

	in working condition	charging equipment must be online for at least 98% of the time. (Power failure related downtime is excluded)	equipment and/or CESL's CMS portal	penalty of Comprehensive on-site extended warranty and AMC and/or (on presumptive basis for every 1% of non-availability of charging station per month subject to a maximum cap of 5% of Comprehensive onsite extended warranty and AMC and/or (on presumptive basis of the bidding lots of the Price Bid) .
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Annual Maintenance Contract (EV Chargers):

Dedicated Manpower: The Successful Bidder shall ensure to add a dedicated technician locally stationed for complaint handling minor and major complaints for EV chargers. This is a mandatory requirement. Successful bidder is required to ensure sufficient manpower for trouble free operation and maintenance of the complete package i.e. solar PV, BESS and EV chargers.

The bidder needs to provide repair and maintenance services to CESL through the contract period as a part of Annual Maintenance Contract. The bidder to ensure supplied chargers installed at site with all spares, consumables, parts (electrical, electronics, etc.) complete in all respect with periodical Maintenance, for quarterly cleaning of all indoor & outdoor Electrical Equipment, periodical regular and preventive maintenance of all equipments and attending any break down calls as per the time defined in the SLA.

The scope of AMC has been defined as:

Sr. No.	Activity	Operator (AMC)
1	Record Keeping/Documentation & Reports	Yes
2	Spare parts inventory and maintenance	Yes
3	Day-to-day operation	Yes
4	Scheduled and Unscheduled maintenance of the Charger	Yes
5	Troubleshooting of charger equipment	Yes
6	Energy meter reading calibration verification	Yes

ROUTINE CHARGER MAINTENANCE SCHEDULE (PART OF PREVENTIVE MAINTENANCE) EV Chargers

Sr. No.	Inspection	Action Required	Frequency
1	Loose Cable Termination	Tighten the connection	3 months
2	Component cleaning	Cleaning Required of Charger	6 months
3	Performance Monitoring	Visit and mailer alert from CMS server	Daily and Weekly compilation

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4	Internal Meter Calibration Verification	Calibration Verification	3 months
5	Internal Battery Backup	Testing backup for 1 hour	6 months
6	Protection Circuit	Checks	3 months
7	Earth pits values and conditioning		6 months
8	Cables & Connectors		6 months
9	All other equipment		3 months
10	Canopy Lighting & Timer	Inspection/ Replacement of lamps & Wiring	3 months
11	Earthing	Inspection & Maintenance of Earth pits/ Electrodes/ Earthen Wires/ etc.	6 months
12	Cleaning & Desilting of Cable Trench/drains/duct bends		6 months
13	Civil Foundation, Canopy, Meter box	Inspection and correction of damages	6 months
14	White wash of foundation		6 months
15	Painting of EV parking area, canopy, bollards, meter box etc		Yearly
16	Labels & Branding	Inspection/replacement of stickers/branding (if faded or damaged)	6 months
17	Display colour & touch		6 months
18	Screw, nuts, wires	Properly tightening	3 months
19	Input Voltage Testing: R-N, Y-N, B-N	Check	3 months
20	Firmware	Update with latest version	3 months
21	Components	Replacement of faulty components including SPDs, displays, rectifiers etc	3 months

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5. Quality Control & Inspection by CESL (EV Chargers):

1	The bidder shall be wholly responsible for the quality and performance of the supplied charging equipment as per the tendered technical specifications.
2	CESL reserves the right to visit the manufacturing site or the supply chain for quality inspection at any time. CESL at its discretion may order the testing of random samples either at the implementation partner's premises or at any other third-party laboratory at cost of the successful bidder(s).
3	After testing, if the charging equipment are found not matching the specifications at given test parameters, its discretion may order for cancellation of complete order or cancellation of the complete lot of product. The complete loss shall be to the account of the bidder.
4	The items will be supplied in proper packing (as per relevant IS, if any) to avoid any damage during transit, storage and delivery. The bidder shall be responsible to transport and insure the Charging
5	<u>Inspection / Checking / Testing:</u>
5.1	<p><u>Pre-Dispatch Inspection:</u> All <u>materials/equipment including Canopies, bollards, meter boxes & other accessories as per SoW</u> manufactured by the bidder against the Letter of Award (LOA) shall be subject to inspection, check and/or test by the CESL or its authorized representative at all stages and place, before, during and after the manufacture.</p> <p>The bidder 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 CESL at least 48 hours in advance of pre-dispatch inspection date. Only those batches meeting compliance shall be dispatched by the supplier.</p> <p>As a part of PDI all the associated system including bollards, canopy, meter box, etc. will be inspected and bidder must mandatorily provide all the complete equipment's for inspection.</p> <p>If upon delivery, the material / equipment does not meet the specifications, the material / equipment shall be rejected and returned to the bidder for repairs / modification, etc. or for replacement. In such cases, all expenses including the to-and-fro freight, repacking charges, any other costs, etc. shall be to the account of the bidder.</p> <p><u>Damage during transportation/ transit, failure of equipment etc. at site is to be repaired without any cost to CESL.</u></p> <p><u>FAT is acceptable however, Damage during transportation/ transit, failure of equipment etc. at site is to be repaired without any cost to CESL.</u></p>
5.2	<p><u>Tests:</u> The bidder should comply with the following:</p> <ul style="list-style-type: none"> • The equipment shall comply with Electromagnetic Compatibility EMC Directive 89/336/EEC or later or any other legislation regarding electric supply installations open to public access and use and all Global EVC laws. • The equipment may carry the CE Mark in accordance with Direction 93/465/EEC • There shall be compliance with the provisions of all relevant Directives of the European Communities relating to work equipment, i.e. in regard to safety of personnel who operate and maintain the equipment.

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	<ul style="list-style-type: none"> • If a particular subject is not covered by one of the above standards, then a recognized national standard shall apply. • Documentary proof must include the type test certificates, interoperability testing certificate at the time of bid submission brochures, catalogues 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 out rightly rejected and no self-certifications will be accepted.
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Type testing

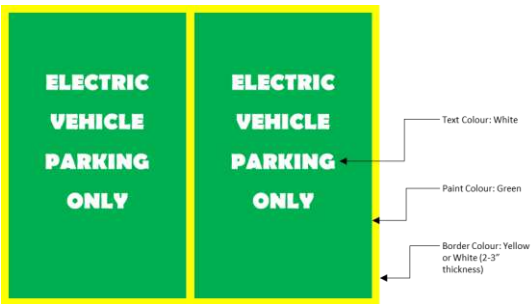

Sr. No	Criteria	Parameter	Compliance Standards
1	Safety functions Verification	Earth Presence Detection (Socket - EVSE)	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.1
		Earth Continuity Check (EVSE-EV)	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.2
		Over Current and Short-Circuit Protection	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.5
		Leakage Current (RCD)	As per IEC 61851 and As per AIS 138 Part-1: 6.4.1.6
		Dielectric withstand voltage	As per IEC 61851 and As per AIS 138 Part-1: 11.6.1
2	Mechanical Stability	Mechanical impact	As per IEC 61851 and As per AIS 138 Part-1: 11.11.2.2
		IP TESTING	As per IEC 61851 and As per AIS 138 Part-1: 11.11.2.4
3	Climatic environmental tests	Ambient air temperature	As per IEC 61851 and As per AIS 138 Part-1: 11.11.1.2
		Ambient humidity	As per IEC 61851 and As per AIS 138 Part-1: 11.11.1.4
4	EMC Verification	General Compliance	As per IEC 61000 and As per AIS 138 Part-1: 11.11.3.2
		Immunity to electrostatic Discharges	As per IEC 61000-4-2 and As per AIS 138 Part-1: 11.11.3.2
		Electrical Fast Transient/Burst Immunity Test	As per IEC 61000-4-4 and As per AIS 138 Part-1: 11.11.3.2
		Surge Immunity Test	As per IEC 61000-4-5 and As per AIS 138 Part-1: 11.11.3.2
		Limitation of voltage changes, voltage fluctuations and flicker in public low voltage supply system. Limitation for harmonic currents produced by equipment connected to public low voltage charging systems	As per IEC 61000

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The bidder(s) must compulsorily submit type test reports, interoperability testing certificate and certificates conforming to all the technical specifications of CESL for EV chargers from the recognized certification agencies such as ARAI, ICAT or equivalent international certification agencies, at the time of bidding. In the case of non-availability of the ARAI/ICAT, type test reports and conformance certification at the time of bid, the bidder may submit international third party approved lab test reports and conformance certification for the offered chargers, basis which letter of intent (LoI) shall be issued. The successful bidder(s) **MUST** submit the ARAI/ICAT type test reports and certifications conforming to the specification before **issuance of Letter of Award**.

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. If there is an anomaly in the submitted versus actual report, the bidder shall be outrightly rejected.

- Hood canopy structure on the top of the EV Charger with LED panel lights for illumination during evening hours. An auto day-light sensor enabled or remotely through ON/OFF using GPRS. Hood canopy structure should be having three side walls (right, left and rear) of 8mm acrylic sheet, a small acrylic sheet on the top front side of hood structure. **Hood structure should be supplied with pre-branding as approved by CESL.** The hood canopy structure should be painted & rust free. Proper wiring conduits or channels should be used to avoid the theft of electricity. **LED panel lights should be 12V/24V DC operated & will be powered from the EV charger.**
- The hood canopy design shall be approved by CESL and may vary as per charger type & site requirement.
- Bollards around each EV station to protect chargers from vehicle impacts, concrete/MS painted bollards as per site requirement should be used of appropriate thickness (atleast 5 inches) . Minimum four bollards should be used at the front/side/rear of charger.
- **Meter box with MCCB/MCB with necessary CTs, meter stand/wall & foundation works for meter box.**
- Vehicle parking space marking is in the scope of bidder. **Each charger shall have space for parking for minimum two (2) vehicles.** The bidder should paint the entire space of parking either with epoxy paint or rubber paint having life of minimum 10 years. In case of soft soil and floor paint is not possible, only then the bidder should supply hording panel for marking the EV space. The bidder should visit the sites during survey to ascertain the requirement of paint/hording board. The designs for vehicle space marking/hording design shall be approved by CESL. The designs are shown below for reference.

<p>Floor Paint Design</p>  <p>Text Colour: White Paint Colour: Green Border Colour: Yellow or White (2-3" thickness)</p> <p>Single Bay Size: 3(W) x 4(L) m Overall Size: 6(W) x (4L) m</p>	<p>EV Space Marking Hording (only in case of soft soil or floor paint is not possible)</p>  <p>Border Colour: Yellow or White Minimum Size: 250mm (W) x 400 mm (H) Text Colour: White Paint Colour: Green Minimum Height of board from ground to the bottom edge of board: 900-1000mm</p> <p>Minimum two (2) boards per charger or as specified by EIC.</p>
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- - All charger power connections from BESS/inverter to EV chargers, including supply of cable (as per site requirements), cable laying/routing etc., must be within the scope of the bidder for successful charger energization.
 - The scope of the bidder shall be deemed to include all such items which although are not specifically mentioned in the bid documents and/or in contractor's proposal but are needed to make the system complete in all respects for its safe, reliable, and trouble free operation and the same shall be furnished and erected
 - Earthing must be per CEA guidelines/regulations (latest Amendments) and as per Indian Electricity Rule 1956 Section 61 and as per IS 3043 (1987) (Latest amendments), National Electricity Code – 1985 of BIS
as per site requirement & nature The bidder is bound to follow all regulations issued by state/central government. After every 6 months, the earth resistance and neutral to earth voltage shall be recorded by the bidder with its own instruments and shall submit the report to CESL. The bidder has to fulfill all requirements in this regard without any additional cost.
 - A record of every earth test made and the result thereof shall be kept by the supplier for a period of not less than two years after the day of testing and shall be available to the Inspector or any officer appointed to assist the Inspector and authorised under sub-rule (2) of rule 4A when required Indian Electricity Rule. A report shall be submitted to CESL after every six months or whenever required by CESL.
- Electrical connection (including cable, lugs and other accessories with necessary civil work) from charger to designated meter cum distribution box (including single/multiple earthings/earth pit construction as per above mentioned guidelines, rules and regulations), are in the scope of the bidder.
 - The charging equipment must come with a comprehensive extended on-site warranty and AMC package of at least 3 years (extendable up to 10 years) from the date of installation and commissioning of the charging equipment and design life of 10 years. The AMC package should cover all component faults, component failures, replacement of SPDs, faulty/damaged components of charger, PSS, canopy hood, meter box and all parts supplied by the bidder at no additional cost

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6. Documentation along with supply:

The bidder(s) shall provide the following documents (both hard copy and soft copy) to CESL/System Integrator/Utility for reference:

1	Manual / Guide: User Manuals, FAQ, OEM Functional Manuals and Installation Guides, Business Process Guides and Troubleshooting Guides
2	Firmware
3	Certificates: Equipment Warranty, Insurance, tests

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

The successful bidder shall be required to provide 2 copies of the following information, drawings and documents, within two weeks of the placement of order:

- A. Complete technical specifications of the SPV Module including Power Conditioning Unit, Module Mounting Structures, Cables and hardware's, Junction box and Distribution boxes, Earthing kit (if required), Battery Energy system, and complete management, accessories etc.
- B. The specification of anti-corrosion treatment and load bearing certifications for module mounting structure and PV module
- C. The description of erection mode.
- D. Necessary engineering drawings like layout of machineries and equipment's
- E. Detailed control loop diagrams, interlock schemes etc.
- F. Detailed drawings showing control circuit interconnection drawings and other service requirements.
- G. Detailed erection drawings and manuals.
- H. Operation/ maintenance/ trouble shooting manual including detailed drawing for local control system.
- I. Detailed planning network diagram.
- J. The bidder is requested to append to the offer a bar chart and PERT diagram showing the broad time schedule of supply, erection and commissioning.
- K. Schematic diagram of entire electrical system for Battery charging and discharging interconnection.
- L. Equipment drawings and instruction manuals of original equipment manufacturer.
- M. Test reports (Type & Routine both) of all major equipment's, material and components
- N. Check list/ protocols for manufacture, assembly, erection, testing and commissioning
- O. Test certificate of reinforced steel and steel used for module mounting structure.

The successful bidders are supposed to submit the following documents post award of the work:

Sr. No.	Document Type	Remarks
1	Bill of Materials	As per Annexure A
2	Detailed Wiring Diagram	
3	Single Line Diagram	
4	Operational Flow Chart	
5	Site Earthing Diagram	
6	Technical Particulars of each type of chemical earth electrode along with Type test certificates	
7	Manufacturer test report for chemical earth electrodes along with Installation Manual; GA/GTP of each type chemical earthing electrodes offered	
8	Charger Dimensional Drawings	
9	Calibration Certificates	

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10	Type Test, FAT, SAT Format Plan	To be approved by CESL
11	Trouble Shooting Procedure Guide	
12	Test Reports by Third Party /External Certification Lab	

7. Risk Mitigation:

The bidder is expected to work with project managers from communication/ system integrator/ utilities in the participating states for immediately resolving the following risks (non-exhaustive indicative list):

1	Poor equipment performance
2	Unavailability of internal and external resources
3	Rectification of equipment faults as per agreed SLAs

8. ELIGIBILITY CRITERIA

The applicants should fulfil the following eligibility criteria:

Sr No. (A)	Criteria (B)	Documents to be submitted (C)
1	<p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956)</p> <p style="text-align: center;">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2002)</p> <p><i>(Consortium of two members are allowed in this tender including lead bidder)</i></p>	<p>Copy of certificate of incorporation/ Memorandum of Association/Article of Association</p> <p style="text-align: center;">OR</p> <p>LLP registration certificate issued by registrar of Companies</p>
2	<p>The bidder should be in existence from at least last three (03) financial years</p>	<p>Photocopy of certificate of incorporation issued by Registrar of companies</p> <p style="text-align: center;">OR</p> <p>A LLP registration certificate issued by registrar of companies</p>
3	<p>Bidder should be a manufacturer of battery or Electric Vehicle chargers or Solar PV module manufacturer or EPC developer in similar type of work* for at least 3 years (as on the date of publication of the tender).</p> <p><i>*Similar work means EPC developer for battery based solar power plants</i></p> <p><i>or</i></p> <p><i>EPC developer for solar power plants</i></p> <p><i>or</i></p>	<p>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.</p> <p style="text-align: center;">OR</p> <p>MSME registration certificate (issued as Manufacturer) with supporting document for being a manufacturer of tendered item.</p> <p style="text-align: center;">OR</p>

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	<i>Supply, Installation and maintenance of EV charging stations.</i>	For EPC developers bidder needs to submit documentary evidences which shows bidder have successfully completed the work like Copy of all the claimed Work/Purchase/Supply Orders/Contracts/LOAs along with Material Receipt Certificates/Work Completion Certificates/ Payment Receipts/Client's Letter regarding release of Security Deposit/CPG on successful completion of Order are required to be submitted.
4	<p>Bidders should have Average Annual Turnover (ATO) of Rs. 90 Lakhs at least as following for immediately preceding last three FY 2018-19, FY 2019-20 & FY 2020-21</p> <p>The bidder shall submit last 3 years' audited financial statements i.e. FY 2018-19, FY2019-20 & 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 & FY2019-20</p> <p>Turnover means revenue from operations.</p> <p>In case of Consortium Lead Bidder & consortium partner must meet the above criteria collectively.</p>	<p>Duly authorized copy of audited annual report for preceding last three financial year is to be submitted by bidder.</p> <p>In case of partnership, ITR along with management signed accounts to be submitted, if audit is not required.</p>
5	<p>The Bidder(s) (including its partners, directors, etc.) should not be under a declaration of ineligibility / banned / blacklisted for any statutory and/or performance reasons, as on last date of submission of the Bid.</p>	<p>Self-certification by authorized signatory of the company(ies) at the time of bid submission.</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 & 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 & FY2019-20</p>	<p>Duly authorized copy of audited annual report for preceding last three financial year is to be submitted by bidder.</p> <p>In case of partnership, ITR along with management signed accounts to be submitted, if audit is not required.</p>

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	<p>Profitability means: Profit after tax</p> <p>In case of Consortium, Lead Bidder & consortium partner must meet the above criteria individually.</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 & 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 & FY2019-20</p> <p>In case of Consortium, Lead Bidder & consortium partner must meet the above criteria individually</p>	<p>Duly authorized copy of audited annual report for preceding last three financial year is to be submitted by bidder.</p> <p>In case of proprietorship/partnership, closing capital of last financial year should not be less than opening capital. This will be implemented as negative net worth and vice versa.</p>

The bidder has to submit the documents with necessary details pertaining to the same

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.

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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.

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 MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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- 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.

NOTE:

- 1) The supporting documents in support of above Eligibility Criteria & Evaluation parameter should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive.
If bidder is not meeting any Eligibility Criteria as defined above, it should clearly intimate the same in deviation form or on its letter head.
- 2) All the required documents must be properly annexed and submitted as mentioned.

IMPORTANT NOTE:

The benefits to MSEs as mentioned in Section 2, shall be available only for Goods/Services produced & provided by MSEs.

Bidder shall carefully go through the revised criteria for classification of MSEs as per Gazette ID Number CG-DL-E-01062020-219680 dated: 01-06-2020 and notifications/orders issued by Ministry of MSME from time to time.

As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy."

MSEs seeking exemption and benefits should enclose an attested/self-certified copy of registration certificate as a part of their bid in Envelope-I, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Bidder may refer to Notes Point (c) and (g) at Page 16 of Section-2 and shall carefully go through all the guidelines mentioned in Section-2 and ensure fulfilment of all the requirements for seeking exemptions and benefits applicable to MSEs.

In case of submission of Udyog Aadhar Memorandum/Udyam Registration to claim benefits applicable to MSEs, NIC (National Industrial Classification) code mentioned below shall be acceptable as a proof of the fact that the bidder is registered as MSE for the tendered item.

Sr. No	NIC Code	Description
1	27201	Manufacture of primary cells and primary batteries and rechargeable batteries, cells containing manganese oxide, mercuric oxide silver oxide or other material
2	35105	Electric power generation using solar energy

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Note: If NIC codes as mentioned above are not found in the submitted Udyog Aadhar Memorandum /Udyam Registration, then in such a case the benefits applicable to MSEs shall NOT be given to the bidder

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

Year	Net Worth (in INR)	Amount (in INR)
2020-21		
2019-20		
2018-19		
Annual Average		

{This format should be certified by the practicing CA's of the Bidder}

Format 2

Information on Profitability

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

Profit before Tax Data for the last 3 years


Year	Amount (in INR)
2020-21	
2019-20	
2018-19	

{This format should be certified by the practicing CA of the Bidder}

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PART-D: SPECIAL CONDITIONS OF CONTRACT

Signature :-
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1. TERMS OF PAYMENT

Payment towards “Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and O&M of 242 kW (minimum) Solar PV based Electric Carport and rooftop Power Plant with 762 kWh (minimum) Lithium based Battery Energy Storage System having 05 years Plant O&M at Leh, UT of Ladakh, India”. shall be made in the following manner:

The terms of payment shall be as given below:

1.1. All the payments shall be subject to fulfillment of the following prerequisites:

- 1.1.1. Submission of Contract Performance Guarantee (CPG) as per CPG clause.
- 1.1.2. Acceptance of LOA and signing of Contract Agreement.

S. No	Activity	Payment Terms (% payment)	Criteria	Documentation
1	Supply	50 % of (Part A +Part B + Part C + Part D) as per price bid table	Within 30 days of receipt of invoice and necessary documentation, duly verified by EIC-CESL authorized representative designated site(s).	<ol style="list-style-type: none"> 1. Submission of original supply Invoices/Bills duly verified/certified by CESL representative along with proof of delivery. 2. PDI report/MDCC 3. LR Copies/ Insurance Copy
2	Installation, Commissioning & System Stability Testing	30 % of (Part A +Part B + Part C + Part D) as per price bid table	Within 30 days of receipt of invoice and necessary documentation, duly verified by EIC-CESL authorized representative designated site (s).	<ol style="list-style-type: none"> 1. Installation Report from Field Engineer 2. Photograph Evidences 3. Inverter Level Supply (DC)
3	O & M	4 % of (Part A +Part B + Part C + Part D) as per price bid table every year	Within 30 days of receipt of invoice and necessary documentation, duly verified by EIC-CESL authorized representative at designated site(s).	Demonstration of successful car charging of 4 Hyundai Kona Cars simultaneously' duly certified by EIC.

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Notes:

- a) **Price will remain firm till the execution of the contract.**
- b) The payment will be made to the bidder within 30 days after submission of Invoices complete in all respect i.e. with all the required documents and compliance of relevant terms and conditions of the LoA duly accepted and certified by EIC.
- c) If invoice is incomplete in any respect or if there is any non-compliance with relevant terms and conditions of LoA, 30 days shall be counted from the date of submission of all necessary documents provided that relevant terms & conditions of LoA have been completed.
- d) Bidder may submit all the invoices once in a month.
- e) 10% advance may be released to the eligible bidder subject to submission of advance bank guarantee of 110% of advance value.
- f) This advance bank guarantee will be released after completion of project.

2. Rejection of Materials

The CESL decision in regard to the quality of the material and workmanship will be final. The Contractor at its own cost and risk without any compensation shall immediately remove any material rejected by the CESL from the Site of work.

3. Labour Engagement

The Contractor shall be responsible to provide all wages and allied benefits to its labours engaged for execution of the project work and also to carry out Operation & Maintenance service. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof. The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.

4. Training of Personnel

On successful commissioning of the Plant, the Bidder shall provide training on Plant operations and maintenance to a team (Engineers and Technician/ Operators) as nominated by CESL, within first three months of Operation of Plant.

5. Taxes & Duties: -

Bidder shall quote for prices exclusive of GST. 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., CESL will reimburse the actual tax. The bidder should ensure all the GST compliances are fulfilled for the GST collected from CESL and same should be reflected on GST portal (GSTR-2A) in credit of CESL. Any other charges/cost/TA/DA is also included in the above contract price

In case bidder fails to achieve completion as per contract delivery schedule of supply or service, CESL 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. Whereas taxes at actual rate shall be paid in case of

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