



## Invitation for Bids

<b>Date:</b>	22 <sup>nd</sup> December 2020
<b>Project No. and Title:</b>	Loan Number 3867-IND: Scaling Up Demand-Side Energy Efficiency Sector  Grant Number 0605-IND: Demand Side Energy Efficiency Sector Project-Additional Financing  Project - Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.
<b>Contract Nos. and Title:</b>	EESL/06/2020-21/ICB/E-Vehicles/202112021 “Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.”
<b>Deadline for Submission of Bids:</b>	05 <sup>th</sup> February 2021, 1500 Hrs. (IST)

1. India has received for financing from the Asian Development Bank (ADB) towards the cost of **Scaling Up Demand Side Energy Efficiency Sector Project and towards the cost of Demand Side Energy Efficiency Sector Project**. Part of this financing will be applied to eligible payment under the contract for which this Invitation for Bids is issued.
2. The **Energy Efficiency Services Ltd (EESL) (Employer)** now invites online Bids from eligible Bidders for the following:
3. “Procurement of 500 Electric Cars with 3 years’ Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

Lot No	Electric Car Variant	No of Electric Cars
Lot-1	4-Wheeler Sedan E-Car with range equal to or more than 180 Kms	200
Lot-2	4-Wheeler E-Car with less than 4M Length and range equal to or more than 250 Km	300

The detailed scope of work for above packages is described in the Bidding Documents.

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Bidders may bid for one or multiple lots, as further defined in the Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one Lot in a package will be allowed to do so provided those documents are included in the Bid Submission Sheet.

**Open Competitive Bidding** will be conducted in accordance with ADB's [Single Stage: Two-Envelope](#) Bidding Procedure and there is no country restriction and universal procurement will apply.

4. The complete Bidding Documents including tender drawings shall be available for inspection and downloading at EESL's website <https://eesl.eproc.in> (hereinafter referred to as the 'portal') from 1700 Hrs on 22<sup>nd</sup> December 2020 to 1500 Hrs. on 05 February 2021. A Pre-Bid conference will be held on 12<sup>th</sup> January 2021 at 1100 Hrs. (IST) at the office of EESL mentioned at para 12.0 below. The detailed Qualifying Requirements (QR) are given in the Bidding Document.
5. Interested bidders have to necessarily register themselves on the portal <https://eesl.eproc.in> as explained in Para 6.1 below to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s C1 India Pvt Ltd Gurgaon at following address to complete the registration formalities:

M/s C 1 India Pvt Ltd.,  
Gulf Petro-Chem Building, Building No 301,  
1<sup>st</sup> Floor, Udyog Vihar Phase II,  
Gurgaon – 110 048  
Contact No.: 0124 430 2000; 88268 14007.  
Email-ID: sandeep.bhandari@c1india.com

**A one-time fee of INR 5000 is to be paid for this registration through DD in favor of Energy Efficiency Services Ltd, New Delhi.**

**Digital Signature Certificates (DSCs):** To carry out e-Procurement using e-Procurement portals, all bidders will be required to obtain valid DSC of Class 3 (Signing + Encryption) issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Bidders are solely responsible for purchase of valid Digital Signature Certificate from authorized Certification Authorities and safe keeping of the certificates. The e-mail address specified in the Digital Signature Certificate shall match with the e-mail address specified in the user profile created during supplier registration. Bidders shall take due care to safe keep the e-Procurement system and DSC token passwords. The Employer shall not be responsible for inability of bidder to participate in a tender due to loss of password by bidder or inability of the bidder to retrieve password. The Employer shall not be responsible for failures or breakdowns of systems, other than those, strictly within the control of Employer and its e-Procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificate requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software.

- 5.1 **Registration on e-Procurement portal:** As stated above, Bidders have to be registered in the e-Procurement portal to be able to participate in tenders published on the site.

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Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In portal terminology, this person will be referred to as the 'Super User' (SU) of that organization. For further details, please visit the website [www.eeslindia.org](http://www.eeslindia.org), and click on the 'E-Tendering' link (on the Home Page), and follow further instructions.

Please note that even after acceptance of your registration by the Service Provider, Bidders need time to complete the mandatory activities related to their organization and prospective bidders are advised to plan accordingly.

- 5.2 They may obtain further information regarding this IFB from the office of Procurement, EESL at the address given at para 12.0 below from 1500 hours to 1700 hours on all working days till the deadline as per para 5.0 above.

For proper uploading of the bids on the portal namely <https://eesl.erpoc.in> it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s C 1 India Pvt Ltd, Gurgaon directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

6. Tender Document fee of US\$ 350 or in Indian Rupees 25,000/- as demand draft/Certified Cheque in favour of Energy Efficiency Services Ltd., payable at New Delhi shall be paid with the submission of the documents in line with Clause 11 of Section 2, Bid Data Sheet
7. Soft Copy parts of bids shall be uploaded up to 1500 Hrs. (IST) on 05<sup>th</sup> February 2021. The original documents as per clause 11 of the Bid Data Sheet shall be received up to 1430 Hrs. (IST) on 05<sup>th</sup> February 2021. The Techno-Commercial part (First Envelope) shall be opened online 05<sup>th</sup> February 2021 at 1530 Hrs. (IST)

The schedule for opening of Price part (Second Envelope) shall be intimated separately, as per the bidding documents.

- 7.1 The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
8. Bids must be accompanied by a Bid Security in the amount as stated in the Bidding Document (Bid Data Sheet).
9. Alternative Bids shall not be permitted.
10. EESL will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.
11. In the comparison of Bids, ADB's Domestic Preference Scheme will be applied in accordance with the provisions stipulated in the Bidding Documents.



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12. All correspondence with regard to the above shall be made to the following address:

**(By email/In Person)**

**Mr. Prashant Kumar, Chief General Manager (SCM)**

**Energy Efficiency Services Ltd.,**

**6 th Floor, Core III,**

**Scope Complex, Lodhi Road,**

**City: New Delhi**

**Pin code: 110003, INDIA**

**Telephone: +91 11 45801260 , +91 11 45801279**

**E-mail address: [eproc@eesl.co.in](mailto:eproc@eesl.co.in) / [pkumar3@eesl.co.in](mailto:pkumar3@eesl.co.in) /**

For more information on EESL, please visit the site at <http://www.eeslindia.org>



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# INTERNATIONAL COMPETITIVE BIDDING DOCUMENT

## Procurement of Goods Single-Stage: Two-Envelope Bidding Procedure

**Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.**

**Issued on: 22.12.2020**

**Invitation for Bids No.: EESL/06/2020-21/ICB/E-Vehicles/202112021**

**ICB No.: EESL/06/2020-21/ICB/E-Vehicles/202112021**

**Purchaser: Energy Efficiency Services Ltd., Delhi**

**Country: India**

### Preface

This Bidding Document for Procurement of Goods has been prepared by Energy Efficiency Services Ltd, hereinafter referred to as EESL, based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, dated June 2018.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.



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User ID : deepak.mittal  
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## Table of Contents

### **PART I – Bidding Procedures**

Section 1.	Instructions to Bidders.....	1
Section 2.	Bid Data Sheet.....	23
Section 3.	Evaluation and Qualification Criteria.....	34
Section 4.	Bidding Forms.....	47
Section 5.	Eligible Countries.....	74

### **PART II – Supply Requirements**

Section 6.	Schedule of Supply.....	75
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### **PART III – Conditions of Contract and Contract Forms**

Section 7.	General Conditions of Contract.....	89
Section 8.	Special Conditions of Contract.....	104
Section 9.	Contract Forms.....	110



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Serial No : 131B433

# Section 1: Instructions to Bidders

## Table of Contents

<b>A.</b>	<b>General .....</b>	<b>1-3</b>
1.	Scope of Bid .....	1-3
2.	Source of Funds .....	1-3
3.	Fraud and Corruption .....	1-3
4.	Eligible Bidders .....	1-6
5.	Eligible Goods and Related Services .....	1-7
<b>B.</b>	<b>Contents of Bidding Document .....</b>	<b>1-8</b>
6.	Sections of the Bidding Document .....	1-8
7.	Clarification of Bidding Document .....	1-8
8.	Amendment of Bidding Document .....	1-8
<b>C.</b>	<b>Preparation of Bids .....</b>	<b>1-9</b>
9.	Cost of Bidding .....	1-9
10.	Language of Bid .....	1-9
11.	Documents Comprising the Bid .....	1-9
12.	Bid Submission Sheets and Price Schedules .....	1-10
13.	Alternative Bids .....	1-10
14.	Bid Prices and Discounts .....	1-10
15.	Currencies of Bid .....	1-12
16.	Documents Establishing the Eligibility of the Bidder .....	1-12
17.	Documents Establishing the Eligibility of Goods and Related Services .....	1-12
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document .....	1-12
19.	Documents Establishing the Qualifications of the Bidder .....	1-13
20.	Period of Validity of Bids .....	1-13
21.	Bid Security/Bid-Securing Declaration .....	1-13
22.	Format and Signing of Bid .....	1-14
<b>D.</b>	<b>Submission and Opening of Bids .....</b>	<b>1-15</b>
23.	Sealing and Marking of Bids .....	1-15

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 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

Single-Stage: Two Envelope



24.	Deadline for Submission of Bids.....	1-16
25.	Late Bids .....	1-16
26.	Withdrawal, Substitution, and Modification of Bids.....	1-16
27.	Bid Opening .....	1-16
<b>E.</b>	<b>Evaluation and Comparison of Bids .....</b>	<b>1-19</b>
28.	Confidentiality .....	1-19
29.	Clarification of Bids.....	1-19
30.	Deviations, Reservations, and Omissions .....	1-19
31.	Determination of Responsiveness.....	1-19
32.	Nonmaterial Nonconformities.....	1-20
33.	Correction of Arithmetical Errors.....	1-20
34.	Conversion to Single Currency .....	1-21
35.	Domestic Preference .....	1-21
36.	Evaluation and Comparison of Price Bids .....	1-21
37.	Abnormally Low Bids.....	1-22
38.	Post Qualification of Bidder.....	1-22
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	1-23
40.	Notice of Intention for Award of Contract.....	1-23
<b>F.</b>	<b>Award of Contract .....</b>	<b>1-23</b>
41.	Award Criteria .....	1-23
42.	Purchaser's Right to Vary Quantities at Time of Award .....	1-23
43.	Notification of Award.....	1-23
44.	Signing of Contract.....	1-24
45.	Performance Security.....	1-24
46.	Bidding-Related Complaints .....	1-25

Signature :-  
 Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
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 Serial No : 131B433



## A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.
  - 1.2 Throughout this Bidding Document,
    - (a) the term “in writing” means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 ADB’s Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
      - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
      - (iii) “coercive practice” means 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;

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 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
  - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or access to information; and
  - (viii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt,

<sup>1</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

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 Serial No : 131B433

- fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- 3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB
- 3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.
- 3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.



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- 4. Eligible Bidders** 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and
  - (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.
- 4.3 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 be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders 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 material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, 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, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or

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- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
- (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.
- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
- 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 5. Eligible Goods and Related Services**
- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.



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 Serial No : 131B433

Bid Document-Goods – "Procurement of 500 Electric Cars with 3 years' Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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## B. Contents of Bidding Document

6. **Sections of the Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
  - Section 2 Bid Data Sheet (BDS)
  - Section 3 Evaluation and Qualification Criteria (EQC)
  - Section 4 Bidding Forms (BDF)
  - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
  - Section 8 Special Conditions of Contract (SCC)
  - Section 9 Contract Forms (COF)
- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
7. **Clarification of Bidding Document**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
8. **Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

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 Serial No : 131B433



## C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Technical Bid Submission Sheet;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
  - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
  - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
  - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
  - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - (i) any other document required in the BDS.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
  - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
  - (c) any other document required in the BDS.

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 Serial No : 131B433

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- 12. Bid Submission Sheets and Price Schedules**
- 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.
- 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously

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 Serial No : 131B433



- imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
- (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
  - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and
  - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as non-responsive and be rejected.
- 14.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 Bid prices shall be quoted in the following currencies:
- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.

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 User ID : deepak.mittal  
 Serial No : 131B433

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- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.
- 17. Documents Establishing the Eligibility of Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the Country of Origin Declaration Form included in Section 4 (Bidding Forms).
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or

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 Serial No : 131B433

producer of the Goods to supply these Goods in the Purchaser's country.

- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
  - (b) an irrevocable letter of credit,
  - (c) a cashier's or certified check, or
  - (d) SWIFT message in the form of MT760.
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one

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is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 47.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
  - (b) the successful Bidder fails to
    - (i) sign the Contract Agreement in accordance with ITB 46;
    - (ii) furnish a performance security in accordance with ITB 47; or
    - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 If a bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If a Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners, as named in the letter of intent mentioned in ITB 4.1.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period

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 Serial No : 131B433

stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## D. Submission and Opening of Bids

### 23. Sealing and Marking of Bids

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 24.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.



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 User ID : deepak.mittal  
 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION,” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by

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 Serial No : 131B433



the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

- 27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who

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are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

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Serial No : 131B433



## E. Evaluation and Comparison of Bids

- 28. Confidentiality** 28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids** 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 30. Deviations, Reservations, and Omissions** 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Determination of Responsiveness** 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

1.0 if accepted, would

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or

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 Serial No : 131B433

Bid Document-Goods – "Procurement of 500 Electric Cars with 3 years' Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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- (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

**2.0** if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

- 31.3 The Purchaser shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Non-conformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is

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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 131B433

related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. Domestic Preference**
- 35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 36. Evaluation and Comparison of Bids**
- 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 36.2 To evaluate a bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
  - (e) assessment whether the bid is abnormally low in accordance with ITB 37; and
  - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services, which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
  - (g) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 34.
- 36.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
  - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

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 MANAGEMENT, O-ENERGY EFFICIENCY SERVICES LIMITED, C-IN  
 User ID : deepak.mittal  
 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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- 36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.
- 37. Abnormally Low Bids**
- 37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.
- 37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:
- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
  - (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
  - (c) decide whether to accept or reject the bid
- 37.3 With regard to ITB 40.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.
- 37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
  - (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 10% of the contract price; or
  - (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required
- 38. Post Qualification of the Bidder**
- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

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 User ID : deepak.mittal  
 Serial No : 131B433

- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors, or any other firm(s) different from the Bidder.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 40. Notice of Intention for Award of Contract** 40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

## F. Award of Contract

- 41. Award Criteria** 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 41.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of Award** 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document
- 43. Notification of Award** 43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.

Signature :-  
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 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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- 43.2 Unless standstill period applies, upon notification of award unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 43.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
  - (b) bid prices as read out at bid opening;
  - (c) name and evaluated prices of each Bid that was evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
  - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 44. Signing of Contract**
- 44.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.
- 44.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 45. Performance Security**
- 46.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.
- 46.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 46. Bidding Related Complaints**
- 46.1 The procedures for dealing the bidding related complaints arising out of this bidding process are specified in the BDS

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 User ID : deepak.mittal  
 Serial No : 131B433

## Section 2 - Bid Data Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

<b>A. General</b>			
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is: <b>EESL/06/2020-21/ICB/E- Vehicles/202112021</b>		
<b>ITB 1.1</b>	The Purchaser is: Energy Efficiency Services Ltd. (EESL) 5 <sup>th</sup> . Floor, Core 3, Scope complex Lodhi Road, New Delhi, India 110003 www.eeslindia.org		
<b>ITB 1.1</b>	The name of the OCB is: "Procurement of 500 Electric Cars with 3 years' standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis."		
	<b>Lot</b>	<b>Quantity</b>	<b>Description</b>
	<b>Lot 1</b>	<b>200 Nos.</b>	<b>4-Wheeler Sedan E-Car with range equal to or more than 180 Kms</b>
	<b>Lot 2</b>	<b>300 Nos.</b>	<b>4-Wheeler E-Car with less than 4M Length and range equal to or more than 250 Km</b>
	The identification number of the International Competitive Bidding (ICB) is: EESL/06/2020-21/ICB/E-Vehicles/202112021		
<b>ITB 2.1</b>	The Borrower is: Energy Efficiency Services Ltd, New Delhi / INDIA		
<b>ITB 2.1</b>	The name of the Project is: <b>Scaling Up Demand Side Energy Efficiency Sector Project</b>		
<b>B. Contents of Bidding Document</b>			
<b>ITB 7.1</b>	<p>For the purpose of obtaining clarification only, the Purchaser's address is:</p> <p><b><u>For Contractual Related Queries:</u></b></p> <p>Attention: Mr. Prashant Kumar CGM (SCM) Energy Efficiency Services Limited, 6th Floor, Core-5, Scope Complex, Lodhi Road, New Delhi-110003</p>		

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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deeepak.mittal  
Serial No : 131B433

Bid Document-Goods – "Procurement of 500 Electric Cars with 3 years' Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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	<p>Ph: 011-45801260, 011-45801279 E-mail address: <a href="mailto:eproc@eesl.co.in">eproc@eesl.co.in</a> , <a href="mailto:pkumar3@eesl.co.in">pkumar3@eesl.co.in</a> ,</p> <p><b><u>For Technical Queries:</u></b></p> <p>Attention: Mr. D G Salpekar / Mr. Ahtyasham Khan CGM (Tech.)/ Mgr (Tech.) Energy Efficiency Services Limited, 5th Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003 Ph: 011-45801260, +91 9039782287 E-mail address: <a href="mailto:dsalpekar@eesl.co.in">dsalpekar@eesl.co.in</a> , <a href="mailto:akhan@eesl.co.in">akhan@eesl.co.in</a></p> <p>No physical bids may be sent by the bidders at this address. EESL shall not accept any physical bids. Requests for clarification should be received by the Purchaser no later than: 21 days prior to the deadline for submission of bids The Purchaser shall publish its response to the queries in the e-Tendering platform where the tender is published online. Bidders are advised to check the e-Proc site regularly</p>
<b>ITB 8.2</b>	<p>Replace the existing clause by the following: Any addendum /addenda issued shall be part of the Bidding Document and shall be published in the same e-Tendering platform on which the tender was published online. The onus is on the bidder to visit the e-Tendering site to learn about the addendum and to submit its response as per the addendum published.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: ENGLISH.
<b>ITB 11</b>	<p><b>Replace sub clause 11.2 entirely with following:</b></p> <p>Bidder shall upload its technical bid documents in file upload slots available under the technical envelope in the e-Procurement system.</p> <p>“Scanned Documents” – Bidder shall upload scanned copy of the following in e-Procurement system:</p> <ul style="list-style-type: none"> <li>• Letter of Technical Bid</li> <li>• No Deviation Certificate as per prescribed format given in Section 4</li> <li>• Power of Attorney in original duly attested by Notary. In case of partnership firm / limited company / group of companies / consortium, a power of attorney of the person authorized to sign shall be issued by all the partners.</li> <li>• Tender document fee in the form of Certified Cheque/Demand Draft (DD) for <b>INR 25,000 or 350 US Dollars</b> - issued in favour of Energy Efficiency Services Ltd., payable at New Delhi, India</li> <li>• Bid Security – Documentary proof of Bid Security as per ITB 21 of ITB.</li> </ul>

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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID :- [deepak.mittal](#)  
Serial No : 131B433





	<p><b>Bid Security:</b> Documentary proof of Bid Security as per ITB 21 of ITB</p> <p>The Purchaser shall disqualify a bidder when: Original copy of bid security as well as the tender document fee and consortium agreement (if applicable) is not submitted by the date and time specified in the e-Tendering platform for opening of the tender</p> <p>If applicable, a valid Joint Venture (JV) agreement or a formal Letter of Intent to execute a Joint Venture Agreement, legally notarized or attested by an appropriate authority in bidder's home country, specifying the work responsibility and financial stakes of each of Joint venture partners under the contract and the clause that JV partners shall be jointly and severally liable.</p> <p>If applicable, a valid sub-contracting agreement, legally notarized or attested by an appropriate authority in bidder's home country, specifying the work responsibility of the agency.</p> <p>The above specified tender document fee shall be submitted along with the technical bid. In case of non-submission of tender document fee along with the "Scanned Documents" of the technical bid, the bid shall be summarily rejected.</p> <p>Bidder shall upload the following bid documents in file upload slots available under the technical envelope in the e-Procurement system.</p> <ul style="list-style-type: none"> <li>-Documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract;</li> <li>-Technical Proposal in accordance with ITB 18;</li> <li>-Price bid comprising online price bid form, scanned copies of letter of price bid and others as applicable shall be submitted on line at the web site <a href="https://ees1.eproc.in">https://ees1.eproc.in</a> and shall be digitally signed.</li> </ul>
<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative bids shall not be permitted.
<b>ITB 14.5</b>	The Incoterms edition is as per 2010 edition issued by International Chamber of Commerce
<b>ITB 14.6 (b) (i)</b>	For Goods offered from inside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: <b>EXW</b>
<b>ITB 14.6 (b) (ii)</b>	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: <b>CIP</b> .
	Port of Entry is: <b>Kandla/Nhava Sheva/JNPT (Mumbai)/Chennai/Vizag/Kolkata/ Kochi</b>
<b>ITB 14.6 (c)</b>	Cost of related service should be quoted as per format in Section IV (Bidding forms). Related Service should include:

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 User ID :- deepak.mittal  
 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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	<ul style="list-style-type: none"> <li>Cost of Local handling, transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance, loading and unloading etc. to the final destination for goods from outside India and cost from factory including but not limited to loading, unloading etc. to the final destination for goods from inside India). It is recommended that transportation of equipments / material in India should be arranged only by road transport and accordingly offered inland freight and insurance charges and cost required for unloading of consignment in stores/ project sites should also be take into account.</li> </ul> <p>Immediately after dispatch of goods, the Bidder shall give movement of consignment intimation by FAX / E-Mail to the Purchaser indicating TR No., date of movement, expected period of transportation, size of lots / consignment and transport weight, so that necessary advance arrangement for clearance of site and receipt of equipment / material at stores / project site could be made. Cost of Indian agent's commission in rupees if any payable in INR for goods to be offered from outside the Purchaser country.</p>												
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be fixed and not subject to adjustment.												
<b>ITB 14.8</b>	Prices quoted for each item of a lot shall correspond to 100 % of the items specified for each lot.												
<b>ITB 15.1</b>	To be replaced with The currency of the Bid shall be either of the Purchaser's country i.e. Indian Rupees (INR) or US Dollars (\$).												
<b>ITB 19.2</b>	The Non-Manufacturing Bidder shall include with its bid the Manufacturer's Authorization in prescribed format given in Section 4.												
<b>ITB 19.3</b>	The Foreign Bidder is required to include with its bid, requisite evidence that it will be represented by an Agent in the Purchaser's country for carrying out all the after-sales-service requirements. The address details of the representative entity and the names and designations of 3 senior employees with copy of Govt. IDs (with minimum Rank of Manager) are to be provided with the bid document.												
<b>ITB 20.1</b>	The bid validity period shall be: 180 days from the date of bid submission date												
<b>ITB 21.1</b>	<p>The Bidder shall furnish a bid security as mentioned below: Bid Security</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Lot No.</th> <th>INR</th> <th>USD</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Lot No. 1</td> <td>47,00,000</td> <td>60,000</td> </tr> <tr> <td>2.</td> <td>Lot No. 2</td> <td>85,00,000</td> <td>109,000</td> </tr> </tbody> </table> <p>Please note that bidder may apply for either of the lots or for both the lots if it meets the eligibility requirements cumulatively for both the lots. In case the bidder is quoting for both the lots, he will submit a bid security for the aggregate amount stipulated for the two lots i.e. for INR 1,32,00,000 or USD 169,000</p>	Sr. No.	Lot No.	INR	USD	1.	Lot No. 1	47,00,000	60,000	2.	Lot No. 2	85,00,000	109,000
Sr. No.	Lot No.	INR	USD										
1.	Lot No. 1	47,00,000	60,000										
2.	Lot No. 2	85,00,000	109,000										

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Serial No : 131B433

<b>ITB 21.3</b>	<p>Replace ITB 21.3 with the following: -</p> <p>The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ol style="list-style-type: none"> <li>An unconditional bank guarantee in the name of "Energy Efficiency Services Limited", New Delhi; or</li> <li>Fixed deposit receipt pledged in favour of Energy Efficiency Services Limited, New Delhi;</li> <li>An irrevocable Letter of Credit in favor of EESL, New Delhi.</li> </ol> <p>The above instruments shall be obtained from a reputable source from an eligible country.</p> <p>In the case of a bank guarantee, the bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for a period of twenty-eight days (28) beyond the original validity period of the bid, or beyond the period of extension if so requested under ITB 20.2.</p> <p>The bank guarantee shall be issued either (a) by a Scheduled bank or nationalized banks located in India, or (b) directly by a foreign bank through its corresponding financial entity registered, or licensed to do business, in India, with a representative office located in India, to make it enforceable.</p>
<b>ITB 21.4</b>	<p>Any bid not accompanied by the proof of an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. However, if a bidder submits a bid security that deviates in form, amount, and/or period of Validity, the Purchaser shall request the Bidder to submit a compliant bid security within 7 working days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p>
<b>ITB 22.1</b>	<p>Not applicable to Electronic Bid submission</p>
<b>ITB 22.2</b>	<p>Replace the existing clause 22.2 by the following:</p> <p>The Bidder shall digitally sign to authorize and make amendments to its bid submitted in the e-Tendering platform as stated in sub-clauses 23.1(a) &amp; (b) of BDS.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> <li>For a single entity, it shall consist of Power of Attorney containing name, position held and signature of authorized person; or</li> </ol> <p>Power of Attorney shall be duly notarized or attested by an appropriate Agency within the Bidder's home country.</p>

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 Serial No :- 131B433



<b>ITB 22.2</b>	The Bidder shall submit an acceptable authorization during bid submission
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1(a)</b>	<p>Replace the paragraph with following:</p> <p>Bidders shall only submit Bids electronically through EESLs e-Tendering Portal i.e. <a href="https://eesl.eproc.in">https://eesl.eproc.in</a></p> <p>Instructions for electronic submission are outlined in ITB 23.1(b). Hard Copy submission of bids is not permitted and shall not be accepted.</p> <p>Bidders should enrol online on the e-Tendering platform of EESL. Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering portal to complete online enrolment and bid submission. The Bidder is advised to submit its bid online in the e- Tendering platform well in advance before the prescribed time.</p> <p>Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
<b>ITB 23.1 (b)</b>	<p>The electronic bidding submission procedures shall be:</p> <p>The Bidder shall digitally sign and submit its bid online in the e- Tendering platform well in advance before the prescribed time. Purchaser shall not accept bids submitted in manual form.</p> <p>'E-Tendering' means submission of a digitally signed bid (by a valid digital certificate issued by a licensed Certifying Agency approved by the Controller of Certifying Agency, Government of India) which is stored in Time Stamped electronic sealed tender box.</p> <p>Bidders, who wish to participate in the bidding process, shall have to procure the prescribed class of Digital Certificate as per Information Technology Act 2000 and accepted by the e-Procurement system using which they shall digitally sign and submit their electronic bids online. Bidders can procure the same from any CCA approved Certifying Authority. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on <a href="https://eesl.eproc.in">https://eesl.eproc.in</a></p> <p>Bidders shall take due care to ensure that the documents uploaded by them in e-procurements system are virus free. Purchaser shall not be liable for such rejections.</p> <p>The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder.</p> <p>The bidders are required to download the bidding forms (Section 4), print the forms, fill them, scan them and upload at the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting</p>

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 User ID :- deepak.mittal  
 Serial No :- 131B433

documents provided in its support in the bidding forms. Bidders should note that in the financial bid format for multi-currency bidding, a bidder can enter its price for one line item in one currency only. The system does not allow bidder to quote its price for a single line item in multiple currencies.

Purchaser shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of Purchaser and its e-procurement service provider.

Bidders shall take due care to ensure purchase of Digital Signature Certificates requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software.

Bidders are informed to get acquainted with the bid submission process in e-Procurement system by contacting the e-procurement cell of the EESL. Please refer to <https://eesl.eproc.in> for further details.

Bidders are solely responsible for safe keeping of their Digital Signature Certificate (DSC). EESL reserves the right to verify original copies of scanned documents uploaded by bidders. EESL may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form. Bidder shall upload financial bid details in the prescribed slots only and is liable to be disqualified when financial bid details are wrongly uploaded in the e-Tendering system and visible subsequent to opening of technical envelope.

Should there be any discrepancy between scanned copy of the bid security and the original submitted by bidder, EESL will verify compliance of the bid security to tender requirements as per the original bid security submitted by bidder.

Should there be any discrepancy between scanned copy of the tender document fees and the original submitted by bidder, EESL will verify compliance of the tender document fees to tender requirements as per the original tender document fees submitted by bidder.

**Tender Time Schedule (Key Dates):**

1	Date of Online Publication	22.12.2020
2	Start Date of downloading of Bid Document	22.12.2020
3	Pre-Bid Meeting Date & Time	12.01.2021 (11:00 Hrs IST)
4	Date & time for start of online submission of Bids	22.12.2020 (11:00 HRS IST)
5	Deadline for online submission of Bids.	05.02.2021 (1500 HRS IST)

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 User ID :- deepak.mittal  
 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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	6	Deadline for submission of the original documents as required in the sub-clause ITB 11 of Section 2: Bid Data Sheet of Bid Document	05.02.2021 (1430 HRS IST)
	7	Date of opening of Technical bids	05.02.2021 (1530 HRS IST)
	8	Date of opening of Price bids	Shall be intimated to all technically responsive bidders later.
<b>ITB 23.2, 23.3,23.4 &amp; 23.5</b>	Not applicable to electronic bid submission		
<b>ITB 24.1</b>	<p>Replace ITB 24.1 with the following:</p> <p>The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT +5:30 hours.</p> <p>Bid opening date specified in the e-Procurement site shall be taken as the final date. Purchaser reserves the right to open bids on or after the announced bid opening date and time specified in the e-Procurement site <a href="https://eesl.eproc.in">https://eesl.eproc.in</a></p> <p>Bid submission and bid opening timelines will be defined as per e-Procurement server clock only.</p>		
<b>ITB 24.3</b>	<p>Add the new sub-clause:</p> <p>The Purchaser will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Purchaser's control.</p>		
<b>ITB 25.1</b>	<p>Replace ITB 25.1 with the following:</p> <p>The system will automatically lock the tender and disallow bid submission after the deadline for submission of bids.</p>		
<b>ITB 26.1</b>	<p>Replace ITB 26.1 with the following:</p> <p>A Bidder may withdraw or modify its bid – Technical or Price –after it has been submitted and until the bid submission deadline by logging into the e-Tendering platform.</p>		
<b>ITB 26.2</b>	<p>Replace ITB 26.2 with the following:</p> <p>Purchaser will not have access to bids withdrawn in accordance with ITB 26.1</p>		

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 User ID : deepak.mittal  
 Serial No : 131B433



<b>ITB 27.1</b>	<p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform. The designated representative of the Bidders may also choose to attend the technical bid opening at –</p> <p><b>Date: 21.01.2021</b>  <b>Time: 15:30 hours IST</b>  <b>Location:</b>  <b>Office of: CGM (SCM)</b>  <b>Energy Efficiency Services Ltd.</b>  <b>6<sup>th</sup> Floor 5<sup>th</sup> Core Scope Complex</b>  <b>Lodhi Road New Delhi 110003</b></p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Letter of Technical Bid shall be initialed by the representatives of the Purchaser attending the bid opening.</p> <p>The Price Bids will remain unopened in the e-procurement website and will remain encrypted, until the specified time of its opening.</p>
<b>ITB 27.2, 27.3, 27.4 &amp; 27.5</b>	Not applicable to electronic bid submission.
<b>ITB 27.6</b>	<p>Replace the existing sub-clause by the following:</p> <p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform.</p>
<b>ITB 27.7</b>	<p>Replace the existing sub-clause by the following:</p> <p>Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a* minimum: the name of the Bidder and whether there are alternative proposals; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
<b>ITB 27.9</b>	<p>Replace the existing sub-clause by the following:</p> <p>The Purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Price Bids will remain encrypted in the e-Tendering portal.</p>
<b>ITB 27.10</b>	<p>Replace the existing sub-clause by the following:</p> <p>Price bids shall be opened online and the bidders may view the status of price bid opening online in the e-Tendering platform.</p> <p>Price Bids will be opened electronically in the presence of at least three authorized officials of Purchaser.</p>
<b>ITB 27.12</b>	<p>Replace the existing sub-clause by the following:</p> <p>The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders'</p>

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 User ID :- deepak.mittal  
 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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	representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 29.1</b>	Replace the existing sub-clause by the following:  To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be via the e-Tendering platform only. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price bids, in accordance with ITB 33.
<b>ITB 37.1</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees.  The source of the selling exchange rate shall be: Reserve Bank of India. The date for the selling exchange rate shall be: the day of the deadline for bid submission.
<b>ITB 38.1</b>	A margin of preference shall apply. The application methodology is given in Section 3: Evaluation and Qualification Criteria.
<b>ITB 41.1</b>	The quantities for the line items or contract value may be increased or decreased <b>up to 20 percent (twenty %) for each lot.</b>
<b>ITB 42.3</b>	The details shall be hosted on EESL e-proc site <a href="https://eesl.eproc.in">https://eesl.eproc.in</a>
<b>ITB 43</b>	The contract shall be signed at Purchaser's office at New Delhi, India
<b>ITB 44.2</b>	Replace the existing sub-clause by the following:  At the same time, the Purchaser shall upload Award of Contract details in the e- Tendering portal. The Purchaser will publish in the e-Tendering portal or well- known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing
<b>ITB 47</b>	Add the following clauses:  7.1 Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces. 7.2 Bidders shall not lock electronic files uploaded in their proposal with

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User ID : deepak.mittal  
Serial No : 131B433

	<p>passwords of their choice. The Purchaser reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p> <p>7.3 In case the bidder who wishes to ascertain the grounds on which its bid was made non-responsive, may do so by submitting his + appeal offline to the Purchaser. Such a case shall be addressed as per Procurement Guidelines of ADB.</p> <p>7.4 The Purchaser reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Purchaser shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>7.5 The Purchaser reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>7.6 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected.</p> <p>Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation.</p>
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 User ID :- deepak.mittal  
 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years’ Standard warranty– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.

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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 131B433

## Section 3 - Evaluation and Qualification Criteria

### 1. Technical Evaluation

#### 1.1 Technical Criteria

The cost of all quantifiable deviations and deficiencies from the technical requirements as specified in Section 6. Schedule Supply shall be evaluated. The Purchaser will make its own assessment of the cost of the deviations or deficiencies for the purpose of ensuring fair comparison of Bids. Such derived cost shall be added to the Bid Price concerned.

### 2. Qualification Criteria

**The following provisions will be applicable for this bid.**

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless, specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates that must satisfy these criteria.

#### 2.1 Eligibility and Pending Litigation

##### 2.1.1 Eligibility

Eligibility for participation by Bidders in terms of nationality, conflict of interest, status as government-owned enterprise and sanctions either by ADB or other international development institutions.

#### 2.2 Experience and Technical Capacity

##### 2.2.1 Contractual Experience

**2.2.1 (a)** For Indian bidder(s): should be a firm registered/incorporated under Indian Companies Act, 1956 repealed as 2013 and subsequent amendments and should have been in existence for last three completed financial years, .  
For international bidder(s), it should be registered under relevant laws/Act in its parent country and it should be in existence in its parent country for last 3 completed financial years.

In case of Consortium, this condition is to be met with by all the Bidder(s).

**Note:**

- a) In case of consortium, the partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.
- b) All the documentation should be completed by Lead Partner and in the name of the Lead Partner the terms 'Bidder' in the Tender shall correspond to Lead Partner wherever consortium is there.

**Document proof w.r.t consortium to be submitted:**

- If applicable, legally enforceable Consortium Operating Agreement (COA) with the details of Lead Bidder and explicitly stating the roles & responsibilities of the consortium partners with intent to successfully execute the project activities for EESL throughout the contract period.

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User ID : deepak.mittal  
Serial No : 131B433



- Letter(s) of Commitment, from each of the Consortium members as per the Bidder's format to be specified in the bidding document.
- Existing Joint Venture Agreement / Memorandum of Association (if applicable)
- Declaration for nominated representative of the Joint Venture authorize to conduct the business (if applicable)

### **Document proof w.r.t contractual experience to be submitted:**

**For Indian Bidders:** Certificate of Incorporation issued under Indian Companies Act, 1956 repealed as 2013 from Registrar of Companies and further amendment (s) to be submitted.

In addition, GST number and PAN card for Indian company. For international firms, an Affidavit regarding declaration of incorporation of office in India.

**For international bidders;** Relevant documents under law of land for that country for incorporation.

Demonstration of ability to supply as mentioned above, if applicable.

### **2.2.2 Contractual Experience**

The Bidder(s) to confirm that they are in the business of manufacturing of Automobile/Internal Combustion Engine (I.C.E) cars or Electric Cars for the past minimum three (3) years as on date of bid opening and shall submit requisite documentary evidences in this regard.

Bidder(s) Participating in Lot 1 should have, in the preceding three (3) completed Financial Years reckoned from the date of opening of the Bids, manufactured, tested and supplied the minimum 400 Electric Vehicles/I.C. E Cars in aggregate.

Bidder(s) Participating in Lot 2 should have, in the preceding three (3) completed Financial Years reckoned from the date of opening of the Bids, manufactured, tested and supplied the minimum 800 Electric Vehicles/I.C. E Cars in aggregate.

For assessment:

- Work order / purchase order copies and / or completion certificate to be furnished along with the bid. EESL reserves the right to scrutinize documents by calling for the original documents for verification. In case of any malpractices or submission of fake documents, the bidder shall be delisted from participation in the active and upcoming future procurement tenders of EESL.
- For international bidder relevant documents that confirm the condition is met may be provided. Certified copy (ies) of Purchase Order(s), Letter of Award(s), Work Order(s), Completion Certificate(s), Delivery Order(s), Sale Receipt(s), etc. Non-manufacturing bidders may also submit bids with Manufacturers Authorization in prescribed format given in Section 4 (Bidding Forms)

Undertaking about the manufacturing capacity per month (separately for in-house and for each of the source tied-up).

Relevant documentary evidence to be submitted for example – work orders, invoices, completion certificates

### **2.2.3 Technical Experience**

2.2.3.1 The bidder to confirm that they are in business of manufacturing of Automobile/Car manufacturers for the past minimum three (3) completed Financial Years i.e. FY 2017-18, FY 2018-19, FY 2019-20 as on date of bid opening and shall submit requisite documentary evidences in this regard.

Signature  
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 131B433



**Document proof to be submitted:**

- Evidence of above experience shall be submitted in the bid such as Excise Return / GST Return, factory license (under Indian Factories Act, 1948 in case of domestic company)., NSIC certificate, Directorate of Industry, Udyog Adhar Memorandum etc. For international Bidders the equivalent document as per applicable law of the country.
- Relevant certificates related to manufacturing facilities shall also be scanned and uploaded. For example, Excise Control Code (ECC No.) etc. in case of indigenous bidder shall be provided. In case of foreign bidder, equivalent certificates related to having a manufacturing facility shall be uploaded to EESL bid committee's satisfaction.
- The bidder shall submit details of in-house facilities for manufacturing Automobile/Internal Combustion Engines or Electric Cars.
- Bidder shall have their own BRAND (Electric Car manufacturing) in the market (National/Global). The brand/trademark certificate or an equivalent international certificate must be at least one-year-old from the date of bid submission. Brand Certificate & other relevant documents to be submitted by Bidders.
- Bidders who do not have facility in India for manufacturing related to Internal Combustion Engines or Electric Cars, shall demonstrate ability to supply and provide warranty/ replacement services in India during the warranty period the as per the quoted MSQ in given stipulated supply schedule, mentioned in the document.
- In case of consortium, one of the JV Member should have the above-mentioned testing set up. Any bidder can be part of only one Joint Venture/consortium.
- The product offered by the bidder(s) (including Consortium) for supply against this Tender must meet the Technical Specifications as stipulated in the Tender, and the bidder(s) must be able to provide the after-sales warranty and Annual Maintenance Contract. Subsequent to award of contract, if it is found that performance declared by bidder(s) in the bid document Test Reports is not matched by the test results of product tested by EESL at the time of supply, then in such an event, EESL reserves the right to terminate the contract, forfeit CPG, impose strict action against the bidder(s), which inter-alia extends to other provisions of tender.

**NOTE:** Any international/Indian test report/certifications must contain name of the manufacturer, manufacturing address of the bidder and contact details of the testing lab. Bidders importing up to 2500 vehicles in CKD conditions as per MoRTH Notification dated 13 Sept 2019 must however comply with the same. If there is an anomaly in the submitted versus actual report, the bidder shall be outright rejected.

2.2.2.8 If a particular subject is not covered by one of the above standards then a recognized national standard shall apply.

For assessment, bidder to submit self-certified copies:

- Documentary proof must include the type test certificates, interoperability testing certificate etc certified by recognized certification agencies like ARAI, ICAT or an equivalent international certification as per MoRTH guidelines at the time of bid submission brochures, catalogs etc. The bidder(s) must submit appropriate certifications at the time of bidding. In the case of non-availability of the required certifications at the time of bid. the bid shall be outright rejected and no self-certifications will be accepted.
- Certificate of incorporation or equivalent certificate under relevant act/reform as applicable in bidder's country (or under Indian Companies Act, 1956 in case of domestic company)
- Certificate of Factory registration or equivalent certificate under relevant act/reform as applicable in bidder's country (or under Indian Factories Act, 1948 in case of domestic company).

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 User ID : deepak.m  
 Serial No : 131B433



- Certificate issued by Registrar of Companies and Article of Association or equivalent documents applicable in their State of Law.
- Relevant certificates related to manufacturing facilities shall also be scanned and uploaded. For example, Excise Control Code (ECC No.), Certificate under Indian Factories Act, 1948 etc. in case of indigenous bidder shall be provided. In case of foreign bidder, equivalent certificates related to having a manufacturing facility shall be uploaded to EESL bid committee's satisfaction.
- Details/documents in support of manufacturing facilities (in-house or of others in case of outsourcing tie-ups) for Internal Combustion engines cars or electric Cars.

Demonstration of ability to supply as mentioned above, if applicable.

### 2.2.2.3 Quality control/inspection by EESL

- a) EESL reserves the right to visit the manufacturing site for quality inspection at any time however, prior intimation shall be provided. EESL at its discretion may order the testing of random samples {if an Automotive Research Association of India, (referred to as ARAI hereinafter) accredited Testing Laboratory is available} or at any other third-party ARAI- accredited laboratory at cost of the E-Car manufacturer
- b) Testing of equipment like battery, range & car performance etc. at third party labs/facilities like ARAI in the first joint inspection shall be borne by the supplier.
- c) Crash test reports as per AIS standard 098 & 099 or equivalent international certification as per MoRTH guidelines to be submitted to EESL before issuance of Letter of Award.

### Inspection/Checking/Testing

#### Inspection

- a) All materials/equipment manufactured by the E-car manufacturer against the Letter of Award (LOA) shall be subject to inspection, check and/or test by the EESL or its authorized representative at all stages and place, before, during and after the manufacture or PDI certification can be furnished.
- b) The successful bidder(s) shall submit specifications and data sheets of key components including battery, motor etc. as might be requested at least 48 hours in advance of pre-dispatch inspection date.
- c) The E-car manufacturer shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other tender/LOA requirements. The Test Certificate needs to be transmitted electronically to EESL at least 48 hours in advance of pre-dispatch inspection date. Only those batches meeting compliance shall be dispatched by the supplier.
- d) If upon delivery, the material / equipment does not meet the specifications, the material / equipment shall be rejected and returned to the supplier for repairs / modification, etc. or for replacement. In such cases, all expenses including the to-and-fro freight, any other costs, etc. shall be to the account of the E-car manufacturer.
- e) All tests shall be carried out as per the relevant standards followed by ARAI or an equivalent international certification as per MoRTH guidelines, and the E-car manufacturer shall submit the relevant test reports.

#### III. Pre-despatch Tests

- a) The supplier shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other tender/LOA requirements. The Test Certificate needs to be transmitted electronically to EESL at least 48 hours in advance of dispatch date. Only those batches meeting compliance shall be dispatched by the supplier.

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User ID : deepak.mittal  
Serial No : 131B433





EESL reserves the right to inspect the Works of the bidder to assess Manufacturing Capacity, Quality Assurance Systems, input components and raw material quality along with finished product performance testing during pre-bid stage. Inadequate facilities, or inadequate resources (required to fulfill the tender requirements), as per the assessment by EESL / Authorized representatives, makes the bid liable for rejection. However, post award of work for Pre-Dispatch Inspection, EESL shall visit bidder's facility as & when required.

### 2.2.2.3 Document proof to be submitted

The bidder(s) shall provide the following documents (both hard copy and soft copy in doc or pdf) to EESL for reference:

- a) Manual / Guide: User Manuals
- b) FAQ
- c) OEM Functional Manuals
- d) Troubleshooting Guides
- e) Necessary regulatory documentation

Other than the regulatory documentation, the above mentioned documents shall be provided in the word format to provide flexibility for customization, if required.

## 2.3 Financial Experience:

### 2.3.1 Historical Financial Performance

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three (3) years i.e. 2017-18, FY 2018-19 & FY 2019-20 w.r.t the date of bid opening.

For Consortium, each partner must fulfil the above condition individually.

#### Document proof to be submitted:

**For Indian Bidders:** Duly authorized copy of audited annual report is to be submitted along with a practicing Chartered Account's certificate.

**For International Bidder:** The Bidder shall submit copies of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements, acceptable to the Purchaser, for the last three (3) financial years i.e. 2017-18, FY 2018-19 & FY 2019-20 to demonstrate the current soundness of the Bidder's financial position and its long-term profitability.

Audited Balance Sheet of last 3 years i.e. FY 2017-18, FY 2018-19 & FY 2019-20 and Public Chartered Accountant certificate.

In case bidder is unable to provide audited financial statements for FY2019-20, then for the purpose of financial QR only, FY 2018-19 shall be considered as an immediate preceding financial year

For Consortiums/Joint Ventures, wherever be profitable applicable, the profitability condition should be complied by all the consortium members.

Net worth in last financial year should not be less than 100% of paid up capital. (To be satisfied by each member in case of consortium.)

For Consortiums/Joint Ventures, wherever applicable, the Net worth of all consortium/Joint Ventures members in individual manner should not be less than 100% of paid up capital.

### 2.3.2 Size of Operation (Average Annual Turnover)



The average annual turnover of the Bidder from Automobile/Car Manufacturing business, in the preceding three (3) financial years w.r.t the date of bid opening, shall not be less than INR/USD specified in the table below for each lot:

ATO			
Sr. No.	Lot No.	INR	USD
1.	Lot No. 1	46,52,00,000	5,965,000
2.	Lot No. 2	84,96,00,000	10,893,000

Bidder participating in both the lot shall have ATO of INR 131.48 Cr or 16.858 Million USD. Other income shall not be considered for arriving at annual turnover.

However, in case Bidder is a JV, the combined turnover of all the JV members shall be considered. Each member of the JV should have been in existence for at least 3 years, counted from the date of floating of this tender.

In case of consortium bids, combined turnover of all the consortium partners shall be considered, subject to the lead bidder(s) and the other consortium members having a turnover of minimum 40% and minimum 25% respectively of this requirement).

**Please note that bidder may apply for any number of Lots. In case bidder is quoting for more than 01 nos. of Lot than AAT will be cumulative sum of respective experience for Lot 1 & Lot 2 as detailed above.**

EESL reserves the right to inspect the Works of the bidder to assess Manufacturing Capacity, Quality Assurance Systems, input components and raw material quality along with finished product performance testing during pre-bid stage. Inadequate facilities, or inadequate resources (required to fulfill the tender requirements), as per the assessment by EESL/ Authorized representatives, makes the bid liable for rejection. However, post award of work for Pre-Dispatch Inspection, EESL shall visit bidder's facility as & when required, however prior intimation shall be given before visiting the bidders manufacturing facility.

**Document proof to be submitted:** Document proof to be submitted to Purchaser as fulfillment proof of ATO qualifying Requirement.

- 2.3.3** As a minimum, the Bidder's net worth calculated as the difference between total assets and total liabilities except shareholder's fund should be positive. The bidder should be profitable in at least one years out of the preceding three (3) completed financial years i.e FY 2017-18, FY 2018-19, FY 2019-20 w.r.t. the date of bid opening.

For Consortium, each partner must fulfil the above condition individually.

**Document proof to be submitted:**

Audited Balance Sheet of last 3 years and CA certificate.

**Note:** In case, bidder is unable to provide audited financial statement for FY 2019-20, then for the purpose of financial QR only, FY 2016-17 shall be considered for evaluation. In such case, bidder shall submit audited financial for FY 2016-17, 2017-18 and 2018-19. Further, in such case, for financial QR, FY 2018-19 shall be considered as an immediate preceding financial year. Further, in case of non-domestic bidder, audited financial statement for FY 2017, 2018 and 2019 shall be considered for financial evaluation.

## Part 2: Specific Requirements for the Criteria

### 2.1 Eligibility and Pending Litigation

#### 2.1.1 Eligibility

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”.

Single-Stage: Two-Envelope

Signature :-  
Subject :- CA=DEEPAK MITTAL, ST=DELHI, QID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MA=MAHARAJA GROUP EFFICIENCY SERVICES LIMITED, C=IN  
User :-  
Serial No :- 131B433



Criteria	Compliance Requirements			Documents
	Single Entity	Joint Venture / Consortium		Submission Requirements
All Partners Combined		Each Partner	One Partner	

### 2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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### 2.1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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### 2.1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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### 2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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### 2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.8.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	--------------------------------



Signature :-  
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
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## 2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

## 2.2 Experience and Technical Capacity

### 2.2.1 Contractual Experience: Criteria for each Lot

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Bidder(s) should have, in the preceding three (3) completed Financial Years i.e FY 2017-18, FY 2018-19, FY 2019-20 reckoned from the date of opening of the Bids, manufactured, tested and supplied the minimum 400 Electric Vehicles or I.C.E Cars for Lot 1 and 800 Electric Vehicle or ICE Cars for Lot 2 .	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

### 2.2.2 Technical Experience: Criteria For Each Lot

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The bidder shall have experience of last 3 completed Financial Years i.e FY 2017-18, FY 2018-19, FY 2019-20 in business of manufacturing of Automobile/Internal Combustion Engine (I.C.E) cars or Electric Cars.	must meet requirement	not applicable	must meet 100% requirement	not applicable	Form EXP - 2

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance:

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture / Consortium			Submission Requirements
		All Partners	Each Partner	One Partner	
<small>Signature: DEEPAK MITTAL, 31-DELHI, QID:2,5,4,17-10003, 01-SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN User ID: deepak.mittal Serial No: 131B433</small>					

Bid Document-Goods – "Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis."

Single-Stage: Two-Envelope



	ity	Combined			nts
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 3 completed Financial Years i.e FY 2017-18, FY 2018-19, FY 2019-20 to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

### 2.3.2 Size of Operation (Average Annual Turnover) : Criteria For Each Lot

Criteria	Compliance Requirements				Documents
	Single Entity	Joint Venture			Submission Requirements
All Partners Combined		Each Partner	Lead Partner		
As above (Ref. cl. 2.3.2)	must meet requirement	must meet requirement	must meet minimum 25% of the requirement	must meet minimum 40% of the requirement	Form FIN - 2

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### 2.3.3 Profitability

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture / Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The bidder should be profitable in at least two year out of the last five (5) completed financial years i.e. 2015-16, 2016-17, 2017-18, FY 2018-19 & FY 2019-20 w.r.t the date of bid opening.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3

### 2.3.4 Net worth

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture / Consortium			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder's net worth calculated as the difference between total assets and total liabilities should be positive for the Audited FY -20 or CY-19.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3

## 3.1 Adjustment for Scope

### 3.1.1 Local Handling and Inland Transportation

Bidders are required to include the costs for local handling and inland transportation, insurance, and other incidental costs for delivery of the goods from the supplier premises, or port of entry, or border point to designated location as defined in Section VI, Schedule of Supply, shall be quoted in the price schedule for related services to be offered from outside and within the Purchaser's country provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in their Bid, then these costs will be estimated by the Purchaser on the maximum price quoted for the same, by the other bidders for the purpose of ensuring fair comparison of bids and add to bid Price.

## 3.2 Deleted

Signature :-  
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
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 Serial No : 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”.

Single-Stage: Two-Envelope



**3.3 Deleted****3.4 Deleted****3.5 Operating and Maintenance Costs**

Operation is not in the scope of the Bidder.

On Site warranty for 3 years is to be quoted by the Bidder which shall form a part of the bid evaluation. Terms & Conditions of the Repair & maintenance are specified in the Section 6.

**3.6 Performance and Productivity of the Goods**

As indicated in Section 6.

**3.7 Multiple Lots (Contracts)**

Yes

**3.8 Evaluation Criterion:**

- The offers/bids received against the Tender shall be first evaluated as per the techno-commercial Qualifying Requirements listed elsewhere in the Tender. Price bids of only those bidder(s) shall be opened who qualify against these techno-commercial requirements.
- The price bids shall be evaluated as per the grand-total price of all BOQ items i.e., For Indian Bidder Grand total of Schedule 1 and Schedule 3. For Foreign Bidder Grand total of Schedule 2 and Schedule 3.
- The illustrative format & notes for price bid shall be referred in Section 4 (Bidding forms).
- With respect to the evaluation for bids, based on the lowest rates arrive, the total quantity shall be allocated to LI Bidder. For Indian Bidder: The Indian Bidder has to submit online bids only in the Price Schedule 1 titled "Price Schedule for Goods to Be Offered from Within India" and Price schedule 3 titled "Price Schedule for Related Services to Be Offered within India."
- For International Bidder: The International Bidder has to submit online bids only in the Price Schedule 2 titled, "Price Schedule for Goods to Be Offered from Outside India" and Price Schedule 3 titled "Price Schedule for Related Services to be offered from Outside the Purchaser's Country".
  - For comparison, responsive bids shall be classified in one of the following two groups:
    - (a) **Group A:** bids exclusively offering goods manufactured in the country of the borrower
    - (b) **Group B:** bids offering goods manufactured abroad that have been already imported or that will be directly imported.
  - The price quoted for goods in bids of groups A shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes /GST on the finished product. The price quoted for goods in bids of group B shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.

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Serial No : 131B433





- In the first step, all evaluated Bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A is the lowest, it shall be selected for the award.
- If as a result of the comparison under paragraph 3 above, the lowest evaluated Bid is a Bid from group B, the lowest evaluated bid from group B shall be further compared with the lowest evaluated Bid from group A after adding to the evaluated price of goods offered in the Bid from group B, for the purpose of this further comparison only, an amount equal to 15% of the CIF or CIP bid price. The lowest evaluated Bid determined from this last comparison shall be selected."
- The foreign bidder is responsible for all custom clearance which inter alia comprises of paying loading/ unloading fees at port, any commission to be paid or any other incidental fees to be paid to get the material cleared from custom authorities and get it delivered to final destination. However, EESL will reimburse only custom duty to foreign bidder on submission of documentary evidences.
- Bidder(s) has to ensure that the Commissioning of Charging equipment shall be done in line with the duration of the deployment of vehicle from the issuance of the Letter of Award (LoA). If any other unforeseen situation/s arise apart from those mentioned above, decision of EESL shall be binding on the Bidders.

### 3.9 Margin of Preference

Margin of preference shall be applied as defined above.



Signature :-  
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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 131B433

# Section 4 - Bidding Forms

## Table of Forms

Technical Bid Submission Sheet ( <i>The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address</i> ).....	4-2
Price Bid Submission Sheet ( <i>The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address</i> ) .....	4-5
Country of Origin.....	4-7
Price Schedule for Goods to Be Offered from Within the Purchaser's Country .....	4-8
Price Schedule for Goods to Be Offered from Outside the Purchaser's Country .....	4-10
Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country .....	4-11
Bid Security .....	4-19
Bid-Securing Declaration .....	4-20
Manufacturer's Authorization .....	4-21
Affiliate Company Guarantee .....	4-22
Deviation Certificate.....	4-24
Bidder's Qualification .....	4-26
Form ELI – 1: Bidder's Information Sheet.....	4-26
Form ELI - 2: Joint Venture Information Sheet.....	4-27
Form EXP - 1: Contractual Experience.....	4-28
Form EXP - 2: Technical Experience.....	4-29
Form EXP - 3: Production Capacity .....	4-30
Form FIN - 1: Historical Financial Performance .....	4-31
Form FIN - 2: Size of Operation (Average Annual Turnover) .....	4-32
Form FIN - 3: Cash Flow Capacity.....	4-33
Form Lit-1: Pending Litigation.....	4-34
Declaration Certificate.....	4-35



## Technical Bid Submission Sheet

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: \_\_\_\_\_  
 International Competitive Bidding (ICB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: [insert complete name of the purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: . . . [insert a brief description of the goods and related services] . . .
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . [insert validity period as specified in ITB 20.1 of the BDS] ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB4.2.
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder, either individually or as partner in a joint venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.

Signature :-  
 Subject: CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID: deepak.mittal

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”

Single-Stage: Two-Envelope

- (g) Our firm, joint venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other developmentbanks.<sup>1</sup>
- (h) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.
- (i) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended or blacklisted, please state details (as applicable to each joint venture partner/associate/ parent company/ affiliate/ subsidiaries/ subcontractors/suppliers):

- (i) Name of Institution: \_\_\_\_\_
- (ii) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (iii) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

- (j) Our firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any Subcontractors or Suppliers key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (i) Nature of the offense/violation: \_\_\_\_\_
- (ii) Court/Area of jurisdiction: \_\_\_\_\_
- (iii) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (iv) Other relevant details:

- (k) We understand that it is our obligation to notify ADB should our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the purchaser's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- (l) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers, are not from a country which is prohibited to export goods to or receive any payments from the purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations

<sup>1</sup> These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check [www.adb.org/integrity](http://www.adb.org/integrity) for updates.

Signature :-  
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No - 1318433

- (m) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>
- (n) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
  
- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
  
- (p) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (as amended from time to time).

Name \_\_\_\_\_  
 In the capacity of \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_  
 Date \_\_\_\_\_

<sup>1</sup> Use one of the two options as appropriate.

Signature -  
 Subject: CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID: deepak.mittal  
 Serial: 102422



## Price Bid Submission Sheet

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: \_\_\_\_\_  
 International Competitive Bidding (ICB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: . . . . . *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]* . . . . .

Methodology of Application of the Discounts: The discounts shall be applied using the following method: . . . . . *[specify in detail the method that shall be used to apply the discounts]* . . . . .

Signature :-  
 Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID: deepak.mittal  
 Serial No - 1318433

Bid Document-Goods – "Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis."

Single-Stage: Two-Envelope

(e) Our bid shall be valid for a period of . . . [insert validity period as specified in ITB 20.1 of the BDS] ..... days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents..

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:<sup>1</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

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

(j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name \_\_\_\_\_  
 In the capacity of \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_  
 Date \_\_\_\_\_

<sup>1</sup> If none has been paid or is to be paid, indicate "None."

Signature :-  
 Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID: deepak.mittal





## Country of Origin Declaration Form

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Item	Description	Country of Origin

Signature :-  
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No - 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

Single-Stage: Two-Envelope

**PRICE BID FORMAT****LOT 1****Price Schedule for E-Cars****to be offered within INDIA (Schedule 1)****Lot 1 (Delhi, Kerala, Uttar Pradesh, Gujarat, Telangana, Madhya Pradesh, Maharashtra, Andaman & Nicobar Islands, Rajasthan, West Bengal, Assam etc.)**

Item Name	Proposed Quantity	Unit of measurement	Base Price per unit exclusive of GST(IGST/CGST/SGCT/UGST) (in Rs.) on F.O.R Destination	Total, exclusive of GST(IGST/CGST/SGCT/UGST) (in Rs.) on F.O.R Destination basis (in figure)	Total exclusive of GST(IGST/CGST/SGCT/UGST) ( in Rs.) on F.O.R Destination basis (in words)
-1	-2	-3	-4	(5) =(2)*(4)	-6
Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.					
E-car with 3 years standard warranty (4 wheeler Sedan , Range equal to or more than 180 KMs).	200	(Nos.)	-	-	-
<b>Total (T)</b>					

(For illustration purpose only; to be filled online only)

**Column 4:** Currency in INR only

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

**Column 5:** Payable in India if Contract is awarded

Signature :-  
 Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID: deepak.mittal

Bid Document-Goods – Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”

Single-Stage: Two-Envelope

**PRICE BID FORMAT****Lot 1****Price Schedule for E-Cars**

**to be Offered from Outside the Purchaser's Country (Schedule 2)  
Lot 1 (Delhi, Kerala, Uttar Pradesh, Gujarat, Telangana, Madhya Pradesh,  
Maharashtra, Andaman & Nicobar Islands, Rajasthan, West Bengal,  
Assam etc.)**

Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price on CIP basis (In USD)	Total Price on CIP basis (In USD)	Taxes & Duties (Custom Duty and IGST) (In INR)
1	2	3	4	5	6=2*5	7
Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.						
E-car with 3 years standard warranty (4 wheeler Sedan , Range equal to or more than 180 KMs).	200	(Nos.)	-	-	-	
<b>Total (T)</b>						

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No: 1318433

Bid Document-Goods

– “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

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**PRICE BID FORMAT**

**Price Schedule for E-Cars  
to Be Offered from Inside & Outside the Purchaser's Country (Schedule 3)  
Lot 1 (Delhi, Kerala, Uttar Pradesh, Gujarat, Telangana, Madhya Pradesh,  
Maharashtra, Andaman & Nicobar Islands, Rajasthan, West Bengal, Assam etc.)**

Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price		Total Price	
				(a)	(b)	(a)	(b)
				Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
1	2	3	4	5(a)	5(b)	6(a)=5(a) X 3	6(b)= 5(b) X 3
Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.							
<b>A.</b> Inland transportation (within India) including loading, unloading, transfer to Designated Location, insurance and other costs incidental to delivery	200	Nos					
<b>Total (T) - Part A (200 Nos)</b>				<b>Total (T)</b>			

**Column 5 and 6: Prices** are to be quoted inclusive of all customs duties except GST, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder.

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal

Bid Document-Goods – Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”

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**PRICE BID FORMAT**

Lot 2

**Price Schedule for E-Cars  
to be offered within INDIA (Schedule 1)  
Lot 2 (Delhi, Kerala, Uttar Pradesh, Gujarat, Telangana, Madhya Pradesh,  
Maharashtra, Andaman & Nicobar Islands, Rajasthan, West Bengal, Assam etc.)**

Item Name	Proposed Quantity	Unit of measurement	Base Price per unit exclusive of GST(IGST/CGST/SGCT/UGST) (in Rs.) on F.O.R Destination	Total, exclusive of GST(IGST/CGST/SGCT/UGST) (in Rs.) on F.O.R Destination basis (in figure)	Total exclusive of GST(IGST/CGST/SGCT/UGST) ( in Rs.) on F.O.R Destination basis (in words)
-1	-2	-3	-4	(5) =(2)*(4)	-6
Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.					
E-car with 3 years standard warranty (4 wheeler with less than 4M Length & Range equal to or more than 250 KMs).	300	(Nos.)	-	-	-
<b>Total (T)</b>					

(For illustration purpose only; to be filled online only)

**Column 4:** Currency in INR only

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

**Column 5:** Payable in India if Contract is awarded

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No: 1318433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

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**PRICE BID FORMAT**

Lot 2

**Price Schedule for E-Cars**

**to be Offered from Outside the Purchaser's Country (Schedule 2)  
Lot 2 (Delhi, Kerala, Uttar Pradesh, Gujarat, Telangana, Madhya Pradesh,  
Maharashtra, Andaman & Nicobar Islands, Rajasthan, West Bengal, Assam etc.)**

Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price on CIP basis (In USD)	Total Price on CIP basis (In USD)	Taxes & Duties (Custom Duty and IGST) (In INR)
1	2	3	4	5	6=2*5	7
Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.						
E-car with 3 years standard warranty (4 wheeler with less than 4M Length & Range equal to or more than 250 KMs).	300	(Nos.)	-	-	-	
<b>Total (T)</b>						

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”.

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**PRICE BID FORMAT**

**Price Schedule for E-Cars  
to Be Offered from Inside & Outside the Purchaser's Country (Schedule 3)  
Lot 2 (Delhi, Kerala, Uttar Pradesh, Gujarat, Telangana, Madhya Pradesh, Maharashtra,  
Andaman & Nicobar Islands, Rajasthan, West Bengal, Assam etc.)  
(For Illustration Purpose Only- Price bid to be filled online)**

Item Name	Proposed Quantity	Unit of measurement	Country of Origin	Unit Price		Total Price	
				(a)	(b)	(a)	(b)
				Foreign Currency (USD)	Local Currency (INR)	Foreign Currency (USD)	Local Currency (INR)
1	2	3	4	5(a)	5(b)	6(a)=5(a) X 3	6(b)= 5(b) X 3
Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler Sedan E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis.							
<b>A.</b> Inland transportation (within India) including loading, unloading, transfer to Designated Location, insurance and other costs incidental to delivery	300	Nos	-	-	-	-	
<b>Total (T) Part A - (300 Nos)</b>				<b>Total (T)</b>			

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No: 1318433

Bid Document-Goods

– “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

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**Column 5 and 6: Prices** are to be quoted inclusive of all customs duties except GST, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder.

**Notes:**

1. The bidder(s) has to mandatorily quote for all the line items/services/jobs enlisted in the Price Bid Sheet format (Price Schedule for PCS, related services and optional related services). Else, the bid shall be liable for outright rejection.
2. If there is a discrepancy between the individual unit rates and the total amount, the unit rates will prevail.
3. Bid with variable price(s) will not be accepted.
4. Prices once quoted shall remain firm, and subject not be subject to any escalation, till completion/execution of the contractual assignments/work and till the contract's validity's extension, if any.
5. The contractor shall need to be mandatorily registered with the relevant Tax Authority (ies) for the LOA items (services, where applicable), and furnish photocopy of their tax registration certificate(s) and PAN along with each Tax invoice.
6. Deposit of all statutory taxes, duties, levies, etc. to government authorities shall be the sole responsibility of the contractor and the contractor shall indemnify EESL for any tax claims/problems, etc. with the statutory authority/Government or State authorities.
7. Income tax, TDS, etc. will be deducted at source by EESL as per government policies.
8. Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to EESL by the implementing partner(s).
9. Applicable taxes, duties, cess, etc. shall be paid on actuals as applicable in the state where the products are delivered, provided that the bidder(s) is registered with the relevant tax authorities.
10. The bidder(s) shall comply with all the statutory compliances as specified in the document.
11. Further, the bidder(s) must make sure that any compliances, to be ensured by EESL are communicated to EESL by the bidder(s) and if required, EESL may take assistance from the bidder(s) to execute such compliance(s) and the bidder(s) shall be reimbursed the statutory fee only, for performing compliance(s) on behalf of EESL applicable on EESL.
12. EESL have the rights to accept or reject any bid or part without assigning any reason.
13. Prices quoted shall remain firm for the entire project duration.
14. Bidder(s) shall refer to SCC for details on quantity variation.
15. Price Bid table 'Schedule 1' is for domestic bidders and Price Bid table 'Schedule 2' is for international bidders and Price Bid table 'Schedule 3' is common for both domestic and international bidders.

Minimum quantity to be quoted against each item mentioned in above table is 100% of the maximum quantity

I/We have read all the terms and conditions of the Tender/IFB/NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the Tender/IFB/NIT.

(SEAL)

Name \_\_\_\_\_

Signature :-  
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”.

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In the capacity of \_\_\_\_\_  
Signed \_\_\_\_\_  
Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_  
Date \_\_\_\_\_

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No - 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

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## Form of Bid Security

[insert bank's name, and address of issuing branch or office] 1

Beneficiary: [insert name and address of Purchaser]

Date:[insert date]

Bid Guarantee No.:[insert number]

We have been informed that . . . . [insert name of the bidder] . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . [insert date] ..... (hereinafter called "the Bid") for the execution of . . . . [insert name of contract] . . . . under Invitation for Bids No. . . . . [insert IFB number] ..... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . [insert name of bank] . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....[insert amount in figures] [insert amount in words]..... upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.2

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

-- **Note** --

In case of a joint venture / consortium, the bid security must be in the name of all partners / members to the joint venture / consortium that submits the bid.

<sup>1</sup> All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

<sup>2</sup> Or 758 as applicable.

Signature -  
Subject: CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”.

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### Manufacturer's Authorization

Date: ..... [insert date (as day, month, and year) of bid submission] .....

ICB No.: ..... [insert number of bidding process] .....

To: ..... [insert complete name of Purchaser].....

#### WHEREAS

We ..... [insert complete name of manufacturer] ....., who are official manufacturers of ..... [insert type of goods manufactured] ....., having factories at..... [insert full address of manufacturer's factories] ....., do hereby authorize ..... [insert complete name of bidder] .....to submit a bid the purpose of which is to provide the following goods, manufactured by us ..... [insert name and/or brief description of the goods]....., and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the manufacturer]

Name:[insert complete name(s) of authorized representative(s) of the manufacturer]

Title:[insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of manufacturer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

#### -- Note --

*All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.*

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the BDS.*

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No: 1318433

Bid Document-Goods – "Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis."

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## DEVIATION CERTIFICATE

**-- Note --**

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To

The Chief General Manager (Technical)  
 Energy Efficiency Services Limited  
 6th Floor, Core-5,  
 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
------------------------------	---------------	-------------	---	--------------------

A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : \_\_\_\_\_ (Signature).....

Signature :-  
 Subject: CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=SUPPLY CHAIN  
 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID: deepak.mittal

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”.

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Place : (Printed Name).....  
(Designation).....  
(Common Seal).....

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

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal  
Serial No: 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

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## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
<b>Bidder's legal name</b>	
<b>In case of a Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</li> <li><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</li> </ul>	

Signature :-  
Subject: CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: deepak.mittal

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”.

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**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<b>Attached are copies of the following documents:</b>	
<input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2 <input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5	

Signature :-  
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 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID: deepak.mittal  
 Serial No: 131B433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

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**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 <input type="checkbox"/> Subcontractor
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
<b>Accordance with Criteria 2.2.1 (</b>		

**- Note -**

*This form shall only be included if either Criterion 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

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**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract.

<b>Technical Experience</b>	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
<b>Requirements in Accordance with Section 3 (Evaluation and Qualification Criteria)</b>	
<b>Product has been in production for at least . . . . . years.</b>	
<b>(ii) Product (or equipment) has been sold a minimum of . . . . . units of similar type and specification over the last three (3) years.</b>	
<b>(iii) Product has been in operation for a minimum of . . . . . years.</b>	

**- Note -**

*This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

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**Form EXP - 3: Production Capacity**

Fill out one (1) form per product and manufacturer.

Production Capacity	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in Accordance with Section 3 (Evaluation and Qualification Criteria)	
<b>Production facility 1 (include location):</b>	
<b>Production facility 2 (include location):</b>	
<b>Production facility 3 (include location):</b>	

*This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.*

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**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous ___ Years [\$ Equivalent]		
Year 1:	Year 2:	Year :

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>Net Worth = TA-TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>Working Capital = CA - CL</b>			

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- 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).

*This form shall only be included if Criterion 2.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

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 Serial No: 1318433

Bid Document-Goods – "Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis."

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**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 in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported. Bidder may use credentials of parent/holding company for meeting all the financial requirement. The bidder must demonstrate that the parent company or holding company is liable for it with legal effect (e.g. by providing a guarantee or a "hard" letter of comfort)."

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: \_\_\_\_\_

Annual Turnover Data for the Last .....Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
<b>Average Annual Turnover</b>			



*This form shall only be included if Criterion 2.3.2 (Contract Type A) or 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

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 Sep 09, 2014 14:23:21



**Form FIN - 3: Cash Flow Capacity**

Specify proposed sources of financing, such as working capital, liquid assets,<sup>1</sup> lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1		
2		
3		

*This form shall only be included if Criterion 2.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.*

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 Serial No: 1318433

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”

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## Declaration certificate

(Declaration for no of Lots participated by Bidders)

Ref. NIT/Bid Document No:.....  
(Description).....

To,  
Chief General Manager (SCM)  
Energy Efficiency Services Limited  
6 th Floor, Core-3, Scope Complex,  
7 Lodhi Road, New Delhi-110003

Sub.: Declaration for the No. of Lots participated 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.

Sr no	Lot No	Participated (Yes/No)
1	Lot No. 1	
2	Lot No. 2	

(\* bidder has to mandatorily declare the quoted lot/packages. Providing false information may lead technically non-responsiveness of the bid)

Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

\_\_\_\_\_

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Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”.

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# Section 5: Eligible Countries

**There is no country restriction and universal procurement will apply.**

---

Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis”



Signature :-  
MANAGEMENT, S ENERGY EFFICIENT SERVICES LIMITED, CHN,  
Bid Document-Goods – “Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.”  
Serial No - 1128733

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User ID : deepak.mittal  
Serial No : 131B433

# Section 6 - Schedule of Supply

## Contents

1. List of Goods and Related Services.....	6.1-6.5
2. Technical Specifications.....	6.6
3. Delivery and Completion Schedule.....	6.7



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User ID : deepak.mittal  
Serial No : 131B433

## **SCOPE OF WORK and Special Terms and Conditions**

### 6.1 INTRODUCTION TO ENERGY EFFICIENCY SERVICES LIMITED

A joint venture of NTPC Limited, Power Finance Corporation, Rural Electrification Corporation and POWERGRID, Energy Efficiency Services Limited (EESL) was set up under Ministry of Power to facilitate implementation of energy efficiency projects. EESL is an Energy Service Company (ESCO) that seeks to unlock energy efficiency market in India, estimated to at US\$ 12 billion that can potentially result in energy savings of up to 20 per cent of current consumption, by way of innovative business and implementation models.

#### Objectives of EESL

- To facilitate preparation of energy-efficiency projects for Demand Side Measures including municipal functions, agriculture, public building, lighting, etc.
- To implement schemes, programmes and policies of Central and state governments or its agencies.
- To partner with private ESCOs and other companies to promote energy-efficiency.
- To provide consultancy services in the field of energy-efficiency, CDM projects, and other related areas.
- To identify and impart training to build the capacity of stakeholders.

### 6.2 BACKGROUND

For this document, the term electric vehicles refers to vehicles that run solely from battery energy stored in the vehicle, and do not have any internal combustion engine.

Ministry of Power has initiated a program to introduce 10,000 e-cars in the country. Award has been placed by EESL for procurement of 10,000 e-cars with delivery of e-cars as per demand. As per the growing demand of the e-cars with extended range pan India, EESL plans to procure an additional 100 e-cars with high range and high battery capacity. EESL has procured 15 similar vehicles on a pilot basis to check the acceptability of the vehicles in government fleet and fleet operators. The performance of the vehicles has been found to be satisfactory and the need of such vehicles has been felt. All of this quantity shall be procured through this Tender and the bidder is required to quote accordingly. The goal of this initiative is to provide an impetus for Indian vehicle manufacturers, charging infrastructure companies, fleet operators, service providers, etc. to gain efficiencies of scale and drive down costs, create local manufacturing facilities, grow technical competencies for the long-term growth of the electric vehicle (EV) industry in India and also to enable Indian EV manufacturers to emerge as major global players.

EESL shall be supporting the new Electric Mobility Mission to scale-up Electric Vehicles (EVs) in India through bulk aggregating demands of EVs, procuring best quality products and services at lowest prices from the OEMs and leasing vehicles to the Aggregators (or the EV Operators). The private sector will be expected to play a major role in this initiative that is being led by the Ministry of Power.

### 6.3 OBJECTIVE OF THE PROJECT

The Central government has identified electric mobility as one of the drivers for encouraging resource efficiency in transport sector. To meet this objective, EESL

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User ID : deepak.mittal  
Serial No : 131B433

seeks to procure Electric Cars (4-wheeler car) by aggregating demand from various government agencies, shared mobility operators, other agencies etc.

#### 6.4 BILL OF QUANTITY

The bill of quantity has been mentioned in the table below

Package sl. No.	Name of State/Country	Cars to be procured	Number of Vehicles
Lot 1	India	E-car (4 wheeler Sedan , Range equal to or more than 180 KMs) .	200
Lot 2	India	E-car (4 wheelers, less than 4M Length, Range equal to or more than 250 KMs) .	300
Total			500

#### 6.4.1 TENTATIVE DELIVERY LOCATIONS

Location (Cities)	Lot 1	Lot 2
	No. of E-Cars	No. of E-Cars
Delhi- NCR	30	60
Kerala (Thiruvanthapuram, Cochin, Ernakulum)	30	130
Uttar Pradesh(Agra, Aligarh, Lucknow, Gorakhpur, Varanasi, Allahabad)	20	20
Gujarat(Ahmedabad, Surat, Rajkot, Vadodara)	10	10
Telangana(Hyderabad)	10	5
Madhya Pradesh(Bhopal, Indore)	10	5
Maharashtra (Mumbai, Pune, Nagpur)	30	10
Andaman & Nicobar Islands (Port Blair)	20	20
Rajasthan (Jaipur)	10	10
Jharkhand (Ranchi)	10	10
West Bengal (Kolkata)	10	10
Assam (Guwahati)	10	10
<b>Total</b>	<b>200</b>	<b>300</b>

The quantities indicated for each state are tentative and may undergo change. EESL can allocate the quantities to any district within a state. However, in the event of any new state being added as a destination, EESL will reimburse the incremental freight on actuals.

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User ID : deepak.mittal  
Serial No : 131B433



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User ID : deepak.mittal  
Serial No : 131B433

## 6.5 SCOPE OF WORK

Procurement of 500 Electric Cars with 3 years Standard warranty (200 Nos. of 4-wheeler E-Cars range equal to or more than 180 KMs and 300 Nos. of 4-wheeler E-Cars with less than 4M Length & range equal to or more than 250 KMs)– Design, Manufacture, On site Supply and Maintenance Support for Electric Cars Pan India Basis. for deployment of Electric vehicle transport solutions in India. The scope of the bidder(s) shall include designing, engineering, manufacturing, testing, inspection, supply, transportation, complete system warranty & transit insurance, delivery to project site.

- i. The terms and conditions prescribed shall be applicable to both the lots unless specified.
- ii. The Bidder shall provide quotes for Base Price with Standard Warranty Package coverage of Standard warranty on E-Car i.e. 3 years or 1,25,000 KMs whichever is earlier from the date of deployment of E-car.
- iii. Lot 1: The bidder shall provide standard warranty of 5 Years and 1,25,000 KMs whichever is earlier from the date of deployment on battery and motor.
- iv. Lot 2: The bidder shall provide standard warranty of 8 Years and 1,50,000 KMs whichever is earlier from the date of deployment on battery and motor.
- v. The Auxiliary battery shall have warranty for minimum 24 months from the date of deployment.
- vi. Bidders must include Roadside assistance, including towing of vehicle from location to designated workshop (Under accidental, technical breakdown). The duration of the Roadside assistance shall be for 3 years or 1,25,000 KMs whichever is earlier from the date of delivery of E-Car
- vii. There should be hassle free service and maintenance facilities must be available for entire country at least one OEM authorized service center to be available in every district across India (final deployment locations would be intimated later). However, bidder should intimate the location of current service stations in the format attached.
- viii. The turn-around time for repairs should be in line with SLA mentioned at Section 4.3 to readiness for dispatch with the issues resolved. The bidder is expected to clearly specify the authorized workshop timings as a part of the bid. It is the Bidder's responsibility to ensure that there are sufficient number of service centers to cater to the volume of vehicles planned to be introduced in each city and adhere to the SLA's.
- ix. The Bidder will be penalized at delay over and above the defined SLAs, in the event a vehicle is not meeting the stated SLA's as mentioned in Section 4.3
- x. Lot 1: The battery capacity must exceed 75% of its rated (certified) capacity at all times for 5 years of continuous operations or 1,25,000 lakh Kms whichever is earlier, from the date of delivery of vehicle.
- xi. Lot 1: The battery capacity must exceed 75% of its rated (certified) capacity at all times for 8 years of continuous operations or 1,50,000 lakh Kms whichever is earlier, from the date of delivery of vehicle.
- xii. The successful bidder(s) should also facilitate the registration of e-cars for EESL and its clients. The cost of the registration should be borne by the manufacturer/dealership. The same would be reimbursed by EESL on actuals along with the release of payment for vehicle supplied.
- xiii. The cost of high security number plate and fast tag should be included in the cost of E-Car quoted by the bidder
- xiv. The successful bidder(s) should arrange all the necessary clearances and approvals for

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 User ID: 131B433  
 Serial No: 131B433

- the sale of the proposed models across India.
- xv. The Successful bidder(s) has to provide free of cost training of drivers which would be conducted by EESL from time to time. The time and place shall be intimated in advance to the manufacturer by EESL.
  - xvi. As per the client requirements, EESL would direct the Successful bidder(s) to raise the invoice directly to its clients.
  - xvii. OEM would support the showcase, demo and trial of the electric vehicle as & when required by EESL. The time and place shall be intimated in advance to the manufacturer by EESL.
  - xviii. The bidder should submit the entire component wise spare parts list with associated costs. (Bidders may use their own format).

The functionality and specification of the electric cars (unless otherwise mentioned in this document) need to be in accordance with the below mentioned information.

## 6.6 PRODUCT SPECIFICATION

The desired functional and technical specifications of E-cars (applicable in Indian conditions) have been mentioned in the subsequent sections of this document. However, the intent is not to specify and capture all the aspects of design and installation associated with E-cars mentioned herein. It shall be the obligation of bidder(s) that all the systems, sub-systems and equipment's/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards.

### TECHNICAL SPECIFICATIONS OF THE E-CARS

S. No.	Parameters	Values
1	Vehicle type	M1 category
2	Seating capacity	5 Seater
3	Length	Min 3990 mm
	Width	Min 1600
4	Wheel base	Min 2400
	Max Power PS@3500 rpm	Min 120PS
5	Boot space (rear seats upright)	Min 250L
6	Ground Clearance (unladen)	Min 125 mm
7	Steering	Power Assisted
8	Suspension	As per OE standard
9	Motor Power	25 KW or more
	Battery Capacity	20KW or more ( For Lot 1) and 25 KW or more (For Lot 2)
10	Air Conditioning (AC)	Yes
11	Declared Range	Equal or above 180 km (For Lot 1), Equal or above 250 km (For Lot 2) (under Modified Indian Driving Conditions Part-1 specified by ARAI under CMVR)

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User ID : deepak.mittal  
Serial No : 131B433

<b>12</b>	<b>Top Speed</b>	Greater or equal to 80 kmph
<b>13</b>	<b>Acceleration (0-100 kmph)</b>	< 10 sec
<b>14</b>	<b>Gradeability</b>	> 8 deg
<b>15</b>	<b>ABS + Safety airbags</b>	Yes (as per AIS 145 & AIS 151 or IS 15986)
<b>17</b>	<b>Regeneration power</b>	Yes
<b>18</b>	<b>AC Charging standard</b>	Lot 1: Bharat Charging Standard, Compatibility with DC001, AC001 Protocols Lot 2" CCS Type 2 Max AC 3-phase rate: 3.3 kW
<b>19</b>	<b>DC Fast Charging standard</b>	Lot 1: Bharat Charging Standard, Compatibility with DC001 Lot 2: CCS Max DC rate: 50kW
<b>20</b>	<b>Noise Level during operations</b>	As per AIS-049
<b>21</b>	<b>Noise Level during charging</b>	<80 dBA
<b>22</b>	<b>Compliance</b>	Compliance with all applicable CMVR rules

Note:

- E-Cars must meet all eligibility conditions for availing Demand Incentive under Phase-II of FAME (Faster Adoption and Manufacturing of (Hybrid) and Electric Vehicles) India Scheme of Govt. of India.
- Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to EESL by the implementing partner(s).
- Benefit of any Incentives or Subsidies issued by state or central Government/Department during the execution of contract shall be passed on to EESL by the implementing partner.
- E-Cars should be capable of charging in any mode, (slow/fast mode), any number of times.
- All wiring within the vehicle interior including boot space shall be concealed properly
- Charging ports/points should be on the exterior body of the car with a designated flap.
- Various design elements (decals and logos) would be informed by EESL as per requirements and would be specified by EESL based on the car design.

Chargers to be supplied

1. For Both Lots: Slow charger requires a 3-pin-to-Type 2 cable, with end to end cable length atleast 5m
2. Lot 2: Home Charger box with Type-2 Cable with end to end cable length 5m with capacity maximum output of 3.3KW, the installation of the home charger to be done within the timelines of the delivery of every vehicle. Each car should be supplied with slow charger 3-pin-to-type 2 cable and home charger as per given specification"

The key features expected from the E-car are provided in the table below:

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User ID : deepak.mittal  
Serial No : 131B433



Feature		Requirement
Safety & Security	Seat Belts for front row (driver + passenger), Seat Belt Pretensioners - Driver & Passenger	Y
	Seat belt for back row passengers	Y
	Driver Seat Height Adjustable	Y
	2 side view mirror + 1 Rear View Mirror	Y
	Automatic Door Lock (While Driving)	Y
	Collapsible Steering column/Energy-absorbing steering column	Y
	Airbag for Driver & Passenger Compulsory,	Y
	ABS with EBD	Y
	Side Intrusion Beams/ Pipe-style steel side-door guard beams	Y
	Reverse Parking Camera with Parking Sensors	Y
	Seatbelt Reminder (Driver + Passenger)	Y
	High Speed Warning Alert (80kmph)	Y
	Front Wheels Disc Brake, Rear Drum Brake or disk brake	Y
	Theft-deterrent system, unauthorized entry/Digital Immobilizer/Anti-theft system	Y
Exterior	Alloy Wheels	Y
	LED Headlamps & Tail Lamps or Projector Head Lamps	Y
	Mud Flaps on all wheels	Y
	Body Color (preferable)	White
	Bumper	Body colour
	Tubeless Tyres	Y
	Door Handles	Body Colour /Chrome finish
	Removable Car Seat Covers with EESL logo	Leather/Leatherette
	Front Grille	Chrome/Body Colour/Optional
Comfort and Convenience	Side Turn Indicator	Y
	ORVMs & Bumpers	Body Colour
	Automatic climate control with air conditioning/ Heating & Air Conditioning/ Automatic Temperature Control (ATC)	Y
	4 door Power Windows	Y
	Driver side up/down & all window control	Y
	Electronic ORVMs	Y
	Keyless Entry & Remote Lock/ Keyless Open mandatory and passive unlock and lock on all doors optional	Y
	Passenger's seatback pocket	Y
	4-way manual seat adjuster (Driver Seat)	Y
	Charge port with light and lock/ Mobile Charging Point/ Auxiliary 12-volt DC power outlet	Y
	Sunvisor	Y
	Front demister mandatory & Rear Demister optional	Y
	Roof Lamp (Front mandatory and Back Row optional)	Y
Drive Mode Select - Economy, Sport	Y	
Integrated Stereo with 4 speakers, USB & Radio, Bluetooth	Y	
Front & Rear Floor Mat ( PVC material)	Y	

Signature :-  
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 MANAGEMENT, O-ENERGY EFFICIENCY SERVICES LIMITED  
 User ID : deepak.mittal  
 Serial No : 151B433

The E-cars before delivery, should meet all the regulatory and statutory norms and obtain all the approvals/NOCs from appropriate Indian Govt. agencies such as M1 type approval requirements by ARAI laboratories.

### 6.7 E-CAR SERVICE LEVEL AGREEMENT (SLA)

E-cars procured under this tender will be required to meet the SLAs. The successful bidder should inform the contact information of the Nodal person who would be dealing with all the technical/non-technical issues. Duration of SLA is applicable for 3 years or 1,25,000 KMs whichever is earlier from the date of deployment for both the lots.

#### SLA for E-Cars

Sr. No.	Defined Parameter	Service Level Requirement	Validation Procedure	Penalty
1	Turnaround times for non-accidental repairs	The turn-around time for non-accidental repairs should be no longer than 8 working hours from reporting of issue to nodal person designated by OEM to readiness for dispatch with the issues resolved in case of non accidental repairs. All spares for repairs are to be maintained at a reasonable level to ensure adherence to turnaround times for repairs.	The successful bidder shall maintain a record of i. Intimation, in & out time of breakdown vehicle ii. Intimation, Reporting and release time of loaner/replacement vehicle. ii. OEM has to maintain the record of breakdown issues and to submit the report on actions taken.  All the information sought in point (i), (ii) & (iii) to be submitted on monthly basis to the EESL/Client/Fleet service provider for certification by 7th of every calendar month	The successful bidder shall arrange for replacement vehicle (electric/non- electric vehicle with fuel of same segment) within a maximum period of 2 hours on reporting of non- accidental issue to OEM designated person till the time vehicle is repaired and ready for delivery. In case the OEM fails to provide replacement vehicle on time, a penalty of INR 2000 per vehicle per day or at actuals (if replacement vehicle is arranged by EESL on its own) would be charged per vehicle per day. per vehicle till the time vehicle is ready for delivery will be charged. In case of same fault recurring in a particular vehicle more than 2 times within a period of 2 months, penalty amounts as mentioned above will be doubled In case turn-around time (i.e., from reporting of issue till readiness of vehicle with issue resolved) is more than 8 working hours, additional penalty of INR 500 per day
2	Turnaround times for accidental repairs .  <b>Major Accident:</b> Claim amount more than 30,000 INR  <b>Minor Accident:</b> Claim amount less than 30,000 INR.	In case of minor accident, the turn-around time should be no longer than 3 working days from approval from EESL and/or insurance agency to readiness for dispatch with the issues resolved. In case of major accident, the turn- around time should be no longer than 10 working days from approval from EESL and/or insurance agency to readiness for dispatch with the issues resolved.	The successful bidder shall maintain a record of i. Intimation, in & out time of breakdown vehicle ii. Intimation, Reporting and release time of loaner/replacement vehicle. ii. OEM has to maintain the record of breakdown issues and to submit the report on actions taken.  All the information sought in point (i), (ii) & (iii) to be submitted on monthly basis to the EESL/Client/Fleet service provider for certification by 7th of every calendar month.	<b>For Minor accident</b> More than 3 calendar days a penalty of INR 500 per day per vehicle till the time vehicle is ready for delivery will be charged. <b>For Major accident</b> More than 10 calendar days a penalty of INR 500 per day per vehicle till the time vehicle is ready for delivery will be charged. The successful bidder shall arrange for replacement vehicle (electric/non- electric vehicle with fuel of same segment) (i) for minor accident, after 3 calendar days (ii) For major accident. after 10 calendar days Unless and until the vehicle is repaired and ready for delivery. In case the OEM fails to provide replacement vehicle on time, a penalty of INR 2500 per vehicle per day or at actuals (if replacement vehicle is arranged by EESL on its own) would be charged per vehicle per day.

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Serial No : 131B433

3	Timely Delivery of registered E-car: Bidder(s) must ensure that E-car's Confirmatory Purchase Orders/Delivery Order placed pursuant to issuance of LOA are delivered as per the scheduled date of delivery set out in the purchase order at the Designated place.	Within 4 weeks of issuance of Confirmatory PO/Indent.	Copy of PO/intimation, Challan from Department of Transport, Delivery challan signed by representative of OEM, EESL/Client. In addition OEM will also submit the quarterly report of PO placed by EESL and delivery of registered vehicles against the Purchase Orders.	0.5% penalty on the supply value of the delayed quantity confirmed for supply through the Confirmatory PO/Delivery Order (as per price bid schedule 1 or Schedule 2 whichever is applicable) for every week's late delivery, subject to a maximum cap of 5 % of the supply value of the delayed quantity of the Confirmatory PO/Delivery Order (as per Price bid Schedule 1 or Schedule 2 whichever is applicable)
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### 6.7 DELIVERY SCHEDULE AND TIMELINES: FOR EACH LOT

Package sl. No.	Name of State/Country	Cars to be procured	Number of Vehicles
Lot 1	India	E-car (4 wheeler Sedan , Range equal to or more than 180 KMs) .	200
Lot 2	India	E-car (4 wheelers, less than 4M Length, Range equal to or more than 250 KMs) .	300
Total			500

### Schedule of Deployment

Duration	Jan'21 - Mar'21	Apr'21- Jun'21	Jul'21- Sept'21	Oct'21- Dec'21	Jan'22- Feb'22
No of EVs (Lot 1)	40	80	30	30	20
No of EVs (Lot 2)	80	100	60	40	20

- a) After issuance of LOA, EESL would issue PO/Letter(s) of Intent (LoI) with exact details of quantity to be supplied and the location of supply. The actual demand would be intimated from time to time. Delivery needs to be done for every lot within 1 month from the date of issue of PO/Letter of Intent (LoI) for the allocated lot.
- b) The validity of LoA for allocation of E-Cars will 1 year from the date of issuance of LoA. However, considering the delivery period of one month from the date of allocation as stated above, total duration of delivery shall be 1 year and 1 month of Letter of Award (LoA).

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 Serial No : 131B433

# Section 7: General Conditions of Contract

## Table of Clauses

1.	Definitions .....	7-2
2.	Contract Documents.....	7-3
3.	Fraud and Corruption .....	7-3
4.	Interpretation.....	7-5
5.	Language .....	7-6
6.	Joint Venture .....	7-6
7.	Eligibility .....	7-6
8.	Notices .....	7-6
9.	Governing Law .....	7-7
10.	Settlement of Disputes .....	7-7
11.	Scope of Supply .....	7-7
12.	Delivery .....	7-7
13.	Supplier's Responsibilities .....	7-7
14.	Purchaser's Responsibilities .....	7-7
15.	Contract Price .....	7-7
16.	Terms of Payment.....	7-8
17.	Taxes and Duties .....	7-8
18.	Performance Security.....	7-8
19.	Copyright .....	7-8
20.	Confidential Information.....	7-8
21.	Subcontracting .....	7-9
22.	Specifications and Standards .....	7-9
23.	Packing and Documents.....	7-10
24.	Insurance .....	7-10
25.	Transportation.....	7-10
26.	Inspections and Tests.....	7-10
27.	Liquidated Damages.....	7-11
28.	Warranty .....	7-12
29.	Patent Indemnity .....	7-12
30.	Limitation of Liability .....	7-13
31.	Change in Laws and Regulations .....	7-13
32.	Force Majeure.....	7-14
33.	Change Orders and Contract Amendments .....	7-14
34.	Extensions of Time.....	7-15
35.	Termination .....	7-15
36.	Assignment .....	7-16
37.	Respectful Work Environment .....	7-16

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 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 131B433

**1. Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “Eligible Countries” means the countries and territories eligible as listed in Section 5.
  - (h) “GCC” means the General Conditions of Contract.
  - (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
  - (m) “SCC” means the Special Conditions of Contract.
  - (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

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MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 131B433

- (o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) “ADB” is the Asian Development Bank.
- (q) “The Site,” where applicable, means the place named in the SCC.

## 2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## 3. Fraud and Corruption

3.1 ADB’s Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “coercive practice” means 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;
  - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
  - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing

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 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
 User ID : deepak.mittal  
 Serial No : 131B433

- the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and
- (viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- 3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or

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 User ID : deepak.mittal  
 Serial No : 131B433



physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.

3.4 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

#### 4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting

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User ID : deepak.mittal  
Serial No : 131B433





of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 6. Joint Venture

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

### 8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.



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Serial No : 131B433

- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply** 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery** 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities** 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.



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 Serial No : 131B433

**16. Terms of Payment**

- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

**17. Taxes and Duties**

- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**19. Copyright**

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**20. Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the



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 Serial No : 131B433

Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other

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User ID : deepak.mittal  
Serial No : 131B433

provisions of the Contract.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

### 23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

### 24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. **Transportation** 25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

### 26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's

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Serial No : 131B433

country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract

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User ID : deepak.mittal  
Serial No : 131B433



pursuant to GCC Clause 35.

## 28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from

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User ID : deepak.mittal  
Serial No : 131B433

the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

- 30.1 Except in cases of gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

### **31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in

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User ID : deepak.mittal  
Serial No : 131B433



interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure** 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be

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Serial No : 131B433

agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### 34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

#### 35. Termination

##### 35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

##### 35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue

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User ID : deepak.mittal  
Serial No : 131B433

thereafter to the Purchaser.

### 35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### 36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### 37. Respectful Work Environment

37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.

37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

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Serial No : 131B433

### Section 8 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(j)</b>	The Purchaser's country is: India
<b>GCC 1.1(k)</b>	The Purchaser is: Energy Efficiency Services Limited, New Delhi (EESL) India, New Delhi
<b>GCC 1.1 (q)</b>	The Site is: The dispatch locations for all the lots are as indicated in the tender. The bidders may please note that the quantities / locations are tentative and could change.
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: Incoterms 2010
<b>GCC 5.1</b>	The language shall be: English Language for translation of supporting documents and printed literature is: English
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be: Mr. Prashant Kumar (CGM-SCM) 6th Floor, Core-5, Scope Complex, Lodhi Road, NewDelhi-110003 Ph011 45801260 E-mail address: <a href="mailto:eproc@eesl.co.in">eproc@eesl.co.in</a> , <a href="mailto:pkumar3@eesl.co.in">pkumar3@eesl.co.in</a>
<b>GCC 9.1</b>	The governing law shall be: The Laws of India
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be as follows: <b><u>For a contract with a Foreign Supplier:</u></b> In case of dispute between the Purchaser and a foreign supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Center. The arbitration procedure shall be administered by the Singapore International Arbitration Center. Place of arbitration: SINGAPORE  <b><u>For a contract with a Local Supplier</u></b> In case of a dispute between the Purchaser and the Local Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration laws of India viz Arbitration & Conciliation Act of India, 1996 Place of arbitration: New Delhi
<b>GCC 11.1</b>	The Scope of Supply shall be defined in: Section 6 Schedule of Supply. At the time of awarding the contract, the Purchaser shall specify any change in the scope of supply with respect to section 6 (schedule of supply) included in the bidding

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Serial No : 1318433

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.

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	document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.
<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p><b>Documents for equipment shipped from outside the Purchaser's country as per incoterms: CIP</b></p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of goods, quantity, date of shipment, port of shipment, etc. Supplier shall send the following documents to the Purchaser with a copy to the Insurance company:</p> <ul style="list-style-type: none"> <li>(i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price and separately FCA price for equipment, insurance, and transportation fees;</li> <li>(ii) Two (2) packages (including one (1) original and (1) copy) of bill of lading with note "freight is paid" and indicating paid;</li> <li>(iii) A Packing List</li> <li>(iv) Manufacturer's or Supplier's warranty certificate</li> <li>(v) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment;</li> <li>(vi) Three (3) packages (including one (1) original and two (2) copies) of the test reports issued by the factory and certified inspection agency or the Purchaser's representative, as appropriate;</li> <li>(vi) Three (3) packages (including one (1) original and two (2) copies) of the Certificate of Origin;</li> </ul> <p>The Supplier shall arrange pre-shipment inspection at its own expense. The above documents must be received by the Purchaser at least one (1) week before the arrival of goods at the port of entry or place of arrival and if not accomplished, the Supplier shall be liable for any associated costs.</p> <p><b>Documents for equipment shipped from the Purchaser's country as per Incoterm: EXW</b></p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number, description of goods, quantity, date of shipment, port of shipment, etc. Supplier shall also immediately send the following documents to the Purchaser with a copy to the Insurance company:</p> <ul style="list-style-type: none"> <li>(i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment, quantity, unit price, total price;</li> <li>(ii) Two (2) packages (including one (1) original and (1) copy) of railroad bill of lading with note "freight is paid";</li> <li>(iii) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment;</li> <li>(iv) Manufacturer's or Supplier's warranty certificate</li> </ul>



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 Serial No : 131B433

	<p>(v) Three (3) packages (including one (1) original and two (2) copies of the test reports issued by the factory and certified inspection agency or the Owner's representative, as appropriate;</p> <p>(vi) Three (3) packages (including one (1) original and two (2) copies of the Certificate of Origin;</p> <p>The Supplier shall arrange pre-shipment inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies of the pre- shipment inspection reports.</p> <p>The above documents must be received by the Purchaser before the arrival of goods and if not accomplished, the Supplier shall be liable for any associated costs.</p>
<b>GCC 15.2</b>	The price adjustment shall not be applicable.



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Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.

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**GCC  
16.1**

Payment of the Contract Price shall be made in the following manner:

**1. Payment Terms:**

- i) Either the successful bidder or their authorized dealer can bill directly to EESL for supply portion only. In the latter case the successful bidder shall submit the authorization letter for payment to dealer. Also, successful bidder shall sign an agreement with its dealer, where it is clearly mentioned that if dealership is cancelled during the contract period mentioned in LOA issued by EESL to successful bidder, EESL will make the payment of balance retained amount to successful bidder on the basis of invoices submitted by the dealer. Further the agreement document should also mention that cancellation of the dealership between dealer and successful bidder shall not affect the rights and obligations of successful bidder mentioned under LOA issued by EESL.
- ii) Successful bidder/dealer would collect 1% Tax Collection at Source (TCS) or as applicable on sale of EV's costing over 10 lacs and deposit the same with the government and provide TCS certificate to EESL.
- iii) The payments for different cost heads/components shall be released to the bidder(s) as tabulated below, within 30 days of acceptance of the bidder's Tax invoice at EESL office with all the requisite respective documents signed and stamped by EESL's EIC/authorized representative at designated delivery location. Each invoice shall have the Tax, etc. Registration document's photocopy annexed to it. Any deficiencies found in the submitted documents will be intimated to OEM for resubmission/correction.
- iv) E-car manufacturer needs to ensure delivery and acceptance of the Electric Cars in good condition as per purchase order before submitting the invoice. This includes supply of required vehicles and acceptance from the concerned officer.
- v) In case of delay in project attributable to the successful bidder(s), the entire cost and/or time over-run shall be the responsibility of the bidder(s) and shall be borne by them only.
- vi) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned above, if in the opinion of the EESL, any work done or supply made or service rendered by bidder(s) is deficient in any manner in comparison to the prescribed standards, EESL shall be at liberty to withhold a reasonable portion of the payments due to the bidder(s), till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the EESL under this contract.
- vii) The release of payments shall be performance/ output-based as per the given Payment Schedule, where the payments shall be made for measured deliverables and outputs on acceptance by EESL.
- viii) If any excess payment has been made by EESL due to difference in quoted price in proposal and Contractor's invoice, EESL may without prejudice to its rights recover such amounts by other means after notifying the bidder(s) or

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User ID : deepak.mittal  
Serial No : 131B433

Bid Document-Goods - Procurement of 500 Electric Cars with 3 years Standard warranty – Design, Manufacture, On-site Supply and Maintenance Support for Electric Cars Pan India Basis.

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	<p>deduct such excess payment from any payment subsequently falling due to the bidder(s).</p> <p>ix) For schedule 3 of price bid table, the currency in which payment shall be made to the bidder(s) under this contract is Indian Rupees (INR)</p> <p>At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside India, implementing partner shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate from concerned tax authorities for claiming lower tax deduction, if any.</p> <p>The payment schedule for this project is mentioned in the Table below.</p> <p><b>Payment Schedule.</b></p>		
	<p>Payment Milestone (1)</p>	<p>Payment Terms (2)</p>	<p>Conditions (3)</p>
	<p>Delivery of Vehicle</p>	<p>Payment of 100% + 100% GST + TCS (if applicable) of price bid Schedule 1, Schedule 2 or Schedule 3 whichever is applicable will be released for the quantity delivered as per the Confirmatory PO/Intent issued by EESL on receipt of delivery by EESL authorized representative. This payment would be considered as supply payment and would be made to the Successful bidder(s) or its agents/dealers.</p>	<p>Payment shall be released on delivery of vehicles within 30 days after receipt of original invoice at EESL with receipt acknowledged, signed and stamped by EESL authorized representative at designated project location.</p> <p>The successful bidders has to submit a letter of receipt duly signed by EIC authorized representative.</p>

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 Serial No: 131B433





The bidder(s) shall note the following:

1. The bidder(s) shall provide the following documents at the time of invoicing:
  - ii. Invoice in Original duly signed and stamped by OEM Delivery Challan mentioning chassis number, registration number, client's name, date of deployment duly signed and stamped by EESL, OEM & EESL's Client
  - iii. Debit Note mentioning the expense of registration borne by OEM duly signed and stamped by OEM.
  - iv. Registration Challan issued by Department of Transport.
  - v. Pre-dispatch Inspection report or ARAI Certificate
2. All documents to be duly certified by the EIC/representative, and/or by the End User/Customer Representative.
3. The payment shall be processed only after receipt of following: -
  - i. Acceptance of LOA and signing of Contract Agreement.
  - ii. Submission of Contract Performance Guarantee (CPG) as per clause 1 of SCC.

Interest shall not be paid on the bank guarantee submitted by bidder(s).

**Forex Gain/Losses:** Any foreign currency gain/losses shall be borne by bidder. Foreign bidder who has quoted the prices in USD prices in LoA shall also be expressed in INR using RBI reference rate prevailing on the day of deadline for bid submission. The payment shall be made in USD equal to corresponding INR amount using RBI reference rate prevailing on the day of payment. Bidder may take suitable action to hedge/cover the fluctuation risk.

<b>GCC 16.4</b>	<p>"For Goods to be procured from within or outside the Purchaser's country: -</p> <ol style="list-style-type: none"> <li>1. If there is increase or decrease in the taxes and duties subsequent to supplier's offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc., the Purchaser will reimburse the actual tax.</li> <li>2. In case the bidder fails to achieve completion as per contract delivery schedule of supply, the Purchaser will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc.</li> <li>3. Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc., in the event of late delivery after the contract delivery period".</li> </ol>
<b>GCC 16.6</b>	The payment shall be made in the currency or currencies stated in the bid of the successful bidder.



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<b>GCC 18.1</b>	<p><b><u>Performance Security:</u></b></p> <p>Within 28 (twenty-eight) days of the receipt of notification of award from EESL, you shall furnish the PERFORMANCE SECURITY in the form of Bank Guarantee in prescribed format for 10% of the total contract value. The PERFORMANCE SECURITY shall be denominated in INR /USD.</p> <p>The PERFORMANCE SECURITY must be valid to cover Delivery Period + Warrantee Period + 3 months claim period. Bank guarantee shall be from any Nationalized Banks/other scheduled private banks. <b>Failure of the bidder(s) to comply with the requirements of IFB/Tender/NIT/LOA shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.</b></p>
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<b>GCC 18.3</b>	The Performance Security shall be in the following form: A Bank guarantee issued by a reputable bank located in the Purchaser country or abroad acceptable to the Purchaser in the format included in section IX, Contract forms, or a cashier check or certified check or cash. In case the Institution issuing the security is located outside India it shall have a correspondent financial institution located in the territory of India to make it enforceable.
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place as per provisions under GCC Clause 18.4 Performance Security, upon completion of deliveries and successful repair & maintenance services of Nine Year and Three Months as specified in Section 6.
<b>GCC 23.2</b>	The packing, marking, and documentation within and outside the packages shall be as per standard norms under international practice and the details will be available during the period of delivery
<b>GCC 24.1</b>	The insurance coverage shall be in accordance with the provisions pursuant to GCC Clause 24.1. The Supplier must insure the Goods in an amount equal to 100% (one hundred percent) of the CIF, CIP, ExW price of the Goods from Warehouse to Warehouse basis including War Risks and Strikes.
<b>GCC 25.1</b>	Obligations for transportation of the Goods shall be in accordance with: Incoterms 2010.
<b>GCC 27.1</b>	As detailed in Section 6, The applicable rate for liquidated damages for delay shall be: 0.5 % (one half percent) of the contract value per week and part thereof. The maximum amount of liquidated damages shall be: 10% (Ten percent) of the Contract Value.
<b>GCC 28.3</b>	Validity of the Warranty shall be: Three (3) year from the date of supply to the consumers.
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within 15 days of being notified by the Purchaser of the occurrence of such defects.
<b>GCC 30.1 (b)</b>	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price.

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Serial No : 131B433

# Section 9: Contract Forms

## Table of Forms

Notice of Intention for Award of Contract.....9-4

Notification of Award.....9-3

Contract Agreement.....9-4

Performance Security .....9-5

Advance Payment Security .....9-6



Signature :-  
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
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# Notice of Intention for Award of Contract

[on letterhead paper of the Purchaser]

[date of notification]

To: [name of the Bidder]  
 Attention: [insert name of the Bidder's authorized representative]  
 Address: [insert address of the Bidder's authorized representative]  
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]  
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 42.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation are as follows:

### 1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

### 2. Reason/s Why Your Bid Was Unsuccessful

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

### 3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....



Signature :-  
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# Notification of Award

[on letterhead of the Purchaser]

## Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Notification of Award Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Accepted Contract Amount of the equivalent of [amount in words and figures and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement



Signature :-  
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## Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* Of *[insert complete address of the Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* Of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Letter of Acceptance;
  - (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) Special Conditions of Contract;
  - (d) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
  - (e) General Conditions of Contract;
  - (f) Schedule of Supply; and
  - (g) any other documents shall be added here.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month, and year indicated above.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)



Signature :-  
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# Performance Security

[Bank's name, and address of issuing branch or office]

**Beneficiary:** ..... [Name and address of the Purchaser] .....

**Date:** ..... [Insert date (as day, month, and year)] .....

**Performance Guarantee No.:** .....

We have been informed that [name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of goods and related services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]<sup>1</sup> [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>3</sup>

.....  
[Signature(s) and seal of bank (where appropriate)]

## -- Note to Bidder --

If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.

<sup>1</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the Purchaser.

<sup>2</sup> Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

<sup>3</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

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# Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the Purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [or ICC Publication No. 758 as applicable].

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

## **-- Note to Bidder --**

*If the institution issuing the advance payment security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.*



Signature :-  
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