECK LIST**

<b>S.No.</b>	<b>Details of Checks</b>	<b>YES / NO</b>
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of EESL in any manner)?	
h)	Incase of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No.NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	



**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEES FOR ADVANCE  
PAYMENTS, PERFORMANCE SECURITIES AND SECURITIES**

**FOR DEED OF JOINT UNDERTAKING**

**SCHEDULED COMMERCIAL BANKS**

**SBI and Associates**

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

**Nationalised Banks**

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

**Foreign Banks**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
26.	DBS Bank Ltd.	34.	Standard Chartered Bank
27.	Bank of America NA	35.	Societe Generale
28.	The Bank of Tokyo-Mitsubishi UFJ Limited.	36.	Barclays Bank
29.	BNP Paribas	37.	ABN Amro Bank N. V.
30.	Calyon Bank	38.	Bank of Nova Scotia
31.	Citi Bank N.A.	39.	Development Bank of Singapore
32.	Deutsche Bank A. G.	40.	Credit Agricole Corporate and Investment Bank
33.	The Hong Kong and Shanghai Banking Corporation Ltd.		

**SCHEDULED PRIVATE BANKS**

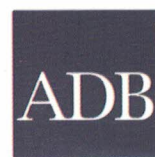
Sl. No.	Name of Banks	Sl. No.	Name of Banks
41.	ING Vysya Bank Ltd.	44.	Axis Bank Ltd.
42.	ICICI Bank Ltd.	45.	YES Bank
43.	HDFC Bank Ltd.	46.	Indus Ind Bank Ltd.

**Other Public Sector Banks**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
7.	IDBI Ltd.	48.	IDFC Bank



# NATIONAL MOTOR REPLACEMENT PROGRAM





## PROGRAM OBJECTIVE

Energy Efficiency Services Limited (EESL), is a Joint Venture of four Public Sector Undertakings (PSUs) setup under Ministry of Power to facilitate implementation of energy efficiency projects in India. The primary objective of the National Motor Replacement Program (NMRP) is to address the financial barriers faced in replacement of inefficient motors & accelerate the adoption of Premium Efficiency (IE3) motors. The program aims to address the following issues to replace with energy efficient motors.

1

**90%** of the current installed stock of motors is at IE1 and sub-IE1 levels resulting in huge inefficiency in the system.

2

**Old** motors which are rewound multiple times over the years (each rewind reduces motor efficiency by approx. 1%).

3

Inefficient motors running in system more than **15** years old.

## PROGRAM HIGHLIGHTS

### kW Range:

0.75 kW to 75 kW

### Efficiency Class:

IE3 (Premium Efficiency)

### Pole:

2, 4 and 6

### Mounting:

Foot & Flange

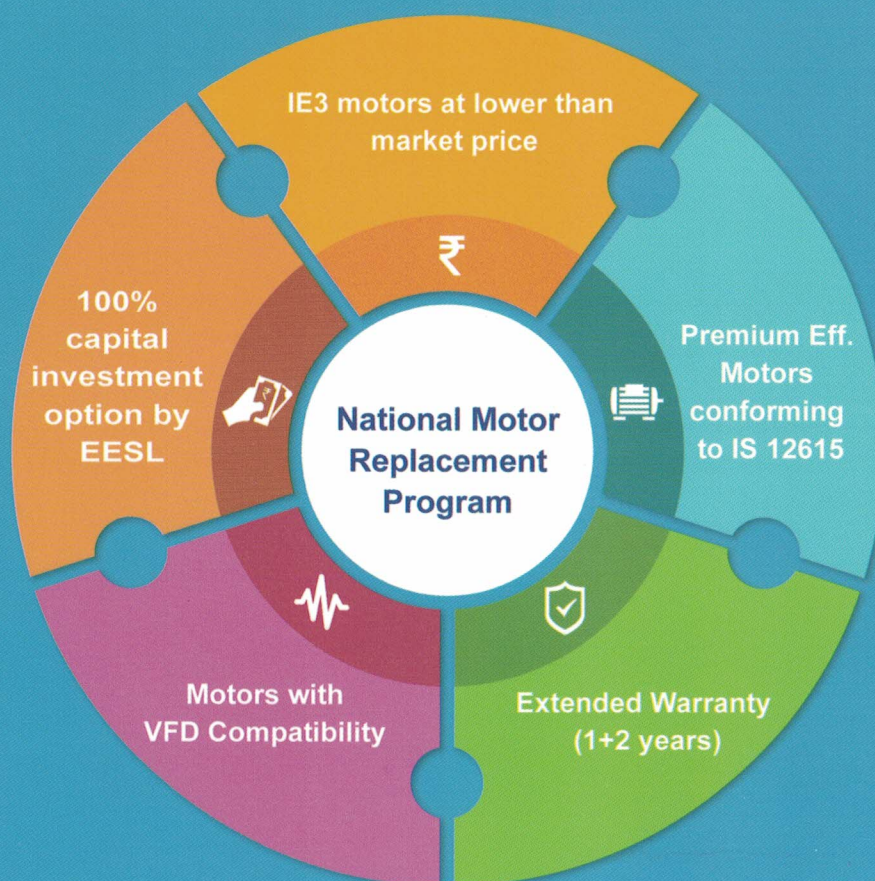
### Project Period:

3 years (Typical)

### Applications:

Pumps, Fan / Blower, Compressor, etc.

## VALUE ADDITION





BUSINESS MODELS

PMC MODEL:

TOTAL PROJECT COST: MOTOR COST + EESL PMC FEES



ESCO MODEL:

TOTAL PROJECT COST = MOTOR COST + PMC FEES + FINANCE COST



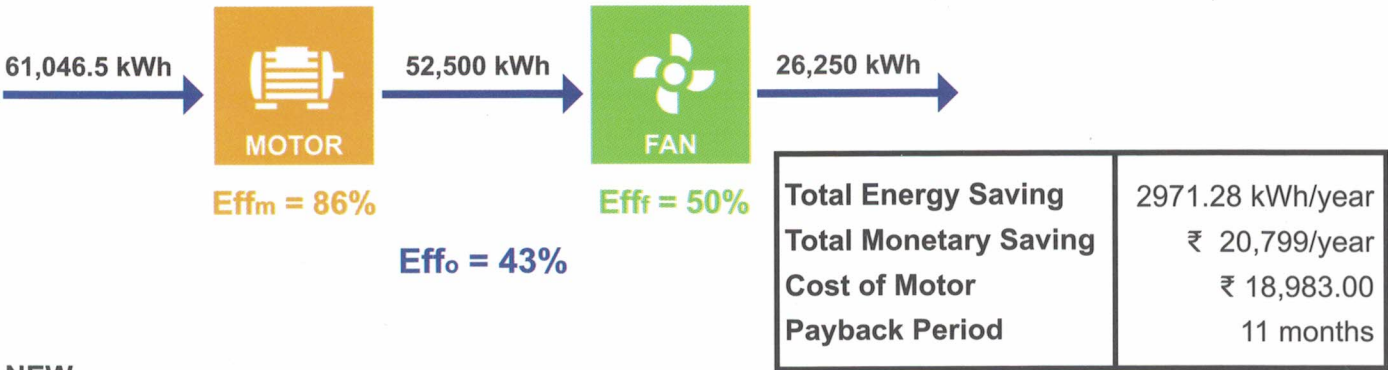
CASE SITUATION

ILLUSTRATIVE EXAMPLE OF SAVING IN IE3 MOTORS

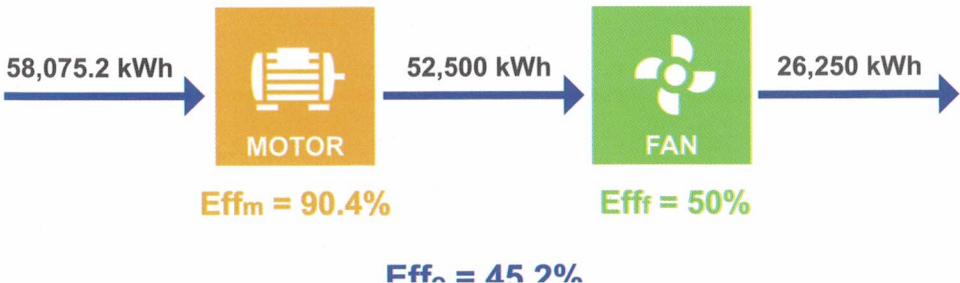
ASSUMPTIONS

Motor Rating – 7.5 kW (4 Pole) | Annual Operating Hours – 7000 | Loading – 80% | Tariff – ₹ 7/kWh

BASELINE

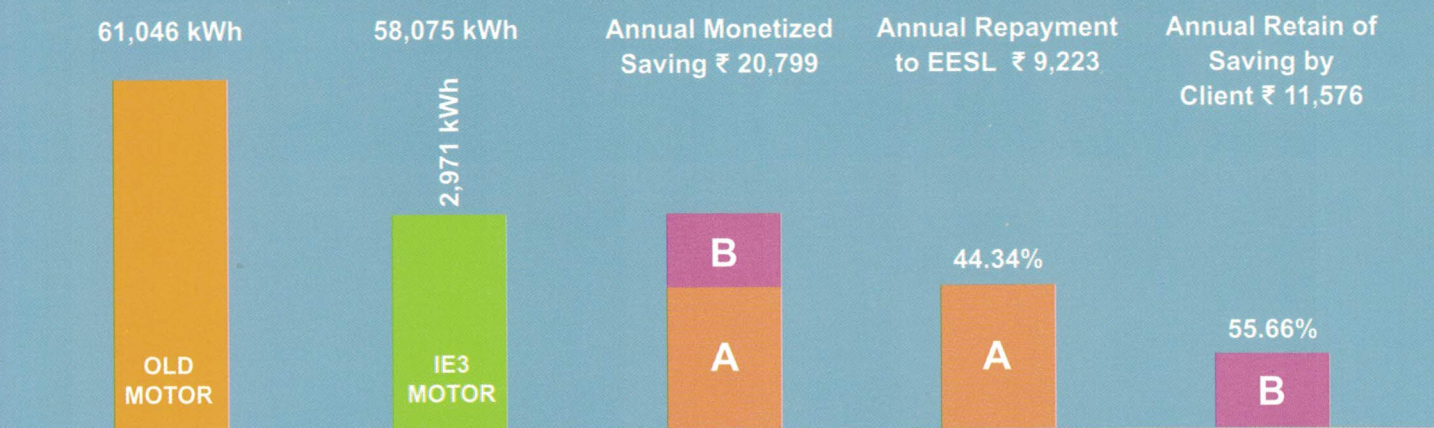


NEW





## REPAYMENT THROUGH ESCO MODEL



## PROGRAM ENGAGEMENT METHODOLOGY



## GEF-6 PROJECT & NMRP

Currently, EESL is executing a Global Environment Facility (GEF) project "Creating and Sustaining markets for Energy Efficiency" with the support of United Nations Environment Programme (UNEP) and Asian Development Bank (ADB). With significant energy savings opportunity in motors being the industrial prime movers, this GEF project is supporting the nation-wide NMRP of deploying 40,000 nos. of IE3 motors of different ranges.

For further details on the GEF-6 project, please refer to <https://gef6.eeslindia.org>

To submit your enquiry for motors, log on to: [www.motor.eeslindia.org](http://www.motor.eeslindia.org)

Contact Details: Phone no. 01145801260

6th Floor, Core-3, 7 Lodhi Road, New Delhi - 110003.

Email: [motor@eesl.co.in](mailto:motor@eesl.co.in)



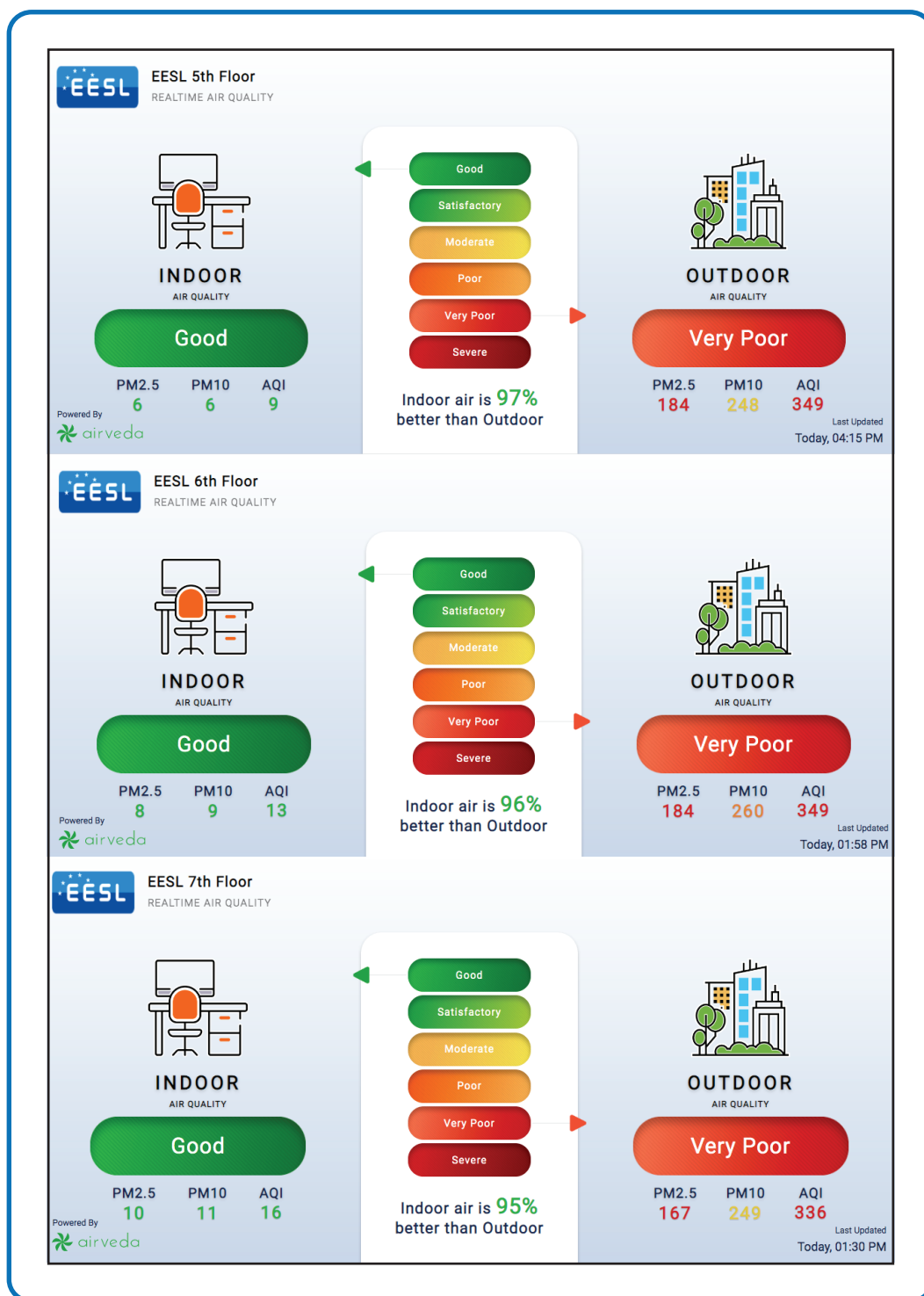
## **R**etrofit of **A**ir-conditioning to improve **I**ndoor air quality for **S**afety and **E**fficiency

### **EESL's Corporate Office Pilot Implementation**

Poor and rapidly deteriorating air quality have been a key concern for India for the past few years. It has also come under spotlight with the spread of the COVID-19 pandemic, which affects the respiratory system. As people return to their offices and public spaces, maintaining good indoor air quality is critical for their comfort, well-being and productivity, along with the overall public health. In that context, EESL has undertaken a retrofit of its corporate office air-conditioning and ventilation system. This is a part of a larger initiative - "Retrofit of Air-conditioning to improve Indoor air quality for Safety and Efficiency" developed in partnership with U.S. Agency for International Development's (USAID) MAITREE programme. EESL's corporate office in Scope Complex has been taken up as a pilot for this initiative. The pilot focuses on improving indoor air quality (IAQ), thermal comfort, and energy efficiency (EE) in EESL office's air conditioning system. The key measures taken as a part of the pilot are as follows:

- 1. Increased ventilation for dilution and lower CO<sub>2</sub> levels**
  - Fresh air system to be retrofitted for increased outside air
  - Automation for demand-controlled ventilation and economiser operation
  - Treated fresh air unit to be installed to offset the additional cooling load
- 2. Filtration to minimise particulate matter, pollutants, and pathogens**
  - High efficiency electrostatic filters installed in the air handling units (AHU)
  - Ultraviolet Germicidal Irradiation in the AHU
  - Portable air purifiers for spot application in small enclosed office space
  - Ceiling mounted ESP and HEPA filtration units for conference rooms
- 3. Monitoring and display of IAQ and comfort parameters**
  - Installation of high-quality reset certified monitors on all floors
  - Online dashboard and display screen to be installed on every floor after the lift lobby
  - Comprehensive IAQ testing

The retrofit began with the installation of a network of state-of-the-art air quality monitoring system in the first week of June. The main filtration system was installed by the 6<sup>th</sup> of June, and the rest of the installation is currently in progress. The results of the retrofits have been encouraging, with the air quality in the offices improving significantly, through a 90-95% reduction in pollutants. It has also resulted in maintaining a sustained healthy indoor environment. In addition to its corporate office, EESL has also retrofitted air-conditioning and ventilation system in the offices of Minister of State (IC) for Power and New & Renewable Energy and Secretary, Ministry of Power. EESL has also undertaken proactive measures to clean and disinfect surfaces and promote the maintenance of social distancing and wearing masks. These measures have alleviated any potential anxiety that the employees might have about resuming work from office.



SUPPORTED BY:



FOR MORE INFORMATION, CONTACT:

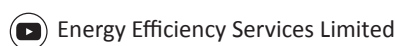
## Energy Efficiency Services Limited

5<sup>th</sup>, 6<sup>th</sup> & 7<sup>th</sup> Floor, CORE – III, Scope Complex,  
7 - Lodhi Road, New Delhi – 110003

Phone: +91 88829 75238

Email: [raise@eesl.co.in](mailto:raise@eesl.co.in)

Join the conversation [#EnablingMore](https://twitter.com/EnablingMore)



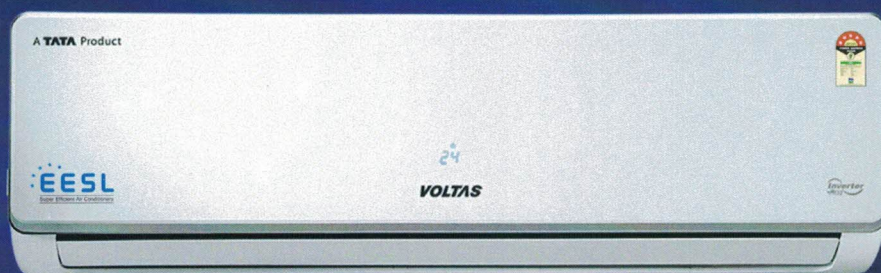


# EESL's Super Efficient Air Conditioner

5.4 ISEER, 20% more efficient than BEE 5 Star rated AC

**You have the power to save, make a cool choice!**

Annual savings to the tune of ₹3000 per AC

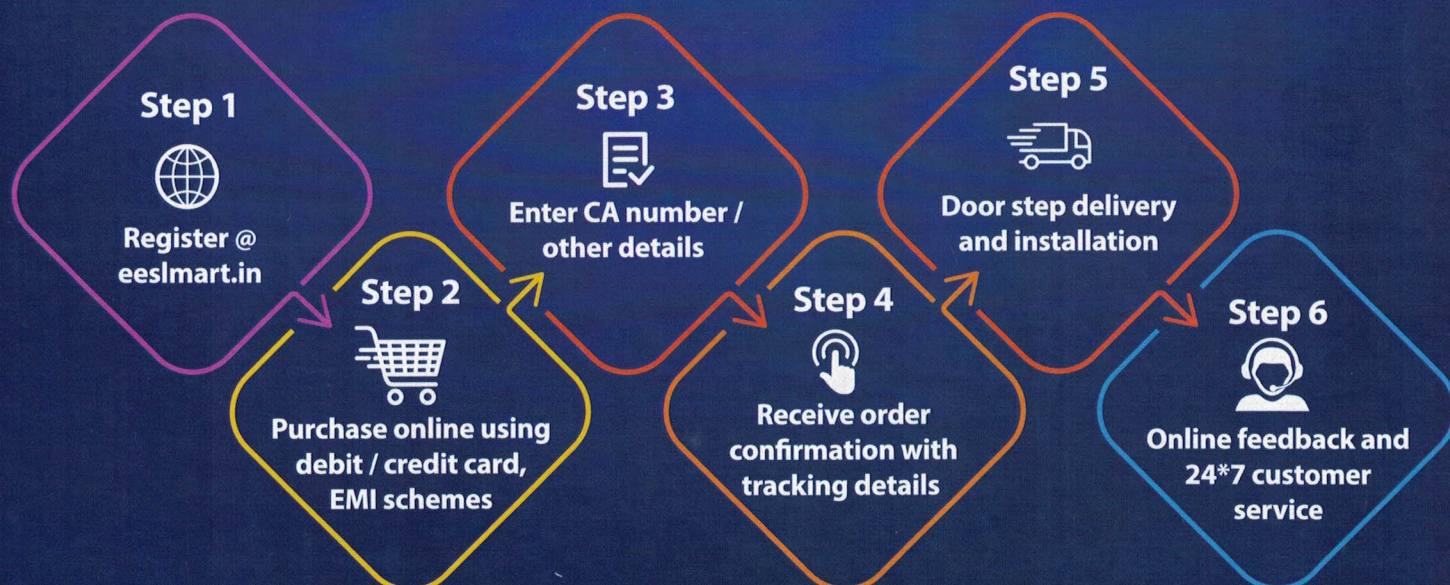


## 1.5 TR Split Inverter Price – ₹41,300\*

- » Additional 4 year warranty @ ₹4000 (Optional)\*
- » Standard Installation Cost @ ₹1400 (Optional)\*
- » Buy back price of old working AC @ ₹2500 (Optional)\*

\*(Prices Inclusive of taxes)

To buy, Log on to **eeslmart.in**



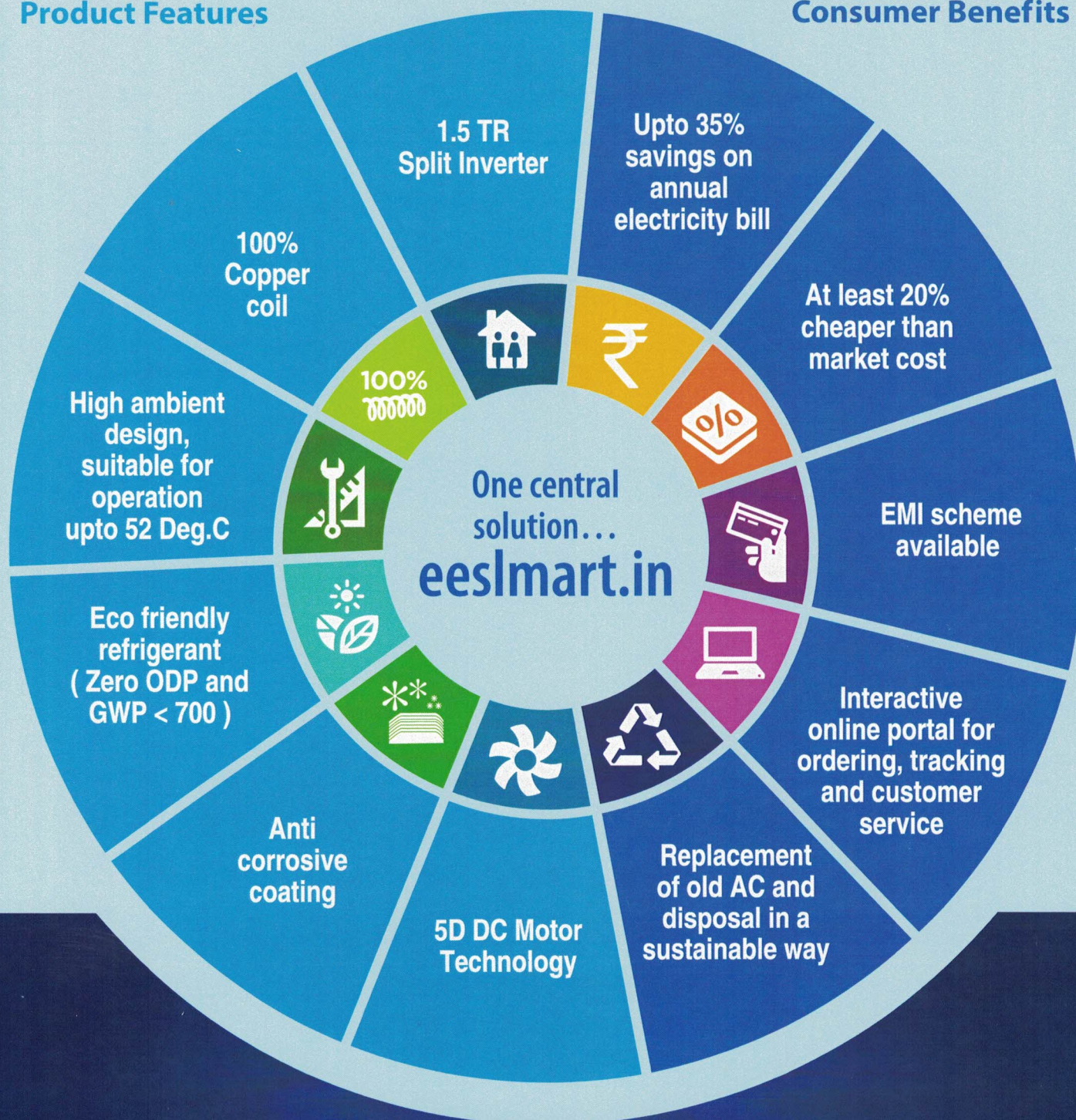




## Product Features



## Consumer Benefits



**THINK, ACT, SAVE. BE A GLOBAL ENVIRONMENT CHAMPION.**

For booking, visit: **eeslmart.in**

Toll Free Helpline Number ☎ : 1800-180-3580



**Energy Efficiency Services Limited**  
5<sup>th</sup> and 6<sup>th</sup> Floor, Core 3, Scope Complex. Lodhi Road.  
New Delhi -110003





# बचत अब और भी ज़्यादा आसान

अब खरीदिए उजाला योजना के अंतर्गत ऊर्जा दक्ष एल ई डी बल्ब, ट्यूबलाइट और पंखे किफ़ायती दामों पर.



सिर्फ  
70 रुपए



1 साल  
(रिप्लेसमेंट वॉरंटी)



सिर्फ  
270 रुपए



1 साल  
(रिप्लेसमेंट वॉरंटी)



**New Arrival**