

## SECTION 6

### ATTACHMENT – 1.

#### BID SUBMISSION FORM (Form 1)

Date: .....

**NIT No. : EESL/06/2013-14/AgDSM-03/HESCOM II**

**Dated...**

**Name of Package:**

**Investment & Implementation Partner for AgDSM Project (IIP-AgDSM) at Hubli of HESCOM II (Hubli Electricity Supply Company Limited), Karnataka.**

To

Addl. General Manager (Contracts),  
Energy Efficiency Services Limited,  
Hall No. 2, 3<sup>rd</sup> Floor,  
15, NBCC Tower,  
Bhikaji Cama Place,  
New Delhi -110066, India.

Dear Sir,

Having examined the bidding document no. EESL/06/2013-14/AgDSM-03/HESCOM II/..... dated ....February 2014, including subsequent amendments ..... and clarifications, the receipt of which is hereby acknowledged, we..... (Name of the company/ consortium partners), offer to execute the above mentioned package as per scope of work of tender documents in full conformity in accordance with terms and conditions of contract.

We..... (Name of the company/ consortium partners) , having read and examined in detail all the RFP documents in respect of IIP-AgDSM at Hubli of HESCOM (Karnataka)and hereby express our interest to provide services as specified in the scope of work.

We have enclosed the following:

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

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

Envelope III: Price Bid

RfP Form 2: Minimum eligibility for qualifying requirement including declarations

Bid document/bid processing fees of Rs. 25000.00 (Rupees Twenty five thousand only) inform of banker's cheque /DD in the favour of Energy Efficiency Services Limited payable at New Delhi

Bid Document No.

EESL/06/2013-14/AgDSM-03/HESCOM Phase II

Implementation of AgDSM Project at HESCOM II, Hubli. **SECTION - VI (Forms & Procedure)**

Page 1 of 23

Bid security/EMD of Rs.67,48,000/- (Rupees Sixty seven lakhs forty eight thousand only) either in form of DD from an Nationalized Bank drawn in favour of Energy Efficiency Services Limited payable at New Delhi or in form of bank guarantee.

Registered Power of Attorney executed by the bidder or consortium of bidders in favor of the duly authorized representative, certifying him/her as an authorized signatory for the purpose of this RfP.

In case of consortium, Memorandum of Understanding (MoU)/consortium agreement prepared on a stamp paper of requisite value with the partner companies clearly indicating their relationship & lead partner (in case of consortium).

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

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

We confirm to have accepted the construction of contract as defined in clause 5.9 in instruction to bidders. We accept the important conditions as defined in attachment 3. We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-4 save those pertaining to any rebates offered, shall not be given effect to.

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

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

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

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

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

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this .....day of .....2014.

Thanking you,

Your' Faithfully

(Signature).....

Date:

(Printed Name).....

(Designation).....

Place:

(Common Seal)

**Our correspondence details are:**

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (with STD code)	

**Attachment 2**

**Bid Security Form  
Bank Guarantee**

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

Bank Guarantee No. ....

Date.....

To:

Energy Efficiency Services Ltd.  
Hall no. 2, 3<sup>rd</sup> Floor  
15, NBCC Tower  
Bhikaji Cama Place, New Delhi -110066

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no. **EESL/06/2013-14/AgDSM-03/HESCOM II dated 20.02.2014**..... M/s.....  
.....having its registered/head office  
at.....(here in after called “Bidder”) wish to  
participate in the said bid for (name of package)

As an irrevocable bank guarantee against Bid Security for an amount of ` 67,48,000/- valid for 225 days from date of bid opening i.e. from .....to ..... required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the bidding documents.

We, the ..... (Name and address of the bank),  
having ..... our ..... head ..... office ..... at  
.....guarantee and undertake  
to pay immediately on demand by Energy Efficiency services Limited, the amount of Rs. 67,48,000/- without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto ..... If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from.....(Bidder’s Name)....., on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of .....20.....at.....

Witness:

Signature:

Signature:

Name:

Name :

Official address:

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

1. Bid Security amount shall be as specified in the IFB/ITB.  
Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty five (45) days after the last date for which the bid is valid.
2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from

Bid Document No.

EESL/06/2013-14/AgDSM-03/HESCOM Phase II

Implementation of AgDSM Project at HESCOM II, Hubli. **SECTION - VI (Forms & Procedure)**

Page 5 of 23

where the BG shall be operated, whichever is higher.

3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

### **BANK GUARANTEE CHECK LIST**

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
7	Bank Reference	

### **CHECK LIST**

<b>S.No.</b>	<b>Details of Checks</b>	<b>YES / NO</b>
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG ?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents ?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of EESL in any manner ) ?	
h)	Incase of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG ?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant ?	

Bid Document No.

EESL/06/2013-14/AgDSM-03/HESCOM Phase II

Implementation of AgDSM Project at HESCOM II, Hubli. **SECTION - VI (Forms & Procedure)**

Page 6 of 23

k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents ?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

### ANNEXURE-I

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

#### SCHEDULED COMMERCIAL BANKS

##### (A) SBI AND ASSOCIATES

Sl.No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

##### (B) NATIONALISED BANKS

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	13.	Canara Bank
10.	Andhra Bank	14.	Central Bank of India
11.	Bank of India	15.	Corporation Bank
12.	Bank of Maharashtra	16.	Dena Bank
17.	Indian Bank	18.	Indian Overseas Bank
19.	Oriental Bank of Commerce	20.	Punjab National Bank
21.	Punjab & Sind Bank	22.	Syndicate Bank
23.	Union Bank of India	24.	United Bank of India
25.	UCO Bank	26.	Vijaya Bank
27.	Bank of Baroda		

Bid Document No.

EESL/06/2013-14/AgDSM-03/HESCOM Phase II

Implementation of AgDSM Project at HESCOM II, Hubli. **SECTION - VI (Forms & Procedure)**

Page 7 of 23

**(C) SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
27.	Bank of Rajasthan	41.	Sangli Bank Ltd.
28.	Bharat Overseas Bank Ltd.	42.	South Indian Bank Ltd.
29.	Catholic Syrian Bank	43.	Tamilnad Mercantile Bank Ltd.
30.	City Union Bank	44.	United Western Bank Ltd.
31.	Dhanalakshmi Bank	45.	ING Vysya Bank Ltd.
32.	Federal Bank Ltd.	46.	UTI Bank Ltd.
33.	Jammu & Kashmir Bank Ltd.	47.	S.B.I. Commercial & International Bank Ltd.
34.	Karnataka Bank Ltd.	48.	Ganesh Bank of Kurundwad Ltd.
35.	Karur Vysya Bank Ltd.	49.	INDUSIND Bank Ltd.
36.	Lakshmi Vilas Bank Ltd.	50.	ICICI Bank Ltd.
37.	Lord Krishna Bank Ltd.	51.	HDFC Bank Ltd.
38.	Nainital Bank Ltd.	52.	Centurion Bank of Punjab Limited
39.	Kotak Mahindra Bank	53.	Development Credit Bank Ltd.
40.	Ratnakar Bank Ltd.	54.	Yes Bank

**(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
55.	Abu Dhabi Commercial Bank Ltd.	71.	Sonali Bank
56.	ABN Amro Bank Ltd.	72.	Standard Chartered Bank
57.	American Express Bank Ltd.	73.	J.P Morgan Chase Bank
58.	Bank of America NA	74.	State Bank of Mauritius
59.	Bank of Bahrain & Kuwait	75.	Development Bank of Singapore
60.	Mashreq Bank	76.	Bank of Ceylon
61.	Bank of Nova Scotia	77.	Bank International Indonesia
62.	The Bank of Tokyo-Mitsubishi UFJ Limited.	78.	Arab Bangladesh Bank
63.	Calyon Bank	79.	Cho Hung Bank
64.	BNP Paribas	80.	China Trust Bank
65.	Barclays Bank	81.	Mizuho Corporate Bank Ltd.
66.	Citi Bank	82.	Krung Thai Bank
67.	Deutsche Bank	83.	Antwerp Diamond Bank N.V. Belgium
68.	The Hong Kong and Shanghai Banking Corporation Ltd.	84.	Internationale Nederlanden Bank N.V. (ING Bank)
69.	Oman International Bank	85.	Bank of China Ltd.

Bid Document No.

EESL/06/2013-14/AgDSM-03/HESCOM Phase II

Implementation of AgDSM Project at HESCOM II, Hubli. **SECTION - VI (Forms & Procedure)**

Page 8 of 23



<b>70.</b>	Societe Generale		
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**(E) PUBLIC SECTOR BANK**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>86.</b>	IDBI Ltd.		

**ATTACHMENT - 3**

Page 1 of 1

**INVESTMENT & IMPLEMENTATION PARTNER FOR AgDSM PROJECT (IIP-AgDSM) AT  
HUBLI OF HESCOM.**

**BIDDING DOCUMENT NO.**

**EESL/06/2013-14/AgDSM-03/HESCOM II Dated**

**POWER OF ATTORNEY**

**BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT**

**ATTACHMENT - 4**

Page 1 of 2

**INVESTMENT & IMPLEMENTATION PARTNER FOR AgDSM PROJECT (IIP-AgDSM) AT**

HUBLI OF HESCOM.

BIDDING DOCUMENT NO.

**EESL/06/2013-14/AgDSM-03/HESCOM II Dated 20.02.2014**

**(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)**

**(To be submitted in separate sealed envelope1 along with Bid)**

Bidder's Name & Address

To,

AGM (Contracts)  
Energy Efficiency Services Limited.  
Hall no. 2, 3<sup>rd</sup> Floor  
15, NBCC Tower  
Bhikaji Cama Place,  
New Delhi -110066

Sub :

1.0 With reference to our bid proposal no.....dated.....**for Investor and Implementation Partner for AgDSM Project at Hubli of HESCOM (Karnataka) (Bidding document/ Package no. EESL/06/2013-14/AgDSM-03/HESCOM II Dated 20.02.2014**, we hereby confirm that we have read the following provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.

- |  |   |   |
|--|---|---|
| (a) Governing Laws   | - | Clause 5 of GCC (Clause 7 of ITB)       |
| (b) Settlement of Disputes   | - | Clause 6 of GCC (Clause 12 of ITB)      |
| (c) Terms of payment   | - | Clause 12 of GCC(Clause 1.0 of SCC)     |
| (d) Performance Security   | - | Clause 13.3 of GCC (Clause 5.13 of ITB) |
| (e) Taxes and Duties   | - | Clause 14 of GCC (Clause 8 of ITB)      |
| (f) Completion Time Guarantee-   |   | Clause 26.2 of GCC (Clause 9 of ITB)    |
| (g) Defects Liability  | - | Clause 27 of GCC(Clause 10 of ITB)      |
| (h) Functional Guarantee   | - | Clause 28 of GCC(Clause 11 of ITB)      |
| (i) Patent Indemnity   | - | Clause 29 of GCC(Clause 2.25 of ITB)    |
| (j) Project information, Estimation,<br>Assumptions and conditions for Evaluation- |   | As per Tables in price bid              |
| (k) Minimum guaranteed average energy saving offered for six year:                 |   | 32%                                     |

We further confirm that any deviation to the above clauses at sl. No. a) through k) found anywhere in our bid proposal , implicit or explicit, shall stand unconditionally withdrawn,

without any implication to EESL.

Date :

Signature:

Place:

Printed Name:

Designation:

Common Seal

**Note : The above certificate is to be submitted in a separate sealed envelope. In the absence of this certificate in a separate sealed envelope, the bid shall be rejected and shall be returned unopened. Bidder can take a print out of it and sign.**

**ATTACHMENT - 5**

**Page 1 of 1**

**Name of work**  
**BIDDING DOCUMENT NO.**  
**(Deviations)**

Bidder's Name and Address :

To  
AGM (Contracts)  
Energy Efficiency Services Ltd.  
Hall No: 2, 3<sup>rd</sup> Floor, NBCC Towers,  
Bhikaji Cama Place, New Delhi – 110066

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and

specification of the bidding documents for IIP-AgDSM at Hubli of Hubli Electricity Supply Company Limited (HESCOM) Karnataka. These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment-4. We shall withdraw the deviations proposed by us in this Attachment -4 at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment-4, save those pertaining to any rebates offered, shall not be given effect to:

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

B. TECHNICAL DEVIATIONS :

Date : (Signature).....

Place : (Printed Name)

.....

(Designation).....

(Common Seal) .....

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

**Attachment 6**

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

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

Ref.: .....

Bank Guarantee No.....

Date.....

To

Energy Efficiency Services Limited,  
Hall no. 2, 3<sup>rd</sup> Floor, 15-NBCC Tower,  
Bhikaji Cama Place,  
New Delhi – 110 066.

Dear Sirs,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at .....( hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns ), a Contract by issue of Owner's Letter of Intent No.....dated .....and the same having been unequivocally accepted by the Contractor and the contractor ( Scope of Contract ) having agreed to provide a

Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \*  
..... % (percent) of the said value of the Contract to the Owner.

We .....(Name & address ) having its Head Office at  
.....( hereinafter referred to as the 'Bank', which expression shall, unless  
repugnant to the context or meaning thereof, include its successors administrators, executors and  
assigns ) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by  
the Contractor to the extent of .....as aforesaid at any time up to  
.....(days/months/year) without any demur, reservation, contest,  
recourse or protest and / or without any reference to the Contractor. Any such demand made by the  
Owner and Contractor or any dispute pending before any court, tribunal or any other authority. The  
Bank undertakes not to revoke this guarantee during its currency without previous consent of other  
Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the  
owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under  
this guarantee from time to time to extent the time for performance of the Contract by the Contractor.  
The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to  
time the exercise of any powers vested in them or of any right which they to enforce or to forbear to  
enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any  
other course of or remedy or security available to the owner. The Bank shall not be released of its  
obligations under these presents by any exercise by the owner of its liberty with reference to the  
matters aforesaid on any of other indulgence shown by the owner or by any other matter or thing  
whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the  
Bank as a Principal debtor, in the first instance without proceeding against the Contractor and not  
withstanding any security or other guarantee that the owner may have in relation to the Contractor's  
liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted  
to.....and it shall remain in force up to and  
including\*\*.....and shall be extended from time to time for such period (not  
exceeding one year), as may be desired by M/s.....on whose behalf this guarantee  
has been given.

Witness

Dated this .....day of.....at.....

Witness

.....

Signature

.....

Name

Signature

.....

Bank's Rubber Stamp

.....  
Official Address

.....

Name

Designation with Bank Stamp

Attorney as per power of Attorney No..... dated.....

**BANK GUARANTEE CHECK LIST**

1	Bank Guarantee No.	
2	Issuing Bank	
4	Nature of BG & No. of Pages	
5	Validity of BG	
6	Package Description	
7	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
8	Bank Reference	

### **CHECK LIST**

<b>S.No.</b>	<b>Details of Checks</b>	<b>YES / NO</b>
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor ? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank , whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG ?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma ?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents ?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of EESL in any manner ) ?	
h)	Incase of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG ?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant ?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents ?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	



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

**SCHEDULED COMMERCIAL BANKS**

**A. SBI and Associates**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>1.</b>	State Bank of India	<b>5.</b>	State Bank of Mysore
<b>2.</b>	State Bank of Bikaner and Jaipur	<b>6.</b>	State Bank of Patiala
<b>3.</b>	State Bank of Hyderabad	<b>7.</b>	State Bank of Saurashtra
<b>4.</b>	State Bank of Indore	<b>8.</b>	State Bank of Travancore

**B. Nationalised Banks**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>19.</b>	Allahabad Bank	<b>28.</b>	Indian Overseas Bank
<b>20.</b>	Bank of India	<b>29.</b>	Oriental Bank of Commerce
<b>21.</b>	Bank of Maharashtra	<b>30.</b>	Punjab National Bank
<b>22.</b>	Canara Bank	<b>31.</b>	Punjab & Sind Bank
<b>23.</b>	Central Bank of India	<b>32.</b>	Syndicate Bank
<b>24.</b>	Corporation Bank	<b>33.</b>	Union Bank of India
<b>25.</b>	Dena Bank	<b>34.</b>	United Bank of India
<b>26.</b>	Indian Bank	<b>35.</b>	UCO Bank
<b>27.</b>	Vijaya Bank	<b>36.</b>	Bank of Baroda

**C. Foreign Banks**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>37.</b>	Bank of America NA	<b>44.</b>	Standard Chartered Bank
<b>38.</b>	The Bank of Tokyo-Mitsubishi UFJ Limited.	<b>45.</b>	Societe Generale
<b>39.</b>	BNP Paribas	<b>46.</b>	Barclays Bank
<b>40.</b>	Calyon Bank	<b>47.</b>	ABN Amro Bank N. V.
<b>41.</b>	Citi Bank N.A.	<b>48.</b>	Bank of Nova Scotia
<b>42.</b>	Deutsche Bank A. G.	<b>49.</b>	Development Bank of Singapore
<b>43.</b>	The Hong Kong and Shanghai		

	Banking Corporation Ltd.		
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**D. SCHEDULED PRIVATE BANKS**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>50.</b>	ING Vysya Bank Ltd.	<b>53.</b>	UTI Bank Ltd.
<b>51.</b>	ICICI Bank Ltd.	<b>54.</b>	YES Bank
<b>52.</b>	HDFC Bank Ltd.		

**E. Other Public Sector Banks**

<b>Sl.No.</b>	<b>Name of Banks</b>	<b>Sl. No.</b>	<b>Name of Banks</b>
<b>56.</b>	IDBI Ltd.		

## 5. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the.....day of.....20.....

BETWEEN

(1) *[Name of Employer]* , a corporation incorporated under the laws of *[country of Employer]* and having its principal place of business at *[address of Employer]* (hereinafter called “the Employer”), and (2) *[name of Contractor/consortium]*, a corporation incorporated under the laws of *[country of Contractor]* and having its principal place of business at *[address of Contractor]* (hereinafter called “the Contractor”)

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *[list of facilities]* (“the Facilities”) and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article Documents 1.

#### 1.1 Contract.

Contract Documents (Reference GCC Clause 2) The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Notification of Award
- (c) General Conditions of Contract
- (d) Technical Specifications and Drawings
- (e) The Bid and Price Schedules submitted by the Contractor
- (f) Procedures (as listed)

#### 1.2 Order of Precedence (Reference GCC Clause 2).

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

#### 1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

### Article 2. Contract Price and Payment

#### 2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words]*, *[amount in figures]*, and *[amount of local currency in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

## **2.2 Terms of Payment (Reference GCC Clause 12)**

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

## **Article 3 Effective Date for Determining Time for Completion**

### **3.1 Effective Date (Reference GCC Clause 1)**

The Time of Completion of the Facilities shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security, security towards faithful performance of the Deed(s) of Joint Undertaking (if applicable) and the advance payment security;
- (c) The Employer has paid the Contractor the Advance Payment.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

3.3 However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Contractor, the Contract will be effective from the date of Notification of Award. In this case, Contract price and/or time for completion shall not be adjusted.

## **Article 4.**

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this Agreement.

## **Article 5.**

**Appendices**

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above writ-ten.

Signed by for and on behalf of the Employer

---

*[Signature]*

---

*[Title]*

in the presence of \_\_\_\_\_

Signed by for and on behalf of the Contractor

*[Signature]*

---

*[Title]*

in the presence of \_\_\_\_\_

**CONTRACT AGREEMENT**

dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN

---

*[“the Employer”]*

and

---

*[“the Contractor”]*

## APPENDICES

Appendix 1 Term and Procedures of Payment –As per tender documents

Appendix 2 Price Adjustment –NOT APPLICABLE

Appendix 3 Insurance Requirements – 100% insurance for materials

Appendix 4 Time Schedule – As per bid documents

Appendix 5 List of Approved Subcontractors , if any

Appendix 6 Scope of Works and Supply by the Employer –As per tender documents

Appendix 7 List of Documents for Approval or Review – TO BE DISCUSSED WITH WINNING BIDDER

Appendix 8 Functional Guarantees –NOT APPLICABLE

## TERMS AND PROCEDURES OF PAYMENT

*In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break down given in the Section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.*

## Attachment 8

### To be Submitted In Envelope I

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

**To:**  
**The AGM (Tech & Contracts)**  
**Energy Efficiency Services Limited (EESL),**  
**Hall No. 2, 3<sup>rd</sup> Floor, 15-NBCC Tower,**  
**Bhikaji Cama Place, New Delhi – 110066.**

Sub: Letter of Acceptance of EESL Fraud Policy  
Ref: NIT/RFP No.

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of EESL and undertake that we along with our associate / collaborator /sub contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature .....

Printed Name .....

Designation.....

Common Seal.....

Date:  
Place:

**FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE [www.eesl.co.in](http://www.eesl.co.in)**