

REQUEST FOR EMPANELMENT (RfE) NOTICE, (EETP)

NIT No: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023

Energy Efficiency Services Limited (hereinafter referred to as 'EESL') is a Super Energy Service Company (ESCO), which enables consumers, industries and governments to effectively manage their energy needs through energy efficient technologies. EESL is implementing the world's largest energy efficiency portfolio across sectors like lighting, buildings, electric mobility, smart metering, agriculture, etc. at a scale.

EESL solicits Applications (here-in-after referred to as 'Bid') from Applicants (here-in-after referred to as 'Bidder') from within India, fulfilling the Eligibility and Qualifying Requirements (QR) stipulated for Empanelment as brought-out in Section-3 of this RfE Document for implementation of Energy Efficient projects in Industries.

- 1.0 The Applications to be submitted by the Applicants against this RfE process shall include Eligibility and Qualification data in compliance to the stipulated requirements and other information/details/data/documentary evidences as sought through this RfE Document. The Applicants must meet the eligibility and QR criteria, which is a pass/fail criterion to be considered for Empanelment.
- 2.0 This invitation for RfE follows the e-procurement notice, which appeared on various portals, such as: www.tenderwizard.com/EESL, www.eprocure.gov.in on **01/08/2023**. This shall also be available on EESL's website (www.eeslindia.org). However, bidders note that the bids are invited in hard copy only, Refer para-5.0 below.
- 3.0 The important instructions for participation in subject RfE are listed below:
 - a. It is important to note that Applicants shall submit their Application in Hard copy only as per address given at para 9 below.
 - b. The complete RfE Documents are available at EESL website <http://www.eeslindia.org>. The interested Applicants may download the RfE Documents from above website and commence preparation of Application/Bid;
- 4.0 The RfE Documents are meant for the exclusive purpose of Empanelment against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 5.0 The Applicants shall ensure that their Application, complete in all respects, are submitted in Hard copy only. **NO DEVIATION shall be permitted in this regard.**

For proper submission of Applications in Hard copy at the Address mentioned at para 9.0 below, it shall be the sole responsibility of the Applicants to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in this RfE Document as well as by contacting from EESL, as and when required, for which contact details are mentioned below. EESL in no case shall be responsible for any issues related to timely and/or successful submission of the Application in accordance with the relevant provisions of the RfE Documents.

6.0 No pre-bid meeting is envisaged for the subject RfE.

7.0 It may be noted that subject RfE is intended for empanelment of the bidders on rolling basis till completion period of 18 months from the date of publishing of RfE/IFB for subject empanelment. The bids submitted by the bidders for empanelment shall be opened on 15th day of last month of every Quarter of FY, i.e. June, September, December and March till completion of 18 months from date of publishing of RfE/IFB for empanelment. However, empanelment of bidders shall be valid till the end of 02 (Two) years from the issuance of first list of empanelment.

The eligible, qualified and responsive bidders shall be empanelled technology-wise. The bidders empaneled through this process may be called for participating in upcoming tenders invited under Phase-II through Single Stage Two Envelope (SSTE) bidding procedure for works pertaining to related packages as per the requirement. The calling of tender for the particular procurement will be made based on the bidder's technical competencies, financial credentials and other details submitted in the empanelment application.

8.0 The Applications must be submitted at:

Address for Application submission:

Energy Efficiency Services Limited
04th Floor, Core-V, Scope Complex
Lodhi Road, New Delhi-110018

The deadline(s) for bid submission and date and time of bid opening(s) is indicated at Clause 8 of Section-2.

Late bids shall be ignored and shall not be evaluated.

The bidders/Applicants may please note that a non-refundable Tender Fee of INR 25,000 (Rupees Twenty-Five Thousand only) towards the cost of Bidding Documents shall be applicable for subject RfE. Please refer Clause-2 of Section-2 for details.

The Applicants shall submit the required details after ensuring that they are meeting all the requirements stipulated in Eligibility and Qualifying Requirement. The application shall be submitted strictly as per Forms given at Section-5.

9.0 All correspondence with regard to the above shall be addressed to the following:

Energy Efficiency Services Limited
04th Floor, Core-V, Scope Complex
Lodhi Road, New Delhi-110018
Kind Attn.: DGM (Contracts)/ Engr. (Contracts)
e-mail: prabodh.singh@eesl.co.in / u_akumar@eesl.co.in

Interested Applicants may obtain further information regarding this RfE from the Office of **General Manager (Contracts), EESL** at the address given above from 1500 Hours to 1700 Hours on all working days.

Notwithstanding anything stated herein above, EESL also reserves the right to annul the aforesaid RfE process any time and may, at its option without assigning any reason, and shall bear no liability whatsoever consequent upon such a decision.

- End -

SECTION – 1: INTRODUCTION

1.0 Purpose of this RfE

- 1.1 EESL is executing a project titled “*Promoting Market Transformation for Energy Efficiency in Micro, Small and Medium Enterprises (MSME)*”. The project aims to implement identified energy efficient technologies (22) in the MSME clusters across India. Additionally, EESL is implementing Demonstration of Energy Efficient Projects (DEEP) projects for deployment of energy efficient technologies in PAT industries. The list of targeted clusters along with energy efficient technologies is mentioned at Annexure-I. In order to engage prospective bidders capable of executing energy efficiency projects and services, this RfE is being requested from technology suppliers and service providers. Accordingly, EESL intends to empanel the eligible and qualified bidders to address business opportunities in MSME sector.
- 1.2 The Applications to this RfE shall, inter-alia, include eligibility and qualification data to the stipulated respective requirements for empanelment of technology suppliers for implementation of energy efficiency projects in industries. Application shall be submitted as per Section-2: Instructions to Applicants. For ascertaining compliance to the stipulated Eligibility and Qualification requirements of the Applicants, as per Section-3, the Applicants are required to furnish all the requisite information/details/data/undertakings/documentary evidences in support of the stipulated requirements.
- 1.3 Notwithstanding above, EESL reserves the right to carry out the assessment of the capacity and capability of the Applicants prior to empanelment. This assessment may inter-alia include (i) document verification; (ii) Applicant's work/manufacturing facilities visit; (iii) Manufacturing Capacity, details of works executed, works in hand, anticipated in future; (iv) details of manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.
- 1.4 The Applicants meeting the stipulated Qualification Requirements shall be considered for empanelment subject to the condition that they are found suitable on assessment, if carried out as per para 1.3 above.

- End -

SECTION – 2: INSTRUCTIONS TO BIDDERS & SCOPE OF WORK

1. The Bidding Documents (RfE) include the following:

Section-1	Introduction
Section-2	Instructions to Bidders & Scope of Work
Section-3	Eligibility and Qualification Requirements
Section-4	Evaluation Criteria
Section-5	Forms

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the RfE Documents. Failure to furnish all information required by the RfE Documents or submission of a bid not substantially responsive to the RfE Documents in every respect will be at the bidder's risk and may result in rejection of bid.

- 1.1 The RfE Document is meant for the exclusive purpose of facilitating EESL for empanelment of firms and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically provided.
- 1.2 Any clarification with respect to this RfE may be obtained from the address given below:

Deputy General Manager (Contracts)
Energy Efficiency Services Limited
04th Floor, Core-V, Scope Complex
Lodhi Road, New Delhi-110003
e-mail: prabodh.singh@eesl.co.in; u_akumar@eesl.co.in

2. All the Bidders except those exempted pursuant to Clause 13 of Section-2, shall submit along with the bid a non-refundable fee as INR 25,000/- (Rupees Twenty-Five Thousand only) towards the cost of Bidding Documents in the form of Demand Draft in favour of Energy Efficiency Services Limited, payable at New Delhi. Tender Fee may also be submitted online through RTGS. The detail of RTGS is as mentioned below:

Account Name	Account No.	Bank Name	Bank Branch	RTGS DETAIL
ENERGY EFFICIENCY SERVICES LIMITED	2164002100012319	Punjab National Bank	LARGE CORPORATE BRI N DELHI	IFSC CODE: PUNB0216400 MICR Code: 110751001 BRANCH: DELHI NEW, L.C.B. ADDRESS: TOLSTOY HOUSE,

				TOLSTOY MARG, NEW DELHI, DELHI-110001
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Note:

Bidders submitting Tender Fee through RTGS shall submit the copy of receipt of transfer of amount along with the bid. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document submitted as proof of transfer of amount shall only be considered for verification purpose.

Bidder's failure to submit non-refundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through EESL ONLINE PAYMENT UTILITY or subsequently pursuant to Clarification as per Clause 5 of Section-4, except as exempted, shall lead to outright rejection of the Bid.

Further, all the costs associated with preparation of Applications, submission of the same to EESL etc. shall be borne by the Applicants only.

3. The Bid/proposal prepared by the bidder/consortium of bidders and all correspondence and documents relating to the Bid/RfE exchanged by the bidder/consortium of bidders and EESL, shall be written in English language, provided that any printed literature furnished by the bidder/consortium of bidders may be written in another language so long the same is accompanied by an English translation by authorized Translator in which case, for purposes of interpretation of the bid, the English translation shall govern.
4. The Bidders shall submit their Bids to this RfE in the prescribed Forms as contained in **Section - 5**.
5. The procedure for empanelment of firms for design, manufacturing, testing, supply, installation & warranty etc. of various equipments pertaining to different technologies listed in Annexure-II of Section-3 has been envisaged in **02 (Two) Phases**, namely **Phase-I** and **Phase-II**. The activities/methodology for the said Phases are explained here as under:

(I) Phase-I (SSSE): Technology-wise Empanelment of firms/vendors through subject RfE No.: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023

- (a) The Bids/proposals have been invited for empanelment, i.e. the subject RfE, on Single-Stage Single Envelope (SSSE) basis. The bids shall be submitted by the bidders in hard copy only.
- (b) The Bidders shall be required to submit the Undertakings/Declarations/Forms/data/documents as listed in Section-5, FORMS.

- (c) A bidder can participate for multiple technology(ies) type (as listed in Annexure-II of Section-3), however, empanelment shall be done technology-wise based on verification of aforesaid documents by the bidder, or any clarification sought thereof, as per Clause 5 of Section-4, and on ascertaining the Eligibility and Qualifying Requirements (QR) and overall responsiveness of the bid.

Qualification of bidders will be based on meeting the Eligibility and QR specified at Section-3.

- (d) The empanelment as per (c) above, shall be valid for a period of 02 (Two) years from date of issuance of first list of empanelment to the successful bidders.

Subsequent empanelment, if any, shall have reduction in the duration of empanelment on pro-rata basis in such a way that validity of all lists of empanelment expires at same time, i.e. 02 (two) years from the issuance of first list of empanelment.

The bidders must note that the empanelment of Bidders shall be carried out continuously on rolling basis till completion period of 18 months from the date of publishing of RfE/IFB for subject empanelment. The bids submitted by the bidders for empanelment shall be opened on 15th day of last month of every Quarter of FY, i.e., June, September, December and March till completion of 18 months from date of publishing of RfE for empanelment. However, empanelment of Bidders shall be valid till the end of 02 (Two) years from the issuance of first list of empanelment.

The eligible, qualified and responsive bidders shall be empanelled technology-wise. Bidders empaneled through this process may be called for participating in upcoming tenders invited under Phase-II through Single Stage Two Envelope (SSTE) bidding procedure (mentioned in (II) below) for works pertaining to related packages as per the requirement of EESL. The calling of tender for the particular procurement will be made on the bidder technical competencies, financial credentials, if applicable, and other details submitted in the empanelment application.

(II) Phase-II (SSTE): Invitation of bids through separate RfP subsequent to empanelment of Vendors (as per the requirement of EESL) – Not a part of subject RfE.

- (a) Based on requirement, scope of work, completion schedule, QR etc. shall be finalized and, accordingly, RfP shall be issued to empanelled parties of respective technology(ies), as per EESL requirement. The mode of invitation shall be Single Stage Two Envelope (SSTE) basis.
- (b) The qualification of bidders including financial position etc. shall be based on meeting the QR criteria and shall be specified in the RfP under Phase-II.

- (c) The documents/data/information/undertakings etc. submitted by the bidder prior to empanelment (during Phase-I) shall be re-validated/updated by empanelled Applicant(s).
- (d) Price-bid of only those bidders shall be opened whose First Envelope bid is determined as responsive. On evaluation of bids (Envelope-I & II), award shall be placed on the bidder as per the provisions specified in the RfP under phase-II.
- (e) The bids shall be invited on e-tendering mode only.

The other modalities/procedural aspects under Phase-II, such as submission of documents in Envelope-I (Tender fee/EMD etc.), details of re-validation/updation of documents/data/information/undertakings etc. submitted by the bidder prior to empanelment (during Phase-I), mode of bidding, registration on e-portal for bidding under SSTE, Price Bid, splitting of contract (if applicable) etc. shall be detailed in the RfP under Phase-II.

6.0 Eligible Bidders:

- (i) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of

Qualification Requirement for the Bidders in Part – B, Section-4] or as a partner in a joint venture, except for alternative offers permitted under the RfP Documents. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or

- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services and Facilities that are the subject of the bid; or
- (g) a Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract.; or
- (h) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
- (ii) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
- (iii) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- (iv) Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 including all its subsequent order/notices in this regard, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of Award.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

- (i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (ii) "Bidder from a country which shares a land border with India" for this purpose 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 joint venture where any member of the consortium or joint venture falls under any of the above.
- (iii) The beneficial owner for the purpose of (ii) (d) above will be under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.

Further, the firm has to be a ‘Class-I local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order).

Firms who are not ‘Class-I local supplier’ shall not be eligible for the subject RfE.

Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 60%.

The minimum local content as mentioned above are subject to change as notified by Nodal Ministry/Department from time to time in future and shall be applicable to subject RfE.

The ‘Class-I local supplier’ shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class – I local supplier’ and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the ‘Class-I local supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be taken in line with provisions of the PPP-MII Order.

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

7.0 Procedure for Submission of Bid for subject RfE:

The bids invited for the subject RfE shall be on Single Stage Single Envelope (SSSE) Bidding and as indicated at sl. no. 5.0 above.

The Undertakings/Documents/Forms/data/information/Attachments required to be submitted by the bidder in Hard copy along with their bid is detailed hereunder:

- (a) **Fee towards cost of RfE Documents as per Clause 2** above or documentary evidence in support of exemption of Document Fee. Bidders submitting Document Fee through RTGS shall submit a copy of receipt of transfer of amount along with the bid. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document submitted as proof of transfer of amount shall only be considered for verification purpose. For Submission of Bid document fee through NEFT/RTGS mode, Clause No-2 above (Section-2) may also be referred (*submission of Hard Copy in "Original" for Document Fee and "Copy" for documentary proof in support of exemption or Payment Acknowledgement towards Document Fee in case of Online Payment*)

Note: In case MSE bidders are exempted from submission of Document fee as indicated in Clause No 2 of Section-2, then bidder has to submit copy of valid 'Udyam Registration Certificate' along with the bid for the purpose of Evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.**

EESL shall not be responsible for any delay, loss or non-receipt of the bid by post/courier. The bid should reach in original to EESL office before deadline of bid submission as given in Clause 8 of this Section.

- (b) Declaration of Technology(ies) type as per format attached as **Attachment-A** of Section-5, FORMS. The bidder shall write 'Yes' against the Technology(ies) type for which the bidder have submitted their bid for empanelment.

- (c) Company / Organization / Bidder's Profile and General Details per format attached as **Attachment-B** of Section-5, FORMS
- (d) The Bid Form as Proforma as per attached as **Attachment-1** of Section - 5, FORMS.
- (e) Bid Security (in Original) as per the format attached in **Attachment-2** of Section-5 - **Not Applicable**
- (f) A Power of Attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity, i.e. 6 months from the date of bid opening. The said Power of Attorney to be submitted by the bidder as **Attachment-3** of Section-5, FORMS as per their own format.
- (g) Form of acceptance of EESL fraud prevention policy and declaration as per **Attachment- 4** of Section – 5, FORMS.
- (h) Letter of Undertaking (as per **Attachment-5** of Section-5) to be executed by the Holding Company supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying (as applicable) – **Not Applicable**
- (i) Proforma for Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer (NEFT) as per **Attachment-6** of Section – 5, FORMS
- (j) Compliance of Matrix/checklist for Technical and Financial QR duly filled and signed on Company letter head pad with Company's seal as per **Attachment-7** of Section – 5, FORMS
- (k) Certificate regarding Declaration of Local Content as per **Attachment-8** of Section – 5, FORMS.
- (l) Certification by the Bidder for "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in **Attachment-9** of Section – 5, FORMS).
- (m) Details regarding Eligibility criteria/Qualifying Requirement as per **Attachment-10** of Section-5, FORMS.
- (n) Certificate regarding non-debarment for false declaration of Local Content as per **Attachment-11** of Section-5, FORMS.
- (o) Certificate regarding non-debarment/blacklisting/disqualification as per **Attachment-12** of Section-5, FORMS.

- (p) Bid containing documentary evidence(s) regarding Bidder's Eligibility/Qualifications to perform the contract as required in Qualifying Requirements (QR), Section-3.
- (q) Any other document as deemed appropriate.

Note: The format for all the aforementioned Attachments are given in Section-5, FORMS.

Bidder shall strictly note that no price bid is invited from the bidder in the subject RfE, i.e. during Phase-I. Refer para 5.0 above.

- 7.1 The Applications shall be submitted in 'Hard' copy only with one set of 'Original' and 02 sets of true copies. The original copy of the bid, consisting of the documents listed in Clause 7 above, shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as relevant attachment as per Clause 7(f) above. The name and position held by each person signing the authorization must be typed or printed below the signature in the power of attorney document. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory to the bid. The bids shall remain valid for a period of 06 (six) months from the date of bid opening.

- 7.2 The amendment/clarification, if any, to the RfE documents will be notified in writing by registered post/courier and/or email only.
- 7.3 The Application to be submitted along with relevant supporting documentary evidences etc. must be signed and stamped with company seal by a person duly authorized to sign on behalf of the Applicant.

8. Deadline for submission of Bids:

The Bids in Hard copy must be received by the EESL at the address specified below no later than the time and date stated herein below:

Address in Person or by Post:

Deputy General Manager (Contracts) / Engineer (Contracts),
M/s. Energy Efficiency Services Limited
Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Deadline for submission of Bids:

Date: 15/09/2023 (Refer Note below)

Time: upto 1100 Hrs. [Indian Standard Time]

Address for Bid Opening:

Deputy General Manager (Contracts) / Engineer (Contracts),
M/s. Energy Efficiency Services Limited
Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003

Time and date for Bid Opening:

Date: 15/09/2023 (**Refer Note below**)

Time: 1130 Hrs. (Indian Standard Time)

(a) Bid Title:

“Empanelment of the Energy Efficient Technology Providers (EETP)”

Do not open before 1130 Hrs. (Indian Standard Time) on 15/09/2023 (**Refer Note below**)

In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day. EESL may, at its discretion, extend this deadline for submission of bids by amending the provisions of RfE, in which case all rights and obligations of EESL and bidders will thereafter be subject to the deadline as extended.

NOTE: The above deadline of bid submission and opening are initial dates. The bidders are required to clearly note and understand that the empanelled of bidders shall be carried out continuously on rolling basis till completion of 18 months from date of publishing of RfE for empanelment. Accordingly, the deadline of submission of bids by the bidders for empanelment shall be at 1100Hrs. on 15th day of last month of every Quarter of FY, i.e., June, September, December and March till completion of 18 months from date of publishing of RfE for empanelment, and the bids shall be opened at 1130Hrs. on same day.

9.0 EESL reserves the right to cancel the enlistment of any vendor for any of the following reasons:

- a. *if they/he found black-listed in any Govt. / Public Sector Organization.*
- b. *if they/he found to have submitted false particulars/fake documents for securing enlistment.*
- c. *The bidder becomes bankrupt or goes into liquidation.*

10.0 An applicant is not permitted to seek enlistment in more than one name, including proprietorship/partnership firms.

11.0 **Validity of Empanelment shall be for two years.** However, this is subject to cancellation of empanelment (de-listing) due to any of the reasons mentioned hereunder.

11.1 The applicant's performance will be monitored for quality, commitment to delivery period mentioned in tender, adherence to the Safety Regulations, Labour/Statutory regulations, Conduct/Discipline etc., while executing jobs/contracts. Any deviations

from stated conditions can lead to appropriate deterrent action as deemed fit by EESL.

- 11.2 If the applicants refuse to execute the job at his quoted rates, after finalizing order on him, he shall be put in holiday list. Vendor shall be issued a warning letter and he shall be debarred from quoting for any jobs for a period of 03 (Three) years.
- 11.3 EESL also reserves the right to cancel the enlistment of any vendor for any other reasons as deemed fit by EESL provided that action as contemplated in Clause-11.2 will not be taken against the vendor, if the defaulting vendor submits to EESL in writing the reasons / grounds for the non-compliance/default/high quotes etc., as the case may be, sufficiently in advance, and the decision taken by EESL in this regard on such submissions will be final and binding on the vendor(s).
- 11.4 Such vendors, whose empanelment/enlistment is cancelled due to any of the above reasons, will not be considered for subsequent empanelment for a period of 02 (Two) years.

12.0 Fraud and Corruption

The EESLs policy requires the Applicants to observe the highest standard of ethics during this RfE process. In pursuant to policy, EESL:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
- (i) "Corrupt Practice," means offering, giving, receiving, or soliciting anything of value to influence the action of EESL official(s) in this RfE process.
 - (ii) "Fraudulent Practice" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence empanelment/ procurement process to the detriment of interest of the EESL, including collusive practices among bidders (prior to or after application submission) to establish bid prices at artificial, non-competitive levels and to deprive EESL of the benefits of competitive prices.
 - (iii) "collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of EESL.
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "Obstructive practice" means
 - (aa) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into

allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

(bb) Acts intended to materially impede the exercise of the **contractual rights or audit or access to information.**

- (b) will reject an Application if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Eligibility and/or Qualification in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, if it at any time of this process determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, in this Qualification process; and will have the right to require that the provision be included in RfE Documents and in contracts, requiring Applicants, suppliers, and contractors and their sub-contractors to permit the EESL to inspect their accounts and records and other documents relating to Application submission and contract performance and to have them audited by auditors appointed by the EESL.

13.0 Tender Conditions applicable for MSE and Start-ups:

In case MSE bidders are exempted from submission of Bidding Document fee as per Clause No 2 of Section-2, then bidder has to submit copy of valid 'Udyam Registration Certificate' along with the bid for the purpose of Evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents and Bid Security/EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. Such registration should be prior to deadline for submission of Bids.**

- 13.1 For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.
- 13.2 Purchase Preference, Relaxation to MSEs/Start-ups shall be as per notifications issued from Govt. of India from time to time. The same shall be detailed in RfP Documents during Phase-II under SSTE.

Start-up means an entity, incorporated or registered in India:

- i) Not prior to seven years, however for Biotechnology Startups not prior to ten years,
ii) With annual turnover not exceeding INR 25 crore in any preceding financial year,
and

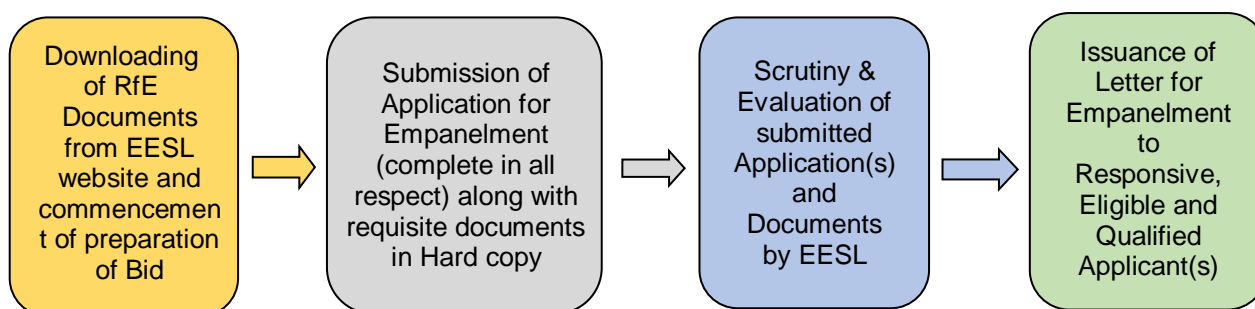
- iii) Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- iv) Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 7 years and for biotechnology startups 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications will be considered.

14.0 Others

- 14.1 Submission of Bid does not automatically guarantee inclusion of name in the list of empaneled Parties.
- 14.2 EESL reserves the right to call for additional information and/or check, verify all the information furnished in the Application. EESL also reserves the right to inspect all premises/facilities to confirm the authenticity of information furnished / capabilities mentioned in the Application.
- 14.3 EESL reserves the right to reject the Bid based on unsatisfactory performance of ongoing job or for furnishing false information/declaration in the Application.
- 14.4 EESL reserves the right to reject any or all the Applications without assigning any reasons whatsoever.
- 14.5 EESL's decision shall be final on all matters.
- 14.6 Applicants to note that Applications with conditions unacceptable to EESL shall be rejected.

15. Procedure of Empanelment:



16. Broad Scope of Works:

- a. Design, Supply, Installation, Commissioning and Testing of equipment related to the mentioned technology as per design parameters/technical specifications mentioned during the tender along with Bill of Quantity (BoQ).

- b. Bidder shall provide the operating manual of the technology and provide necessary training to the staff/operator of industries.
- c. EESL logo shall be placed suitably on the equipment.
- d. Bidder shall respond to complaints related to the technology installed and shall resolve in the least possible time from the time of intimation. Complaint management procedure will be incorporated to resolve such issues, through online portal as per tender requirements.
- e. The bidder shall be liable to take up installation during late evening/early morning and holidays as per requirement, if any.
- f. Items will be supplied in proper packing to avoid any damage during transit and storage. The bidder shall be responsible to transport and ensure the equipment until their receipt at the designated locations.
- g. Bidder shall be responsible for the pre and post-installation/commissioning measurement of energy/equipment related parameters.

Note: The above scope is basic in nature and may vary based on the type of technology that shall be procured under Phase-II. The same shall be furnished as and when EESL floats RfP under Phase-II on SSTE mode with empaneled Applicant(s).

- End -

SECTION – 3: QUALIFYING REQUIREMENTS

Qualification of Applicant will be based on meeting the minimum eligible and qualification criteria specified at (A) and (B) below regarding the Applicant's Technical experience as demonstrated by the Applicant's response for respective Technology(ies).

EESL may assess the capacity and capability of the applicant before considering for empanelment. This assessment shall inter-alia include (i) document verification, (ii) visit to Applicant's work/manufacturing facilities (iii) details of works executed in the past, works in hand, anticipated in future, (iv) details of manpower and financial resources; (v) details of quality systems in place; (vi) past experience & performance (vii) details of tools & tackles available with test reports, (viii) Customer feedback and Banker's feedback etc.

EESL reserves the right to waive minor deviations if they do not materially affect the capability of the applicant to undertake the said repair works. An affirmative determination shall be a pre-requisite for the Employer to consider a bidder for empanelment. A negative determination will result in rejection of the Bidder's bid.

A. Eligibility Criteria:

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.	Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956) OR A registered partnership firm (registered under section 59 of the Partnership Act, 1932) OR A limited liability partnership (under the Limited Liability Partnership Act, 2002) OR Proprietorship firm (No JV/consortium is allowed in the tender)	Copy of certificate of incorporation/ Memorandum of Association/Article of Association OR A registered Partnership Deed OR LLP registration certificate issued by registrar of Companies OR In Case of Proprietor GST Registration and PAN Card Copy is to be submitted.
2.	PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I Local Suppliers with 60% minimum local content are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content in respect of Power sector" issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021	The Bidder shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class –I local supplier' and shall give details of the location(s) at which value addition is made. <i>Further, in case of tenders above Rs. 10 Cr, the 'Class-I local supplier' shall</i>

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
	NOTE: Only Class-I suppliers as defined in the above tender are eligible to take part in this bidding process.	<i>provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format in this RfP Documents</i>
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated- 23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> Not from a country which shares a land border with India <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	Bidder to submit a Declaration as per the format given in this RfP Document.
4.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company's Letter Head.	To submit Self Declaration on Company's Letter Head.

B. Qualifying Requirements:

Sl.	Particulars	Documents to be Submitted for Compliance by the Bidders
1.1	Technical Experience	
1.1.1	Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of empanelment (i.e., 15 th day of last month of every Quarter of FY)* in Government Department/	Documentary evidence should be submitted in the form of copies of relevant work orders/contract agreement/ purchase order along with copies of any document in respect of satisfactory execution/ completion certificate of each

Sl.	Particulars	Documents to be Submitted for Compliance by the Bidders
	<p>Government Organizations/Public Sector Undertaking/ Private Companies.</p> <p>Technology-wise “<i>Similar Work</i>” experience shall be as per Annexure-I.</p> <p>* The empanelment of bidders shall be carried out continuously on rolling basis till completion period of 18 months from the date of publishing of IFB for empanelment. The bids submitted by the bidders for empanelment shall be on 15th day of last month of every Quarter of FY (i.e., June, September, December and March) till completion period of 18 months from date of publishing of IFB for empanelment.</p>	<p>of those purchase orders/ work orders such as</p> <p>(i) Successful completion* (OR) (ii) Any other documentary evidences that can substantiate the successful execution of each of the purchase order/ work order submitted.</p> <p><i>Work orders along with its evidence for successful completion shall be from Government Department/ Government Organizations/Public Sector Undertaking/ Private Companies only be considered for evaluation.</i></p> <p>*Successful means certificate issued by the client without any adverse remarks</p>

Annexure-I

Package No.	Technology	Similar Experience in
Package-A	Screw Compressor	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of screw compressor
Package-B	PLC based Jet Dyeing	Manufacturing/Supply Installation Testing & commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of PLC automation
Package-C	Combustion control	Manufacturing/Supply Installation Testing & commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of combustion control
Package-D	IBR Boiler	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & maintenance work/System Integration work of boiler
Package-E	Agitator System	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Vertical Agitator System
Package-F	Scroll Chiller	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Chiller
Package-G	Metallic Recuperator	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Recuperator
Package-H	Furnace Automation	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Furnace Automation
Package-I	Modulating Burners	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Modulating Burners
Package-J	Withering Automation	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Withering Automation
Package-K	FRP based Fan	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of FRP based Fan
Package-L	IBH system	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Induction Billet Heater

Package-M	Micro Turbine	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Micro turbine
Package-N	ANFD	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of ANFD
Package-O	Automatic tube cleaning system	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Automatic tube cleaning system
Package-P	Electric Vacuum Pump	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Electric Vacuum Pump
Package-Q	IGBT based Welding Machine	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of IGBT based Welding Machine
Package-R	DBC	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Furnace
Package-S	Fitch Fuel	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Fitch Fuel
Package-T	Low grade waste heat recovery	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Waste heat recovery
Package-U	Vacuum Pump	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Vacuum Pump
Package-V	Turbo Blower	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & Maintenance work/System Integration work of Turbo Blower

List of Energy Efficient Technologies

PackageNo.	Technology	Preferred location of supply
Package-A	Screw Compressor	Surat
Package-B	PLC based Jet Dyeing	Surat
Package-C	Combustion control	Surat/Varanasi
Package-D	IBR Boiler	Ankleshwar
Package-E	Agitator System	Ankleshwar / Muzaffarnagar
Package-F	Scroll Chiller	Ankleshwar
Package-G	Metallic Recuperator	Howrah
Package-H	Furnace Automation	Howrah
Package-I	Modulating Burners	Jorhat
Package-J	Withering Automation	Jorhat
Package-K	FRP based Fan	Jorhat
Package-L	IBH system	BJL
Package-M	Micro Turbine	Surat
Package-N	ANFD	Ankleshwar
Package-O	Automatic tube cleaning system	Medak
Package-P	Electric Vacuum Pump	Medak
Package-Q	IGBT based Welding Machine	Aurangabad
Package-R	DBC	Howrah
Package-S	Fitch Fuel	Ankleshwar
Package-T	Low grade waste heat recovery	Varanasi
Package-U	Vacuum Pump	Muzaffarnagar
Package-V	Turbo Blower	Muzaffarnagar

(*) The location of material supply is only indicative, however; bidder may be required to supply the equipment on Pan India basis.

SECTION – 4: EVALUATION CRITERIA [EC]

1. It is to be noted that Bids shall be evaluated separately for each technology and empanelment shall be done technology-wise.

The Employer will examine the bids to determine whether they are complete, whether required documentary evidence(s) have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2. Empanelment is for individual companies and no consortium empanelment will be considered.
3. The evaluation for empanelment of vendors will inter-alia consist of past performance (previous experience, PO/WO copies), technical competence (factory set up, testing facility, QA/QC policy, certification by reputed bodies, ISO certification etc.) and organizational capability (registered office, qualified and experienced manpower etc.)
4. The applicant should submit documents in proof of satisfying the above qualification criteria.
 - (i) Copies of the work order/agreements/Schedule of rates/other documents of work completed.
 - (ii) Completion certificates for final bill value and date of completion of work from competent authority.
 - (iii) Ownership details indicating the nature of firm – whether sole proprietor, partnership, private limited, public limited etc. with contact person and telephone / telex / fax number, local office address, if any etc.
 - (iv) Design capabilities, workshop facilities with list of equipment, tools etc. owned by the contractor along with test reports and list of technical personnel employed with brief bio-data.

The original of above documents is to be produced for verification, if so required by EESL. The copy of this RfE duly stamped and signed on all pages, as token of acceptance of conditions mentioned herewith, shall also be submitted along with the application form.

5. During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid in case of erroneous/non submission of following documents (as applicable):
 - i) Online Payment Acknowledgement towards the Bid Document fee (*applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids*). Further, if Bidder has submitted a copy of Banker's Cheque/ Demand Draft drawn in favour of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification.

- ii) MSE certificate as per UDYAM registration/valid NSIC Certificate with the mention of Tendered item in the certificate/a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate. The issuance date for aforesaid certificates must be prior to deadline for submission of bids.
- iii) Power of Attorney (POA) to sign the bid.
- iv) Form of acceptance of EESL fraud prevention policy and declaration (as per format in Section 5, Forms)
- v) NEFT/RTGS Bank details (as per format in Section 6, Forms & Procedure)
- vi) Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head
- vii) Compliance of Matrix/checklist for bidder (as per format in Section 5, Forms) duly filled and signed on Company letter head pad with company's seal
- viii) Certificate regarding Declaration of local content (as per format in Section 5, Forms)
- ix) Self-Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules for giving false declaration of local content
- x) Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"
- xi) Consortium Agreement (if applicable)
- xii) Other documents/details of historical nature such as certificate of incorporation, complete Audited Annual Reports together with Audited statement of accounts, Experience Certificate issued by Utility/Employer for work completed/executed prior to deadline for submission of bids etc.
- xiii) Any other documents/details/information of historical nature

The EESL may give the Bidder not more than 5 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

- 6. EESL may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in relevant Attachment to its bid.

7. The bidder can apply for multiple categories of EE Technology(ies) as per the detailed list at Annexure-II of Section-3. In this regard, bidder shall submit declaration for quoted packages as per in Attachment-A of Section-5, Forms.
8. Applicants are required to note that Eligibility and Qualification Criteria (QR) has been specified in Section-3 for the purpose of empanelment of vendors. EESL reserves the exclusive right and absolute discretion to sub-categorize the Applicants based on Applicant's Technical Experience, Financial position and other relevant aspects viz., rating of the equipment and complexity of the job, etc. Such categorization shall be made for each of the technologies mentioned in Annexure-II of Section-3. The Applicant is, therefore, required to provide additional information/data in the enclosed proforma for having qualified in higher category.
9. The empaneled bidders shall be categorized into Package-A to Package-V as indicated in Annexure-II of Section-3.
10. On completion of empanelment, for project specific tenders, compliance/updation and commercial quote shall be taken from the empaneled bidders of respective EE technology under Phase-II. Bidders to refer Clause 5 of Section-2 in this regard.
11. The bidder must note that the empanelment of Bidders shall be carried out continuously on rolling basis till completion period of 18 months from the date of publishing of RfE/IFB for subject empanelment. The bids submitted by the bidders for empanelment shall be opened on 15th day of last month of every Quarter of FY, i.e. June, September, December and March till completion of 18 months from date of publishing of RfE/IFB for empanelment. However, empanelment of Bidders shall be valid till the end of 02 (Two) years from the issuance of first list of empanelment.

The Letter of Empanelment shall be released to qualified bidders preferably by 7th working day of following month for a period of 2 years from the issuance of first list of empanelment.

12. EESL's decision of selection amongst empaneled bidders for participating in SSTE bidding during Phase-II shall be binding on all the empaneled bidders under this empanelment process.
13. It is to be noted that mere empanelment under this process does not confer any right whatsoever to the empaneled bidder to claim any award of work. Calling for bids under Phase-II as mentioned at Clause 5 of Section-2 shall be at sole discretion of EESL.
14. EESL reserves the right to verify all documents of the applicants and inspect applicant's establishment to evaluate their capacity to execute contract works. EESL reserves the exclusive right and absolute discretion to call for tenders for any specialized job or otherwise it deems fit, even during the validity of the empanelment period.

15. EESL reserves it's right to short list vendors from the Empanelled List for regular issue of Tender Enquiries.
16. Any vendor providing false information or grossly inaccurate or forged documents will not be considered for this or any other notification for a period of 02 (Two) years. It is also to be noted that in case such information is noticed after successful qualification and empanelment, EESL reserves the right to remove the vendor from the Empanelled List for that Group/area.
17. Throughout the period of Vendor's empanelment validity, the vendor shall update EESL with any time sensitive data supplied at the time of original application.
18. Once the initial empanelment process has been completed and the successful vendors are registered, the Empanelled List is subjected to annual review. Any allowable re-application will be considered in the next annual review, successful vendors will be registered, and the Empanelled List shall be updated.
19. EESL reserves the right to restrict the size of any specific tender list, in accordance with the regulations to a level, which is justified by the characteristics of the award procedure and resources required to complete it.
20. Applicants operating from notified industrial area should have required clearances from statutory authorities.
21. Validity of Empanelment:
 - a. The empanelment is valid for a period of **02 (Two) years** from the date of empanelment unless the vendor is put on HOLIDAY/BLACKLISTED as per procedure for performance evaluation of vendors.
 - b. Re-Empanelment: After the expiry of normal validity period, all the vendors are required to re-register submitting all the necessary documents. Vendors should apply for Re-empanelment at least 3 months prior to expiry of validity. Necessary procedure and guidelines shall be intimated by EESL to empanelment parties in timely manner.
 - c. Additional Category Enhancement: Vendors can apply for additional category enhancement by submitting necessary documents. After scrutiny of documents and evaluation / site visits, vendors will be informed about enhancement and Empanelled List shall be updated accordingly.
22. Retention of Vendors in Empanelled List shall be subject to satisfactory performance on execution of orders and evaluation of performance as per Procedure for performance evaluation of Vendors.
23. In case of poor/fair rating as per performance evaluation, unsatisfactory infrastructure facilities, overloading, financial/liquidity crunch, labour unrest, strike, lockout etc. vendors shall be put on "Holiday" from Empanelled List and shall be reviewed on the basis of progress / improvement at works.

24. The Applicants are requested to provide complete and precise information in the space provided along with supporting documentary evidences, as applicable. The Applicants should attach separate sheet(s) in case the space provided is not sufficient. EESL will consider the Applications solely based on information/details/data/undertaking/documentary evidences etc. provided by the Applicants in the Applications only without seeking further clarifications from the Applicants in normal circumstances. Accordingly, the Applicants are required to furnish complete, precise information along with supporting documentary evidences as applicable in the Applications as the same shall be treated as final, and no further clarifications may be sought by EESL from the Applicants for eligibility and qualification or evaluation purposes. Incomplete, partially complete, not clearly filled forms giving incorrect information are liable to be rejected without any consideration.
25. Where the answer is a statement of fact, it must be accurate and supported by documentary evidence(s) wherever required. It is the Applicant's responsibility to respond with such clarity that will ensure EESL not to misinterpret any of the Applications.
26. In case of receipt of incomplete documentation, vendor shall be given opportunity to complete balance data. However, in case vendor is not able to furnish complete data within a period of 05 (five) days from the date of intimation, such cases shall be closed.

- End -

SECTION – 5 : FORMS

List of Contents

Sr. No.	Attachment No	Name of Form
1	Attachment No-A	Declaration of Technology(ies)/Packages (Format for Package submitted)
2	Attachment No-B	Company/Organization/Bidder's Profile & General Details
3	Attachment No-1	Bid Form (Format of Application)
4	Attachment No-2	Form for submitting Bid Security (BG) format in lieu of EMD (Not Applicable)
5	Attachment No-3	Power of Attorney
6	Attachment No-4	Form of Acceptance of Fraud prevention Policy
7	Attachment No-5	Proforma of Letter of Undertaking (in case of Holding Company)
8	Attachment No-6	Real Time Gross Settlement (RTGS)/ National Electronic Fund Transfer (NEFT)
9	Attachment No-7	Compliance Matrix/ CHECK – LIST FOR BIDDERS
10	Attachment No-8	Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable
11	Attachment No-9	Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)
12	Attachment No-10	Format for filling details related to Qualifying Requirement (QR)
13	Attachment No-11	Certificate regarding non-debarment for false declaration of local content
14	Attachment No-12	Certificate regarding non debarment / blacklisting / disqualification
15	Attachment No-13	Proforma of Bank Guarantee for Contract Performance (Not Applicable)
16	Attachment No-14	Proforma for Undertaking by the Joint Venture partners (Not Applicable)
17	---	Proforma for Power of Attorney for Joint Venture (Not Applicable)
18	---	Proforma for Letter for Empanelment to be issued to Applicant(s) on Letterhead paper of EESL

(Declaration of the Packages for which bid is submitted)

To,

General Manager (Contracts)

Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor Scope Complex,
 Lodhi Road, New Delhi - 110003

Subject Tender: Empanelment of Energy Efficient Technology Providers (EETP).**NIT No.: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023**

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

TABLE-1

PackageNo.	Technology	Participated/ Submitted Bid (Yes/No)
Package-A	Screw Compressor	
Package-B	PLC based Jet Dyeing	
Package-C	Combustion control	
Package-D	IBR Boiler	
Package-E	Agitator System	
Package-F	Scroll Chiller	
Package-G	Metallic Recuperator	
Package-H	Furnace Automation	
Package-I	Modulating Burners	
Package-J	Withering Automation	
Package-K	FRP based Fan	
Package-L	IBH system	
Package-M	Micro Turbine	
Package-N	ANFD	
Package-O	Automatic tube cleaning system	

Package-P	Electric Vacuum Pump	
Package-Q	IGBT based Welding Machine	
Package-R	DBC	
Package-S	Fitch Fuel	
Package-T	Low grade waste heat recovery	
Package-U	Vacuum Pump	
Package-V	Turbo Blower	

Note:

- 1. Bidders opting for Technology/ Item level Empanelment are requested to choose particular Technology/Item only.*
- 2. In the event, the bidders fail to check any row by not ticking any Technology/ Item, the Technology/ Item shall be considered as Not Applied.*

- 2.0 We understood that our Bid shall be evaluated as per the provisions of the RfE Documents for only those Packages against which we have indicated as 'Yes'. **Further, our Bid shall not be evaluated for those Packages against which we have indicated 'NO' or has left blank or has written something else.**

Signature of bidder

With stamp & Address

Note: Bidder has to mandatorily submit the declaration as above. The bid shall be evaluated on the basis of this declaration. Providing false information may lead to technically non-responsiveness of the bid.

COMPANY / ORGANIZATION / BIDDER'S PROFILE AND GENERAL DETAILS

To,

General Manager (Contracts)

Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor Scope Complex,
 Lodhi Road, New Delhi - 110003

Subject Tender: Empanelment of Energy Efficient Technology Providers (EETP).
NIT No.: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023

Dear Ladies and/or Gentlemen,

We hereby furnish the following information/ details/ data/ documentary evidences etc.,
 inter-alia, regarding profile of our Company/Organization.

Sl. No.	Particulars	Details (to be filled by the Bidder)/ Documents (indicative) (to be attached by the Bidder)
1.	Manufacturer's Legal Name	
2.	Country of Registration	
3.	Date of Incorporation/Establishment/Registration <i>(Please attach copies of Registration Certificate, Business License, Certificate of Incorporation etc.)</i>	<i>(Requisite documentary evidences to be attached along with the bid. The chronology of changes in the name & structure of the company since its incorporation is also to be furnished with the bid)</i>
4.	Ownership Information	
4.1	Type of Company (please tick "√" any one as applicable)	
	(i) Single Entity means a limited company (as defined in the Companies Act, 1956) <input type="checkbox"/> <i>(Please attach a copy of certificate of incorporation/Memorandum of Association/Article of Association)</i>	
	(ii) A registered Partnership firm (registered under section 59 of the Partnership Act, 1932) <input type="checkbox"/> <i>(Please attach a copy of registered Partnership Deed)</i>	
	(iii) A limited liability partnership (under the Limited Liability Partnership Act, 2002) <input type="checkbox"/> <i>(Please attach a copy of LLP registration certificate issued by registrar of Companies)</i>	
	(iv) Proprietorship firm <input type="checkbox"/> <i>(Please attach a copy of proprietor GST registration and copy of PAN Card)</i>	

Sl. No.	Particulars	Details (to be filled by the Bidder)/ Documents (indicative) (to be attached by the Bidder)
	(No JV/consortium is allowed in the tender) <i>(Requisite documentary evidences to be attached along with the bid)</i>	
4.2	Whether a Govt. Enterprise in the Country of Registration	YES/NO
4.3	Whether the Bidder is Start-up/ Micro/ Small/ Medium Enterprise registered as per relevant policy/guidelines of Government of India	MSE : YES/NO Start-up : YES/NO <i>(Tick whichever is applicable and attach requisite documentary evidences along with the bid)</i>
5	Share Holding Pattern as on date with % of Shareholding	<i>(Requisite details of Share Holding Pattern including details of Promoter(s), equity structure & majority stake Holder(s) is to be attached along with the bid)</i>
6.	Address Details	
6.1	Legal Address in Country of Registration (Registered Office Address) • Telephone/Fax numbers (general): • Web site: • Contact Person : • Designation : • Telephone/Fax numbers : • Email Address :	
6.2	Corporate Office Address • Telephone/Fax numbers (general): • Web site: • Contact Person : • Designation : • Telephone/Fax numbers : • Email Address :	
6.3	Officer to be contacted for clarification, if required • Name : • Designation : • Telephone/Fax numbers : • Mobile number: • Email Address :	
7.	Organization Structure & Key Personnel	
7.1	Constitution of the Board/ Management	

Sl. No.	Particulars	Details (to be filled by the Bidder)/ Documents (indicative) (to be attached by the Bidder)
7.2	Organizational Structure with particulars of Key Personnel	(Organogram along with name of Key Persons is to be attached along with the bid)
8.	Registration Particulars (Requisite documentary evidences to be attached along with the bid)	
8.1	Income Tax Permanent Account Number (PAN)	
8.2	GSTIN Numbers	
(A)	GSTIN in the States/UT from where the supply of goods take place	
	Name of the States/UT	GSTIN number
(i)		
(ii)		
(iii)		
(B)	GSTIN in the States/UT where the supply for services take place (states where sites under the subject package is situated)	
	Name of the States/UT	GSTIN number
(i)		
8.3	PF Registration No. of the Company	
	PF Regional Office covered (with Address)	
9.	Details of changes, if any, under process/ is envisaged in Ownership/Control of the Company pursuant to Merger, Amalgamation, Reconstruction of the Company or pursuant to any such scheme under process/ envisaged in near future	
10.	Litigation History	(Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years, to be attached along with the bid).
11.	OTHER INFORMATION	(Please attach any other information as appropriate)

Date:

Place:

Printed Name:

Designation:

BID FORM (FORMAT OF APPLICATION)

Date: xx/xx/2023

To,

General Manager (Contracts)

Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor, SCOPE Complex,
 Lodhi Road, New Delhi-110003

Subject: Empanelment of Energy Efficient Technology Providers (EETP).**NIT No.: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023**

Dear Sir,

1.0 With Reference to your subject IFB/RfE, we are pleased to submit our Bid/proposal/Application for “**Empanelment of Energy Efficient Technology Providers (EETP)**” (as per declaration attached as **Attachment-A** and **Attachment-B**) in a sealed cover as detailed below:

- (a) Tender Fee: Fee towards cost of RfE Documents as per Clause 2 of Section-2 or documentary evidence as mentioned in Clause 13 of Section-2 of RfE in support of exemption of Document Fee.
- (b) Attachment-1: Bid Form
- (c) Attachment-2: Bid Security Fee/Earnest Money Deposit: **Not Applicable**
- (d) Attachment-3: Power of Attorney
- (e) Attachment-4: Form of acceptance of EESL fraud prevention policy and declaration
- (f) Attachment-5: An undertaking by Holding Company (as applicable)
- (g) Attachment-6: Form for details regarding RTGS/NEFT
- (h) Attachment-7: Compliance Matrix/Checklist – List of Bidders
- (i) Attachment-8: Certificate Regarding Declaration of Local Content
- (j) Attachment-9: Restrictions on procurement from a Bidder of a country which shares a land border with India” Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)
- (k) Attachment-10: Details regarding Qualifying Requirement/Eligibility criteria as per Section-3
- (l) Attachment-11: Declaration duly signed on Company Letter Headpad with company’s seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules for giving false declaration of local content.
- (m) Attachment 12: Certificate regarding non debarment / blacklisting/disqualification
- (n) Documentary evidence regarding bidder’s qualifications to perform the contract as required in Qualifying Requirements.

2. We confirm that all the requisite information/ details/ data/ documents required as per the RfE Document have been enclosed.
3. We also confirm that we are submitting our Application/Bid as per the Forms and Formats for submission of Applications as provided in Section–5 of RfE Document.

We confirm that all the information/ details/ data/ documentary evidences etc. furnished by us in this Application are correct and we have not concealed or misrepresented any facts. We further confirm that we have no conflict of interest in accordance with Clause 6, Section-2 of the RfE Documents.

4. We have carefully perused the RfE Document and we hereby give our unqualified acceptance to the procedure adopted by EESL.

We have noted that EESL will consider the Applications/Bids solely on the basis of information/details/data/documentary evidences etc. provided by the Applicants in the Applications or provided by us as Clarification sought in line provisions of Section-4.

5. We have noted that “the Eligible/Qualified/Short-listed Applicants” as per RfE Documents (hereinafter referred to as “the Parties”) shall be required to submit their Techno-Commercial offers against Bidding Documents (RfP) issued by EESL under Phase-II to facilitate procurement of quality equipments.
6. We also understand that EESL reserves the right to withhold our Application, issue RfP Document to any short-listed Party, and also annul this RfE process without assigning any reasons whatsoever.
7. We understand that this empanelment under this RfE (2023) shall remain valid upto **02 (Two) years** from the date of empanelment unless the Party/Vendor/bidder is put on HOLIDAY/BLACKLISTED. We also understand that EESL reserve the right to cancel our empanelment at any stage and at any time without assigning any reasons whatsoever.
8. We shall submit additional clarifications/information/details/data/documents in case sought for by EESL. We also understand that during this RfE process, EESL may verify our credentials by contacting/visiting our clients/ customers/ bankers as well as our offices/ works/ facilities.
9. We understand that EESL shall cancel the Application, short-listing of Qualified Applicant, eligibility of short-listed Party who had submitted false particulars/fake documents and take appropriate action, as deemed fit by EESL, against such Applicant/Party.
10. We agree to abide by this bid for a period **(06) six months** from the date of opening of bids as stipulated in the RfE documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
11. We understand that you are not bound to accept our bid or any other bid you may receive.

12. We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948
13. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORISED
SIGNATORIES:
ADDRESS:
MOBILE NO.:
LAND LINE NO.:

Our correspondence & company details are:

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code) & Mobile No.	
7	e-mail of the contact person	
8	Fax No. (with STD code)	

**Form for submitting Bid Security (BG) in the format in lieu of EMD
(NOT APPLICABLE)**

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No.

Date.....

To:

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 6th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no.....dated.....M/s.....
.....having its registered/head office at.....(here in after called "Bidder") wish to participate in the said bid for (name of package)

We, the (Name and address of the bank), having our head office at guarantee and undertake to pay immediately on demand by Energy Efficiency Services Limited, the amount of without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from..... (Bidder's Name)....., on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name :

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

- Bid Security amount shall be as specified in the IFB/ITB. Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

Sl.No.	Details of Checks	YES / NO
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 GUARANTEE FOR
BID SECURITY (NOT APPLICABLE)**

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 Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

• **NATIONALISED BANKS**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	13.	Canara Bank
10.	Andhra Bank	14.	Central Bank of India
11.	Bank of India	15.	Corporation Bank
12.	Bank of Maharashtra	16.	Dena Bank
17.	Indian Bank	18.	Indian Overseas Bank
19.	Oriental Bank of Commerce	20.	Punjab National Bank
21.	Punjab & Sind Bank	22.	Syndicate Bank
23.	Union Bank of India	24.	United Bank of India
25.	UCO Bank	26.	Vijaya Bank
27.	Bank of Baroda		

• **SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of Rajasthan	41.	Sangli Bank Ltd.
28.	Bharat Overseas Bank Ltd.	42.	South Indian Bank Ltd.
29.	Catholic Syrian Bank	43.	Tamilnad Mercantile Bank Ltd.
30.	City Union Bank	44.	United Western Bank Ltd.
31.	Dhanalakshmi Bank	45.	ING Vysya Bank Ltd.
32.	Federal Bank Ltd.	46.	UTI Bank Ltd.
33.	Jammu & Kashmir Bank Ltd.	47.	S.B.I. Commercial & International Bank Ltd.
34.	Karnataka Bank Ltd.	48.	Ganesh Bank of Kurundwad Ltd.
35.	KarurVysya Bank Ltd.	49.	INDUSIND Bank Ltd.
36.	Lakshmi Vilas Bank Ltd.	50.	ICICI Bank Ltd.
37.	Lord Krishna Bank Ltd.	51.	HDFC Bank Ltd.
38.	Nainital Bank Ltd.	52.	Centurion Bank of Punjab Limited
39.	Kotak Mahindra Bank	53.	Development Credit Bank Ltd.

40.	Ratnakar Bank Ltd.	54.	Yes Bank
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(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl.No	Name of Banks	Sl. No.	Name of Banks
55.	Abu Dhabi Commercial Bank Ltd.	71.	Sonali Bank
56.	ABN Amro Bank Ltd.	72.	Standard Chartered Bank
57.	American Express Bank Ltd.	73.	J.P Morgan Chase Bank
58.	Bank of America NA	74.	State Bank of Mauritius
59.	Bank of Bahrain& Kuwait	75.	Development Bank of Singapore
60.	Mashreq Bank	76.	Bank of Ceylon
61.	Bank of Nova Scotia	77.	Bank International Indonesia
62.	The Bank of Tokyo-Mitsubishi UFJ Limited.	78.	Arab Bangladesh Bank
63.	Calyon Bank	79.	Cho Hung Bank
64.	BNP Paribas	80.	China Trust Bank
65.	Barclays Bank	81.	Mizuho Corporate Bank Ltd.
66.	Citi Bank	82.	Krung Thai Bank
67.	Deutsche Bank	83.	Antwerp Diamond Bank N.V. Belgium
68.	The Hong Kong and Shanghai Banking Corporation Ltd.	84.	InternationaleNederlandenBank N.V. (ING Bank)
69.	Oman International Bank	85.	Bank of China Ltd.
70.	SocieteGenerale		

(E) PUBLIC SECTOR BANK

Sl.No	Name of Banks	Sl. No.	Name of Banks
86.	IDBI Ltd.		

Note: Any Addition/Deletion/Modification in Bank list shall be as per changes in Second Schedule List of above categories of bank by RBI from time to time.

ATTACHMENT - 3

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

(BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT)

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY
(On the Letter head)

To,

General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Sub: Letter of Acceptance of EESL Fraud Policy

Ref: NIT/RFP No.

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of EESL and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / bidders / service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....

Date:

Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE www.eeslindia.org

**PROFORMA OF LETTER OF UNDERTAKING
(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE
VALUE)**

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder alongwith the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]

Ref.:NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,

General Manager (Contracts)

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sir,

- 1.0 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.
M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause Section 3 and its subsequent amendment.
- 2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).
- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:

(1)

(2)

Yours faithfully,

(Signature of Authorized Signatory)
on behalf of the Holding Company

Name & Designation
Name of the Holding Company
(Seal of Holding Company)

REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

From: M/s_____

Sub: RTGS/NEFT Payments

We agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information hereinbelow. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GSTIN of Supplier	
PAN No. of Supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker

Signature of supplier

With Seal

With stamp & Address

Compliance Matrix/ CHECK – LIST FOR BIDDERS

Please ensure these major Terms & Conditions before submitting your bids in order to avoid REJECTION of your offer.

Sr. No.	Detail/Terms & Conditions	Applicable for	Attached		Reasons for non-compliance/remarks
			Yes	No	
1	Bid/Tender Fee (If Applicable)	Indian Bidders			
2	EMD/Bid Security (If Applicable)	Not Applicable			
3	Bid Fee exempted for being MSE/Start-up	Indian Bidders			
	EMD/Bid Security exempted for being MSE/Start-up	Indian Bidders			
	In case of claiming exemption in submission of Tender Fee, Relevant Certificate of MSEs/Start-up certificate from DIPP (Refer Section-2) is required to be submitted.	Indian Bidders			
	In case of claiming exemption in submission of Tender Fee, enclose proof of being a manufacturer of tendered item. Relevant document issued by competent Govt. Authority/Body shall be submitted.	Indian Bidders			
	In case of Start-up, Business Eligibility certificate (for item tendered) is also required to be submitted	Indian Bidders			
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			
	In case of Women entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			
4	Duly signed and company sealed copy of whole tender document and subsequent amendments (if any)	Indian Bidders			
5	Duly filled up and all applicable formats of tender document.	Indian Bidders			
6	Duly filled-in, signed and stamped Bid Form as Proforma attached as Attachment-1 of Section - 5, FORMS.				
7	A Power of Attorney duly authorized by a notary public, as Attachment-3 of Section-5, FORMS.				

8	Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 4	Indian Bidders			
9	Proforma for Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer (NEFT) as per Attachment-6				
10	Certificate regarding declaration of Local Content (As per Attachment 8 of the tender document)	Indian Bidders			
11	Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment-9 of Section-5)	Indian Bidders			
12	Details regarding Eligibility criteria/Qualifying Requirement as per Attachment-10 of Section-5, FORMS.				
13	Certificate regarding non-debarment for false declaration of local content as per Attachment-11	Indian Bidders			
14	Certificate regarding non-debarment/blacklisting/disqualification as per Attachment-12	Indian Bidders			
15	GST Registration Certificate and PAN Card Copy.	Indian Bidders			

NOT TO BE PRINTED ALONG WITH ABOVE TABLE

The above mentioned points are major Terms & Conditions and are indicative in nature. Bidder shall carefully go through the detailed requirements, QR and other terms and conditions for better understanding and submit the bid accordingly.

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

..... **Name of the Tender**.....;

Date:

I _____ S/o, _____ D/o, _____ W/o, _____ Resident
of _____ hereby
solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 16/11/2021 issued by Ministry of Power (hereinafter **MoP order**) and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for

.....

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the ‘Local Content’ as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for
....., is percent (%).

That the goods/services/works supplied by me for
....., meet the ‘Local Content’ requirement as defined in the PPP-MII order **and MoP order for “Class-I Local Supplier”**.

That the value addition for the purpose of meeting the ‘Local Content’ has been made by me at (*Enter the details of the location(s) at which value addition is made*).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for **“Class-I Local Supplier”**.
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Specification No.: -----

ATTACHMENT-XX

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable [to be submitted on the letter head of the issuer.] [NOT APPLICABLE]

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated **16/09/2020** [hereinafter, “PPP-MII Order”] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, ‘**Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 16/11/2021 issued by Ministry of Power** [hereinafter, “**MoP order**”] and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order and MoP Order, M/s.[Enter the name of the Bidder] [hereinafter, “**Class-I Local Supplier**” or “**Class-II Local Supplier**” (strike off which is not applicable)] have submitted an Affidavit of self-certification to M/s. Energy Efficiency Services Limited [hereinafter, EESL] regarding Local Content in Goods/Services/Works to be supplied by the “**Class-I Local Supplier**” or “**Class-II Local Supplier**” (strike off which is not applicable) for design, manufacturing, testing, supply, installation and warranty (if any) for energy efficient technology items/equipments under Phase-II (SSTE) bidding, wherein they have agreed to abide by the terms and conditions of the PPP-MII Order and MoP Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” or “**Class-II Local Supplier**” (strike off which is not applicable) for design, manufacturing, testing, supply, installation and warranty (if any) for energy efficient technology items/equipments under Phase-II (SSTE) bidding.

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the “**Class-I Local Supplier**” or “**Class-II Local Supplier**” (strike off which is not applicable) a practicing cost accountant or practicing chartered accountant [*choose as applicable*], certify that the Local Content as defined under the PPP-MII and MoP Order, in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” or “**Class-II Local Supplier**” (strike off which is not applicable) for design, manufacturing, testing, supply, installation and warranty if any) for energy efficient technology items/equipment's under Phase-II (SSTE) bidding, is percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor's/Cost auditor's/Cost accountant's/Chartered accountant's attestation>>
Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by EESL.

Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

- 1.0 We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**”] and any subsequent modifications/Amendments, if any.
- 2.0 Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.
- 3.0 We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the requisite Order/Circular/Document** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]
- 4.0 We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or EESL’s policy and procedures.

Date:

Printed Name:

Place:

Designation:

Format for filling details related to Qualifying Requirement (QR)

(This format is required to be submitted by the Bidder along with data/details/documents

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
1.	Status of the Bidder	
a.	A Single Entity means a limited company (as defined in the Companies Act, 1956)	<input type="checkbox"/>
b.	A registered partnership firm (registered under section 59 of the Partnership Act, 1932)	<input type="checkbox"/>
c.	A limited liability partnership (under the Limited Liability Partnership Act, 2002)	<input type="checkbox"/>
d.	Proprietorship firm	<input type="checkbox"/>
1.1	Details of Documents submitted as evidence for aforesaid status	(....fill in no. and date of Documentary evidence....)

submitted in support of meeting criteria for QR)

Sl. No.	Description of Package quoted for	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
2.	<u>[PACKAGE-.....] (.....Insert name of Technology as per Annexure-II of Section -3 of RfE.....)</u> Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience for 'Similar Assignments' in line with the QR	(....fill in Contract No. and its Date)
2.1	Mention Name and Address of Client along with Contact details of concerned person	(....fill in requisite details....)
2.2	Whether Scope of Work under above referred Contract at sl. no. 2 for Technology under Package – (....indicate the name of package quoted for....) includes the similar works as referred at Annexure-I of Section-3 of RfE for corresponding package/technology under the subject Tender.	

a	Manufacturing/Supply Installation Testing & Commissioning/Installation & Commissioning work/Repair & maintenance work/System Integration work of the Technology under Package-(....indicate the name of package quoted for....)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3	Value of Work Order	INR.....
2.4	Date of execution/completionDD/MM/YYYY...

Note: Use separate sheets for each Contract to fill in details as per sl. no.2 above

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
3	In case of proprietorship/ partnership, ITR along with management signed accounts submitted, if audited is not available	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Physical office in Delhi (NCR)	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Bidder is Start-up/MSE as per relevant policy/guidelines of Government of India.	MSE <input type="checkbox"/> Start-up <input type="checkbox"/> None <input type="checkbox"/>
5.1	Documentary Evidence Submitted in support of sl. no. 5 above	(...fill in name of Documentary Evidence....)

I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of RfP Documents and EESL's Policy and Guidelines.

For and On behalf of M/s.....

Signature:

Name:

Designation:

**CERTIFICATE REGARDING NON- DEBARMENT FOR FALSE DECLARATION OF
LOCAL CONTENT
[On the Letter Head]**

To,

General Manager (Contracts)

Energy Efficiency Services Limited.

(A JV of PSUs of Ministry of Power, Govt. of India)

4th Floor, CORE –5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non debarment for false declaration of Local Content

Ref: NIT/Bid Document No: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023

Dear Sir/Madam,

We certify that we are not under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rules for giving false declaration of local content.

Thanking You,

Yours faithfully,

Signature

.....
Printed Name.....
Seal.....

Date:

Place:

CERTIFICATE REGARDING NONDEBARMENT/BLACKLISTING/DISQUALIFICATION
[On the Letter Head]

To,

General Manager (Contracts)

Energy Efficiency Services Limited.

(A JV of PSUs of Ministry of Power, Govt. of India)

4th Floor, CORE -5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non-debarment / blacklisting/disqualification

Ref: NIT/Bid Document No: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023

Dear Sir/Madam,

We certify that we have not been black-listed/debarred/disqualified by any regulatory/statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e. www.eeslindia.org) and undertake that we along with our associate / collaborator /sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

.....
Printed Name.....

Seal.....

Date:

Place:

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

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(NOT APPLICABLE)**

Ref.:
Bank Guarantee No.....
Date.....

To,

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sirs,

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), a Contract by issue of Owner's Letter of Award No.....datedand the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * % (percent) of the said value of the Contract to the Owner.

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 ofas 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 extent 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 on 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 not withstanding 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.

Witness

Dated thisday of.....at.....

Witness

.....
Signature
.....

Signature

.....
Name

Bank's Rubber Stamp

.....
Official Address
.....

Name

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

S.No.	Details of Checks	YES / NO
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 / Contract 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 Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

• **Nationalized Banks**

Sl.No	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank
14.	Corporation Bank	23.	Union Bank of India
15.	Dena Bank	24.	United Bank of India
16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

C. Foreign Banks

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

D. SCHEDULED PRIVATE BANKS

Sl.No	Name of Banks	Sl. No.	Name of Banks
40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.	45.	IDFC Bank.
46.	South Indian Bank		

E. Other Public Sector Banks

Sl.No	Name of Banks	Sl. No.	Name of Banks
45.	IDBI Ltd.		

**FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS (Not Applicable)
(On Non-Judicial Stamp Paper of Appropriate Value if required)**

THIS JOINT DEED OF UNDERTAKING executed on this..... day of.....Two Thousand and..... by a company incorporated under the laws ofand having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of.....and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the NIT/ICB No.....for(*insert name of the Tender*)..... of Energy Efficiency Services Limited, a Company incorporated under the Companies Act of 1956 having its registered office at NFL Building, 5th & 6th Floor, Core – III, SCOPE Complex, Lodhi Road, New Delhi – 110003 (hereinafter called the "Purchaser").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated

AND WHEREAS the Purchaser invited bids as per the above mentioned Specification for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under subject **Tender** i.e.....

AND WHEREAS Clause 19, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-3 forming part of the bidding documents, inter-alia stipulates that an Undertaking of two qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Section-3, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 4 of ITB and Qualification Criteria in Section-3 and in such a case, the Bid Submission Sheets shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder. The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Purchaser vide proposal No.....dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 19, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-3, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Purchaser to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Purchaser for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Purchaser suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Purchaser can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Purchaser.
4. The financial liability of the Parties of this Deed of Undertaking to the Purchaser, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties are given as in the bid. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract. and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Purchaser in the

currency/currencies of the Contract. In case of award on us, the delineation of scope of work shall be as per the following:

Sl. No.	Scope of Work to be executed by	
	Party No.-1	Party No.-2

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Purchaser discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated
Name

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.
II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of
M/s.....

Name
Designation
Signature

(Signature of the authorized
representative)

WITNESS :

I.
II.

Common Seal of

For Party No.-3

has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For and on behalf of M/s
.....

Name
Designation

Signature

(Signature of the authorized
representative)

WITNESS:

- I.
II.

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE (Not Applicable)
(On Non-Judicial Stamp Paper of Appropriate Value if required)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder..... have formed a Joint Venture under the laws of and having our Registered Office/Head Office at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s. being the Partner incharge do hereby constitute, nominate and appoint M/s. a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No.....; Package, the bids for which have been invited by Energy Efficiency Services Limited, a Company incorporated under the Companies Act of 1956 having its registered office at NFL Building, 5th & 6th Floor, Core – III, SCOPE Complex, Lodhi Road, New Delhi – 110003, INDIA (hereinafter called the "Purchaser") to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the "Joint Venture".
- ii) To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".
- v) To receive payment on behalf of the "Joint Venture".
- vi) To authorize any other partners of the Joint Venture, if necessary, to receive payments under the contract.

It is clearly understood that the Partner Incharge shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney /Authorised Representative quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of

the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

For and On behalf of the Partners of Joint
Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture :
The Common Seal has been affixed there unto in the presence of :

WITNESS:

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

FORMAT OF LETTER OF EMPANELMENT
THROUGH COURIER/SPEED POST

Ref. No.:

Date: xx/xx/2023

To,

M/s.

.....

.....

Kind Attention:

**Subject: Regarding Empanelment of Agency for Technology under RfE
No.: EESL/06/2023-24/EETP/OTE/232407014 Date: 01/08/2023**

Dear Sir,

- 1.0 This has reference to our RfE No.: for which you had submitted the bid which was opened on
- 2.0 In this regard, it is informed that your firm, M/s. is hereby empaneled forTechnology. The said empanelment shall be valid upto
- 3.0 Please note that your eligibility to bid against the 'Request for Proposal' shall be governed as per the terms and conditions of the said RfE Documents.

Thanking you,

**For and On behalf of
Energy Efficiency Services Limited**

(.....)
..... (Contracts)