

Section 6 - Bidding Forms

BID FORM

To,

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

Subject:-IFB/RfP No/Package No. **EESL/06/2020-21/ICB-ISA-SHLS/20216011** Due for opening on

.....

Dear Sir,

With Reference to your subject IFB/RfP, we are pleased to submit our bid for "....." in a sealed cover as detailed below:

Envelope I: Bid document fee/cost of tender documents [wherever applicable], Bid Security fees/Earnest Money Deposit, Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of EESL fraud prevention policy.

Envelope II: ~~Deviation statement~~, Techno-commercial bid, Signed copy of RfP and subsequent amendments, if any.

Envelope III: Price Bid

We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the four attachments as stated in "Instructions to Bidders"

We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes including service tax, entry tax(if any) , duties , levies , charges as may be assessed on us.

We further declare that additional conditions, variations, ~~deviations, if any~~, found in the proposal other than those listed in Attachment-5 save those pertaining to any rebates offered, shall not be given effect to.

We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.

If our bid is accepted, we undertake to provide contract performance securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period 180 days from the date of opening of bids as stipulated in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after placement of Lol/LoA.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Intent/ Letter of Award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any other bid you may receive.

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 & AUTHORIZED SIGNATORIES

ADDRESS :

MOBILE NO. :

LAND LINE NO. :

Our correspondence 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	Country of Incorporation	
5	Designation of the person to whom all references shall be made regarding this tender	
6	Address of the person to whom all references shall be made regarding this tender	
7	Telephone (with STD/ISD code)	
8	E-Mail of the contact person	
9	Fax No. (with STD/ISD code)	

Bid Security Form Bank Guarantee

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

Bank Guarantee No.

Date.....

To:

<< MCNA ADDRESS>>

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 <<employer>>, the amount ofwithout 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)	In case 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?	

ANNEXURE-I

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SBI and its Associate Banks	
1.	The Chairman State Bank of India, Central Office Chairman's Secretariat, P.B.No.12, Nariman Point Mumbai-400 021.

Head Offices of Nationalised Banks			
1.	The Chairman Allahabad Bank Head Office, 2, Netaji Subhas Road Kolkata-700 001.	2.	The Chairman Andhra Bank, Andhra Bank Building Sultan Bazar, P.B.No.161 Hyderabad-500 001.
3.	The Chairman Bank of Baroda, Head Office, Baroda House, Mandvi, Vadodara- 390006, Gujarat.	4.	The Chairman Bank of India, Head Office Express Towers, Nariman Point Mumbai-400 021.
5.	The Chairman Bank of Maharashtra, Lok Mangal 1501, Shivaji Nagar, Post Box No.919 Pune-411 005.	6.	The Chairman Canara Bank, 112, Jayachamarajendra Road Post Box No.6648 Bangalore-560 002.
7.	The Chairman Central Bank of India, Central Office Chander Mukhi, Nariman Point Mumbai-400 021.	8.	The Chairman Corporation Bank, Bharath Building G.H.S. Road, Post Box No.88 Mangalore-575 001.
9.	The Chairman Dena Bank Dena Corporate Centre C-10 G Block Bandra Kurla Complex Bandra East Mumbai 400 051.	10.	The Chairman Indian Bank Building P.B.No.1384, 31, Rajaji Road Chennai-600 001.
11.	The Chairman Indian Overseas Bank, Central Office 762, Anna Salai, P.B.No.3765 Chennai-600 002.	12.	The Chairman Oriental Bank of Commerce E-Block, Connaught Place, P.B.No.329 New Delhi-110 001.
13.	The Chairman Punjab National Bank 7, Bhikaji Cama Place, Africa Avenue New Delhi-110 066.	14.	The Chairman Syndicate Bank Post Box No.1, Manipal-576 119.
15.	The Chairman Union Bank of India, Union Bank Building Central Office, 239, Backbay Reclamation Post Box No.93A, Nariman Point, Mumbai-400 021.	16.	The Chairman United Bank of India 16, Old Court House Street Kolkata-700 001.
17.	The Chairman Punjab & Sind Bank, Bank House 4th floor , 21, Rajendra Place New Delhi-110 008.	18.	The Chairman UCO Bank, Head Office 10, Biplabi Trailokya Maharaj , Sarani Kolkata-700 001.
19.	The Chairman Vijaya Bank, Administrative Office Janardhan Towers No.2, Residency Road Bangalore-560 025.		

Financial Intermediaries Private - Indian Banks			
Sr. No	Name of the licensed entity and Head/registered/ corporate office addresses	Sr. No	Name of the licensed entity and Head/registered/ corporate office addresses
1	Axis Bank Limited "TRISHUL" Third Floor, Opp. Samartheshwar Temple, Nr. Law Garden, Ellisbridge Ahmedabad - 380 006 (Gujrat)	2	Bandhan Bank Limited DN 32, Sector V Salt Lake City Kolkata – 700091 (West Bengal)
3	Catholic Syrian Bank Limited College View St. Mary's College Road Thrissur – 680 020 (Kerala)	4	City Union Bank Limited 149, T S R (Big) Street Post Box No 25 Kumbakonam –612 001 (Tamilnadu)
5	DCB Bank Limited 6th Floor, Tower A Peninsula Business Park Senapati Bapat Marg, Lower Parel Mumbai – 400013 (Maharashtra)	6	Dhanlaxmi Bank Limited Post Box No 9 The Round, Naickanal Thrissur – 680 001 (Kerala)
7	Federal Bank Limited Federal Towers Post Box No 103 Aluva – 683 101 (Kerala)	8	HDFC Bank Limited Trade World Kamala Mills Compound Senapati Bapat Marg, Lower Parel Mumbai – 400 013 (Maharashtra)
9	ICICI Bank Limited Landmark, Race Course Circle, Vadodara 390 007 (Gujrat)	10	IndusInd Bank Limited 701, Solitaire Corporate Park 167, Guru Hargovindji Marg Andheri (East) Mumbai 400 093 (Maharashtra)
11	IDFC Bank Limited Naman Chambers C-32, G-Block, Bandra Kurla Complex Bandra (East) Mumbai- 400051 (Maharashtra)	12	Jammu & Kashmir Bank Limited Maulana Azad Road Srinagar – 190 001 (Jammu & Kashmir)
13	Karnataka Bank Limited P B No 599 Mahaveera Circle Kankanady Post Mangalore – 575 002 (Karnataka)	14	Karur Vysya Bank Limited Erode Road Post Box No 21 Karur – 639 002 (Tamilnadu)
15	Kotak Mahindra Bank Limited 27BKC, C27, G Block Bandra Kurla Complex Bandra (E), Mumbai- 400051 (Maharashtra)	16	Lakshmi Vilas Bank Limited Post Box No 2 Salem Road, Kathapara Vengamedu Post Karur –639 006 (Tamil Nadu)
17	Nainital Bank Limited Annex 7 Oaks Building Mallital Nainital – 263 001 (Uttaranchal)	18	RBL Bank Limited Mahavir, Shri Shahu Market Yard, Kolhapur – 416005 (Maharashtra)
19	South Indian Bank Limited SIB House T.B.Road, Mission Quarters Post Box No 28 Thrissur – 680 001 (Kerala)	20	Tamilnad Mercantile Bank Limited 57,V.E.Road Thoothukudi (Tuticorin)- 628 002 (Tamil Nadu)
21	YES Bank Limited YES BANK Tower, IFC-2, 15th Floor Senapati Bapat Marg, Elphinstone (W) Mumbai – 400 013 (Maharashtra)	22	IDBI Bank Limited IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005.

Financial Intermediaries Private-Foreign Banks			
1.	Chief Executive Officer Abu Dhabi Commercial Bank PJSC 75, Rehmat Manzil, Veer Nariman Road, Churchgate Mumbai – 400 020	2.	Chief Executive Officer American Express Banking Corp. Cyber City, Tower “C”, DLF Building No.8 Sector - 25, DLF City Phase - II, Gurugram – 122 002
3.	Chief Executive Officer AB Bank Limited 41 / 42 Liberty Building, Sir Vithaldas Thakersey Marg, New Marine Lines, Mumbai - 400 020	4.	Chief Executive Officer Australia & New Zealand Banking Group Limited ‘Cynergy’, A-1 Ground Floor & A-6th Floor, Appa Saheb Marathe Marg, Prabhadevi, Mumbai – 400 025
5.	Chief Executive Officer KEB Hana Bank 4th Floor, Bannari Amman Towers, No. 29, Radhakrishnan Road Mylapore Chennai – 600 004	6.	Chief Executive Officer PT Bank Maybank Indonesia TBK 702, 7th Floor, One India Bulls Centre, Tower 2 - B, Elphinstone Road (West) Mumbai – 400 013
7.	Chief Executive Officer Bank of America Corporate Office 18th Floor, A Wing, One BKC, G Block, Bandra Kurla Complex, Bandra (East) Mumbai - 400 021	8.	Chief Executive Officer Bank of Bahrain and Kuwait B.S.C. 225, Ground Floor, Jolly Maker Chambers II, Nariman Point, Mumbai - 400 021
9.	Chief Executive Officer Bank of Ceylon No. 20/21, Casa Major Road, Zerald Garden, 2nd Lane, Egmore, Chennai - 600 008	10.	Chief Executive Officer Bank of Nova Scotia Mittal Tower, 'B' Wing, Ground Floor, Nariman Point, Mumbai - 400 021
11.	Chief Executive Officer The Bank of Tokyo - Mitsubishi UFJ, Limited Hoechst House, 15th Floor, 193, Vinay K. Shah Marg Nariman Point, Mumbai – 400 021	12.	Chief Executive Officer Barclays Bank Plc 801 – 808, Ceejay House Shivsagar Estate Dr. Annie Besant Road Worli Mumbai – 400 018
13.	Chief Executive Officer BNP Paribas BNP Paribas House, 1 North Avenue, Maker Maxity Bandra Kurla Complex, Bandra (East) Mumbai - 400 001	14.	Chief Executive Officer Citibank N.A. 8th Floor, FIFC Building C - 54 & 55, G Block, Bandra - Kurla Complex, Bandra (East) Mumbai - 400 051
15.	Chief Executive Officer Credit Suisse A.G 10th Floor, Ceejay House, Plot F, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai – 400 018	16.	Chief Executive Officer DBS Bank Limited Ground Floor, Express Towers, Block III, Backbay Reclamation Nariman Point Mumbai - 400 001
17.	Chief Executive Officer Deutsche Bank A.G., Deutsche Bank House Hazarimal Somani Marg, Fort, Mumbai - 400 001	18.	Chief Executive Officer FirstRand Bank Limited 4th floor, TCG Financial Centre C – 53, "G" Block Bandra Kurla complex, Bandra (East) Mumbai – 400 051
19.	Chief Executive Officer JP Morgan Chase Bank N.A. J.P Morgan Tower, Off. C.S.T Road, Kalina, Santacruz (East) Mumbai – 400 098	20.	Chief Executive Officer JSC VTB Bank The Taj Mahal Hotel, 1, Mansingh Road, New Delhi – 110011
21.	Chief Executive Officer Mashreqbank PSC 1305, Raheja Centre Free Press Journal Marg	22.	Chief Executive Officer National Australia Bank 901, 9th Floor, Nariman Bhavan

	Nariman Point, Mumbai - 400 021		227, Backbay Reclamation, Nariman Point, Mumbai - 400 021
23.	Chief Executive Officer Shinhan Bank Unit No. 701 / 702, 7th Floor, Peninsula Tower 1, Peninsula Corporate Park, G. K. Marg, Lower Parel, Mumbai – 400 013	24.	Chief Executive Officer Societe Generale India 19th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013
25.	Chief Executive Officer SBM Bank (India) Limited 1st Floor Raheja Centre, Free Press Journal Marg Nariman Point Mumbai – 400 021	26.	Chief Executive Officer Sberbank Upper Ground Floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi – 110 001
27.	Chief Executive Officer Sumitomo Mitsui Banking Corporation 13th Floor, Hindustan Times (HT) House, 18 - 20 KG Marg, Connaught Place, New Delhi – 110 001	28.	Chief Executive Officer The Royal Bank of Scotland plc. Brady House, 14, Veer Nariman Road, Fort Mumbai - 400 023
29.	Chief Executive Officer United Overseas Bank Limited 3 North Avenue, Maker Maxity, Unit 31 & 37, 3rd floor, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051	30.	Chief Executive Officer Westpac Banking Corporation 1201, 12th floor, B Wing, The Capital, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051
31.	Chief Executive Officer Woori Bank 2nd Floor, Lotte India No.4/169, Rajiv Gandhi Salai (OMR) Kandanchavadi, Perungudi Chennai - 600 096	32.	Chief Executive Officer Doha Bank Sakhar Bhavan, Ground Floor, Plot No 230, Block No III, Backbay Reclamation, Nariman Point, Mumbai - 400 021
33.	Chief Executive Officer First Abu Dhabi Bank PJSC Unit 1101 & 1201, Platina, C - 59, G Block, Bandra Kurla Complex Bandra (East) Mumbai - 400 021	34.	Chief Executive Officer Emirates NBD Bank PJSC Ground & 1st Floor 5, North Avenue, Maker Maxity Bandra Kurla Complex Bandra (East) Mumbai – 400 051
35.	Chief Executive Officer CTBC Bank Co. Limited Upper Ground Floor, Birla Tower, 25, Barakhamba Road New Delhi - 110 001	36.	Chief Executive Officer Hong Kong and Shanghai Banking Corporation Limited 52/60, Mahatma Gandhi Road, Mumbai - 400 001
37.	Chief Executive Officer Mizuho Bank Limited Level 17, Tower – A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel Mumbai - 400 013	38.	Chief Executive Officer Coöperatieve Centrale Raiffeisen- Boerenleenbank B.A. 20th Floor, Peninsula Business Park, Tower A, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013
39.	Chief Executive Officer Standard Chartered Bank Crescenzo Parini, 3A Floor, C 38 - 39, G Block, Bandra Kurla Complex, Bandra (E) Mumbai – 400 051	40.	Chief Executive Officer Qatar National Bank SAQ G – 1A, 4 North Avenue Maker Maxity, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051

ATTACHMENT - 3

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

ATTACHMENT - 4

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,
Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, Scope Complex, Lodhi Road
New Delhi 110003

Sub:

1.0 With reference to our bid proposal no.....dated.....for
...../ **Package no.** **Dated**
....., we hereby confirm that we have read the following provisions of the following
clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the
stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.

Governing Laws	-	Clause 7 of ITB
Settlement of Disputes	-	Clause 17 of ITB
Terms of payment	-	Clause 1.0 of SCC
Performance Security	-	Clause 5.9 of ITB
Taxes and Duties	-	Clause 8 of ITB
Completion Time Guarantee	-	Clause 9 of ITB
Defects Liability	-	Clause 10 of ITB
Functional Guarantee	-	Clause 11 of ITB
Patent Indemnity	-	Clause 2.25 of ITB
Limitations of Liability	-	Clause 2.27 of ITB
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid

We further confirm that any deviation to the above clauses found anywhere in our bid
proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication
to EESL.

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder
can take a print out of it and sign.

ATTACHMENT - 5

NAME OF WORK:.....

BIDDING DOCUMENT NO.....

(Deviations Statement)

Bidder's Name and Address:.....

To,

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, Scope Complex, Lodhi Road
New Delhi 110003

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for IFB/RfP No.

These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section/ Part/ Chapter	Clause No.	Page No.	Statement of Deviations/ Variations	Cost of withdrawal
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A. COMMERCIAL DEVIATIONS :

B. TECHNICAL DEVIATIONS :

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal)

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

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

To,

<<MCNA ADDRESS>>

Dear Sirs,

In consideration of the <<MCNA>>, (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 Intent 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

Name

Official Address

Signature

Bank's Rubber Stamp

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 MCNA in any manner)?	
h)	Incase of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No.NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

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

Same as Annex-1

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

To:

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 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 BANK GUARANTEE FOR ADVANCE PAYMENT

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

To,

<<ISA Member Country Nodal Agency>>

Dear Sir,

In consideration of (Employer's Name).... (here in after referred to as the 'Employer', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s.....(Contractor's Name)....with its Registered /Head Office at.....(hereinafter referred to as the 'Contractor' which expression in shall unless repugnant to the context or meaning thereof , include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Letter of Award No.....dated.....and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No.....dated.....valuedatfor.....
.....(Name of Contract).....(hereinafter called the 'Contract') and the Employer having agreed to make an advance ('said Advance') to the Contractor amounting to (in words and figures).....in terms of the said Contract for performance of the above Contract against Bank Guarantee to be furnished by the Contractor.

We.....(Name and address of the Bank).....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 Employer, immediately on demand any or, all monies payable by the Contractor to the extent of(advance amount).....as aforesaid at any time up to.....(#)......without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding as to the amount claimed by the Employer under this guarantee notwithstanding any difference between the Employer 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 employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer 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 might have against the Contractor, and to exercise the same at any time in any manner, in the Contract between the Employer and the contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer 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 agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to(advance amount)..... 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.....(Contractor's Name).....on whose behalf this guarantee has been given.

Dated thisday of20.....at.....

WITNESS:

(Name).....

(Signature).....

(Name).....

(Signature)

Stamp) (Designation with Bank

Attorney as per Power Of Attorney No.....

Dated.....

Notes:

1. (#) this date shall be ninety (90) days beyond the date of Completion of the Facilities.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

NOTE:

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.

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 along with 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,

Chief General Manager (SCM)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-3, 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:

Yours faithfully,

(1)

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

(2)

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 are agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. 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	

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

Encl: As above:-

Confirmed by Banker
With Seal

Signature of supplier
With stamp & Address

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

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

Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in accordance with Criterion 2.2.2 of Section 3	
As per Sec-4	

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner / Consortium Member: _____

Financial Data for Previous __ Years [USD]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

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

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

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

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

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

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture / Consortium Member in terms of the amounts billed to clients for each year for work in progress or completed : to be provided in USD.

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

Joint Venture Partner / Consortium Member: _____

Annual Turnover Data for the Last . . . Years	
Year	Amount in USD

Average Annual Turnover (AAT)

DECLARATION CERTIFICATE

(Declaration for No. of __ Solar Home System quoted by the Bidder)

Ref. NIT/Bid Document No.:_____.

{Description: _____}

To,

<<Employer>>

Sub.: Declaration for the No. of Solar Home System quoted by bidder in the Tendered Delivery Period.

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

Signature of bidder
With stamp & Address

(*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.)

Format for Pre-bid queries – to be emailed to eproc@eesl.co.in 48 hrs prior to Pre-bid Meeting.

Name of Tenderer					
Tender No.					
Tender ID					
Bid Opening Date					
Sr.No.	Section No. Page No. Para No./Clause No.		Description as per RFP	Queries/ Clarification of the bidder	Remarks
1	Section No.				
	Page No.				
	Para No./Clause No.				
2	Section No.				
	Page No.				
	Para No./Clause No.				
3	Section No.				
	Page No.				
	Para No./Clause No.				
	Page No.				
	Para No./Clause No.				