

**Amendment no.-1**

Ref: NIT/Bid Document No.: EESL/06/2020-21/OCB-SEAC/212204003/Amdt-1

Dated: 04.06.2021

To,  
M/s .....

SUB: **Amendment no. 1** against NIT/Bid Document No.: EESL/06/2020-21/OCB-SEAC/212204003 for “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”.

References:

1. NIT/Bid Document No. EESL/06/2020-21/OCB-SEAC/212204003, E-tender Id – 1764 dated 01-05-2021.

Dear Sir/Madam,

1. Following Amendment(s) are hereby authorized by Competent Authority. Detailed amendments and clarifications are attached at Annexure-I. Please refer the attached document.

The Bid Schedule mentioned in Section- 2 – Bid Data Sheet (ITB-23.1(b)) is amended as below: -

Description/Query/ Clarification Required	As per RfP/Amendment	Amended As
Document Sale Date & Timing i.e. Last Date for downloading RfP from website	On 14.06.2021 (up to 1400 hours IST).	<b>Extended up to 21.06.2021 (up to 1400 hours IST).</b>
Online Bid Submission Time	On 14.06.2021 (up to 1430 hours IST).	<b>Extended up to 21.06.2021 (up to 1430 hours IST).</b>
Technical E-Bid Opening Date & Time	On 14.06.2021 at 1500 hours IST.	<b>On 21.06.2021 at 1500 hours IST.</b>

However, the prospective bidders are advised to regularly keep visiting and checking the E-Procurement portal website (<https://eesl.eproc.in>) for any further forthcoming information/ notice(s)/ developments/amendment(s)/ clarification(s) regarding the subject Tender.

Rest all the terms and conditions of the RfP and subsequent amendments remains unchanged.

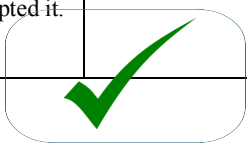
Thanking You,

For and on behalf of EESL

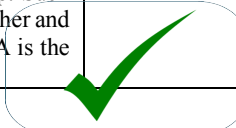
Sd/-  
AM (SCM)

S.N o.	Tender Reference No & Page No.	As per RFP/Subsequent Amendments	Pre bid Query	Amendment/Clarification
1.	Section 8 - GCC - Payment Security, Overall Page No. 163.	<p>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> <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> <p><b>BG advising message – IFN 760COV / IFN 767COV via SFMS Field Number Particulars (to be mentioned in Row 1)</b> <b>7037 EESL543840944</b></p>	<p>1. Performance Security : Warranty term to be clarified . Performance Security of 10% of the order value ( to be given in 2 equal parts ) of each lot is too high, it is an investment for the OEM's for the minimum 18 months , we all know the past records of such requirements which translated into very less actual sales. Suggest to have no performance security or Maximum it can be incorporated as 10 equal parts of the contract basic value lot wise which again can be replenished on completion of the similar value of business.</p> <p>2. We would request for considering only 5% PBG that also has to be valid only till complete warranty period of machine (1 year) in order to make the product competitive in the market. We suggest to take PBG for smaller lots within each of the allocated lots in order to avoid capital blockage of the OEM.</p> <p>3. BG for 10% of the respective lot value - Too high and should be limited to 5% else it is a burden on the supplier</p> <p>4. The BG Shall be valid for Delivery period + warranty period + 3 month claim period - The warranty period considered will be 1 year</p> <p>5. Due to current Covid pandemic situation &amp; 3rd Wave expected, volumes of offtake may vary, request for considering BG for a particular in lot of 10000 units @ 10% of BG for 1000 units initially &amp; on offtake of 800 units by EESL we will replenish BG on another 1000 no's &amp; so on.</p>	<p><b>Amended As:</b> 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 5% of LoA value. However, Bidder(s) shall have the option to submit the Performance Security (PS) in four equal parts:</p> <ul style="list-style-type: none"> <li>• 25% of total PS value at time of award of work.</li> <li>• 25% of total PS value after delivery of material equal to 20% of Quantity as per LoA.</li> <li>• 25% of total PS value after delivery of material equal to 45% of Quantity as per LoA.</li> <li>• Remaining 25 % of total PS value after delivery of material equal to 70% of Quantity as per LoA.</li> </ul> <p>The PS shall be denominated in INR/USD. The Bank Guarantee shall be valid for Delivery Period i.e. 6 Months + Warranty Period i.e. 10 years + 3 months claim Period. (Extendable in ratio with the contract) 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> <p><b>BG advising message – IFN 760COV / IFN 767COV via SFMS Field Number Particulars (to be mentioned in Row 1)</b> <b>7037 EESL543840944</b></p>
2.	Section 8, GCC 16.1 Payment Terms, Overall Page Number 162	<p>Supply of Air Conditioner*</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 20% of Machine cost upon installation verified by EIC (If opted) or proof of installation submitted by the vendor.</li> </ul> <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"> <li>• 5% of machine cost, release after the end of PCB Warranty period i.e. after 5 years.</li> <li>• 5% of machine cost, release after the end of compressor warranty period i.e. after 10 years.</li> </ul> <p><b>Installation:</b></p>	<p>1. The payment terms should be delinked with the installation. • Keeping 5% as a retention for 10 years will impact on the cost of product. Hence requesting you to look an another option.</p> <ul style="list-style-type: none"> <li>•</li> </ul> <p>2. Payment Terms to be kept as below ;</p> <ul style="list-style-type: none"> <li>- For Supply 100% against delivery and on submission of invoice if required .</li> <li>- For Low Side within 15 days from the date of submission of installation invoice and installation report .</li> <li>- AC Disposal Certificate should not be linked with the payment , it will be given by the OEM's in minimum 3 month time for the replacement cases .</li> </ul> <p>3. As per tender 5% of the payment will be held up for 5 years (PCB warranty) &amp; another 5% up to 10 years (compressor</p>	<p><b>Amended As:</b> Payment Terms will be as follows: Supply of Air Conditioner*</p> <ul style="list-style-type: none"> <li>• 78% 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.</li> <li>• 20% of Machine cost upon installation and duly verified by EIC (If opted) and proof of installation submitted by the vendor.</li> </ul> <p>Note: If customer does not opt the installation service then 98% of the machine cost will be released after the delivery of the material.</p> <p>• 2% of machine cost, would be released after the end of Compressor warranty period (10 Years).</p>

Signature :-  
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0280c211826021a5b27e8e80d01310E0H, OID.25.4.57-110003, OI  
0064003, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
Serial No : 1390DRA  
PB : p.kumar(Prashant Kumar)  
Date : 04-06-2021

		100% of installation cost upon successful installation & commissioning of machine.	<p>warranty) - It will lead to additional cost for the OEM which will result in price being in competitive compared to market. So we request for no retention money to be held up however we will be giving PBG for the same purpose</p> <p>This will lead to a sticky situation as there may be number of invoices raised during the period and collecting the balance after 5 or 10 years will not be possible and value of money will be come 50% to 25%. Complete 100% payment to be released within 30 calendar days</p> <p>Compressor cost is Rs. 4500 - Failure rate is less than 1%.</p> <p>PCB cost is Rs. 2500 - Failure rate is less than 0.5 %.</p> <p>100% of installation on successful installation and commissioning of the machine- Payment for partial qty installation needs to be given within 30 days of invoice submission .</p> <p>4. a) To release 100% of machine cost upon delivery of material at site. Otherwise commercially it will not viable OEM to participate.  b) Do not combine installation with supply of machine, as installation need to be done on the basis of site condition &amp; clearance, sometimes it take more time due to site conditions.  c) PCB SHOULD BE REMOVED FROM Warranty as its not offered by the industry &amp; it will increase the cost offering to customer by EESL.  d) 5% should not be at hold for 10 years Inverter compressor warranty: Inverter Compressor Price. Rs. 5000/-  Inverter Compressor failure rate % of FG in a year. 0.05%  Inverter Compressor failure rate % of FG in 9 years. 0.45%  Compressor failure cost per unit in 9 years Rs 22.5 We are ready give 10% of BG on the basis of above calculation of compressor cost for 9 Years to cover Warrant of compressor.</p>	<p><b>Installation:</b>  100% of installation cost upon successful installation &amp; commissioning of machine and supplier may raise the invoices for installed units on fortnightly basis.</p> <p>Payment shall be made to the purchaser, no later than 30days after submission of invoice along with relevant documents signed by EESL Representative.</p>
3.	Section 8, 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.	<p>Typographical Error</p> <p>Remove the LD clause, since there are multiple reason in delivery of product, Unavailability of customer , stocks , state regulation. EESL to provide schedule for the forecast of supply of air-conditioners 30 days in advance.</p>	<p><b>Amended As:</b>  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% (Five 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.</p>
4.	Section 7: General Conditions of Contract, 16.3 Page no.	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.	<p>All Payment to be process with max 30 days, no delay in payment process</p>  <p>Signature :-  Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=110003, 2.5.4.65=b4f237d057e9515b10ac0850510b8c47e8243dc5d9051b0065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  User-ID=pransaurabh  Serial No : 1390DBA  PB : p.kumar(Prashant Kumar)  Date : 04-06-2021</p>	<p><b>Amended As:</b>  Payments shall be made promptly by the Purchaser, no later than 30 days after submission of an invoice along with POD or request for payment by the Supplier, and the Purchaser has accepted it.</p>

5.	Section 3, Clause Number 3.9.2 Evaluation Criteria.	<ul style="list-style-type: none"> <li>• Price Bid's evaluation will be carried out based on the unit rate's quoted by each bidder in Schedule-1/Schedule-2:</li> <li>• <b>For Indian Bidder:</b> The Indian Bidder has to submit online bids in the Price Schedule 1 titled "Price Schedule for Goods to Be Offered from Within India" &amp; Price Schedule 3 titled "Price Schedule for Related Services to be offered from Inside &amp; Outside India" of the respective Lot.</li> <li>• <b>For International Bidder:</b> 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" &amp; Price Schedule 3 titled "Price Schedule for Related Services to be offered from Inside &amp; Outside India" of the respective Lot.</li> <li>• The price bids shall be evaluated as per the grand-total price of all BOQ items for the respective lots separately: <ul style="list-style-type: none"> <li>• For Indian Bidders: Grand total of Schedule 1.</li> <li>• For Foreign Bidder Grand total of Schedule 2.</li> </ul> </li> <li>• The illustrative format &amp; notes for price bid shall be referred in Section 4 (Bidding forms).</li> <li>• Schedule 4 is for Related Services to Be Offered from Outside &amp; 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.</li> <li>• For comparison, responsive bids shall be classified in one of the following two groups: <ul style="list-style-type: none"> <li>• q Group A: bids exclusively offering goods manufactured in the country of the borrower i.e. Schedule 1 &amp; services offered in Schedule 3</li> <li>• Group B: bids offering goods manufactured abroad that have been already imported or that will be directly imported i.e. Schedule 2 &amp; services offered in purchasers' country i.e. Schedule 3</li> </ul> </li> <li>• 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.</li> <li>• 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.</li> </ul>	<p>Will Schedule 1 be the only evaluation factor or total of Schedule 1 and 3 shall be the deciding lowest bidder.</p>	<p><b>Amended and clarified As:</b></p> <ul style="list-style-type: none"> <li>• Price Bid's evaluation will be carried out based on the unit rate's quoted by each bidder in Schedule-1/ Schedule-2 <b>and Schedule -3.</b></li> <li>• <b>For Indian Bidder:</b> The Indian Bidder has to submit online bids in the Price Schedule 1 titled "Price Schedule for Goods to Be Offered from Within India" &amp; Price Schedule 3 titled "Price Schedule for Related Services to be offered from Inside &amp; Outside India" of the respective Lot.</li> <li>• <b>For International Bidder:</b> 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" &amp; Price Schedule 3 titled "Price Schedule for Related Services to be offered from Inside &amp; Outside India" of the respective Lot.</li> <li>• The price bids shall be evaluated as per the grand-total price of all BOQ items for the respective lots separately: <ul style="list-style-type: none"> <li>• For Indian Bidders: Grand total of Schedule 1 and Schedule 3.</li> <li>• For Foreign Bidder Grand total of Schedule 2 and Schedule 3.</li> </ul> </li> <li>• The illustrative format &amp; notes for price bid shall be referred in Section 4 (Bidding forms).</li> <li>• Schedule 4 is for Related Services to Be Offered from Outside &amp; Within the Purchaser's Country. 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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.</li> <li>• 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.</li> <li>• 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</li> </ul>
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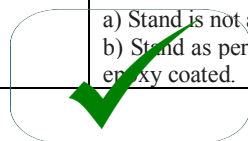


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User ID : Pran.saurabh  
Serial No : 1390DBA  
PB : p.kumar(Prashant Kumar)  
Date : 04-06-2021

		<ul style="list-style-type: none"> <li>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."</li> <li>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.</li> <li>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.</li> <li>Here, Group-A stands for Schedule-1 &amp; Group B stands for Schedule-2</li> </ul>		<p>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."</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Here, Group-A stands for Schedule-1 &amp; Group B stands for Schedule-2</li> </ul>		
6.	Price Bid Schedule -4	<table border="1"> <tr> <td>4 kVA Stabilizer</td> </tr> <tr> <td>5 kVA Stabilizer</td> </tr> </table>	4 kVA Stabilizer	5 kVA Stabilizer	<p>Though Stabiliser is not needed with SEAC, still if required please mention the range of the stabiliser.</p> <p>No tech specs mentioned on voltage range , metal winding type etc. Since Inverter machines are having stabilizer free / Inbuild stabilizer operation separate stabiliser requirement may be removed.</p>	<p><b>Clarified as:</b></p> <p>No Change</p> <p>Voltage range should be as per SEAC Voltage operating range along with 100% copper binding. The bidder should ensure that the stabilizer should be ISI marked and / or ISO-9001 certified (if required).</p>
4 kVA Stabilizer						
5 kVA Stabilizer						
7.	Section-6 Scope of Work Bullet No-2	One-year comprehensive warranty on entire machine, 5 Years on PCB & 10 years warranty on compressor.	Warranty as per Industry : 1 year on Machine + 10 Year on Inverter Compressor for both Retail & Institution Customer. 5years PCB warranty should be removed.	<b>Amended As:</b> One-year comprehensive warranty on entire machine & 10 years warranty on compressor.		
8.	Section 6. Scope of work , Clause No. 5.1 -Technical Specifications	ISEER (Indian Seasonal Energy Efficiency Ratio): Greater than or equal to 5.8	1.0 Ton of ISEER 5.8 will not be a much consumed category. In 5 star Inverter Split AC category 1.0 ton merely contributes 4% , Just for the sake of few brands having it, it shouldn't be incorporated in the bid .	No Change.		
9.	Section 6. Scope of work , Clause No. 5.1 -Technical Specifications	PCB and Overall AC Unit. – 5 years warranty	<p>PCB Warranty to kept as one year which is standard as per industry norms.</p> <p>We propose to give 1-year warranty on entire machine as per industry standard in order to make the product competitive in market.</p>	<b>Amended As:</b> One-year comprehensive warranty on entire machine & 10 years warranty on compressor.		
10.	Section 6. Scope of work , Clause No. 5.2 -Technical Specifications	Refrigerant Unit - Warranty of 5 years on refrigerant leakage	<p>Refrigerant circuit warranty on refrigerant leakage is not required because the reason may be external as well viz. handling of AC, dismantling &amp; re-installation. AC installed in highly corrosive environment. Bidder can't cover under AMC's for the consecutive years.</p>	<b>Amended As:</b> One-year comprehensive warranty on entire machine & 10 years warranty on compressor.		

Subject : LW-PSA-1 (L1), Bid No. 1, SERIAL NUMBER=573882590510285721, Bid ID=145283026  
 188df231826021aa2b2778a804d\_ST/DELHI\_OID 2 5 4 17= 110003\_OID  
 9065e003c\_GU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C-IN  
 11b14b34  
 Serial No. : 133666X  
 PB : p.kumar(Prashant Kumar)  
 Date : 04-06-2021

11.	Section 8 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.	warranty period to be for 1 year	<b>Amended As:</b> 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 as specified in Section 6.
12.	Section 6. Scope of work , Clause No. 5.2 -Technical Specifications	Standard Installation Kit: 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. 3 meter refrigerant pipes and insulation, electric cables(3 core 2.5 Sqmm), drain pipe(25mm thick Hard PVC including insulation)-Mesh pipe Note: Testing would be at 5 meter as per IS 13912 Part 2, clause 8.1	Standard Installation kit should be 3 m refrigerant pipes with 3 m electrical cable with insulations.  Testing would be on 3 m piping instead of 5 m as per the latest IS laid down norms.  We would provide Standard Installation kit which includes 3 metres copper pipe with insulation, 3 metre electric cable. In order to modify the standard installation kit the entire product packaging need to be re-worked which is not feasible for the contracted quantity.  Installation kit does not contain Drain pipe. This has to be in the low side item	<b>Amended As:</b> Standard Installation Kit: 3 meter refrigerant pipes and insulation, 3 meter proper insulated electric cables (3 core 2.5 Sqmm).  Apart from the above: Successful bidder have to ensure the supply & quality of following along with the standard installation kit: - 3 meter drain pipe(25mm thick Hard PVC including insulation)- Mesh pipe - 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. Testing would be on as per the latest IS laid down norms & BEE Schedules/guidelines.
13.	Section 6. Scope of work , Clause No. 5.2 -Technical Specifications	Maximum Indoor Sound Pressure level (dB) - $\leq 48$ db at the highest rpm Maximum Outdoor Sound Pressure level (dB) - $\leq 60$ db	IDU and ODU Noise level to be written as per IS Standards.  2. a) All product specification as per the Standard OEM/ Brand technical Specification, Installation kit comprises of 3m copper with insulation & 3 m cable only b) PCB Warranty should be remove form technical specification. c) Warranty : Refrigerant circuit leakage warranty for 5 years should be removed from Technical specification. d) Accessories & Installation Items : All installation , accessories and installation material are not part of technical specification and be separate item. e) DB level for IDU & ODU be as per IS Specifications. Testing can be done at 3 m in spite of 5 m as per IS amended	<b>Amended As:</b> IDU and ODU Noise level to be as per latest IS Standards & BEE Schedules/guidelines.
14.	Section - 4, Price Schedule-1 & Price Scheule- 2 Price Bid & Section - 6 Clause No. 2 BOQ. & Clause No. 1 - Scope of work.	Epoxy Coated Outdoor Unit Stand with Isolated vibrator Pads	Epoxy Coated ODU stand to be replaced with Powder coated ODU Stand.  Epoxy stand is not an industry standard & implementation of the same will delay execution at site level & also the quality of installation can be compromised.  This is a low side item and available in MS Powder coating . MS Powder coated to be allowed	<b>Amended As:</b> Powder Coated Outdoor Unit Stand (L Type).

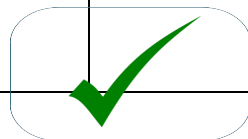


a) Stand is not an standard material supplied by OEM / Brand  
b) Stand as per Industry Standard supplied as Powder coated epoxy coated.

Subject : EN-PRAN SAURABH, SERIAL NUMBER=0738E3E94C5172295721b2c14c32a3d2E  
b8c4fe231826021a35b27a11801d; ST/DEL/UID 2 5 A 12-1110093; OI  
0065e093c; OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : Pran.saurabh  
Serial No : 122000A  
PB : p.kumar(Prashant Kumar)  
Date : 04-06-2021


15.	Section 4 – Price Bids Schedule 1.	Epoxy Coated ODU Stand (L Type)- Cast Iron	ODU Stand to be kept in Schedule 3 for uniform GST application with Low Side jobs.	<p><b>Clarified As:</b></p> <p>No Change in the position of Stand in Schedule 1.</p> <p>However, Epoxy Coated may be read as Powder Coated.</p>
16.	Section 6: Schedule of Supply Delivery Of Material	<ul style="list-style-type: none"> <li>The successful Bidder will be responsible to execute the work of particular consumer as per the timeline given in as follows:           <p><b>Retail Consumers</b></p> <ul style="list-style-type: none"> <li>Confirmation of Order/raising of Invoice to EESL: within 12 hours of order.</li> <li>Delivery of Material at Site: Within 3 days for Metro cities &amp; 7 days for other cities after confirmation of order.</li> <li>Installation of ACs at Site: Within 48 hours of post receipt of delivery.</li> <li>Submission of Work Completion report to EESL: Within 48 hours of Installation</li> </ul> <p><b>Institutional Consumers</b></p> <ul style="list-style-type: none"> <li>Confirmation of Order/raising of Invoice to EESL: within 12 hours of order.</li> <li>Delivery of Material at Site: Within 21 days after confirmation of order</li> </ul> <p><i>Note: Sundays &amp; Gazetted holidays will not be count.</i></p> </li> </ul>	<p>1.Successful bidders to be given an option to serve retail and Institutional customers For Institutional Customer delivery to be made 30 days from 21 days ( as per the RFQ ) from the date of confirmation of order from EESL For Retail customers it should be mandatorily the metros and the delivery/installation to be completed within 15 days from the date of the confirmation of the order .</p> <p>We would request to curtail the retail consumer programme to limited town in order to reduce overall inventory blocked for these orders at the brand warehouses.</p> <p>2.a) Raising of invoice is not possible in 12 Hours: Change it to 48 Hours</p> <p>b) Delivery Not possible in 3 Day:</p> <p>c) Min 7 working days for Metro &amp; 10 working days in other Cities for retail customers.</p> <p>d) Installation of Ac at Site: Not possible in 48 Hr's, depends on site conditions &amp; qty. For retail it should be 3 working days &amp; Institution with in 30 days. Delivery of Material at Site: It should be minimum 30 days.</p>	<p><b>Amended As:</b></p> <ul style="list-style-type: none"> <li>The successful Bidder will be responsible to execute the work of particular consumer as per the timeline given in as follows:           <p><b>Retail Consumers</b></p> <ul style="list-style-type: none"> <li>Confirmation of Order/raising of Invoice to EESL: within 12 hours of order.</li> <li>Delivery of Material at Site: Within 4 days for Metro cities &amp; 7 days for other cities after confirmation of order.</li> <li>Installation of ACs at Site: Within 48 hours of post receipt of delivery.</li> <li>Submission of Work Completion report to EESL: Within 48 hours of Installation</li> </ul> <p><b>Institutional Consumers</b></p> <ul style="list-style-type: none"> <li>Confirmation of Order/raising of Invoice to EESL: within 12 hours of order.</li> <li>Delivery of Material at Site: Within 21 days after confirmation of order</li> <li>Installation of ACs at Site(For every 50 ACs Lot ): Within 15 days of post receipt of delivery/site clearance whichever is later.</li> </ul> <p><i>Note: Sundays &amp; Gazetted holidays will not be count.</i></p> </li> </ul>
17.	Section 6 – Clause No. 5 Penalty and Liquidity Damages	<p>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. Penalties for non-fulfillment of minimum uptime requirement (Refer B.2) and delays in Rectification of AC faults shall be:</p> <p>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.</p>	<p>1. Penalty clause of Rs. 100 per hour is too harsh in the event of complaint resolution within 48 hours, request for it moderation. Our suggestion complaint resolution time as 5 working days and penalty @ Rs. 100 / day.</p> <p>TAT for service complaint resolution should be minimum 96 hours in city location &amp; more for interior location. The penalty of Rs. 100 per hour is also too harsh for the OEM and it needs to be waived off.</p> <p>2. TAT as given is not practical . To change to Response time as below : To attend to complaints within 40km from metro / mini metro support base on the same day if complaint is logged by 1 pm . For complaint logged post 1 pm complaint will be attended next day by 1 pm . For Non metro it will be 12 working hours for call attending . For installation between 40-60 km from support base it will be attended within 24-48 hrs if logged before 1 pm and 48- 72 hrs if logged post 1 pm. For locations beyond 100km from support base it will be 48-96 hrs . All duration to be considered post logging the complaint in Supplier call centre with complete details . Down time will</p>	<p><b>Amended As:</b></p> <p>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. Penalties for non-fulfillment of minimum uptime requirement (Refer B.2) and delays in Rectification of AC faults shall be:</p> <p>In order to address complaints, warranting replacement of complete unit/compressor (Major faults like compressor replace/Gas Charging/Fan Motor replacement/Coil replacement/PCB Replacement), the said complaints shall be resolved within 7 days &amp; the minor faults (Like water leakage, short circuit/electrical faults, PM service etc.) shall be resolved within 48hour. 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 /</p>

		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.	be additional 24 hrs for minor complaint and 48 - 72 hrs for major complaint . Spare part replacement of PCB/Motor/compressor and gas charging to be in major complaint  3. Minor Complaints will be resolved within average 48 working hours & major complaints like compressor replace/Gas Charging/Fan Motor replacement/Coil replacement/PCB Replacement will be addressed within average 72 working hours. Mandatory to log the call at Customer care.  LD clause to is very stringent, request for to remove.	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.																								
18.	Section 2, ITB 21.1,	<table border="1"> <thead> <tr> <th colspan="4">The Bidder shall furnish a bid security as mentioned below: Bid Security</th> </tr> <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>	The Bidder shall furnish a bid security as mentioned below: Bid Security				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	Bank Guarantee in the form of EMD @ 35 lacs for 180 days for each lot is too high in the current times which means we have to invest 1.05 Cr if participating in 3 lots. Consider if this can be further moderated for the OEM's to participate.	No Change
The Bidder shall furnish a bid security as mentioned below: Bid Security																												
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4.	Lot No. 4	32,00,000	45,000																									
19.	Section 6: Schedule of Supply  Old AC Safe Disposal report Page 56, 57 & 73	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.	We request for modification & extension in timeline for submission of buyback machine certification as per India Environment Protection Act - Minimum 4 months.	<b>Amended As:</b>  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 handling, storage and disposal as per India's Environmental Protection Act and its subsequent amendment thereof if any.																								
20.	Section 6: Schedule of Supply  Old AC Safe Disposal report Page 56	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	<p>1.</p> <p>a) Buy Back certificate will be submitted with in 4/5 months period</p> <p>b) All the e-waste management companies pick material on MT basis &amp; we need to consider transport time from dealer to E waste management company &amp; then processing time &amp; then issuance of E-Waste certificate.</p> <p>2. Requires 120 days for submission and should not be linked with payment .</p> <p>3. 100-120 days to be provided for this . This Needs to be for institutional customer only .</p>	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 100 days of pickup the old ACs.																								
21.	Section 6: Schedule of Supply Page 57	The bidder has to provide 2 free of cost services mandatory in a year.	<p>a) As per the Industry norms 2 PM Dry</p> <p>b) PM services to be provide during the warranty period 1 year.</p> <p>C) To avail this service it is mandatory for customer to register PM Call at customer care no.</p>	<b>Amended As:</b>  The bidder has to provide 2 free of cost preventive maintenance services (1 dry + 1 wet) mandatory in a year.  Bidder have to ensure the product registration at their customer cell & also ensure the timely delivery of 2 free of cost preventive maintenance services (1 dry + 1 wet) in a year as per the convenience of customer.																								



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Subject : CN=PRAN SAURABH, SERIALNUMBER=b738e3c94c817e288721b2c14c32a3d2f1c8dcfe231826021aa5b27a8a802d, ST=DELHI, OID.2.5.4.17=11000300065e003c, OU=SCM, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
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User ID : Pran.saurabh  
Serial No : 1390DBA  
PB : p.kumar(Prashant Kumar)  
Date : 04-06-2021



22.	Section 3 – 2.2.1 Contractual Experience.	<table border="1"> <thead> <tr> <th rowspan="2">S r N o</th> <th rowspan="2">Lot No</th> <th colspan="2">Minimum contract Value for one contract</th> <th colspan="2">Minimum contract value for two contracts each</th> <th colspan="2">Minimum contract value for three contracts each</th> </tr> <tr> <th>(INR Crore)</th> <th>(Million USD)</th> <th>(INR Crore)</th> <th>(Milli on USD)</th> <th>(INR Crore)</th> <th>(Millio n USD)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Lot No .1</td> <td>37.12</td> <td>5.1</td> <td>29.70</td> <td>4.1</td> <td>22.28</td> <td>3.1</td> </tr> <tr> <td>2</td> <td>Lot No .2</td> <td>37.12</td> <td>5.1</td> <td>29.70</td> <td>4.1</td> <td>22.28</td> <td>3.1</td> </tr> <tr> <td>3</td> <td>Lot No .3</td> <td>37.12</td> <td>5.1</td> <td>29.70</td> <td>4.1</td> <td>22.28</td> <td>3.1</td> </tr> <tr> <td>4</td> <td>Lot No .4</td> <td>33.92</td> <td>4.7</td> <td>27.14</td> <td>3.8</td> <td>20.36</td> <td>2.8</td> </tr> </tbody> </table>	S r N o	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)	(Milli on USD)	(INR Crore)	(Millio n 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	<p>1. The eligibility criteria of performance experience for a single contract for more than 37.12 Cr should be considered for all 4 lots. Not for a single lot.</p> <p>Contractual Experience which says the qualifiers to have minimum 23 Crs of 3 contracts whereas the annual turnover is asked as 58 Crs. This is bring to your consideration all the OEM's participated are minimum of 5000 Crs of Annual Turn Over and none of the OEM's will be having 37 Crs, 30 Crs and 23 Crs of executed contractual experiences of 1, 2 and 3 contracts respectively. Need clarification on this. Suggestion: EESL can mention the annual turnover of 3000 Crs as the qualifying criteria</p> <p>2. Values required in Cr for qualification may not be applicable for the Industry, Criteria should be TO.</p>	No Change.
S r N o	Lot No	Minimum contract Value for one contract			Minimum contract value for two contracts each		Minimum contract value for three contracts each																																											
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4	Lot No .4	33.92	4.7	27.14	3.8	20.36	2.8																																											
23.	Section 6: Summary of Lots, Clause No. 3 – Completion Period and Supply Schedule and Section 4 Price Bid	Lot 1 and Lot 4 - Northern (DL, HR, PB, CH, HP ) Northeast (SK, MG, TR, MZ, MN, NG, AS) North Central (UP, UK)	<p>Cost of operation in north-eastern region is high &amp; therefore the procurement for this particular region should be considered in a separate lot altogether.</p> <p>Lot of North Eastern states to be mentioned separately since it incurs higher logistics costs .</p> <p>Northern, North central and North east are clubbed in 1 lot- Considering the pandemic situation only soft copy submission to be allowed</p> <p>a) Please make Lot size separate for the Northeast state. B) Delivery period to these location will be higher to these state for both retail &amp; institution customer</p> <p>a) Restrict the delivery city to few Metros city as per Last year sales data. b) Delivery : Majorly Delhi NCR &amp; In North main city: Jaipur/Lucknow/Chandigarh. C) EESL will give the tentative Qty dispatch plan at least 30 days before for both Institution &amp; retail Customer d) Stock as per plan for retail customer to be purchased by EESL or their Sales Partner (ESCO) to minimize the warehouse costing on OEM/Brand e) For Institution Customer : the delivery will be directly from Factory of Brand/OEM for good qty orders. f) All delivery location/ Qty should be as per the previous available sales data and the present Covid-19 Pandemic , which is expected for third wave.</p>	<p><b>Clarified as:</b> No Change in Regions.</p> <p>(The maximum quantity would be allocated to North-eastern region will be limited to 10% of the lot value).</p>																																														
24.	Section-4, Price Bid Format Schedule-3	<p>Additional Comprehensive On Site Warranty for one year i.e. for 2nd year post expiry of 1st year standard warranty</p> <p>Additional Comprehensive On Site Warranty for one year i.e. for 3rd year post expiry of 2nd year warranty</p>	<p>Plastic and sheet metal parts are not be covered under AMC/ Additional comprehensive warranty .</p> 	<p><b>Clarified as.</b> No Change.</p>																																														

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User ID : Pran.saurabh  
Serial No : 120009A  
PB : p.kumar(Prashant Kumar)  
Date : 04-06-2021

	Lot-1, Lot-2, Lot-3 & Lot-4			(Plastic and sheet metal parts will not be covered under AMC/ Additional comprehensive warranty).
25.	Section-2, ITB23.1, point No.6	Deadline for submission of the original documents as required in the sub-clause ITB11 of Section 2: Bid Data Sheet of Bid Document	Considering the pandemic situation only soft copy submission to be allowed	No Change.
26.	GCC 16.1 Payment Terms(i)	Invoice to be submitted with all Requisite respective documents signed and stamped by EESL'S ,EIC / Authorised rep at designated delivery location	Authorised representative will mean any person from the buyer / user to whom the machine is being delivered	No Change.
27.	GCC 16.1 Payment Terms(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.	This may not be feasible as some sites may not be ready for installation . Holding of the supply payment in such cases is not to be done . There will be 2 invoices one for supply and one for installation . Machine supply not to be linked with installation . Prorata payment to be done for completed portion of the supply and installation separately	No Change.
28.	GCC 16.1 Payment Terms(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.	This will make payment delays as any reason arbitrarily cited. Supplier will not be liable for site held up due to any civil electrical work not in our scope such as breaking of or making hole in wall , Electrical point , Earthing , MCB etc . Payment cannot be on hold	No Change.
29.	Section-4, Price Bid Format Schedule-4 Lot-1, Lot-2, Lot-3 & Lot-4	Epoxy Coated ODU Stand (Bracket Type)- Cast Iron	Epoxy stand is not an industry standard & implementation of the same will delay execution at site level & also the quality of installation can be compromised.	<b>Amended as.</b>  Epoxy Coated ODU Stand (L Type)- Cast Iron
30	Section 6: Schedule of Supply  Old AC Safe Disposal report Page 56	<u>Old AC Safe Disposal Report-</u> 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 , <u>using the model template as per Annexure-II</u> to enable monitoring and recording of AC disposal and recycling actions by manufacturers.	Format for submitting the data. Can we submit the data in excel or there is any desired format.	<b>Clarified as:</b> 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 100 days of pickup the old ACs.  <b>The bidders shall use the model template for sharing Old AC safe disposal record as per Annexure-II mentioned at page no 72 &amp; 73.</b>

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User ID : Pran.saurabh  
Serial No : 1390DBA  
PB : p.kumar(Prashant Kumar)  
Date : 04-06-2021