



**एनर्जी एफिशिएंसी सर्विसेज लिमिटेड**  
(भारत सरकार, विद्युत मंत्रालय के सार्वजनिक क्षेत्र के उपक्रमों का संयुक्त उपक्रम)  
**ENERGY EFFICIENCY SERVICES LIMITED**  
(A JV of PSUs under the Ministry of Power, Govt. of India)  
CIN : U40200DL2009PLC196789

**Amendment No. 1**

Ref: EESL/06/ICB-AC/181903046/Amdt. 1

Date: 18/04/2019

To,  
M/s .....  
.....

**SUB: Amendment No. 1 against RFP No. EESL/06/ICB-AC/181903046 Dated 15.03.2019 for "Design, Manufacture, Testing, Supply, Installation & Warranty of 50,000 Numbers 1.5 TR with 5.4 (Min) ISEER Split Air Conditioners and other Related Works".**

**References:**

1. NIT/Bid Document No. EESL/06/ICB-AC/181903046 Dated 15.03.2019, E-tender Id: - 1528.
2. Pre-Bid Meeting held on dated 05.04.2019 at 11:30 AM at Tansen Chamber, Core-8, SCOPE Complex, Lodhi Road, New Delhi.

Dear Sir/Madam,

The following Amendments(s) / Clarification(s)/ to above mentioned RfP are hereby authorized: -

1. Detailed Amendments and clarifications are attached herewith at Annexure-I, please refer the document.

All other terms and conditions of subject RFP however remain unchanged.

Thanking You,

For and on behalf of EESL



*Divyang Suri* 18/4/19  
Divyang Suri  
Engineer (Contracts)

**कॉरपोरेट ऑफिस / Corporate Office**

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Annexure - I

NIT/Bid Document No.: EES1/06/ICB-AC/181903046 Dated: 15/03/2019

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

Pre-Bid date : 05th April 2019, 1130hrs IST

Sl. No.	Section No./Para No./Clause No.	Description as per RFP	Clarification/Amended As
1	Section-3 Evaluation & QC Para No. 2.2, Clause No. 2.2.1	Bidder should have, in the preceding two (2) completed financial years reckoned from the date of opening of the bids, manufactured tested and supplied the minimum of 15000 no. of Bureau of Energy Efficiency (BEE) star labelled or Equivalent International Standard Split air conditioner.	Any order (Whether government/Non- government) with supporting documents.
2	Section-3 Evaluation & QC Part 2: Specific requirements for the criteria Para No. 2.2, Clause No. 2.2.1 (Contractual Experience)	Successful completion as main supplier within the last 3 years, of one contract of Rs 140 Crores or of 2 contracts each valued at INR 88 Cr or of 3 contracts each valued at INR 70 Cr of Inverter based Split air conditioners	Should be read as "Successful completion as main supplier of Rs 140 Crores worth Split air conditioners each year during last three successive Financial years "
3	Section 4 Bidding Forms	Group A, Group B, Group C & Group D	Group A,B,C & D should be read as Schedule A,B,C & D respectively.
4	Section 4 Bidding Forms Part C/Schedule C	Mandatory schedule. The items in the Schedule will not be considered for bid evaluation	Mandatory schedule. The items in the Schedule will be considered for bid evaluation
5	Section-3 Evaluation & QC Clause 3.9 Margin of Preference:	Bidder may fill the price bid from Group A or Group B as per their country of origin and Financial Evaluation shall be done on these groups. It is mandatory to quote for Group C (I) and Group D (I). Failing which the bid shall not be considered for further process.	Bidder may fill the price bid schedules from Group A, or Group B as per their country of origin and Financial Evaluation shall be done on these groups. It is mandatory to quote for Schedule A, Schedule C, Schedule D for the Group A & Schedule B, Schedule C, Schedule D for the Group B. Failing which the bid shall not be considered for further process. For Financial Evaluation: In Group A: Sum of Schedule A and Schedule C shall be considered. In Group B: Sum of Schedule B and Schedule C shall be considered. However, Price Schedules of Schedule D shall not be considered for financial evaluation.
6	Section-8 Special Conditions of Contract Para No. GCC 16-1, Clause No. 1 (payment Terms)	1. On Supply: 90% of machine cost (inclusive of standard warranty) Upon delivery of material at site (Consumer address) on certification/receipt by EIC/Consumer. 2. Remaining 10% of the machine cost to be released within 30 days after one year from the date of receipt subject to trouble free working of the ACs.	1. On Supply: 90% of machine cost (inclusive of standard warranty as per price schedule-A/B) along with 100% GST and 100% transportation as per point 3 of price schedule-C shall be paid upon delivery of material at site (Consumer address) on certification/receipt by EIC/Consumer that material shall received in good condition 2. On installation: 100% cost of item 1 & 2 of Part-C (installation and bracket) on successful installation of new air conditioner at site upon certification by EIC/Consumer. The price for the same shall also include dismantling of old existing air conditioner if any. 3. Remaining 10% of the machine cost (Inclusive of standard warranty as per price schedule-A/B) to be released within 30 days after one year from the date of receipt subject to trouble free working of the ACs.



Signature :  
Subject : CN=BIRENDRA KUMAR SINGH, ST=DELHI, OID.2.5.4.17=110003, OU=CTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : birendra.singh  
Serial No : F3FB45  
PB : rajneesh.rana(Rajneesh Rana)  
Date : 18-04-2019

7	Section-6 Schedule of Supply Point No.2 Tech. Specs, S. No. 4	Derating Capacity- Equal to or more than Full load rated capacity at 45 degree Celsius.	Derating Capacity- Equal to or more than Full load rated capacity at 43 degree Celsius.
8	Section-6 Schedule of Supply Point No.2 Tech. Specs, S. No. 5	Derating Capacity- Equal to or more than 90% of Full load rated capacity at 50 degree Celsius.	Clause stands deleted
9	As mentioned in Tender Document	ISEER 5.4	"ISEER 5.4(Min)" shall be read as "ISEER 5.4 along with standard tolerance limit as per BEE norms".
10	Section-6 Schedule of Supply Point No.1 Scope of Work, Bullet. No. 2	The contractor shall be obligated to put up a sticker depicting the BEE star labelling, EESL logo and any other necessary information important.	Design & artwork of the stickers will be shared with the successful bidder.
11	Section-3 Evaluation & QC Margin of Preference: Method of Application 3.9	The entire lot of 50,000 ACs are expected to be deployed in Mumbai, Thane, Navi Mumbai (20,000 units) and Delhi-NCR region (30,000 units). However, EESL reserves the right to change the supply locations to any states (except North East, J&K), if the situation warrants.	Tentative Lot size may be 10,000 & shall be communicated with the successful bidders as & when required.
12			PDI shall be conducted on Lot basis.
13	Section 7 - General Conditions of Contract Point No: 26. Inspections and Tests		Schedule for PDIs will be shared with the successful bidder in due course.
14	Section 8 - Special Conditions of Contract Point No: 18.4.	Discharge of the Performance Security shall take place as per provisions under GCC Clause 18.4 Performance Security, upon completion of deliveries and successful repair & maintenance services of one (1) years as specified in Section 6.	List of acceptable IDs: A signed & verified copy of Adhar Card/Voter ID card/Electricity Bill/Bank Passbook & any other approved documents.
15			Bidders have to fill the buyback price of Old AC irrespective of type of AC.
16	Section 4 - Bidding Forms Group-D Item No. 7	Buyback of Old ACs	
17	Section 4 - Bidding Forms Group-C Item No. 2 & 3	Mandatory Schedule: The items in the schedule will be considered for bid evaluation. Inland transportation including loading, unloading and transfer to Site, insurance and other costs incidental to delivery.	Mandatory Schedule: The items mentioned in the Price schedule (A/B and C) will be considered for bid evaluation. It is clarified that the lowest bidder will be finalized on the basis of cumulative sum of the price's quoted for goods & services i.e. Sum of Schedule A/B & Schedule C. Price Schedule mentioned in Part.D shall not be considered for evaluation purpose.
18		Mandatory Schedule: The items in the schedule will be considered for bid evaluation. Installation of AC at various location as per RFP (Including Dismantling of old ACs, copper pipe connections etc.)	



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19	Section-8 Special Conditions of Contract Para No. GCC 18-1, Clause No. 2	The PS must be valid to cover Delivery Period + Warranty Period of one year. In case Bidder provides PS for shorter duration, it shall be for a minimum period of 4.3 years and EESL reserves right to invoke PS in case extended PS/fresh PS is not furnished at least /60 days prior to expiry of original PS.	The PS must be valid to cover Delivery Period (12 Months) + Warranty Period (5 year). In case Bidder provides PS for shorter duration, it shall be initially for a minimum period of 3 years + Delivery period and should submit 60 days prior to expiry of original PS for balance time period. EESL reserves right to invoke PS in case extended PS/fresh PS is not furnished at least /60 days prior to expiry of original PS.
20	Section-8 Special Conditions of Contract Para No. GCC 16-1, Clause No. 2 (Other Terms & Conditions Related to payment Terms)	Payment will be made to the bidder within 30 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of LOA duly accepted & certified by EIC, EESL.	EESL may accept invoices from the vendor on weekly basis & Payment will be made to the bidder within 30 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of LOA duly accepted & certified by EIC, EESL.
21	Section-6 Schedule of Supply Point No.1 Scope of Work, Bullet. No. 21	Delivery of all at respective site shall be within 2 days (working hours) from the date of written communication/or any other medium PO given to the bidder for the particular consumer. The Supplier should acknowledge the receipt of the Purchase Order within 24 hours days of its receipt.	Delivery at respective site shall be within 3 days (72 working hours) from the date of written communication/or any other medium PO/schedule given to the bidder for the particular consumer. The Supplier should acknowledge the receipt of the Purchase Order within 24 hours days of its receipt. However if the order is received beyond the working hours (after 06:00PM) then the working hours will count from next day onwards. Working hours will be considered as 10:00 - 18:00 hrs(IST).
22	Section-8 Special Conditions of Contract Para No. GCC 16-1, Clause No. 1 (payment Terms) Part-D	<ul style="list-style-type: none"> <li>Additional warranty: These charges shall be paid if the consumer opts for this facility at the end of each year i.e.at the end of the 2<sup>nd</sup> and 3<sup>rd</sup> year. <ul style="list-style-type: none"> <li>The aforementioned conditions shall be applicable for supply and installation of a minimum lot 100 ACs.</li> </ul> </li> </ul>	Additional warranty: These charges shall be paid by consumer, if the consumer opts for this facility at the start of each year i.e.at the start of the 2 <sup>nd</sup> and 3 <sup>rd</sup> year.
23	Section-6 Schedule of Supply Point No.1 Scope of Work, Bullet. No. 17	The bidder may please note that payment for all the items listed in the Schedule titled "Price schedule for related services & optional related services to be offered from outside and within the purchaser's country" will be made directly by the consumers. EESL would be making payment to bidders only for all the items mentioned under the following Schedule "Price schedule for goods to be offered from within or outside the purchaser's country".	The bidder may please note that payment for all the items listed in the Schedule titled "Price schedule for optional related services to be offered from outside and within the purchaser's country" will be made directly by the consumers. EESL would be making payment to the selected bidder for the following: <ol style="list-style-type: none"> <li>Cost of Goods i.e. as per Schedule A/B</li> <li>Cost of Inland Transportation as per Item No. C3 of Schedule C</li> <li>Cost of Installation of AC as per Item No. C2 of Schedule C (If Opted by the consumer during the time of placing an order)</li> <li>Cost of Outdoor Unit Stand as per Item No. C1 of Schedule C (If Opted by the consumer during the time of placing an order)</li> </ol> <b>Note:</b> However, EESL would neither accept the order & nor paid for the items mentioned in the Schedule D: Price Schedules for Optional Related Services to be offered from outside & within the purchaser's Country.
24	Section-6 Schedule of Supply Point No.1 Scope of Work, Bullet. No. 20	The successful Bidder will be responsible to execute the work of particular consumer as per the timeline given	Exact delivery schedule & Purchase orders shall be shared to the successful bidder post the letter of award



25	Section-6 Schedule of Supply Para No.1 Penalties & LD, Clause No. C(i)	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. 200 per AC per day from the due date of replacement to the actual date of replacement / A complaint management procedure will be incorporated to resolve such issues.	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. 200 per AC per day from the due date of replacement to the actual date of replacement / A complaint management procedure will be incorporated to resolve such issues.
26	Section 4 - Bidding Forms Group-A & Entire Bid Document Section-6 Schedule of Supply Point No.2, Tech. Specs, S. No. 7	Supply of 25.4 ISEER 1.5 TR Split AC's. (Inclusive of 1 year comprehensive warranty and 05 years warranty on compressors)	Supply of 25.4 ISEER 1.5 TR (= 5275 W) Split AC's. (Inclusive of 1 year comprehensive warranty and 05 years warranty on compressors.
27		All tubes and coils of the indoor unit, outdoor unit and accessories must be protected with a epoxy based corrosion resistant coating.	All joints & bands of tubes and coils of the indoor unit, outdoor unit and accessories must be protected with a epoxy based corrosion resistant coating.
28	Section-8 Special Conditions of Contract Para No. GCC 16.1, Clause No. 2 (Other Terms & Conditions Related to payment Terms)	To be incorporated	Forex Gain/Losses: Any foreign currency gain/losses shall be borne by bidder. Foreign bidder, who has quoted the prices in USD, prices in LoA shall also be expressed in INR using RBI reference rate prevailing on the day of deadline for bid submission. The payment shall be made in USD, equal to corresponding INR amount using RBI reference rate prevailing on the day of payment. Bidder may take suitable action to hedge/cover the fluctuation risk.
29	Section-8 Special Conditions of Contract Para No. GCC 16.1, Clause No. 2 (Additionally the successful bidder should have submitted the following documents)	Additionally the successful bidder should have submitted the following documents before submitting his first bill: I. Submission of Project Implementation plan duly accepted by Engineer-in-Charge (EIC), EESL. II. Submission of Performance Security (PS) as per relevant PS clause. III. Submission of Product clearance Report as per tender conditions duly certified by representative of EESL. IV. Authenticated documents related to arrangements/ tieup in India with respect to after sales services as per scope of work with satisfaction to EESL.	Additionally the successful bidder should have submitted the following documents before submitting his first bill: I. Submission of Project Implementation plan duly accepted by Engineer-in-Charge (EIC), EESL. II. Submission of Performance Security (PS) as per relevant PS clause. III. Submission of Product clearance Report as per tender conditions duly certified by representative of EESL. IV. Authenticated documents related to arrangements/ tieup in India with respect to after sales services as per scope of work with satisfaction to EESL.



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