

- undertake a Third Party Insurance. The CESL will not be responsible for any such loss or mishap.
- vii. All other insurance like In – transit insurance (Marine/ Cargo/ others as applicable), Contractor All Risk, Erection All Risk, workmen compensation, third party liability, insurance against theft and acts of GOD and others as required for the Construction and O&M of the Plant and to indemnify the CESL/DISCOM/ equipment/ material and resources shall be borne by the Contractor. Fire insurance is to be arranged by the Contractor up to the years of O&M of the Contract.
  - viii. CESL shall be named as co – insured under all insurance policies taken out by the contractor pursuant to Clause no. 17 ‘Arbitration’, except for the workmen compensation, third party liability and CESL liability insurances. Also, Contractors’ sub – contractor shall be named as co – insured under all insurances taken out by the contractor pursuant to clause no.17 ‘Arbitration except for Cargo insurance, workmen compensation insurance and CESL liability insurance. All insurers’ rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
  - ix. All the insurance cover taken for the construction and O&M period shall be seamless in nature.
  - x. The insurance are to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the CESL/DISCOM from all associated risks whatsoever.

## 16. TRANSPORTATION, DEMURRAGE, WHARFAGE, ETC.

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnifies CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. CESL has no role to play in this matter. Transportation, handling, storage and installation of modules shall be done by the bidder. The bidder shall arrange for transportation, loading & unloading, local sifting, EAR insurance and safe storage of materials at project site

17. Subsequent to an order being placed against your quotation, received in response to this ‘enquiry’, if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market / other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material will lie entirely at the supplier’s risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.
18. Successful bidder is to ensure interchangeability of its product supplied for replacement during warranty period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty period than the improved version of product can be used in warranty period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the

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prices of improved version of product is not lesser than the original product or its parts in comparison.

19. CESL reserve the right for quantity variation up to +/-20% irrespective of project capacity. Further CESL reserve the right to place a repeat order in case of urgency for part quantity in the Letter of Award for similar work on same prices, terms and conditions.
20. CESL have the rights to accept or reject any bid or part without assigning any reason.
21. The bidder should not have been black-listed by Central Government or Central Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

## 22. Compliance to CESL's EHSS Policy

The BIDDER shall necessarily comply with CESL's EHSS (Environmental, Occupational Health & Social) policy as applicable to this tender and any further modification(s)/addition(s) to EHSS policy. The existing policy may be referred at <https://CESLindia.org/CESL-policies.html>

## 23. Action by CESL if L1 backs out

After opening of price bid, if L1 bidder backs out, the bidder will be put on holiday list of CESL for a period of one year. During this tenure, the bidder will be barred from participation in CESL tendering process. However, bidder has to continue the unexecuted work of the other prevailing work if any under the current running contracts. Simultaneously, the EMD submitted by such bidder against the subject tender will be forfeited. If bidder is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to the contractor against other running contracts. If there is no running contract of the bidder/ no payment dues of the bidder, then CESL reserves the right to take any legal remedy as deemed fit to recover the penalty equivalent to EMD amount through legal means.

## 24. Restrictions on procurement from a Bidder of a country which shares a land border with India

Order No: F.No 6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance, mentions that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as specified in the order.

"Bidder from a country which shares a land border with India" for the purpose of the order means-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or join venture where any member of the consortium or join venture falls under any of the above

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The above-mentioned order shall be applicable to this tender. The bidder shall carefully go through the above-mentioned order and ensure its eligibility in accordance of the same. Bidder should refer to above mentioned order for clarification over definitions and clauses as applicable.

The bidder shall submit a Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per **Attachment-11** of Section-6, Forms & Procedure.

## 25. DECLARATION OF LOCAL CONTENT

As per order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of Department of Promotion of Industry and Internal Trade-

- Only 'Class-I Local Suppliers' and 'Class-II Local Suppliers' are eligible to bid in this tender.
- Margin of purchase preference applicable to 'Class I Local Supplier' is 20%.

### **NON-LOCAL SUPPLIERS ARE NOT ELIGIBLE TO BID IN THIS TENDER**

**Note:** Bidder shall carefully go through the above-mentioned order in order to understand the whole process and definition of various terms (e.g. Class-I Local supplier, Local content etc) pertaining to the said order which have also been used in this tender document. The defining percentage of Local Content shall be as mentioned in the above-mentioned order. By participating in this tender, the bidder shall comply with all the terms and conditions of the above-mentioned order.

Bidder shall submit a certificate stating the minimum percentage of local content as per the format given in **Attachment-12 of Section-6 of Tender Document**. The certificate shall be from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. It is mandatory to mention UDIN No in the certificate.

**NOTE:** False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial rules along with such other actions as may be permissible under law.

**26. Cost of tender Documents: As mentioned in Section-1.**

## 27. BID SECURITY DECLARATION

The bidder shall furnish, as part of its bid, a bid security declaration in a separate envelope. The bid security declaration shall be given on Rs.100 stamp paper duly notarized, as per the format given in Attachment-2 of Section-6. Scanned copy of the bid security declaration shall be submitted online while submitting the bid against serial no 2 as mentioned in Section-4 (Envelope-1 pre-qualifying documents). Hard copy of the bid security declaration shall also be submitted manually in tender box on and before Technical e-bid opening date and time.

The tender submission, tender closing and opening will be done electronically and online.

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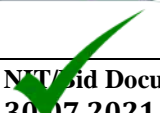
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CESL will not be responsible for any delay, loss or non-receipt of Tender Document Cost sent by post/courier. The instrument should reach in original to CESL office before the Bid Opening date. Bids not accompanied with the requisite tender document cost may not be opened.

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## 28. Period of Validity of Bid:

Bids shall remain valid for a period of 180 days after the closing date prescribed by the CESL for the receipt of bids. A bid valid for a shorter period may be rejected by the CESL as being non-responsive. In exceptional circumstances, the CESL may solicit the bidder's consent to an extension of the bid validity period. The request and response thereto shall be made in writing thro' letters/ e-mails. If the bidder accepts to prolong the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid

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**Technical specifications of 242 kWp Solar PV based Electric power plants for quoted model**

<b>General Data</b>		
S.No.	Details required for	Response
1.	Make of Solar PV Cell/Module	
2.	Type	
3.	Rated output	
4.	Current (Amps.)	
5.	Voltage (V)	
6.	Voltage Variation (%)	
7.	Frequency Variation (%)	
8.	Asymmetry variation (%)	
9.	Structure tilt angle	
10.	Regulation	
11.	Designed max. temp. (deg. C)	
12.	Designed life (years)	
13.	Frequency (Hz)	
14.	Weight of Solar PV module (kg/W)	
15.	Weight of solar PV structure (kg/W)	

**Signature of Bidder**

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**Detailed drawings to be enclosed by bidder**

The bidder should submit the following drawings for each -1) solar PV carport and 2) Solar rooftop system with the bid:

- A. Layout of Solar PV based power plant project (Module, Inverter, ACDB / ACCB / LTPDB, No Voltage Relay (NVR), LT injection point etc) along with Li-ion batteries and complete BMS
- B. SPV module structure Foundation (Detailed Drawing) for each case
- C. Single line schematic diagram of electrical system
- D. Layout of battery storage room with heating infrastructure

**Signature of Bidder**

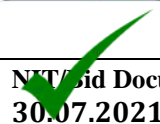
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**Bill of Quantity**

(Detailed BOQ as a part of best suited design to be provided by the bidder)

**Note:** The bidder can submit an additional sheet breaking bill of materials for each case.

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**ANNEXURE-I**  
**Price-Bid**

**THIS PRICE BID IS FOR REFERENCE PURPOSE ONLY. BIDDER SHOULD FILL THE PRICES ONLINE ONLY**

**NIT/Bid Document No.: CESL/06/2021-22/BESS/21220XXXXX dated XX.07.2021**

S.No	Description	Unit of Measure ment (UOM)	Qty	Base Price per Unit (in Rs.)	Total Cost exclusive of GST (In Rs.) on F.O.R Destination Basis)	Total Cost exclusive of GST (In Rs.) on F.O.R Destination Basis) (In Words)
		1.	2.	3.	4=3*2	5
A	<b>Battery Energy Storage System</b> Lithium Ion Battery Solution (minimum) of 762V/762kWh with in-built BMS	Set	1			
B	<b>B.1 : Solar System</b>	Set	1			
	<b>B.2 – Balance of System- Solar</b>	Set	1			
C	<b>Part – C1:</b> Carport including (EV Charging)	Set	1			
	<b>Part – C2:</b> Balance System- Carport	Set	1			
D	<b>Part - D:</b> Room including civil work and Heating arrangement for accommodating BESS , Solar Hybrid System and EV Charging Stations	Set	1			
	<b>Grand Total = A+B+C+D</b>					

**\*Please note that Base Price Unit is inclusive of all duties & cess and exclusive of GST (In Rs.)**

**Additional Warranty (Not the part of evaluation):-**

S.No	Description	Unit of Measure ment (UOM)	Qty	Base Price per Unit (in Rs.)	Total Cost exclusive of GST (In Rs.) on F.O.R Destination Basis)	Total Cost exclusive of GST (In Rs.) on F.O.R Destination Basis) (In Words)
		1.	2.	3.	4=3*2	5
A	<b>Operation and maintenance cost for 6-10 years</b>	Set	1			
	<b>Grand Total = A</b>					

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### **Other terms and conditions**

1. Bidder should submit the BOQ for each case in each Set.
2. The Bidder shall indicate in the Price Bid, the unit prices in ₹ (INR) and total Bid prices of the Goods & Services in the prescribed format only. Bidders shall quote for the complete requirement of Goods and Services specified under the Contract on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.
3. The bidder should compulsorily quote for all heads in the price-bid format for which separate analysis/ reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted.
4. If there is a discrepancy between words and figures, the amount written in words will prevail.
5. Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.
6. Successful bidder should mandatorily have registered himself under GST act in respective state, where the goods/services will be rendered.
7. The bidder shall submit PAN and Service Tax Registration Certificate in support of claim of service tax.
8. Please note that selection of the bidder will be done on the technically acceptable and L-1 (Lowest One) price basis. Bidder should quote for complete scope of work as defined above.
9. Prices will remain firm till the execution of the contract.
10. The bidder shall quote the price on FOR Destination basis

I/We have read all the terms and conditions of RfP/IFB/NIT and the annexures thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of RfP/IFB/NIT.

(SEAL)

Signature of Tenderer or

Their Authorized Representative: \_\_\_\_\_

Dated:

Name & Address of Tenderer:

Phone No: \_\_\_\_\_

Fax no.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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## **Annexure A**

### **Bill of Material**

Sr. No.	Component Description/Detail	Make	Make /Model No.	Quantity	Make Indian or Imported (If Imported Specify the Country name)	Percentage cost of component w.r.t. to total cost of charger

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## **ANNEXURE-B**

### **QUALIFYING REQUIREMENTS**

In addition to the satisfactory fulfillment of requirements stipulated under section ITB, the following shall also apply:

**Note:** Apart from the criteria given below, past performance of bidder with CESL, i.e., related to quality, supply, performance, commissioning etc. shall be taken into consideration by CESL during bid evaluation.

<b>Sr No. (A)</b>	<b>Criteria (B)</b>	<b>Documents to be submitted (C)</b>
1	Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956)  OR  A limited liability partnership (under the Limited Liability Partnership Act, 2002)  <i>(Consortium of two members are allowed in this tender including lead bidder)</i>	Copy of certificate of incorporation/ Memorandum of Association/Article of Association  OR  LLP registration certificate issued by registrar of Companies
2	The bidder should be in existence from at least last three (03) financial years	Photocopy of certificate of incorporation issued by Registrar of companies  OR  A LLP registration certificate issued by registrar of companies
3	Bidder should be a manufacturer of <b>battery or Electric Vehicle chargers or</b> Solar PV module Manufacturer or Solar Inverter Manufacturer for at least 3 years (as on the date of publication of the tender).	The Bidder should submit an Excise Registration Documents/ GST to support that they are Manufacturers of tendered item and valid factory license under Indian Factories Act, 1948 or any amendment thereof.  OR  MSME registration certificate (issued as Manufacturer) with supporting document for being a manufacturer of tendered item.
4	Bidder should have successfully supplied or installed or commissioned or maintaining the battery energy storage system(s) of cumulative installed capacity of 500 KW or higher within the last three (03) years in any Government Dept./ PSU/ ULB/ DISCOMS/ Private Limited Companies (as on the date of publication of the tender).	Copy of all the claimed Work/Purchase/Supply Orders/Contracts/LOAs  AND  Material Receipt Certificates/Work Completion Certificates/Payment



		<p>Receipts/Client's Letter regarding release of Security Deposit/CPG on successful completion of Order are required to be submitted.</p> <p>(In case of retail sale, sales order summary for retail sales authorized by CA to be submitted)</p>
5	<p>Bidders should have Average Annual Turnover (ATO) of Rs 1.26 Crore at least as following for immediately preceding last three FY 2018-19, FY2019-20 &amp; FY2020-21</p> <p>The bidder shall submit last 3 years' audited financial statements i.e. FY 2018-19, FY2019-20 &amp; FY2020-21. In case bidder is not able to provide the Audited Financial Statements for FY2020-21, the 3 consecutive years to be considered for evaluation will be FY 2017-18, FY 2018-19 &amp; FY2019-20</p> <p>Average Annual Turnover means revenue from operation</p> <p>Profitability means: Profit after tax</p> <p>In case of Consortium Lead Bidder &amp; consortium partner must meet the above criteria collectively.</p>	<p>Duly authorized copy of audited annual financials is to be submitted by respondent. In case of partnership, ITR along with management signed account to be submitted if audited is not required.</p>
6	<p>The bidder should be profitable in last financial year 2020-2021. For financial years 2018-19, 2019-20 the respondent should be profitable in at least any one of the years.</p> <p>If Audited financial statement of FY 2020-21 is not available, the bidder should be profitable in last financial year 2019-2020. For financial years 2018-19, 2017-18 the respondent should be profitable in at least any one of the years.</p> <p>The bidder shall submit last 3 years' audited financial statements i.e. FY 2018-19, FY2019-20 &amp; FY2020-21. In case bidder is not able to provide the Audited Financial Statements for FY2020-21, the 3 consecutive years to be considered for evaluation will be FY 2017-18, FY 2018-19 &amp; FY2019-20</p> <p>Profitability means: Profit after tax</p> <p>In case of Consortium Lead Bidder &amp; consortium partner must meet the above criteria individually.</p>	<p>Duly authorized copy of audited annual financials is to be submitted by respondent. In case of partnership, ITR along with management signed account to be submitted if audited is not required</p>



7	<p>The Net worth of bidder as on the last day of preceding financial year (2020-21) shall not be less than 100% of the paid-up share capital.</p> <p>The bidder shall submit last 3 years' audited financial statements i.e. FY 2018-19, FY2019-20 &amp; FY2020-21. In case bidder is not able to provide the Audited Financial Statements for FY2020-21, the 3 consecutive years to be considered for evaluation will be FY 2017-18, FY 2018-19 &amp; FY2019-20</p> <p>In case of Consortium Lead Bidder &amp; consortium partner must meet the above criteria individually.</p>	<p>Duly authorized copy of audited annual financials to be submitted.</p> <p>In case of partnership, closing capital of last financial year should not be less than opening capital. This will</p>
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**For Start-up firms as per Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E) and MSMEs relaxation will be given in this tender as per Clause No. 2.4 of Section 2 of this tender.**

**Note:**

All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief in column D.

**Consortium conditions**

Conditions for Consortium: In case Bidder wishes to participate in Consortium following conditions are additionally applicable: -

1. The term Bidder used hereinafter would therefore apply to both a single entity and a Consortium/ JV.
2. A consortium of maximum two (02) members is allowed in this RfP including one as lead bidder.
3. In case of Consortium/ JV, either one may act as a lead member.
4. Consortium members having experience in Solar, Electric Mobility Charging Infrastructure shall be given preference while bid evaluation.
5. In case of consortium all the members should mandatorily be from the business as defined in the QR point no 3.
6. Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender.
7. Member of any Consortium/Joint Venture Firm shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture Firm in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.
8. All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Consortium/Joint Venture Firm. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response.
9. A copy of Memorandum of Understanding (MOU) executed between the members of Consortium/JV shall be submitted along with the tender. The complete details of the members of the Consortium/ Joint Venture Firm, their share and responsibility in the Consortium/JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
10. Once the offer/ bid is submitted, the MOU shall not be modified / altered/ terminated during the period of execution including any extension thereafter by CESL or validity of any letter of award awarded to the said Consortium/Joint Venture Firm. In case, the tenderer fails to



observe/comply with this stipulation, the full Security Deposit/ Earnest Money Deposit (EMD)/Performance Bank Guarantee (PBG) shall be liable to be forfeited.

11. A duly notarized agreement of Consortium/Joint Venture Firm shall be executed between the 'Lead Member' and Consortium/JV Partner. This Agreement should be submitted in original with your offer/ bid.
12. Authorized Member of Consortium/Joint Venture Firm: 'Lead Member' shall be authorized on behalf of Consortium/Joint Venture Firm to deal with the tender/CESL, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Consortium/Joint Venture Firm.
13. Required processing fee shall be submitted by the 'Lead Member'. Submission of processing fee by the 'Lead Member' it should be deemed as processing fee submitted by the Consortium/Joint Venture Firm.
14. Duration of MOU and Consortium/JV Agreement shall be valid during the entire execute in period/ validity of letter of award and any extension thereafter /currency of the contract including the period of extension, if any
15. Any change in constitution of Consortium/Joint Venture Firm shall not be allowed.
16. On award of any contract to the Consortium/ Joint Venture Firm, a single Performa i.e Bank Guarantee shall be submitted by the lead bidder as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, and Bank Guarantee for Mobilization Advance etc. shall be accepted only in the name of 'Lead Member' and splitting of guarantees among the members of Consortium/JV shall not be permitted.
17. Members of the Consortium/Joint Venture Firm shall be jointly and severally liable to the CESL for execution of the project/ Work/ Assignment etc. The Consortium/JV members shall also be liable jointly and severally for the loss, damages caused to the CESL during the course of execution of any awarded contract or due to non-execution of the contract or part thereof. Governing Laws for Consortium/ Joint Venture Firm: The Consortium/JV Agreement in all respect be governed by and interpreted in accordance with Indian Laws.
18. In case a group of MSMEs registered with NSIC (under single point registration scheme) form a consortium under NSIC, the Consortium needs to provide an authorization letter from NSIC accepting the terms and conditions of tender (except for those terms and conditions in which NSIC consortia are given special status as per Government of India Policy for the Government Purchase Programme) and also provide details of Consortium members, their manufacturing capacities, the share-out of quantities with schedule of supplies as per CESL tender schedule. Further, NSIC consortium mandatorily submit their service tax, pan card and other relevant documents.
19. Further, MSMEs are also eligible to participate in tender directly provided they meet all QRs in their individual capacities and are not part of NSIC Consortium or any other Consortium.
20. In case of Consortium of NSIC, the lead members/ 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.
21. In case of participation as NSIC, it is clarified as consortium of maximum three member are allowed including NSIC as lead member.
22. NSIC consortium members *should be* from industries as mentioned in Qualifying Requirement (QR).
23. In one tender, only bid from one NSIC Consortium will be accepted.
24. All correspondence by CESL will be done with 'Lead member' only.

- "Holding Company "and "Subsidiary "shall have the meaning ascribed to them as per Companies Act, 1956 or , in vogue.





- In case bidder has been found to be defaulting on the delivery/installation period (in LoA issued) as per assessment (supply, installation etc.) will be liable to be rejected.
  - In case the Bidder does not meet the requirement of clause above on its own, it can quote on the basis of experience of its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company. In such a case the consolidated experience of Bidder and/or its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company shall be considered, as applicable.
  - Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
  - In case a bidder does not satisfy the ATO criteria, stipulated on its own, the holding company would be required to meet the stipulated turnover requirements at above, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the holding company, supported by Board Resolution, as per the format enclosed in the bid documents (attachment-9 section-6 Forms & Procedures, pledging unconditional and irrevocable financial support for the execution of the Contract by the bidder in case of award. However, Bidder & Holding company, both in this case still has to meet the profitability criteria as highlighted at clause 4 above.
  - Other income shall not be considered for arriving at annual turnover.
  - The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive.
    - All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief.
- NOTE:**
- 2) The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise tender will rejected.  
If bidder is not meeting any Qualification Requirement as defined above, it should clearly intimate the same in deviation form or on its letter head.
  - 3) All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief in column D.

## Format 1

### Information on Average Annual Turnover

*{To be printed on the Letterhead of the bidder including full postal address, telephone, faxes and e-mail address}*

### Annual Turnover Data for the Last 3 Years

**NIT/Bid Document No.: CESL/06/2021-22/BESS/212207023 dated 30.07.2021**

Signature :- DEEPAK MITTAL, ST=DELHI, OLD 2 5 4 17-110003, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : deepak.mittal  
Serial No : 1318433

**SECTION-4  
(Technical & SCC)**

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