

# India SME Technology Services Ltd

(A Joint Initiative of SIDBI, SBI, OBC, IOB and Indian Bank)

Invites Request for Selection (RFS) of Bidders

For

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND O&M OF  
SPLIT AC's, CHILLER & OTHER EQUIPMENT ON ESCO MODE  
(GUARANTEED SAVINGS BASIS) AT IDENTIFIED SIDBI OFFICES  
LOCATED IN VARIOUS STATES OF INDIA**

**ON BEHALF OF**

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)**

RFS No. ISTSL/EEC-SIDBI/2016-17/04

Date – 15/10/2016



इंडिया एसएमई टेक्नोलॉजी सर्विसेस लिमिटेड  
INDIA SME TECHNOLOGY SERVICES LIMITED

(A Joint Initiative of SIDBI, SBI, OBC, IOB and Indian Bank)

E-1, First Floor, Baluja House Jhandewalan Extension New Delhi –  
110055

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**DISCLAIMER:**

1. Though adequate care has been taken while preparing the RFS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of notification of RFS/Issue of the RFS documents, it shall be considered that the RFS document is complete in all respects and has been received by the Bidder.
2. India SME Technology Services Ltd (ISTSL) reserves the right to modify, amend or supplement this RFS document including all formats and Annexure.
3. While this RFS has been prepared in good faith, neither ISTSL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFS, even if any loss or damage is caused by any act or omission on their part.

## NOTICE INVITING TENDER (NIT)

**RFS No.: ISTSL/EEC-SIDBI/2016-17/04**

**Dated: 15/10/2016**

Sl. No.	Description	Schedule (Cumulative)
I	Date of issue of tender documents	15/10/2016
ii	Cost of the Tender Document	NIL
iii	Tender processing fee	Rs 11,500/- (inclusive of Service Tax)
iv	Pre-bid Meeting / Clarification meeting Date & Time	26/10/2016 @ 12.30 PM
V	Pre-bid Meeting / Clarification meeting Venue	India SME Technology Services Ltd E-1, First Floor, Baluja House Jhandewalan Extension New Delhi – 110055
Vi	Closing date & time for receipt of Tender	15/11/2016 @ 4.00 PM IST
Vii	Time and date of opening of Techno – Commercial tenders	15/11/2016 @ 4.30 PM IST
Viii	Venue of Opening of Techno Commercial Tender	India SME Technology Services Ltd E-1, First Floor, Baluja House Jhandewalan Extension New Delhi – 110055
Ix	Earnest Money Deposit (Rs.)	Rs 1,00,000/- in favour of India SME Technology Services Ltd. Payable at New Delhi
X	Contact Person Details	CEO, India SME Technology Services Ltd E-1, First Floor, Baluja House Jhandewalan Extension New Delhi – 110055 Tel : 011 - 43526652, 23631804 Email: <a href="mailto:ISTSL@techsmall.com">ISTSL@techsmall.com</a>

1. Tender document can be downloaded from the websites of ISTSL/SIDBI and CPPP as per the links: <http://www.techsmall.com/tenders.php>, <http://www.sidbi.com/?q=tenders> and <http://eprocure.gov.in/cppp/>. Amendments (If any) will be posted on ISTSL / SIDBI portals.
2. Bidders should pay a non-refundable fee of Rs 11,500/- (Inclusive of Service Tax) towards bid processing fees in the form of account payee Demand Draft drawn on a scheduled bank in India, in favour of “India SME Technology Services Limited” payable at New Delhi. Non submission of tender processing fee will summarily reject the bids.
3. All prospective Bidders may attend the Pre-bid Meeting / Clarification meeting for clarifications to their queries. The venue, date and time indicated in the above table.

4. Bidders shall ensure that their bids, complete in all respects, are dropped in the Tender Box located at **India SME Technology Services Ltd (ISTSL), E-1, First Floor, Baluja House Jhandewalan Extension New Delhi – 110055** / by hand / courier on or before the closing date and time indicated in the above table, failing which the bids will be treated as late and rejected.
5. In the event of any of the above mentioned dates being declared as a holiday / closed day for ISTSL, the bids will be sold / received / opened on the next working day at the appointed time.
6. **The Tender Documents are not transferable.**

Sd/-

**The Chief Executive Officer**

M/s India SME Technology Services Ltd  
(ISTSL)

E-1, First Floor, Baluja House  
Jhandewalan Extension  
New Delhi – 110055

## SECTION - I

### 1. Introduction:

This RFS is for dismantling and replacement of old / existing inefficient air conditioners with air conditioners, chiller & other equipment including its supply, installation, testing, commissioning, and O&M for a period of 3 years after successful installation of the equipment at identified SIDBI office buildings on ESCO mode (guaranteed savings basis).

### 2. Background Information:

M/s India SME Technology Services Limited (hereinafter referred to as "ISTSL") is a public limited company incorporated under the Companies Act 1956 on 17<sup>th</sup> November 2005. It is a Joint Initiative of Small Industries Development Bank of India (SIDBI) and four public sector banks including State Bank of India (SBI), Indian Bank, Oriental Bank of Commerce (OBC) and Indian Overseas Bank (IOB).

ISTSL is working closely with industrial units in the Micro, Small and Medium Enterprises (MSME) sector in the fields of Energy Efficiency, Renewable Energy and Finance Syndication including Techno-economic Evaluation.

Small Industries Development Bank of India (hereinafter referred to as "SIDBI") is the apex Development Financial Institution for the MSME sector. The offices of SIDBI are located in major cities and industrial towns in India. SIDBI has retained the services of ISTSL for implementing EE measures in some of its offices.

### 3. Project Objective:

In order to establish a baseline, energy audits have been conducted in the selected SIDBI offices. The energy audit focused on studying the configuration of the existing systems, its operations and the energy consumption whilst identifying the energy efficiency measures which, inter-alia, require replacement of old conventional air conditioners / equipment by energy efficient systems on ESCO mode (guaranteed savings basis) as mentioned in **ANNEXURE - I**.

## **SECTION – II**

### **GENERAL INSTRUCTIONS TO BIDDERS**

**1. Scope of Work:**

Scope of work consists of dismantling, replacement of old /existing air conditioners (AC's) with energy efficient air conditioners, chillers & other equipment like load controller for split / package AC's & occupancy sensors as detailed in **ANNEXURE – I** including its supply, installation, testing, commissioning, Operation and maintenance (O&M) for a period of 3 years on ESCO mode (guaranteed savings basis) at selected SIDBI offices located at various parts of India.

**2. Eligibility Criteria for the bidder:**

The firm should be empanelled with BEE as an ESCO and should have been in existence for 5 years. The firm should be an Indian firm having independent legal existence, registered under the under the Companies Act, 1956 and engaged in the business of supply, installation, testing, commissioning and O&M of air conditioners and chillers. Joint venture (JV) & Sub-contracting is allowed to bid.

Bidder must meet the eligibility criteria independently as a bidding company or as a JV / sub-contracting with one of the members. Bidder will be declared as a qualified bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the tender.

In case of a JV / sub contracting the Financial Eligibility criteria like Annual turnover shall be fulfilled by the Lead bidder while the Technical Eligibility Criteria shall be fulfilled by JV / sub-contracting members.

**3. Qualification of the bidder:**

The bidder shall provide qualification information which shall include:-

- (a) Should have satisfactorily completed AC's replacement / energy efficiency projects on ESCO mode (irrespective of the no. of the projects) for a value not less than Rs. 30 lakhs in the last three years;
- (b) Should have achieved annual financial turnover of not less than Rs 50 lakhs in any of the last three years;
- (c) Should provide copy of the earlier work orders & completion certificates;
- (d) Should have experienced & qualified staff having valid electrical license for executing building electrification works;

**4. Bid Price:**

- a) The bid shall be for the whole works as described in scope of work and technical specifications.

- b) All duties, taxes and other levies payable by the ESCO under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The Bidder shall fill in rates and prices and line item total for all equipment of the Works described in the price bid along with total bid price (both in figures and words). Equipment for which no rate or price is entered by the Bidder shall be deemed covered by the other rates and prices schedule of requirement.
- e) The rates quoted should be net and no discount, free services/offers quoted will be considered.

**f) Earnest Money Deposit:**

The EMD of Rs. 1,00,000/- through a demand draft on any scheduled bank in Delhi drawn in favour of ISTSL, Delhi must accompany with the technical bid. Bids received without earnest money will not be considered. The earnest money deposited by successful tender shall be returned within 30 days after successful completion of commissioning activities without interest. Earnest money received from other unsuccessful tenders will be returned without interest.

**5. Tender Validity:**

The tenders shall remain valid for acceptance for a period of 120 days (One hundred Twenty days) after the date of tender opening prescribed in the tender document. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**

**6. Signing and Sealing of Tender**

- a) A Bidder shall submit two copies of "Technical Bid" marking them as "Original" and "Duplicate".
- b) The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract. **The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.**
- c) All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- d) The Bidder is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate", and so on and writing the address of the ISTSL and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before \_\_\_\_\_ (The Bidder is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be



put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the ISTSL will not assume any responsibility for its misplacement, premature opening, late opening etc.

- e) Tender document seeks quotation following **two Tender System**, in two parts. First part will be known as **'Techno - Commercial Tender'**, and the second part **'Price Tender'**. Bidder shall seal **'Techno - Commercial Tender'** and **'Price Tender'** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras (a) to (e) followed. The bigger cover shall indicate the name and address of the bidder. To enable the tender to be returned unopened in case it is declared "late". The bigger cover of the tender should be clearly marked as "Supply, Installation, Testing, Commissioning, O&M of split ACs, chiller & other equipment at various offices of SIDBI on ESCO mode (Guarantee Saving Basis)"

## 7. **Submission of Tenders**

Each bidder shall submit only one bid. Bidder should not contact other competitive bidding in mater relating to this bid. The Bidders must ensure that they deposit their tenders not later than the closing time and date specified in Notice Inviting Tender (NIT). It is the responsibility of the Bidder to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box on or before the submission date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the ISTSL, the tenders will be received up to the appointed time on the next working day.

ISTSL shall not be responsible for any postal delay or non-receipt / non-delivery of the tender documents. No further correspondence on the subject will be entertained. Alternative bids are not allowed.

Bids submitted by telex/telegram/fax/email shall not be considered and will be summarily rejected.

## 8. **Late Tender**

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored. No request to consider such Bidders will be entertained.

## 9. **Alteration and Withdrawal of Tender**

9.1. The Bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

9.2. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender

during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its tender.

## 10. Opening of Tenders

- 10.1. The ISTSL will open the tenders at the specified date and time and at the specified place as indicated in the NIT.
- 10.2. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the ISTSL, the tenders will be opened at the appointed time and place on the next working day.
- 10.3. Authorized representatives of the Bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding Bidders.
- 10.4. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses.
- 10.5. **Two - Tender system** as mentioned above will be as follows. The **Techno - Commercial Tenders** will be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee / authority with reference to parameters prescribed in the tender document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the equipment, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender.

## 11. Evaluation of Tenders

### a. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the Bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### b. Preliminary Scrutiny of Tenders

- i. The ISTSL will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- ii. Prior to the detailed evaluation of Price Tenders, ISTSL will determine the substantial responsiveness of each Tender to the tender Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the tender Documents without material deviations. Deviations from, or objections or reservations to critical

provisions such as those concerning, Warranty, EMD, Taxes & Duties, Force Majeure and Applicable law will be deemed to be a material deviation. The ISTSL determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- iii. If a Tender is not substantially responsive, it will be rejected by the ISTSL and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.
- iv. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- v. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
  - a. Bid form as per Annexure III (signed and stamped) not enclosed
  - b. Tender is unsigned.
  - c. Tender validity is shorter than the required period.
  - d. Required EMD (Amount, validity etc.)/ Tender Processing Fee.
  - e. Equipment offered are not meeting the tender enquiry specification.
  - f. Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law, etc.
  - g. Poor/ unsatisfactory past performance.
  - h. Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - i. Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

## **12. Minor Informality/Irregularity/Non-Conformity**

If during the preliminary examination, the ISTSL find any minor informality and/or irregularity and/or non-conformity in a tender, the ISTSL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders. Wherever necessary, the ISTSL will convey its observation on such 'minor' issues to the Bidder by registered/speed post etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **13. Discrepancies in Prices**

- a) If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the ISTSL feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'a' and 'b' above.
- d) If, as per the judgement of the ISTSL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Bidder by registered / speed post. If the Bidder does not agree to the observation of the ISTSL, the tender is liable to be ignored.

**14. Discrepancy between original and copies of Tender**

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the ISTSL will convey its observation suitably to the Bidder by register / speed post and, if the Bidder does not accept the ISTSL's observation, that tender will be liable to be ignored.

**15. Tender currencies in Indian Rupees**

The Bidders to quote their prices in Indian currencies only for all the schedules, all such quoted prices of the responsive Bidders will be evaluated further for award of contract to the lowest price quoted bidder. The rates quoted should be net and no discount, free services/offers quoted will be considered.

**16. Schedule-wise Evaluation**

The responsive tenders will be evaluated and compared separately for the total schedule as per the price bid quoted by the bidders.

**17. Comparison of Tenders**

The comparison of the responsive tenders shall be carried out on Delivery Duty Paid basis at identified SIDBI offices including installation, commissioning, O&M and other equipment charges, 5 years extended warranty, inventory, storage in SIDBI office, as given in the price Bid format (**ANNEXURE – VI**).

**18. Alternative Tenders**

- a) Alternative Tenders are not permitted.
- b) However the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

**19. Contacting the ISTSL**

- a) From the time of submission of tender to the time of awarding the contract, if a Bidder needs to contact the ISTSL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

- b) In case a Bidder attempts to influence the ISTSL in the ISTSL's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the ISTSL.

## 20. Award of Contract

### I. ISTSL right to accept any tender and to reject any or all tenders

ISTSL reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

### II. Award Criteria

All bids will be evaluated against the techno-commercial criteria. Only those bids which qualify against the same, will be taken for financial evaluation. The contract will be awarded to the lowest evaluated responsive Bidder decided by the ISTSL in terms price quoted and cost of incidental services as indicated in the Price bid (ANNEXURE – VI).

### III. Variation of Quantities at the Time of Award of Contract

- a. At the time of awarding the contract, the ISTSL reserves the right to increase or decrease by, the quantity of equipment and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and same terms & conditions during the contract.

## 21. Notification of Award

- a) Before expiry of the tender validity period, the ISTSL will notify the successful Bidder(s) in writing, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the equipment & services and corresponding prices accepted.

## 22. Issue of Contract

- I. Promptly after notification of award, the ISTSL will send the contract form duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.
- II. Within fifteen days from the date of the contract, the successful Bidder shall return the original copy of the contract, duly signed and dated, to the ISTSL by registered / speed post.
- III. The ISTSL reserves the right to issue the Notification of Award bidder wise.

## 23. Return of EMD

The earnest money of the successful Bidder and the unsuccessful Bidders will be returned to them without any interest.

## 24. Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) will be mentioned in the notice board/web site of the ISTSL.

**25. Corrupt or Fraudulent Practices**

It is required by all concerned namely the Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ISTSL: -

(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 of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the ISTSL, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the ISTSL of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the ISTSL if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**26. Eligibility - Conflict of Interest**

Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- i. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. Receives or has received any direct or indirect subsidy from another Bidder; or
- iii. Has the same legal representative as another Bidder; or
- iv. Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the ISTSL regarding this bidding process; or

- v. Any of its affiliates has been hired (or is proposed to be hired) by the ISTSL or Borrower as Engineer for the Contract implementation;
- vi. Has a close business or family relationship with the concerned professional staff of the project implementing agency.

### **SECTION – III GENERAL CONDITIONS OF CONTRACT**

**1) Application**

The General Conditions of Contract incorporated in this section shall be applicable for this purchase as per the scope of work.

**2) Use of contract documents and information**

2.1 The bidder shall not, without the ISTSL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the ISTSL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the ISTSL's prior written consent, make use of any document or information mentioned.

**3) Country of Origin**

3.1 All equipment and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

3.2 The word "origin" incorporated in this clause means the place from where the equipment are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

**4) Technical Specifications and Standards**

Relevant Test certificates of all the equipment to be provided at the time of commissioning of the equipment.

**5) Terms of Delivery**

The supplier is required under the contract to deliver the equipment and install, commission of equipments at the identified locations of SIDBI offices within 40 days from the date of award of contract.

In view of nature of the work, the supplier shall take the prior written consent of the ISTSL for installations of the equipment in SIDBI offices. In case it is not permitted or the place is not available, the same may be notified to the ISTSL & SIDBI immediately through written communications.

**6) Insurance:**

6.1 The supplier shall make arrangements for insuring the equipment for 110% value from ware house to identified SIDBI offices against loss or damage incidental to



manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) The supplier shall be responsible till the entire equipment contracted for arrival in good condition at the point of destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till the installation and commissioning.

#### 7) **Spare parts**

Supplier shall keep sufficient inventories (10%) at all times.

#### 8) **Minimum Guaranteed Savings :**

- 8.1. 20% on kWh basis on split air conditioners
- 8.2. 35% on kWh basis on 150 TR chiller

#### 9) **Warranty**

- 9.1. The supplier warrants comprehensively that the equipment supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the ISTSL in the contract. The supplier further warrants that the equipment supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied equipment under the conditions.
- 9.2. The **warranty** shall remain valid a period of 5 (five) years for all the listed equipment after the final acceptance of the work.
- 9.3. In case of any claim arising out of this warranty, the ISTSL shall promptly notify the same in writing to the supplier.
- 9.4. Upon receipt of such notice, the supplier shall, within 48 hours respond to take action to repair or replace the defective equipment or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / equipment after providing their replacements and no claim, whatsoever shall lie on the ISTSL for such replaced parts / equipment thereafter. The penalty clause for non rectification will be Rs. 2,500/- per day over and above 48 hours.
- 9.5. In the event of any rectification of a defect or replacement of any defective equipment during the warranty period, the warranty for the rectified/replaced equipment shall be extended to a further period of thirty six (36) months from the date such rectified / replaced equipment starts functioning to the satisfaction of the ISTSL & SIDBI officials.
- 9.6. If the supplier, having been notified, fails to respond to take action in accordance with to repair or replace the defect's, the ISTSL may proceed to take action(s) as deemed fit by the ISTSL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the ISTSL may have against the supplier.
- 9.7. The supplier shall ensure continued supply of the spare parts for the equipments supplied by them to the ISTSL for 3 years from the date of installation and

handing over. He shall make sure to keep an inventory of 10% for urgent replacements.

#### **10) Assignment**

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the ISTSL's prior written permission.

#### **11) Sub Contracts**

The Supplier shall notify the ISTSL in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

#### **12) Modification of contract**

12.1 If necessary, the ISTSL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Incidental services to be provided by the supplier
- b) Place of delivery, and
- c) Any other area(s) of the contract, as felt necessary by the ISTSL depending on the merits of the case.

12.2 In the event of any such modification/alteration causing increase or decrease in the cost of equipment and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the ISTSL, the supplier shall convey its views to the ISTSL within twenty-one days from the date of the supplier's receipt of the ISTSL's amendment / modification of the contract.

#### **13) Prices**

Prices to be charged by the supplier for supply of equipment and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment.

#### **14) Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted equipment to the ISTSL.

## 15) Terms and Mode of Payment

**Payment Terms :** Payment to the successful bidder shall be made in the following manner

Sl. No.	Schedule of Work	% of Contract value*
1	After completing the commissioning of split AC, chiller and other equipment at all SIDBI offices	30% of contract value
2	Acceptance of M&V Report after three (03) months of installation & commissioning of all split AC, chiller & other equipment	40% of contract value
3	Submission of M&V report after completion of first year with respective to all SIDBI offices	10% of contract value
4	Submission of M&V report after completion of Second year with respective to all SIDBI offices	10% of contract value
5	Submission of M&V report after completion of Third year with respective to all SIDBI offices	10% of contract value

**\* Payment will be made inclusive of all taxes**

a)

### 16) Delay in the supplier's performance

- a) The supplier shall complete the installation and commissioning and perform the services under the contract within the time schedule specified by the ISTSL in the List of Requirements and as incorporated in the contract. The time for and the date for completion is stipulated in the schedule shall be deemed to be the essence of the contract and the delivery must be completed not later than the date specified in the contract.
- b) Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of equipment and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) Imposition of liquidated damages, and
  - (ii) Termination of the contract for default.
- c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the equipment and performance of services, the supplier shall promptly inform the ISTSL in writing about the same and its likely duration and make a request to the ISTSL for extension of the delivery schedule accordingly. On receiving the supplier's communication, the ISTSL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

### 17) Liquidated damages

If the supplier fails to deliver any or all of the equipments or fails to perform the services within the time frame(s) incorporated in the contract, the ISTSL shall, without prejudice to other rights and remedies available to the ISTSL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of equipment and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached ISTSL may consider termination of the contract.

Upon receipt of such notice, the supplier shall, within 48 hours respond to take action to repair or replace the defective equipment or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / equipment after providing their replacements and no claim, whatsoever shall lie on the ISTSL for such replaced parts / equipment thereafter. The penalty clause for non rectification will be Rs. 2,500/- per day over and above 48 hours.

During any month of the ESCO Maintenance Period, if the % savings achieved is less than the Guaranteed Savings, the ESCO is liable for the difference incurred. If the % savings continues to be less than the Guaranteed savings for a period of 6 months, the contract will come to an end and ESCO will forfeit any payment due to them.

#### **18) Termination for default**

- a) The ISTSL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the equipment or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the ISTSL.
- b) In the event of the ISTSL terminates the contract in whole or in part, the ISTSL may procure equipment and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the ISTSL for the extra expenditure, if any, incurred by the ISTSL for arranging such procurement.
- c) Unless otherwise instructed by the ISTSL, the supplier shall continue to perform the contract to the extent not terminated.

#### **19) Termination for insolvency**

If the supplier becomes bankrupt or otherwise insolvent, the ISTSL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the ISTSL.

#### **20) Force Majeure**

- a) The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the ISTSL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier shall promptly notify the ISTSL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the ISTSL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- e) In case due to a Force Majeure event the ISTSL is unable to fulfill its contractual commitment and responsibility, the ISTSL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### **21) Governing language**

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

#### **22) Notices**

- a) Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- b) The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

#### **23) Resolution of disputes**

In the event of any dispute or difference between the contractor and the ISTSL arising out of any equipment of the tender, contract, work order, the same shall be referred to the sole arbitration of the CEO, ISTSL or his / her nominee. It is the condition of this clause that all the hearing of the arbitration will take place at New Delhi and shall be subjected to the jurisdiction at New Delhi.

**24) Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**25) PROGRESS REPORT**

The bidder shall submit the progress report monthly to ISTSL. The ISTSL will have the right to depute its representatives to ascertain the progress of contract at the premises of works of the bidder.

**Other terms and Conditions:-**

- a) The supplier / contractor, after accepting the contract shall not transfer or assign or sublet the contract or any part of the contract directly or indirectly to any person or persons whomsoever, without the written consent of ISTSL.  
No price escalation shall be entertained till the end contract period. Apart from this you are requested to quote as per the price bid. On the basis of this ISTSL shall place the order for completing the work within the prescribed time period.
- b) In case of breach of any terms and conditions of the contract, the CEO, ISTSL shall have the right to forfeit the payments to be released in full or part thereof at his / her discretion and shall have the work completed at the cost of contractor.
- c) ISTSL shall not supply any materials / equipment to the contractor.
- d) The contractor shall install and make available suitable safety devices for the safe working of the workmen and other personnel engaged in the installation of the system and shall comply with all statutory requirements in this respect. The safety of the workmen or any other person engaged in the installation of the system shall be the sole responsibility of the contractor.
- e) The contractor shall be bound to carry out the additional amount of work necessary in the opinion of the buyer over and above the quantities specified in the proposed work at the same basis at rates quoted in the tender by the contractor and accepted by the buyer.
- f) The Bidders are advised to visit the site with prior appointment with the respective authority to be acquainted with its environments and prevailing conditions. It shall be deemed that the Bidder has visited the site, whether he actually does it or not and have taken all the factors into account while submitting the tender. No claim whatsoever shall be entertained on this account at a later date.
- g) Canvassing of any kind is strictly prohibited and tender submitted by the Bidders who resort to canvassing directly or indirectly in any manner is liable to be rejected.
- h) Any operation, instruction and maintenance manual in English only.  
The following details must be provided in the manual:

- a) Operation manual of air conditioners & chillers – its components and expected performance.
- b) Do's and DONTs.
- c) Clear instruction of regular maintenance and trouble shooting of the HVAC.
- d) Name and Address of the contact person in case of non functioning of the equipment.

## 26) CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by E Mail.

Name	Contact Number	Email id
Sh. K V Kiran Kumar	011- 43526652	<a href="mailto:Kirankumar.kv@techsmall.com">Kirankumar.kv@techsmall.com</a>

Verbal clarifications and information given by the ISTSL or its employees or its Representatives shall not be in any way entertained.

Further information can be obtained at the address given below during the office hours

**India SME Technology Services Ltd**  
**E-1, First Floor, Baluja House**  
**Jhandewalan Extension New Delhi – 110055**

## ANNEXURE - I TECHNICAL DETAILS

The required numbers of split AC's & chiller equipment details are presented below:

Installation of Energy Efficient Split AC's / Package AC's / Chillers		
Type of AC	Capacity of AC, TR	Quantity, No's*
Split AC	1.5	8
Split AC	2.0	1
Package AC	3.0	1
Screw Chillers	150	1

\* May vary upto  $\pm 15\%$

Installation of load controller for split / package ACs at Identified SIDBI offices			
Sl. No.	Location of SIDBI office	Existing AC	TR
1	Ahmedabad	Cascade AC	3TR each
		Window AC	1.5 TR
2	Bangalore	Package AC	15 TR
3	Chennai	Split AC	1.5TR
		Split AC	2.0 TR
4	Coimbatore	Package AC	11TR x 2 nos + 8.5 TR x 4 nos
		Split AC	1 TR each
		Split AC	2TR each
		Cascade AC	3TR each
5	Hyderabad	Package AC	5
		Split AC	1.5
		Split AC	2.0
		Package AC	4.0

Installation of occupancy sensors through contractor for split / package ACs at Identified SIDBI offices			
Sl. No.	Location of SIDBI office	Existing AC	TR
1	Coimbatore	Split AC	1 TR each
		Split AC	2TR each
2	Hyderabad	Split AC	1.5
		Split AC	2.0



General Requirement	
Particulars	Description
Guarantee of Energy Savings	<ul style="list-style-type: none"> <li>• Minimum 20% on kWh basis on split air conditioners.</li> <li>• Minimum 35% on kWh basis on chillers.</li> </ul>
Baseline	<ul style="list-style-type: none"> <li>• Detailed Energy audits at all 10 SIDBI offices have already completed and the DPR's shall be provided to finally selected bidder which will give baseline energy consumption and other relevant parameters.</li> <li>• If bidder wants to verify the baseline energy consumption, bidder is free to do so at their own cost or else agree upon the results as mentioned in the detailed energy audit reports</li> </ul>
Warranty period	<ul style="list-style-type: none"> <li>• Replacement Warranty of 5 years from the date of installation.</li> <li>• Bidder shall collect an installation &amp; commissioning certificate from each SIDBI office after installation of all equipment as prescribed for each location.</li> </ul>
Dismantling	<ul style="list-style-type: none"> <li>• Complete dismantling of old AC's systems and carrying back to manufacturer site is bidder's responsibility.</li> <li>• Sealing of existing window AC locations (where ever applicable)</li> <li>• Buy back of existing equipment basis.</li> <li>• After disposal of existing e-waste, "Form 13" &amp; appropriate safely e-waste disposal certification shall be provided by the bidder to ISTSL &amp; SIDBI.</li> </ul>
Spare parts & other accessories	<ul style="list-style-type: none"> <li>• All essential spare parts &amp; accessories for proper operation of Air Conditioners &amp; chiller equipment shall be replaced free of cost including its installation &amp; commissioning by the bidder. 10% additional inventory shall be maintained at all times.</li> </ul>
Packing and transportation	<ul style="list-style-type: none"> <li>• Packing, transportation including custom clearance, port clearance, port charges, (if any), transit insurance, loading, unloading, safe storage at site shall be bidder's responsibility and shall not be charged separately by the bidder.</li> </ul>
Technical Specifications	<ul style="list-style-type: none"> <li>• Bidder shall comply with relevant BIS standards / International standards for split air conditioner, chiller &amp; other equipment as stipulated in the tender.</li> <li>• Relevant Test certificates shall be provided by bidder along with technical bid.</li> </ul>
Variation in Energy Consumption	<ul style="list-style-type: none"> <li>• Energy Consumption of AC's, chiller, associated auxiliaries &amp; other equipment shall not be more than 10% of the nominal rated power consumption.</li> <li>• Relevant Test certificates shall be provided by bidder along with technical bid.</li> </ul>

Measurement & Verification of Power Consumption by AC's & Chiller equipment	<ul style="list-style-type: none"><li>• The bidder shall be required to demonstrate the savings to ISTSL &amp; SIDBI on a monthly basis upto first three (03) months from installation date and then on quarterly basis through appropriate energy management systems including meters and other devices to be installed by the bidder.</li><li>• Appropriate meters shall be installed at all sites for proper monitoring, recording &amp; collection of energy consumption data on regular intervals.</li><li>• If separate wiring is required for installing energy meters for the AC's &amp; chiller, bidder should provide the same.</li></ul>
Project Implementation Plan	<ul style="list-style-type: none"><li>• Bidder shall submit a Project Implementation Plan (PIP) along with technical bid.</li></ul>

**ANNEXURE – II**  
**FORMAT FOR QUALIFICATION INFORMATION**

**1 For Individual Bidders (Attach Profile of the company)**

**1.1** Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid.

**[Attach copy]**

**1.2** Total value of \_\_\_\_\_ 2015- 2016 \_\_\_\_\_  
work performed in the last 2014 - 2015 \_\_\_\_\_  
three years (in Rs. Lakhs) 2013-2014 \_\_\_\_\_

**1.3** Work performed of similar nature over the last three years (in the same name).

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

**Annexure - III**  
**BID FORM**

**Description of the Project:**

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND O&M OF SPLIT AC's, CHILLER & OTHER EQUIPMENT ON ESCO MODE (GUARANTEED SAVINGS BASIS) AT IDENTIFIED SIDBI OFFICES LOCATED IN VARIOUS STATES OF INDIA**

To:

The Chief Executive Officer  
M/s India SME Technology Services Ltd (ISTSL)  
E-1, First Floor, Baluja House  
Jhandewalan Extension  
New Delhi – 110055

Subject :

Reference : Letter No.....dated.....from.....

Sir,

We have no reservations to the Bidding Documents, and offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at a total Fixed Contract Price of -

Rs. \_\_\_\_\_ [in figures]

Rs. \_\_\_\_\_ [in words].

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

{If the bidder is a joint venture, insert the following: We are submitting our tender a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the main bidder}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the bidder's tender includes Sub-contractor, insert the following: We are submitting our Proposal with the following firms as Sub-contractor: {Insert a list with full name and address of each Sub-consultant.}

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with competitors.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."

We hereby confirm that this bid is valid for 120 days as required in Clause 5 of the General Instructions to bidders.

We meet the eligibility requirements and have no conflict of interest in accordance with clause 26 of the General Instruction to bidders

We have not been debarred/removed from approved list (dealings suspended) by the Central or any State Government or by the PSU.

Yours faithfully,

Authorized Signature : \_\_\_\_\_ Date: \_\_\_\_\_  
Name & Title of Signatory : \_\_\_\_\_  
Name of Bidder : \_\_\_\_\_  
Address : \_\_\_\_\_

**ANNEXURE - IV**  
**NOTIFICATION OF AWARD TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE ISTSL)

Dated: \_\_\_\_\_

To : \_\_\_\_\_ [Name and address of the Contractor]

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the  
\_\_\_\_\_ for the contract  
price of Rupees \_\_\_\_\_ [amount in words and  
figures], is hereby accepted by us.

You are also requested to sign the agreement form and ensure its completion within  
the contract period.

Yours faithfully,

**Authorized Signature**

**Name and title of Signatory**

**ANNEXURE – V**  
**PRICE BID**

Supply, Installation, Testing, Commissioning and O&M of Split AC's, Chiller & other equipment at various offices of Small Industries Development Bank of India (SIDBI) located in various parts of India  
(To be filled up and furnished by the Bidder in the below format)

**SPLIT AIR CONDITIONERS AND CHILLERS**

Installation of New air conditioners at Identified SIDBI offices						
Sl. No.	Location of SIDBI	Type of AC	TR	Unit Price, Rs	Quantity, No	Total Price, Rs (A)
1	Chandigarh Office	Split AC	1.5		1	
2	Faridabad Office	Split AC	1.5		2	
		Split AC	2.0		1	
3	Indore Office	Split AC	1.5		2	
4	Lucknow Office	Split AC	1.5		3	
		Screw Chiller	150		1	
5	Ahmedabad Office	Package AC	3		6	
	<b>Total</b>				<b>16</b>	
<b>A</b>		<b>Rs In words (Inclusive of all Taxes) -</b>				

In case of discrepancy between unit price and total price, the unit price shall prevail.

Installation of load controller for split / package ACs at Identified SIDBI offices						
Sl. No.	Location of SIDBI	Existing AC	TR	Unit Price, Rs	Quantity, No	Total Price, Rs (B)
1	Ahmedabad Office	Cascade AC	3TR each		6	
		Window AC	1.5 TR each		3	
2	Bangalore Office	Package AC	15 TR		1	
3	Chennai Office	Split AC	1.5TR		1	
		Split AC	2.0 TR		2	
		Package AC	11TR x 2 nos + 8.5 TR x 4 nos		6	
4	Coimbatore Office	Split AC	1 TR each		4	
		Split AC	2TR each		2	
		Cascade AC	3TR		2	

			each			
		Package AC	5		1	
5	Hyderabad Office	Split AC	1.5		3	
		Split AC	2.0		2	
		Package AC	4.0		4	
	<b>Total</b>					
<b>B</b>		<b>Rs In words (Inclusive of all Taxes) -</b>				

<b>Installation of occupancy sensors through contractor for split / package ACs at Identified SIDBI offices</b>						
<b>Sl . No.</b>	<b>Location of SIDBI</b>	<b>Existing AC</b>	<b>TR</b>	<b>Unit Price, Rs</b>	<b>Quantity, No</b>	<b>Total Price, Rs (C)</b>
1	Coimbatore Office	Split AC	1 TR each		4	
		Split AC	2TR each		2	
2	Hyderabad Office	Split AC	1.5		3	
		Split AC	2.0		2	
	<b>Total</b>				<b>2450</b>	
<b>C</b>		<b>Rs In words (Inclusive of all Taxes) -</b>				

<b>Installation of Separate Energy meters* for air conditioners</b>				
<b>Sl . No.</b>	<b>Location of SIDBI office</b>	<b>No. of meters</b>	<b>Each Price, Rs.</b>	<b>Total Price, Rs (D)</b>
1	ALL 10 identified offices	Approximately 10 – 15 meters		
		Total		
<b>D</b>	<b>Rs In words (Inclusive of all Taxes)</b>			

\* Energy meters for the installed air conditioners circuit to be installed. If separate connection is not available, bidder should provide separate wiring line for the installed equipment. ALL data from the energy meters to be frequently captured in the cloud and it should be made accessible at one common location.

The above mentioned quantity of meters is indicative only. It may change based on actual site conditions.

<b>Buyback of existing equipment</b>				
<b>Sl. No.</b>	<b>Description of existing equipment</b>	<b>No. of equipment</b>	<b>Price per unit, Rs</b>	<b>Total Price, Rs (E)</b>
1	<b>Chandigarh</b>			
	Split AC – 1.5 TR each – located in server room	1		



2	<b>Faridabad</b>			
	Window AC – 1.5 TR each	2		
	Window AC – 2.0 TR each	1		
3	<b>Indore</b>			
	Split AC – 1.5 TR each – RO	1		
	Split AC – 1.5 TR each – BO	1		
4	<b>Lucknow</b>			
	Split AC – 1.5TR each	2		
	Window AC – 1.5TR each	1		
	Chiller – 120TR	1		
5	<b>Ahmadabad</b>			
	Cascade AC – 3 TR each	3		
	<b>Total</b>			
<b>E</b>	<b>Rs In words (Inclusive of all Taxes)</b>			

Grand total cost for the above scope of work is  $[(A + B + C + D) - (E)]$  (This will be the basis of evaluation of price bid) =

In Indian Rs. \_\_\_\_\_

In words \_\_\_\_\_

Date: ..... Signature of the Authorized signatory :.....

Place: ..... Name.....

Business Address:

Designation:.....

Country of Incorporation: (Common Seal).....

(State or Province to be indicated)

**ANNEXURE – VI**  
**Existing Equipment Details at SIDBI Offices**

Details of Air conditioners to be replaced with New Energy Efficient Air conditioners		
Sl. No.	Description of existing equipment	No. of equipment
1	<b>Chandigarh</b>	
	Split AC – 1.5 TR each – located in server room	1
2	<b>Faridabad</b>	
	Window AC – 1.5 TR each	2
	Window AC – 2.0 TR each	1
3	<b>Indore</b>	
	Split AC – 1.5 TR each – RO	1
	Split AC – 1.5 TR each – BO	1
4	<b>Lucknow</b>	
	Split AC – 1.5TR each	2
	Window AC – 1.5TR each	1
	Chiller – 120TR	1
5	<b>Ahmadabad</b>	
	Cascade AC – 3 TR each	3

## ANNEXURE - VII

### DRAFT CONTRACT AGREEMENT FORM

#### ENERGY SERVICES PERFORMANCE CONTRACT

This Energy Services Performance Contract ("ESPC") is made and entered into as of [*date of execution*] at [*place of execution*], by and between:

1. [*Name of the ESCO*], [a company incorporated under the provisions of the Companies Act, 1956/2013] and having its registered office/principal offices at [*insert address*] (hereinafter referred to as the "ESCO", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the First Part; and
2. India SME Technology services limited (ISTSL), a corporation established under the Act, 1989, having its office at (A Joint Initiative of SIDBI, SBI, OBC, IOB and Indian Bank), E-1, First Floor, Baluja House Jhandewalan Extension New Delhi – 110055 (hereinafter referred to as the "ISTSL", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the Second Part.

The ESCO and ISTSL are individually referred to as a "Party" and collectively referred to as "Parties".

#### RECITALS:

- A. ISTSL on behalf of Small Industries Development Bank of India (SIDBI) manages the Facilities (as described in Schedule B (*Description of Facilities*)), and wishes to acquire equipment and services to reduce energy costs and related expenses and increase energy savings at the Facilities.
- B. The ESCO has experience and technical management capabilities to identify and evaluate energy saving and energy cost saving opportunities, and provide for design, engineering, procurement, installation, maintenance and measurement of cost effective energy conservation measures ("ECMs").
- C. ISTSL now desires to enter into a contract with the ESCO for the design, installation, maintenance and measurement of the ECMs as set forth in Schedule C (*ESCO Scope of Work and Energy Saving Equipment*).
- D. The ESCO, and ISTSL acknowledge and agree that the purpose of this ESPC is to achieve energy saving of the Facilities, leading to related cost savings contemplated by this ESPC to the benefit of ISTSL, and the ESCO agrees to cooperate to achieve the purpose of this ESPC.

NOW THEREFORE, in consideration of the mutual promises and covenants contained

herein, and intending to be legally bound hereby, the ISTSL and the ESCO hereto convene and agree to the terms and conditions set forth hereinafter.

All capitalised terms used in this ESPC, shall have the meaning ascribed to them in Schedule A (*Defined Terms*).

## **1. REPORTS AND SCHEDULES**

1.1. The ESCO has obtained all necessary information as to the risks, contingencies and other circumstances which may influence or affect the ESCO and the performance by it of its Scope of Work (as described in Schedule C (*ESCO Scope of Work and Energy Saving Equipment*)) under this ESPC, and ISTSL shall have validate the same for the accuracy, sufficiency or completeness of any data.

## **2. SCOPE OF WORK**

2.1. The ESCO shall, in accordance with the terms of this ESPC, including all Schedules hereto, design, procure, install, maintain, test the Energy Saving Equipment (as described in Schedule C (*ESCO Scope of Work and Energy Saving Equipment*)) and measure the energy savings generated through suitable energy management / online monitoring systems as required in order to reduce energy costs and related expenses at SIDBI offices with respect to the Facilities and increase energy savings at the Facilities.

2.2. The ESCO shall, unless specifically excluded in this ESPC, also perform all such works and services not specifically mentioned in this ESPC but which can be reasonably inferred from this ESPC, as being required for completion of the Scope of Work as if such works and services were expressly mentioned in this ESPC.

2.3. Except for those permits and fees that are specified as the responsibility of ISTSL under Schedule D (*ISTSL Responsibilities*), the ESCO shall secure and pay for necessary permits, approvals, assessments and charges required for the proper execution and completion of the of Works.

## **3. TERM AND VALIDITY**

This ESPC shall be effective and binding upon the Parties from the date of its execution ("Effective Date") and shall continue in full force and effect till the date of expiry of [Three (3)] years from the Commencement Date ("Expiry Date"), unless terminated earlier in accordance with the terms of this ESPC.

## **4. CONSTRUCTION PERIOD, COMMENCEMENT DATE FOR ENERGY SAVING CALCULATIONS**

4.1. Commencement Date shall be the date of issuance of the Certificate of Acceptance in the format set forth in Schedule E (*Format of Certificate of Acceptance*) by ISTSL, pursuant to the ESCO delivering a notice to ISTSL that it has completed its Scope of Works and installed.

4.2. The payments due to the ESCO for undertaking the Scope of Work set out in Clause 2 (*Scope of Work*) and all other works and services which can be reasonably inferred from this ESPC shall be as set forth in Schedule F (*Payments to the ESCO*).

## **5. EQUIPMENT WARRANTIES AND COMPATIBILITY**

5.1. The ESCO warrants to ISTSL that all Energy Saving Equipment installed at the Facilities shall be new, in good and proper working condition, fit for purpose and protected by appropriate written warranties covering all parts and equipment performance. The equipment warranty shall include replacement, repair, and any labour for the warranty period.

5.2. On and from the date the title to the Energy Saving Equipment passes to the SIDBI, the ESCO agrees to:

- a. Deliver to ISTSL all written warranties;
- b. Transfer the warranties to ISTSL at no extra cost;
- c. Provide reasonable assistance to ISTSL in pursuing the rights and remedies against the manufacturer of the Energy Saving Equipment under the warranties;
- d. As and when it becomes aware during the course of its maintenance obligations, notify ISTSL whenever defects in Energy Saving Equipment parts or performance occur or when warranty rights and remedies can be exercised by the SIDBI & ISTSL.

## **6. CONSTRUCTION AND INSTALLATION OF ENERGY SAVING EQUIPMENT**

6.1. The period from Effective Date to Commencement Date shall be referred to as the "Construction Period".

6.2. During the "Construction Period", ESCO shall undertake designing, engineering, procurement and construction of the ECMs described in Schedule C (ESCO Scope of Work and Energy Saving Equipment) in accordance with the construction schedule as specified in Schedule G (Construction and Installation Schedule).

6.3. On completion of the installation of the Energy Saving Equipment at the identified Facilities, the ESCO shall issue a written notice ("Completion Notice") to ISTSL stating that all Energy Saving Equipment have been installed and are operating in accordance with the requirement specified in this ESPC. On receipt of the Completion Notice, ISTSL shall issue the Certificate of Acceptance. The date of issuance of the Completion Notice by ISTSL shall be the Commencement Date, and the period from the Commencement Date to the Expiry Date shall be the "ESCO Maintenance Period".

6.4. If ISTSL does not concur that the ESCO has installed and commenced operating all Energy Saving Equipment specified in Schedule C (ESCO Scope of Work and Energy Saving Equipment), then ISTSL shall notify as such to the ESCO within [thirty (30)] days of receipt of the Completion Notice. To the extent the ESCO does not dispute the discrepancies raised by ISTSL, the ESCO shall promptly and diligently

correct the works to conform to the description of the works set forth in this ESPC, and resubmit the Completion Notice to ISTSL.

#### **7. OBLIGATIONS OF THE ESCO**

7.1. The ESCO shall deliver the minimum expected guaranteed energy savings as specified in Schedule F (*Payments to the ESCO*).

7.2. The ESCO shall, from the Commencement Date and for the duration of the ESCO Maintenance Period, be responsible for all services, maintenance, and repairs to the Energy Saving Equipment installed, without any additional cost to ISTSL.

7.3. The ESCO shall perform the entire Scope of Works under this ESPC, and install the Energy Saving Equipment in such a manner so as not to harm the structural integrity of the Facilities.

7.4. The ESCO shall repair and restore to its original condition any area damaged by the ESCO's performance under this ESPC and bear all costs associated with it.

7.5. The ESCO shall remain responsible for the professional and technical accuracy of all services performed, whether by the ESCO or its subcontractors or others on its behalf, throughout the term of this ESPC.

#### **8. PAYMENTS TO THE ESCO**

8.1. The payments to the ESCO for performing its Scope of Work under this ESPC shall be made by ISTSL in accordance with the provisions of Schedule F (*Payments to the ESCO*) and the terms of this Clause 8.

8.2. Payment shall be made by ISTSL within [forty five (45) days] of submission of an invoice meeting the requirements Schedule F (Payment to the ESCO) ("Due Date").

8.3. After the Commencement Date, the ESCO shall annually prepare and provide a report to the ISTSL documenting the performance of the Energy Saving Equipment at Facilities.

#### **9. OWNERSHIP**

9.1. Ownership of the Energy Saving Equipment shall be transferred by the ESCO to SIDBI free of all Encumbrances up on issuance of the Completion Certificate.

9.2. Notwithstanding any other provision of this ESPC, SIDBI shall retain ownership and possession of all equipment and systems that were on-site at the Facilities prior to the signing of this ESPC.

9.3. All of the drawings, specifications, computer software and documents, prepared through the efforts of ESCO' staff and subcontractors shall become the property of SIDBI upon issuance of the Completion Certificate by ISTSL.

#### **10. EVENTS OF DEFAULT**

10.1. Each of the following events shall constitute an event of default by ISTSL:

(a) any failure by ISTSL to pay the ESCO any sum due, for the works and services

envisaged under this ESPC including those works/services during the ESCO's Maintenance Period, for more than [forty five (45) days] after raising of invoice by the ESCO;

10.2. Each of the following events shall constitute an event of default by the ESCO:

(a) Any representation or warranty furnished by the ESCO in this ESPC is false or misleading in any material respect when made;

(b) The ESCO fails to furnish and install the Energy Saving Equipment and make it ready for use within the time specified by this ESPC; provided that such failure is not cured within [thirty (30) days] after ISTSL issues a notice to the ESCO requiring that such failure to perform be cured;

(c) The filing of a bankruptcy petition whether by the ESCO or its creditors against the ESCO which proceeding shall not have been dismissed within [One Hundred and Twenty (120) days] of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of the ESCO;

(d) Any change in ownership or control of the ESCO without the prior approval of ISTSL, such consent not to be unreasonably withheld;

(e) Failure by the ESCO to pay any amount due ISTSL or perform any obligation under the terms of this ESPC, provided that such failure is not cured within [thirty (30) days] after ISTSL issues a notice to the ESCO requesting that such failure to perform be cured;

## **11. REMEDIES UPON OCCURANCE OF EVENTS OF DEFAULT**

11.1. If an event of default by ISTSL occurs, the ESCO may exercise all remedies (including right to terminate) available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by ISTSL, and/or for damages which shall include all direct costs and expenses incurred by the ESCO as a result of such breach including costs reasonably incurred in exercise of its remedy. Election of any one remedy by the ESCO is not a waiver of other available remedies.

11.2. In case of an event of default by the ESCO, ISTSL may exercise any and all remedies (including right to terminate) at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees. Election of any one remedy by ISTSL is not a waiver of other available remedies.

## **12. CONSEQUENCES OF TERMINATION OF THE ESPC PRIOR TO THE EXPIRY DATE**

12.1. Termination due to ESCO event of default

Where this ESPC is terminated by ISTSL due to ESCO event of default, the ESCO shall not be entitled to receive from ISTSL any payment due to the them.

12.2. Termination due to ISTSL event of default

Where this ESPC is terminated due to ISTSL event of default, the ESCO shall be entitled to receive from ISTSL actual capital expenditure incurred on the installation of the Energy Saving Equipment.

**13. FORCE MAJEURE**

13.1. If any Party is unable to perform any of its obligations under this ESPC due to occurrence of any of the events or combination of events including:

- (a) acts of God, earthquake, flood, cyclone;
- (b) war, insurrection or riots;
- (c) acts by the Government of India which adversely affect the performance of obligation by either or both the Parties under this ESPC; or
- (d) any other event beyond its control,

The affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 (seven) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1 (one) day after such reinstatement.

Provided that such notice shall be a pre-condition to the affected Party's entitlement to claim relief under this ESPC. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

13.2. The affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this ESPC, as soon as practicable after becoming aware of each of these cessations.

13.3. Except as expressly provided in this ESPC, no Party shall be in breach of its obligations pursuant to this ESPC or otherwise liable to the other Party for any



hindrance or delay in performance or non-performance of any such obligations if and to the extent that such hindrance, delay or non-performance is due to a Force Majeure event.

13.4. If either Party is prevented from performing any of its obligations under the ESPC by Force Majeure of which notice has been given under Sub-Clause 12.1 and the Commencement Date is or will be delayed as a result, such Party shall be entitled to an extension of time (but not reimbursement of any associated cost) for any such delay due to a Force Majeure event.

13.5. If the performance of obligation under this ESPC of either Party is prevented for a continuous period of 60 days by reason of Force Majeure of which notice has been given under Sub-Clause 16.1 (or for multiple periods which totals more than 60 days due to the same notified Force Majeure), then the other Party not affected by the Force Majeure may give to the affected Party a notice of termination of this ESPC.

13.6. Upon such termination, ISTSL shall pay to the ESCO:

- (a) The amount payable for any work carried out by it for which a price is stated in this ESPC;
- (b) Any other cost or liability which in the circumstances was reasonably incurred by the ESCO in the expectation of completing its scope of works;
- (d) If applicable, the cost of removal of the temporary works that can be removed and the ESCO's equipment from the premises; and

13.7. Upon such termination, the ESCO shall:

- (a) Transfer all Energy Saving Equipment and all other equipment and material to ISTSL;
- (b) Assign all subcontracts, to the extent allowed, to ISTSL; and
- (c) Leave the premises in a safe and clean condition.

#### **14. DISPUTE RESOLUTION**

14.1 If a Party considers that there is a dispute in respect of any matters arising out of, or in connection with this ESPC (including a dispute relating to the validity or existence of this ESPC), then that Party shall immediately give a written notice, in accordance with this ESPC, to the other Party stating therein the cause for the dispute and claims of the Party giving such notice. Within [XXX] days of service of the written notice to the other Party, the Parties shall meet at a time and venue mutually decided by the Parties in an effort to resolve the dispute in good faith.

14.2 If the Parties fail to resolve the dispute within [XXX] days of issuance of the

notice pursuant to Sub-Clause 13.1, the dispute shall, by issuance of another notice by either Party, be referred to arbitration, which shall be adjudicated by a sole arbitrator. The arbitrator shall be appointed by the mutual agreement of the Parties.

14.3 If Parties fail to appoint an arbitrator within [XXX] days after service of the notice pursuant to Sub-Clause 13.2, such arbitrator shall be appointed in accordance with provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be [XXX] and the language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

14.4 The arbitration award shall be final and binding on the Parties. The costs of arbitration and the manner of bearing such costs shall be determined by the arbitrator.

## **15. COORDINATION**

The ISTSL will provide all necessary support to the ESCO to ensure smooth coordination with the existing contractors and personnel of the SIDBI offices.

## **16. ASSIGNMENT**

ESCO shall not assign, delegate, or transfer any of its rights, interests or obligations under this ESPC without the express prior written approval of ISTSL, said consent not to be unreasonably withheld.

## **17. INDEMNIFICATION**

The ESCO shall indemnify and hold harmless ISTSL & SIDBI and its officers, agents and employees from and against any and all claims, demands, losses, expenses, actions or liability of any nature based upon or arising out of any services performed by the ESCO, its agents or employees under this ESPC. In no event shall the preceding indemnification apply to liability to the extent caused by the negligence or wilful misconduct of ISTSL.

## **18. GENERAL PROVISIONS**

18.1 The ESCO shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations hereunder. Failure in this ESPC to specifically identify any applicable law does not affect its applicability.

18.2 The ESCO is an independent contractor in the performance of its obligation under this ESPC, and solely and personally liable for all labour, taxes, insurance, required bonding and other expenses, and for any and all damages in connection with the operation of this ESPC, whether it may be for personal injuries or damages of any other kind.

18.3 This ESPC, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this ESPC shall constitute the entire agreement between the Parties and this ESPC may not be amended, modified, or terminated except by in writing and signed by the Parties hereto.

18.4 This ESPC shall be governed and construed in accordance with laws of India. Any action to enforce the provisions of this ESPC or claim or dispute arising from this ESPC shall be brought before the court at [Mumbai] having jurisdiction on the matter. In the event any provision of this ESPC is held to be invalid or unenforceable, the validity, legality and enforceability of the remaining terms of this Agreement will remain in force.

18.5 Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO [ESCO Name and Address]

TO [ISTSL Name and Address]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this ESPC by their duly authorized officers on the date first above written.

[Name of the ESCO]  
(ISTSL)]

[India SME Technology Services Limited

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Name and Title)

(Name and Title)

## **SCHEDULE A: DEFINED TERMS**

**Certificate of Acceptance** shall have the meaning ascribed to it in Sub-Clause 4.1 and shall be as per the format set out in Schedule E (*Format of Certificate of Acceptance*).

**Commencement Date** shall have the meaning ascribed to it in Sub-Clause 4.1.

**Completion Notice** shall have the meaning ascribed to it in Sub-Clause 6.2

**Construction Period** shall have the meaning set out in sub-Clause 6.1.

**ECM** shall have the meaning ascribed to it in Recital B.

**Effective Date** shall have the meaning ascribed to it in Sub-Clause 3.1.

**Encumbrance** shall mean, in relation to the Energy Saving Equipment, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.

**Energy Saving Equipment** shall mean the energy saving equipment installed at the Facilities pursuant to this ESPC and which are more specifically listed in Schedule C (*Energy Saving Equipment*).

**ESCO** shall mean [●].

**ESCO's Maintenance Period** shall have the meaning ascribed to it in sub-Clause 6.3.

**ESPC** shall mean this Energy Services Performance Contract.

**Expiry Date** shall have the meaning set out in sub-Clause 3.1.

**Facilities** shall have the meaning set out in Schedule B.

**Force Majeure** shall have the meaning ascribed to it in Sub-Clause 12.1.

**M&V** shall mean measurement and verification

## SCHEDULE B: DESCRIPTION OF FACILITIES

### Screw Chiller : 150TR

- Water cooled chiller ( Shell and tube) with micro processor based control panel
- Screw Chiller
- COP : 5.8
- Voltage : 400 +/- 10V
- Frequency : 50Hz
- All other accessories to be included in the quote
- Warranty : 5 years (any defect shall be rectified / Replaced at free of cost during the warranty period within 7 days)
- O&M : 3 years
- Foundation work, cabling work and other project related scope should also covered in the scope of Installation & commissioning of new chiller (150TR)
- Minimum requirement for 150 TR chiller\*

Sl.No	Description of items
	<b>150TR chiller</b>
A	Supply, installation, testing & commissioning of screw type water cooled water chilling machine having minimum actual capacity of 150 TR Minimum Coefficient of performance (COP) of the chiller should be 5.8 The Water Side Pressure Drop in Chiller & Condenser should not exceed 4mtrs and 7mtrs respectively.
B	Suitable Nos & suitable capacity squirrel cage induction motor with class 'F' insulation suitable for operation on 415 volts $\pm 10\%$ , 50 Hz, A.C. supply.
C	Suitable Nos. & suitable capacity Air Cooled VFD starter suitable for compressor motor complete with ammeter, over load protection, under voltage protection, protection against phase reversal & independent single phase preventors etc complete as required. The VFD shall be installed inside the panel/ in case VFD is installed separately the same shall be IP 54 rated.
D	Suitable No. of Sets - Lubrication device consisting of automatic electric oil pump, oil cooler, head tank, oil strainer, automatic pressure regulating valve, oil heater, oil heater thermal switch etc. to be provided.
E	1 No. - Matching shell and tube water cooled condenser of M.S. shell and both side integrally finned copper tubes having max. two passes. Water box shall be provided for ease of maintenance.
F	1 No. - Matching shell & tube flooded type chiller for screw type units of MS shell and both side integrally finned copper tubes having max. two passes. The chiller shall be duly insulated at factory.
G	1 Lot - Refrigerant piping fittings, valves, level sensing electronic expansion valves and accessories to inter connect compressor, condenser, chiller and electronic expansion valve.
H	1 Set - Microprocessor based control panel comprising of Controls including sensors, factory manufactured and tested. All Control function including start up

	and shut down leaving chilled water temperature Control, Compressor and Electronic Expansion Valve modulation, anti re-cycle logic, automatic Compressor and load limiting. it shall also be equipped with the following protection and monitoring devices.
i	High (Condenser) & Low (Evaporator) pressure protection
ii	Low oil level & pressure protection
iii	Chiller condensor water flow loss
iv	Chiller Water Freeze protection
v	Sensor error protection
vi	Motor load control and overload
vii	High motor temperature protection
Viii	High oil temperature protection
Ix	Chiller inlet and outlet Water temperature
X	Condenser inlet / Outlet water temperature
	Suction and discharge Compressor pressure

**Minimum requirement of Split AC : 1.5 TR / 2.0 TR\***

- 5 Star Rated
- Electrical input 230 V, 50Hz, single phase
- Coefficient of performance (COP) : 3.5 (minimum)
- Maximum ambient temperature – 48C ± 5%
- Moisture removal rate – 2 ± 10% litre/hour
- Function modes – auto/cool/fan/dry – shall have sleep and power savings modes
- The 3M micro protection filter traps harmful microscopic substances through the strong electrostatic charge on its surface, thus ensuring clean air and enhanced cooling
- The monsoon comfort technology provides the right cooling during high humidity and monsoon season
- Special fine mesh filter kills the bacteria in the air that passes through it and inhibits any germ growth
- Auto clean feature dries the wet heat exchanger to help prevent mould and bacteria from breeding
- Energy saving mode is an operation mode that consumes minimum energy while maintaining body comfort by applying Body Adaptation Time Algorithm (BATA) to air conditioners
- High speed cooling to get the lowest temperature in minutes
- By pressing a single key on the remote controller the, display on the indoor unit will turn OFF
- The timer allows you to turn on or off the AC at the time of your choice for an undisturbed sleep

- When Sleep mode is activated, LG air conditioner's unique microprocessor automatically adjusts the room temperature to match your body metabolism rate during sleep hours, thus giving a comfortable environment to sleep and also saves energy
- With inverter technology
- All other accessories (stabilizer, fixtures, installation charges, any requirement of spares etc) to be included in the quote
- Warranty : 5 years (any defect shall be rectified / Replaced at free of cost during the warranty period within 7 days)  
O&M : 3 years

\*The above mentioned details for split AC nad chiller showcase the minimum requirement of the equipment. The bidder can go for higher than the minimum requirement specification for meeting the minimum guaranteed savings as per the Annexure 1

**General Conditions:**

- Manual & Test Certificates : Installation, Operation & Maintenance manual and list of complete spares along with Test Certificate of complete Chilling Machine shall be submitted in original for each Machine.
- Technical Data: Complete technical data & literature of Chilling Unit, Compressor, Condenser, Chiller & Control etc shall be submitted by you in original for each unit
- Drawings : Foundation, Electrical, Microprocessor & Electrical control drawing etc. shall be submitted by you within one week of placement of order. All these activities to be carried out by bidder at the time of commissioning the equipment
- Commissioning : Testing Commissioning of the Machine has to be carried out by your staff at site after installation of machine.

### **SCHEDULE C: ESCO SCOPE OF WORK AND ENERGY SAVING EQUIPMENT**

Scope of work consists of dismantling, replacement of old / existing air conditioners with energy efficient split AC's, chiller & other equipment as detailed in schedule B including its supply, installation, testing, commissioning and O&M for a period of 3 years after successful installation of the equipment on ESCO mode (guaranteed savings basis) at Identified SIDBI office buildings.

- ISTSL / SIDBI shall provide the contact details of each SIDBI office coordinator along with the WO
- Bidder shall be responsible for communication with the office coordinator for all approvals and permissions during the project execution
- All installed air conditioners and chiller equipment should have a minimum warranty period of 5 years from the date of work completion
- Complete dismantling of old air conditioners and chiller equipment and carrying back to manufacturer site / is bidder's responsibility
- All essential spares for proper operation of AC's during / after warranty period to be supplied free of cost, including its installation & commissioning will be the responsibility of bidder during the project tenure. O&M also includes supply / replacement of spares, AC's at free of cost.
- Packing and transportation from the manufacturer's works to site including customs clearance, port clearance, port charges, (if any) and transit insurance up to site including loading, unloading, safe storage at site will be the bidder's responsibility
- Bidder should comply with technical specifications of AC's, chiller and other equipment as mentioned above and test reports from reputed laboratory may be submitted to substantiate the same
- Foundation work, cabling work and other project related scope should also covered in the scope of Installation & commissioning of new chiller (150TR)
- The mentioned quantity of meters & occupancy sensors is indicative only. It may change based on actual site conditions
- The bidder to ensure that the installed AC's system wattage computing all associated accessories & auxiliaries should not have an energy consumption variation of >10% as compared to nominal rated wattage. Test certificates in this regard wherever applicable to be provided
- The bidder shall be required to demonstrate the savings on a monthly basis to ISTSL & SIDBI through appropriate energy management system including meters and other



devices to be installed by the bidder.

- Bidder should submit a Project Implementation Plan (PIP) along with their techno-commercial proposal
- Bidder should ensure complete installation, testing & commissioning of AC's, chiller and other equipment retrofits and its successful handing over, acknowledgment of work completion declaration from Coordinator, respective SIDBI office building official or its authorized agency is bidder's obligation.
- Bidder should quote considering buyback policy of existing equipment
- After disposal of existing e-waste, tubes & fittings, ACs, etc. "Form 13" & appropriate safely e-waste disposal certification is to be supplied by the bidder, which can be used by SIDBI for green building certification, if required.
- All works shall be carried out in accordance with the provisions of the statutory acts and laws of fire department and Bureau of Indian Standards regarding fire fighting system, Indian Electricity Act, Local laws and by-laws as amended upto date.
- Bidder will submit the following documents after completion of the work
  - Certified tender documents, list of equipment and specifications soft copy as well as in hard copy
  - Complete drawings 3 hard copies and soft copy in PDF, if any
  - BOQ soft as well as hard copy
  - Other related working project drawings
  - Minutes of meeting (MOM) for each visit / meeting
  - Submission of M&V reports as per the payment schedule
  -

**SCHEDULE D: ISTSL RESPONSIBILITY**

*[To be inserted by the Parties after award of the Contract]*

**SCHEDULE E: FORMAT OF CERTIFICATE OF ACCEPTANCE**

**FINAL CERTIFICATE OF ACCEPTANCE**

**Dated** \_\_\_\_\_, 20[●]

*In compliance with the terms, conditions and provisions of the ENERGY SERVICES PERFORMANCE CONTRACT dated \_\_\_\_\_, 2016 (the "ESPC"), by and between the undersigned (the "ISTSL") and (the "ESCO"), the I hereby:*

- (a) Certifies and warrants that all the Energy Saving Equipment have been delivered, inspected, fully installed and operational as of the Acceptance Date, as indicated and defined below;
- (b) Accepts all of the Energy Saving Equipment for all purposes under the ESPC all the attendant documents as of this \_\_\_\_\_ day\_\_\_\_, 2016 (the "Acceptance Date").

**ISTSL:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## SCHEDULE F: PAYMENTS TO THE ESCO

### Construction Period Payments

**Construction Period Payments shall be made to the ESCO as per the following:**

Payment to the successful bidder shall be made in the following manner

Sl. No.	Schedule of Work	% of Contract value*
1	After completing the commissioning of split AC, chiller and other equipment at all SIDBI offices	30% of contract value
2	Acceptance of M&V Report after three (03) months of installation & commissioning of all split AC, chiller & other equipment	40% of contract value
3	Submission of M&V report after completion of first year with respective to all SIDBI offices	10% of contract value
4	Submission of M&V report after completion of Second year with respective to all SIDBI offices	10% of contract value
5	Submission of M&V report after completion of Third year with respective to all SIDBI offices	10% of contract value

- All M&V reports shall be verified & accepted by in-charge of each SIDBI office.

### ESCO Maintenance Period Payments

1. ESCO Guarantees a minimum 20% savings (“Guaranteed Savings”) on split air conditioners & 35% savings on chiller as compared to the baseline energy consumption.
2. The ESCO guarantees that the Energy Savings Amount over the ESCO Maintenance Period will equal or exceed the Guaranteed Savings %.
3. During any month of the ESCO Maintenance Period, if the % savings achieved is less than the Guaranteed Savings, the ESCO is liable for the difference incurred. If the % savings continues to be less than the Guaranteed savings for a period of 6 months, the contract will come to an end and ESCO will forfeit any payment due to them.
4. During the ESCO Maintenance Period, on identification of AC / chiller / load controller / occupancy sensor Failure, ISTSL/SIDBI will duly notify the ESCO to rectify the issue. The ESCO shall rectify the Bulb Failure within a period of 2 days from the issue of notice. For each delay in rectifying the issue, and unless when the reasons are out of ESCO’s control, the ESCO is liable to pay a “Liquidated Damage” of INR 2500 per day per equipment
5. If the supplier fails to deliver any or all of the equipments or fails to perform the services within the time frame(s) incorporated in the contract, the ISTSL shall, without prejudice to other rights and remedies available to the ISTSL under the

contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of equipment and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached ISTSL may consider termination of the contract.

6. Any Liquidated Damage payable by the ESCO shall be deducted from the Retention Amount available with ISTSL.

**SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE**

***[To be inserted by the Parties after award of the contract]***

**SCHEDULE - H CHECKLIST**

**Name of Bidder:**

SI No.	Activity	YES/ NO/ NA	Page No. in the Tender document	Remarks
1.	Have you enclosed DD of Rs. 1,00,000/- towards EMD?			
2. a.	Have you enclosed duly filled forms as per format in Annexure II & Annexure III?			
b.	Have you enclosed Power of Attorney in favour of the signatory? If JV / Sub-contracting the works, include legal structure of confirmations			
3.	Have you enclosed BEE ESCO empanelment certificate?			
4.	Have you enclosed clause-by-clause technical compliance statement for the quoted equipments vis-à-vis the Technical specifications?			
5. a.	Have you submitted satisfactory performance certificate of the equipment?			
b.	Have you submitted copy of the order(s) and end user completion / satisfactory certificate?			
6.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the tender document?			
7.	Have you furnished Income Tax Account No., service tax no. & PAN card copies as allotted by the Income Tax Department of Government of India?			
8.	Have you fully accepted payment terms as per tender document?			
9.	Have you fully accepted delivery period as per tender document?			

SI No.	Activity	YES/ NO/ NA	Page No. in the Tender document	Remarks
10.	Have you submitted the certificate of incorporation?			
11.	Have you accepted the warranty as per Tender document?			
12.	Have you accepted terms and conditions of Tender document?			
13.	Have you furnished documents establishing your eligibility & qualification criteria as per tender documents?			
14	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
15	Have you at any time banned, suspended, blacklisted or debarred from quoting by any Govt departments, PSUs etc, if so what time.			
16	Have you confirmed about guaranteed savings?			

*N.B.*

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the tender document to ensure furnishing all required documents in addition to above, if any.

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**(Signature with date)**

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**(Full name, designation & address of the person duly authorised sign on behalf of the Bidder)**

**For and on behalf of**

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**(Name, address and stamp of the tendering firm)**