

DETAILED INVITATION FOR BIDS (IFB)

FOR

“Procurement and Supply of Electric Cycles for promoting micro mobility solutions in Bihar”

ISSUED BY



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



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PROCUREMENT OF GOODS

Bidding Document for Procurement of

Goods/4 and Procurement and Supply of Electric
Cycles for promoting micro mobility solutions in Bihar

Issued on: 05.10.2026

Invitation for Bids No.: CESL/06/2026-27/E-Bicycle/262710008

OCB No.: CESL/06/2026-27/E-Bicycle/262710008

Purchaser: Convergence Energy Services Limited (CESL)

Country: India



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Section 1: Instructions to Bidders

The Instructions to Bidders (ITB) specify the procedures that regulate the bidding process. The ITB contains standard provisions that have been designed to remain unchanged and to be used without modifying their text. The ITB clearly identifies the provisions that may need to be specified for a particular bidding process and requires that such specification be introduced through the Bid Data Sheet (BDS).

The ITB is not a Contract document and, therefore, is not a part of the Contract.

Table of Contents

A. General	4
1. Scope of Bid	4
2. Source of Funds	4
3. Fraud and Corruption	4
4. Eligible Bidders	5
5. Eligible Goods and Related Services	7
B. Contents of Bidding Document	7
6. Sections of the Bidding Document	7
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	8
8. Amendment of Bidding Document	8
C. Preparation of Bids	8
9. Cost of Bidding	8
10. Language of Bid	9
11. Documents Comprising the Bid	9
12. Bid Submission Sheet and Price Schedules	9
13. Alternative Bids	9
14. Bid Prices and Discounts	9
15. Currencies of Bid and Payment	11
16. Documents Establishing the Eligibility of the Bidder	11
17. Documents Establishing the Eligibility of the Goods and Related Services	11
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	11
19. Documents Establishing the Qualifications of the Bidder	12
20. Period of Validity of Bids	12
21. Bid Security/ Bid-Securing Declaration	12
22. Format and Signing of Bid	13
D. Submission and Opening of Bids	13
23. Sealing and Marking of Bids	13
24. Deadline for Submission of Bids	14
25. Late Bids	14
26. Withdrawal, Substitution, and Modification of Bids	14
27. Bid Opening	14
E. Evaluation and Comparison of Bids	15
28. Confidentiality	15
29. Clarification of Bids	15
30. Qualification of the Bidder	15
31. Deviations, Reservations, and Omissions	16
32. Determination of Responsiveness	16
33. Nonmaterial Nonconformities	16
34. Correction of Arithmetical Errors	16
35. Conversion to Single Currency	17
36. Domestic Preference	17
37. Financial Evaluation	17
38. Lowest Evaluated Bid	17



Signature: _____
Subject: Bid for the supply of _____
Serial No: 42B5AC49A8F409F7A17642029CA001A5

39.	Abnormally Low Bids	18
40.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	18
F.	Award of Contract	18
41.	Award Criteria	18
42.	Notice of Intention for Award of Contract.....	18
43.	Purchaser's Right to Vary Quantities at Time of Award.....	18
44.	Invitation to Finalization of the Draft Contract Before Notification of Award.....	19
45.	Standstill Period.....	19
46.	Notification of Award	19
47.	Signing of Contract	20
48.	Performance Security	20
49.	Bidding-Related Complaints	20



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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of Contracts/lots of the open competitive bidding (OCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.

2. Source of Funds

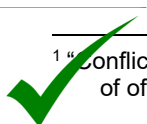
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

- 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB’s Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and
 - (vi) “integrity violation” means any act, as defined under ADB’s Investigation and Enforcement Framework (as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: failure to disclose and manage conflict of interest,¹ obstructive practice, violations of ADB debarment,

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¹ “Conflict of interest means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.



retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose enforcement and disclosure actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and investigation and Enforcement Framework, including declaring ineligible, either indefinitely or for a stated period of time, to participate² in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework.
- 3.3 All Bidders, consultants, contractors, and suppliers shall require their officers, directors, employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1(a)(iii) of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5— or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all parties to the Joint Venture shall be jointly and severally liable; and

² Whether as a Contractor, Subcontractor, Consultant, Manufacturer, or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

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- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
- (f) a Bidder, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or
- (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

4.4 A firm will not be eligible to participate in any procurement activities under an ADB- financed, - administered, or -supported project while under suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the execution

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of a Bid–Securing Declaration.

- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person, or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

5. Eligible Goods and Related Services

- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services. At the Purchaser's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of the Bidding Document

- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC) including attachments
- Section 9 Contract Forms (COF)

- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may



result in the rejection of the Bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 7.2 The Bidder is advised to visit and examine the location where Goods need to be delivered and installed, if applicable and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchase to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Purchaser not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or



Bidder shall bear all costs associated with
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haser shall in no case be responsible or li
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outcome of the bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet; and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (i) list of subcontractors, in accordance with ITB 18.4; and
 - (j) any other document required in the BDS.
- 11.2 The Bidder shall furnish in the Bid Submission Sheet information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 11.3 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Bid Submission Sheet and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

13. Alternative Bids

- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the

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prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
 - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin ex warehouse, ex showroom, or off-the-shelf;
 - (ii) sales tax and all other taxes applicable in the quoted Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
 - (b) for Goods offered from outside the Purchaser's country:
 - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
 - (iii) the total price for the item.
 - (c) for Related Services whenever such are specified in the Schedule of Supply:
 - (iv) the local currency cost component of each item comprising the Related Services; and
 - (v) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales, and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected.
- 14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual



Signature : "BIDDERS" (BIDDERS)
ID : 42B5AC49A8F409F7A17642029CA001A5
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

- 14.9 All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any freely convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents Establishing the Eligibility of the Bidder

- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

17. Documents Establishing the Eligibility of the Goods and Related Services

- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 18.4 For major Goods and Related Services as listed by the Purchaser in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

19. Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts—stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 19.4 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security/ Bid-Securing Declaration

- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
- (b) an irrevocable letter of credit, or
- (c) a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon signing the contract with the successful Bidder's furnishing of the performance security pursuant to ITB 48.

- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the

Signature :-
Signature :- "DEEPAK MITTAL", SERIAL NUMBER :- 8d875733413307cd0f1318a14f0
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



required performance security.

- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 47;
 - (ii) furnish a performance security in accordance with ITB 48; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 34.
- 21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
- 22. Format and Signing of Bid**
- 22.1 The Bidder shall prepare one original set of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 22.4 A Bid submitted by a Joint Venture shall be signed so as to be legally binding on all partners.
- 22.5 For electronic bid submission, procedures for format and signing of the bid shall be as specified in the BDS.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:
- Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE," and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
 - Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS. In such case, manual bid submission shall not be permitted.



- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address (or electronic portal) and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.4 If electronic bid submission is used, Bidders shall follow the procedures for withdrawal, substitution, and modification specified in the BDS.

27. Bid Opening

- 27.1 The Purchaser shall open the Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required, if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be



permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 25.1.
- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

- 28.1 Information relating to the examination, qualification, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, qualification, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, qualification, evaluation, comparison of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder with regard to its bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB 33.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

30. Qualification of the Bidder

- 30.1 The Purchaser shall determine to its satisfaction whether the Bidder is qualified to perform the Contract satisfactorily.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.

- 30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 30.2. A negative determination shall result in disqualification of the Bid, in which event the



Purchaser shall proceed to the next Most Advantageous Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31. Deviations, Reservations, and Omissions

31.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

32. Determination of Responsiveness

32.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

32.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

32.3 The Purchaser shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.

32.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

33. Nonmaterial Nonconformities

33.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.

33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

34. Correction of Arithmetical Errors

34.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price in which case the total price as quoted shall govern and the unit price shall be corrected.



Signature: _____
Subject: _____
1a5e416871b8018b35d861c5f6105ae87, ST=Delhi, QID:2.5.4.17=110003,
QID:11.4.1.1=110003, QID:11.4.1.2=110003, QID:11.4.1.3=110003,
1ba479b3326b3, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, CN=_____
User: _____
Serial No : 42B5AC49A8F409F7A17642029CA001A5

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

34.2 If the Bidder that submitted the Most Advantageous Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.

35. Conversion to Single Currency

35.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

36. Domestic Preference

36.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

37. Financial Evaluation

37.1 Provided that a Bid is substantially responsive with the technical evaluation in accordance with Section 3 (Evaluation and Qualification Criteria), the Purchaser will proceed with the detailed evaluation of financial aspects. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

37.2 To evaluate a Price Bid, the Purchaser shall consider the following:

- (a) the bid price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;
- (e) assessment whether the bid is abnormally low in accordance with ITB 39;
- (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
- (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35.

37.3 The Purchaser's evaluation of a bid will exclude and not take into account,

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

37.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the first ranked of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).

38. Lowest Evaluated Bid

38.1 The Purchaser will proceed with the comparison of the Bids prices amongst the substantially responsive bids. The Bid with the lowest price will be determined as the Most Advantageous Bid.

Signature : CN="DEEPAK MITTAL", SERIALNUMBER=8d879733413307cddc1b5181cf4f9
Subject: C=IN, O=CONVERGENCE ENERGY SERVICES LIMITED, OU=DEPUTY MANAGER CONTRACTS, email=deepak.mittal@convergenceenergy.com
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d02b5ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

39. Abnormally Low Bids

- 39.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.
- 39.2 When the offered bid price of the Most Advantageous Bid appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:
- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
 - (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
 - (c) decide whether to accept or reject the bid.
- 39.3 With regard to ITB 39.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction/installation method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods, works, equipment or services proposed.
- 39.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
 - (b) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.
- 39.5 A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next Most Advantageous Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 40.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

41. Award Criteria

- 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined in line with ITB 35 to ITB 38 above to be the Most Advantageous Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Notice of Intention for Award of Contract

- 42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.
- 42.2 Prior to the expiration of the period of bid validity the Purchaser shall transmit the Notice of Intention for Award of Contract using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing.

- #### 44. Invitation to Finalization of the Draft Contract Before Notification of Award³

- #### 45. Standstill Period

- #### 46. Notification of Award

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3 The Pu
awa

- (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- (f) successful Bidder's Beneficial Ownership Disclosure Form.

47. Signing of Contract

- 47.1 The Purchaser shall send the successful Bidder the Contract Agreement together with or promptly after the issuance of Letter of Acceptance.
- 47.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

48. Performance Security

- 48.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.
- 48.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next Most Advantageous Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

49. Bidding-Related Complaints

- 49.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Section 2: Bid Data Sheet

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information shall be provided, and no clause shall be left blank.

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: CESL/06/2026-27/E-Bicycle/262710008
ITB 1.1	The Purchaser is: Convergence Energy Services Limited (CESL)
ITB 1.1	The name of the open competitive bidding (OCB) is: Procurement and Supply of Electric Cycles for promoting micro mobility solutions in Bihar The identification number of the OCB is: Goods/4s The number and identification of lots comprising this OCB is: None.
ITB 2.1	The Borrower is: Government of India
ITB 2.1	The name of the Project is: Scaling up Demand-Side Energy Efficiency Sector Project, TA - 9874

B. Contents of Bidding Document

ITB 7.1	For clarification purposes only, the Purchaser's address is: Sh. Deepak Mittal, Manager (Procurement) Convergence Energy Services Limited (CESL) 9th Floor, Jeevan Prakash Building, 25, KG Marg, Atul Grove Road, Janpath, Connaught Place, New Delhi, Delhi 110001 Telephone: 9111-42259600 Email address: ceslcontracts@eesl.co.in; dmittal@eesl.co.in Web page: https://cesl.eproc.in/ProductCESL/publicDash
ITB 7.4	A Pre-Bid meeting will take place. Date: <u>13.10.2026</u> Time: <u>14:30 Hrs</u> Place: <u>CESL Office, New Delhi and through video conferencing through team meeting, link is:</u> <u>Join- https://teams.microsoft.com/join/472199355490609?p=inJpiWqT3evh71bXuN</u>

[illegible]

	Meeting ID: 472 199 355 490 609 Passcode: NZ2v9Rz3 A site visit conducted by the Purchaser will not be organized.
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C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.1(j)	The Bidder shall submit with its Bid the following additional documents: (i) Original Demand Draft (DD) towards Bidding Document fee of the amount ₹25,000. (ii) Bid Security (in Original) in accordance with clause 21 of BDS, Section – 2 (the format is attached as Attachment-2, Section-4: Bidding Forms) (iii) Technical Certifications: a. Electric cycles to be certified as per Central Motor Vehicle Rules (CMVR) from ARAI/ICAT or any other Indian government certified agency (iv) The technical certifications listed above shall correspond to and be consistent with the product and component-wise test certificates, self declaration
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted
ITB 14.5	The Incoterms edition is: Incoterms 2020 Edition
ITB 14.6(b)(i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: 2020 edition (CIP Price)
ITB 14.6(b)(ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: 2020 edition
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 19.2	The Bidder shall include with its bid the Manufacturer's Authorization for the following item(s): Electric Bicycle (Cargo). The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor, or reseller of the goods being procured.
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country
ITB 20.1	The bid validity period shall be 180 days.
ITB 21.1	The Bidder shall furnish a bid security in the amount of ₹10.50 Lakhs in the form of a Demand Draft (DD), Bank Guarantee (BG), or through electronic fund transfer modes such as RTGS/NEFT. Where the Bid Security is furnished through RTGS/NEFT, the Bidder shall remit the amount to the following account and upload proof of successful transfer (UTR/transaction reference) along with the Bid: Beneficiary Name: Convergence Energy Services Limited (CESL) Account Name: Convergence Energy Services Limited Account Number: 000705051799 Account Type: Current

Signature :
Subject: CN="DEEPAK MITTAL", O="CONVERGENCE ENERGY SERVICES LIMITED", C=IN
1a5d4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7666f5638e51e783c366f2195d258477ba12248a740285e30
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



	Bank Name & Branch: ICICI Bank, New Delhi Branch IFSC Code : ICIC0000007 MICR Code : 110229002 The remitted amount shall be credited to the Purchaser's account on or before the deadline for submission of Bids, failing which the Bid may be rejected as nonresponsive.
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: Not applicable for electronic procurement
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of attorney / board resolution specifying the signatory's authority and shall be uploaded along with the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
ITB 22.2	The Bidder shall submit an acceptable authorization within 7 days from the date of the Purchaser's request.
ITB 22.5	Electronic procedures for format and signing of the bid shall be: as per ITB 23.1 (b)

D. Submission and Opening of Bids

ITB 23.1	Bidders shall submit their Bids electronically. - Bidders shall submit Bids only electronically through the e-Tendering platform https://cesl.eproc.in - Hard Copy submission of Bids is not permitted and shall not be accepted. - Bidders should enroll online in the e-Tendering platform - Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering platform to complete online enrolment and bid submission. - The Bidder is advised to submit its bid online in the e-Tendering platform well in advance before the prescribed time. Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.
ITB 23.1(b)	Electronic bidding submission procedures shall be: - The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. The Purchaser shall not accept bids submitted in manual form. - The Bidder shall take due precaution to upload bid documents including the price bid document onto the envelopes defined in the e-Tendering platform. 'e-Tendering' means submission of a digitally signed bid (by a valid digital certificate which has been issued by a licensed Certifying Agency (as approved by Controller of Certifying Agency) which is stored in Time Stamped electronic sealed tender box. - Bidder seeking to participate in the bidding process, shall have to procure a suitable class of Digital Certificate as per Information Technology Act, 2000 and accepted by the e-Tendering platform using which it shall digitally sign and submit its electronic bids online. Bidder can procure the same from any CCA approved Certifying Authority. e) Online bids will have to be digitally signed and submitted in a Time stamped electronic

Signature :-
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 1a5e2168f1b80e2b35c0a11f0c5e30932444f2420a6d0d05e2e
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 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

	25, KG Marg, Atul Grove Road, Janpath, Connaught Place, New Delhi, Delhi 110001 Telephone: +91 11-42259600 Date: 29.10.2026 @1500 Hrs (IST)
ITB 27.1	The electronic bid opening procedure shall be as follows: a) The Purchaser shall electronically open the bids received through the e-Tendering platform (https://cesl.eproc.in) at the date and time specified in the Bidding Data Sheet. b) Only bids submitted electronically prior to the bid submission deadline shall be considered for opening. c) The Bids shall be opened in the presence of the bidders' designated representatives who choose to attend the bid opening event electronically or as otherwise permitted by the Purchaser. d) The Purchaser shall verify the integrity of the electronic submissions and confirm that the bids have been received in the electronic tender box before the stipulated deadline. e) Information such as the Bidder's name, confirmation of bid submission, Bid Security details, and any other information deemed appropriate by the Purchaser shall be announced and recorded at the time of bid opening. f) A record of the electronic bid opening shall be generated and maintained by the Purchaser through the e-Tendering platform.
ITB 27.3	In view of the electronic bid submission and electronic bid opening process, the requirement for initialing the Bid Submission Sheet and Price Schedules by representatives of the Purchaser shall not apply.

E. Evaluation and Comparison of Bids

ITB 30.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 35.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees (INR) The source of the selling exchange rate shall be: Not Applicable The date for the selling exchange rate shall be: Not Applicable
ITB 36.1	Domestic preference "shall" apply.

F. Award of Contract

ITB 43.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 45.1	Standstill provisions shall not apply.
ITB 49.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Directive for ADB Borrowers. The Bidder should submit its complaint following these procedures, in writing, to: For the attention: Mr. Rajneesh Rana Title/position: Head (Convergence) Purchaser: Convergence Energy Services Limited (CESL) E-mail address: head-cesl@eesl.co.in

Signature : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Section 3: Evaluation and Qualification Criteria

The purpose of the Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Most Advantageous Bid. The Purchaser must prepare the EQC and include it as a part of the Bidding Document. The EQC is not a Contract document and, therefore, it is not a part of the Contract.

Table of Criteria

1. Qualification	41
Contract Type A: Off-the-Shelf Items.....	Error! Bookmark not defined.
1.1 Eligibility	Error! Bookmark not defined.
1.1.3 ADB Eligibility	Error! Bookmark not defined.
1.1.4 Government-Owned Enterprise.....	Error! Bookmark not defined.
1.1.5 United Nations Eligibility	Error! Bookmark not defined.
1.2 Experience and Technical Capacity.....	Error! Bookmark not defined.
1.2.1 Contractual Experience	Error! Bookmark not defined.
1.3 Financial Situation	Error! Bookmark not defined.
1.3.1 Historical Financial Performance.....	Error! Bookmark not defined.
1.3.2 Size of Operation (Average Annual Turnover) (optional).....	Error! Bookmark not defined.
Contract Type B: Custom-Designed, High-Value, and Technically Complex Items....	Error! Bookmark not defined.
1.1 Eligibility	41
1.1.1. Nationality	41
1.1.2 Conflict of Interest.....	41
1.1.3 ADB Eligibility	41
1.1.4 Government-Owned Enterprise.....	41
1.1.5 United Nations Eligibility	41
1.2 Historical Contract Nonperformance	42
1.2.1 History of Nonperforming Contracts	42
1.2.2 Suspension Based on Execution of Bid-Securing Declaration.....	42
1.2.3 Pending Litigation and Arbitration (<i>optional</i>).....	43
1.3 Experience and Technical Capacity.....	43
1.3.1 Contractual Experience	43
1.3.2 Technical Experience.....	43
1.3.3 Production Capacity	44
1.4 Financial Situation	44
1.4.1 Historical Financial Performance.....	44
1.4.2 Size of Operation (Average Annual Turnover).....	45
1.4.3 Cash Flow Capacity.....	Error! Bookmark not defined.
2. Evaluation	46
2.1 Technical Evaluation.....	46
2.1.1 Determination of Substantial Responsiveness.....	46
2.2 Financial Evaluation	46
2.3 Multiple Lots (Contracts).....	48



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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

1. Qualification

1.1 Eligibility

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

1.1.1. Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI - 1 and ELI – 2 with attachments
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1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
--	-----------------------	-----------------------	-----------------------	----------------	----------------------

1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet Requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI - 1 and ELI – 2 with attachments
--	-----------------------	-----------------------	-----------------------	----------------	--

1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
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Signature :
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 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

1.2 Historical Contract Nonperformance

1.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
Nonperformance of a contract did not occur as a result of supplier's default since 1 January 2023.	Must meet requirement	Must meet requirement ^a	Must meet requirement ^b	Not applicable
				Form CON - 1

^a Nonperformance, as decided by the Purchaser, shall include all contracts where, any of the two conditions below have been met:

1) a) the contract was terminated for cause by the purchaser due to the supplier's default(s) in fulfilling its obligations, and

b) the supplier did not challenge such termination and/or call of the performance security or purchaser's claims, including referral to the dispute resolution mechanism under the respective contract

or

c) contracts that were so challenged, but fully settled against the supplier.

OR

2) (a) the performance security was called partly or wholly,

or

(b) claims were made against the supplier by the purchaser due to the supplier's default(s), which have led to works not being completed, i.e. taking-over certificate not having been issued;

and

(c) the supplier did not challenge the call of the performance security or purchaser's claims, including referral to the dispute resolution mechanism under the respective contract

or

(d) contracts that were so challenged, but fully settled against the supplier as a result of the dispute resolution mechanisms.

In cases where challenged by the supplier, Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

1.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
Not under suspension based on Bid-Securing Declaration	Must meet	Must meet	Must meet	Not
				Bid Submission

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d87573341307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	requirement	requirement	requirement	applicable	Sheet
---	-------------	-------------	-------------	------------	-------

1.2.3 Pending Litigation and Arbitration:

Pending litigation and arbitration criterion *shall not apply*^a

Criteria	Compliance Requirements			Documents

1.3 Experience and Technical Capacity

1.3.1 Contractual Experience (Not Applicable)

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
Successful completion as main supplier within the last..... ^a years, of at least ^b contracts each valued at..... ^c with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable
				Form EXP – 1 ^d

^d In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement.

1.3.2 Technical Experience

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
1. The Bidder shall demonstrate that the goods offered have been in production for at least last three (3) years from the original bid submission deadline. 2.-The Bidder shall demonstrate that bidder have sold a minimum of 1,350 units of electric bicycles in at least one of the last five (5) years ending on the originally scheduled bid submission date.	Must meet requirement	Must meet requirement	Not applicable	Not applicable
				Form EXP – 2 ^d

Signature: _____
 Date: _____
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

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^d In addition to the submission of Form EXP-2, the Bidder shall provide the Signed Contract Agreement/Proof of Supply.

1.3.3 Production Capacity

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder or manufacturer shall demonstrate ^a that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 3

^a Bidder or Manufacturer shall provide evidence of production output.

1.4 Financial Situation

1.4.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) financial years (FY 2023 ⁴ FY 2024 and FY 2025 to demonstrate the current soundness of the Bidder's financial position. The Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive. The net worth of the bidder should not be eroded by more than 30% in the last three (3) financial years (FY 2023, FY	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

⁴ FY 2023 refers to the financial year ending on 31 March 2024. The same convention will be followed for the subsequent financial years.

Signature :- DEEPAK MITTAL, C=IN
 S=42B5AC49A8F409F7A17642029CA001A5
 O=D 2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5



2024 and FY 2025					
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In case of partnership, ITR along with management signed accounts to be submitted, if audit is not required. In case of Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.

1.4.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of ₹10.44 crore over the last three (3) years (FY 2023, , FY 2024 and FY 2025	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN – 2

Bidder is not a Manufacturer

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section 4, Bidding Forms), the Bidder shall demonstrate that it meets the requirements for

- 1.1 Eligibility,
- 1.2 Historical Contract Nonperformance,
- 1.3.1 Contractual Experience,
- 1.4.1 Historical Financial Performance,
- 1.4.2 Size of Operation (Average Annual Turnover), and

The Manufacturer shall separately demonstrate that it meets the requirements for

- 1.1 Eligibility,
- 1.3.2 Technical Experience, and
- 1.3.3 Production Capacity.

If the procurement is for Goods that are well known internationally and are supplied by various dealers, such as vehicles and similar types of equipment, it may not be necessary to examine the technical experience and production capacity of the Manufacturer.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

2. Evaluation

The evaluation methodology shall be to determine the Most Advantageous Bid. The Most Advantageous Bid is the one that:

- (v) Is substantially responsive to the Bidding Document, and
- (vi) Has the lowest evaluated cost.

2.1 Technical Evaluation

2.1.1 Determination of Substantial Responsiveness

Prior to scoring the technical factors and/or sub-factors of the technical proposal, a determination of responsiveness shall be carried out in accordance with ITB 30 and ITB 32. This determination may include the verification of the following criteria:

Criteria	Compliance	Documents
Requirement	Single Entity or Joint Venture	Submission Requirements
Compliance to the requirement for a defined completion time (when no alternative completion time is allowed).	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Other compliance requirements indicated in the bidding document.	Must meet requirement without material deviation, reservation, or omission	Technical Proposal

2.2 Financial Evaluation

2.2.1 Detailed Financial Evaluation

Prior to financial scoring, it is necessary to conduct a detailed price comparison on the following criteria described below in addition to the criteria listed in ITB 37.2 (a–f), the evaluated bid price shall be determined using the following method:

The evaluated bid price shall be determined in accordance with ITB 37.2 and shall comprise the total cost of the Goods and Related Services quoted by the Bidder, adjusted for any arithmetic corrections, discounts, quantifiable nonmaterial nonconformities and omissions, and evaluation factors specified in this Section.

2.2.2 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

2.2.3 Domestic Preference.

Domestic Preference shall apply.

Signature
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
SERVICES LIMITED, C=IN, O=CONVERGENCE ENERGY
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



2.2.4 Method of Application

1. For comparison, responsive bids shall be classified in one of the following three groups:
 - (a) **Group A:** Bids exclusively offering goods manufactured in the country of the Borrower if the bidder establishes to the satisfaction of the Borrower and ADB that (i) labor, raw material, and components from within the country of the Borrower will account for 30% or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the time of bid submission.
 - (b) **Group B:** All other bids offering goods manufactured in the country of the Borrower.
 - (c) **Group C:** Bids offering goods manufactured abroad that have been already imported or that will be directly imported.
2. The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.
3. In the first step, all evaluated Bids in each group shall be compared to determine the Most Advantageous Bid in each group. Such bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the most advantageous, it shall be selected for the award.
4. If as a result of the comparison under paragraph 3 above, the Most Advantageous Bid is a Bid from group C, the Most Advantageous Bid from group C shall be further compared with the Most Advantageous Bid from group A after adding to the evaluated price of goods offered in the Bid from group C, for the purpose of this further comparison only, an amount equal to *[insert a percentage not exceeding 15%]* 15% of the r CIP bid price. The Most Advantageous Bid determined from this last comparison shall be selected.

2.2.5 Adjustment for Scope

2.2.5.1 Local Handling and Inland Transportation

Minor Omissions or Missing Items

Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

2.2.6 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

2.2.7 Operation and Maintenance Costs

Signature :- "Deepak Mittal" <deepak.mittal@convergenceenergy.com>
Email Address :- deepak.mittal@convergenceenergy.com
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Not Applicable

2.2.8 Spare Parts

Not Applicable

2.2.9 Performance and Productivity of the Goods

No additional evaluation adjustment shall be made for performance and productivity. The Goods shall comply with the technical specifications and performance requirements specified in Section 6 (Schedule of Supply).

2.3 Multiple Lots (Contracts)

Not Applicable



Signature :-
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Section 4: Bidding Forms

The Purchaser shall include in this Section all bidding forms that the Bidder must complete and include in its Bid.

Table of Forms

Bid Submission Sheet	50
Price Schedules	54
Price Schedule for Goods to Be Offered from Within the Purchaser's Country.....	55
Price Schedule for Goods to Be Offered from Outside the Purchaser's Country	56
Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country	56
Tables of Adjustment Data	Error! Bookmark not defined.
Bid Security and Bid-Securing Declaration	58
Bid Security	59
Bid-Securing Declaration	Error! Bookmark not defined.
Manufacturer's Authorization	60
Affiliate Company Guarantee	61
Technical Proposal	62
Bidder's Qualification.....	63
Form ELI – 1: Bidder's Information Sheet.....	64
Form ELI – 2: Joint Venture Information Sheet.....	65
Form CON – 1: Historical Contract Nonperformance	66
Form EXP – 1: Contractual Experience	67
Form EXP – 2: Technical Experience.....	68
Form EXP – 3: Production Capacity	69
Form FIN – 1: Historical Financial Performance	70
Form FIN – 2: Size of Operation (Average Annual Turnover)	71
Form FIN – 3: Cash Flow Capacity	72



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Bid Submission Sheet

NOTE

1. The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.
2. To be used for Single-Stage: One-Envelope Bidding Procedure.

Date:

Open Competitive Bidding (OCB) No.:

Invitation for Bid (IFB) No.:

Alternative No.:

[Insert identification no. if this is an alternative bid; if alternative bid is not permitted, delete this field]

To: [insert complete name of the Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Investigation and Enforcement Framework, both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: [insert a brief description of the goods and related services].
- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is

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

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

- (e) The discounts offered and the methodology for their application are as follows:
Discounts: If our Bid is accepted, the following discounts shall apply [specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]
Methodology of Application of the Discounts: The discounts shall be applied using the following method: [specify in detail the method that shall be used to apply the discounts]
- (f) Our Bid shall be valid for a period of [insert validity period as specified in ITB 20.1 of the Bid Data Sheet (BDS)] days starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain performance security in accordance with the Bidding Documents.

Signature :-
913521 : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5



(h) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

(i) Our firm, Joint Venture Partners, and Subcontractors or Suppliers for any part of the contract who are named in the Bid, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

(i) Parties involved in the conflict of interest: _____

(ii) Details about the conflict of interest: _____

(j) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Documents.

(k) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not subject to, or not controlled by any entity or individual that is subject to a suspension or a debarment imposed by the ADB or a debarment imposed by the ADB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the ADB and other development banks.⁵

(l) We have checked all the parties mentioned in the declaration above against ADB's Publicly Disclosed Debarment or Suspension Subregister accessed via <https://sanctions.adb.org/>.

(m) Our firm, Joint Venture partners, members of our respective management and supervisory board of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not suspended, debarred, declared ineligible, or subject to any international sanctions by any international organization, multilateral development bank and other donor agency.

If applicable, please state details:

(n) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, and parent company, in the last 10 years preceding the date of this bid submission sheet, have never been convicted of any criminal offense, or been subjected to any criminal, civil, or administrative orders, monitorship or enforcement actions, involving any integrity violation or on grounds comparable to any integrity violation.

If applicable, please state details:

(o) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, can make and receive payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

(i) Nature of the restriction:

(ii) Jurisdiction of the restriction:

(iii) Other relevant details:

⁵ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

Signature: CN=DEEPAK MITTAL, SERIALNUMBER=84871726123021451011816460
OID.2.5.4.20=fceebf5638e51e783c366f219d258477ea122d8e740265ec39
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

- (p) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Bid Submission Sheet.
- (r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].⁶
- (s) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁷

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

- (u) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (v) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (w) At any time following submission of our Bid,, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (x) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (y) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 3 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (z) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation

Signature :-
 Subject : "DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
 DN=CN=DEEPAK MITTAL, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

- ⁶ Use one of the above options.
⁷ If none has been paid, indicate "None".



to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in enforcement and disclosure, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework, both amended time to time.

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the bidder]*

Date: *[insert date of signing]*



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Price Schedules

The Bidder shall complete and submit with its Bid the Price Schedules pursuant to ITB 12 and in accordance with Part 2 Supply Requirements, Section 6 (Schedule of Supply). The list of items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Supply. This Guide helps the Purchaser and Bidder fill out all the required information in the Price Schedule Form.

The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any necessary alterations due to errors, etc., shall be signed by the Bidder.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page _____ of _____

Item	Description	Country of Origin	Domestic Value Added in Percentage	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per Item	Sales and Other Taxes per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
1	Cargo Electric Bicycle, incl. 3-year warranty, 1-year free maintenance	India	-	1,738 Nos.				
Total Amount								

Notes:

Column 4: In accordance with margin of preference ITB 37, if applicable.

Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads, and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14.

Currency in accordance with ITB 15.

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

Column 8: Payable in the Purchaser's country if Contract is awarded.

Bidder to fill unit rate.

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*

Date: *[insert date of signing]*



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Name of Bidder	IFB Number	Page	of
----------------	------------	------	----

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Total Price CIF or CIP per Item
1	2	3	4	5	6 = 4 x 5
	Cargo Electric Bicycle, incl. 3-year warranty, 1-year free maintenance	India	1,738 Nos.		

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14.

Currency in accordance with ITB 15.

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country (Not Applicable)

Name of Bidder _____ IFB Number _____ Page _____ of _____

Signature :-
Subject: CN="DEEPAK MITTAL", SERIALNUMBER=80875733413307ccc1b518c14f01a5e4168f18d88135d9861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.42=7eebf5638e51e783c366f2195d258477ba122da87d0285ec39
1a779de32663, C=IN, OU=TECHNICAL SUPPORT CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5CA49A8F4097A17642029CA001A5

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price Total Price per Item (a)
1	2	3	4	5(a)

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15.

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

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*

Date: *[insert date of signing]*



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Bid Security

When requested in the Bid Data Sheet, the Bidder shall furnish as part of its bid, a Bid Security.

In case of an unconditional guarantee issued by a bank, the Bidder shall use the Bid Security Form included in this section or another form acceptable to the Purchaser prior to bid submission pursuant to ITB 21.3. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

If a Bid-Securing Declaration is specified pursuant to ITB 21.1 the Bidder shall use the form included in this section.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Bid Security

Bank Guarantee

[insert bank's name, and address of issuing branch or office]⁸

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

Bid Security No.: [insert number]

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

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

At the request of the Bidder, we [insert name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR 10,50,000 (Indian Rupees Ten Lakh Fifty Thousand only) upon receipt by us of your first demand in writing accompanied by a written statement, stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.⁹

[Authorized signature(s) and bank's seal (where appropriate)]

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OJD.2.5.4.1.1=110004
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

⁸ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁹ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

Manufacturer's Authorization

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

OCB No.: Goods/4 [insert number of bidding process]

To: [insert complete name of the Purchaser]

WHEREAS

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

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 13 of the General Conditions of Contract.

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

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

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

Title: [insert title]

Duly authorized to sign this Authorization on behalf of [insert complete name of the Manufacturer]

Dated on _____ day of _____, _____ [insert date of signing]



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Affiliate Company Guarantee

Name of Contract/Contract No.:

Name and address of Purchaser: [together with successors and assigns].....

We have been informed that [name of Supplier] (hereinafter called the "Supplier") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Supplier, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Supplier our financial, technical capacity, expertise and resources required for the Supplier's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Supplier, to ensuring a satisfactory performance of the Contract.

If the Supplier fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Supplier is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Supplier, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Supplier's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Supplier from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Supplier are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Supplier, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Supplier or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:.....

(signature)

.....

(name)

.....

(position in parent/subsidiary company)

Date:.....

Signed by:

(signature)

.....

(name)

.....

(position in parent/subsidiary company)



Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Technical Proposal

Technical Proposal shall address following:

1. Approach and Methodology

- (i) Delivery Schedule and District-wise Distribution Plan for Bihar
- (ii) Local Handling and Inland Transportation
- (iii) Assembly, Commissioning and Post-supply Activities
- (iv) Spare Parts Management and Comprehensive Warranty (3 years) Bidder is required to submit a detailed complaint resolution mechanism framework including appropriate allocation of trained technical manpower, digital tool, a dedicated customer care number for this particular project and any other suitable inclusions ensuring prompt complaint resolution and meeting the SLA requirement as per section 5

2. Quality of Goods

- (i) Durability and Longevity
- (ii) Compliance with CMVR and applicable AIS/BIS standards
- (iii) Compatibility for future integration
- (iv) Performance Efficiency

3. Compliance Certificates:

The Bidder shall submit all product and component-wise test certificates (CMVR/ARAI/ICAT, EN 15194:2017, AIS 041, AIS 156/IS 16046) required under Section 6 (Schedule of Supply), consistent with ITB 11.1(j).



Signature :-
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Bidder's Qualification

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



Signature :
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Form ELI – 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), and e-mail address)			
Attached are copies of the following documents: 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2. 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 5. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.			



Signature :-
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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 OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

Form ELI – 2: Joint Venture Information Sheet

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

Joint Venture Information			
Bidder's legal name			
		Information of the Bidder	If any Joint venture partner is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s), and e-mail address)			
Attached are copies of the following documents: - Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. - Authorization to represent the firm named above, in accordance with ITB 22.2. - In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. - Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.			



Signature :
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

Form CON – 1: Historical Contract Nonperformance

For Contract type B, each Bidder must fill out this form in accordance with Criteria 1.2.1 and 1.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

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

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following: ☐ No nonperforming contracts. ☐ Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (INR)	Total Contract Amount (INR)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/ country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Form EXP – 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Contractual Experience			
Contract No of		Contract Identification	
Award Date		Completion Date	
Role in Contract	☐ Manufacturer	☐ Supplier	☐ Subcontractor
Total Contract Amount	\$		
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Purchaser's name Address Telephone/Fax number E-mail			
Description of the Similarity in Accordance with Criterion 1.2.1 (Contract Type A) or 1.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)			

Note: This form shall only be included if either Criterion 1.2.1 (Contract Type A) or 1.3.1(Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

Form EXP – 2: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Technical Experience	
Name of Product:	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 1.3.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
(i) 1. The Bidder shall demonstrate that the goods offered have been in production for at least last three (3) years from the original bid submission deadline..	[^a Indicate production history requested.]



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Form EXP – 3: Production Capacity

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

Production Capacity	
Name of Product:	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 1.3.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	<i>[Insert the production/supply capacity per month/year as required.]</i>
Production facility 2 (include location):	<i>[Insert the production/supply capacity per month/year as required.]</i>
Production facility 3 (include location):	<i>[Insert the production/supply capacity per month/year as required.]</i>



Signature :
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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 SERVICES LIMITED, C=IN
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Form FIN – 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner: _____

	Financial Data for Previous 3 Financial Years [INR]		
	FY 2023	FY 2024	FY 2025
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA – CL			
Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN – 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN – 3.	
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 3 years, ^b as indicated above, complying with the following conditions: 1. Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates. ^c 2. Historical financial statements must be audited by a certified accountant. 3. Historical financial statements must be complete, including all notes to the financial statements. 4. Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).			



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Form FIN – 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

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

Joint Venture Partner: _____

Annual Turnover Data for the Last 3 Years	
Year	Annual Turnover (INR)
FY 2023	
FY 2024	
FY 2025	
Average Annual Turnover	

Note: This form shall only be included if Criterion 1.3.2 (Contract Type A) or 1.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

^a The Purchaser should insert the period described in Criterion 1.3.2 (Contract Type A) or 1.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

^b To determine the average annual turnover, the Purchaser shall divide the sum of each year's annual turnover by the number of years, for which such information was requested.



Signature :-
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SERVICES LIMITED, C=IN
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Form FIN – 3: Cash Flow Capacity (Not applicable).

Specify proposed sources of financing, such as working capital, liquid assets,¹⁰ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 1.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

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

Note: This form shall be included only if Criterion 1.4.3 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.



Signature :-
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Section 5: Eligible Countries

List of Eligible Countries of the Asian Development Bank

1. Afghanistan
2. Armenia
3. Australia
4. Austria
5. Azerbaijan
6. Bangladesh
7. Belgium
8. Bhutan
9. Brunei Darussalam
10. Cambodia
11. Canada
12. China, People's Republic of
13. Cook Islands
14. Denmark
15. Fiji
16. Finland
17. France
18. Georgia
19. Germany
20. Hong Kong, China
21. India
22. Indonesia
23. Ireland
24. Italy
25. Israel
26. Japan
27. Kazakhstan
28. Kiribati
29. Korea, Republic of
30. Kyrgyz Republic
31. Lao PDR
32. Luxembourg
33. Malaysia
34. Maldives
35. Marshall Islands
36. Micronesia, Federated States of
37. Mongolia
38. Myanmar
39. Nauru
40. The Netherlands
41. Nepal
42. New Zealand
43. Niue
44. Norway
45. Pakistan
46. Palau
47. Papua New Guinea
48. Philippines
49. Portugal
50. Samoa



Signature :
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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

51. Singapore
52. Solomon Islands
53. Sri Lanka
54. Spain
55. Sweden
56. Switzerland
57. Taipei, China
58. Tajikistan
59. Thailand
60. Timor Leste
61. Tonga
62. Turkmenistan
63. Turkey
64. Tuvalu
65. Uzbekistan
66. United Kingdom
67. United States
68. Vanuatu
69. Vietnam



Signature :-
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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

Section 6: Schedule of Supply

1. List of Goods and Related Services

The Goods and Related Services are grouped in a single lot.

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Cargo electric bicycle	supply, transportation, delivery, assembly, commissioning, 3-year comprehensive warranty and 1-year free maintenance	Number	1,738

1.1 Background and Objective

Electric Vehicles (EV), as compared to fossil fuel vehicles, have considerably lower greenhouse gas emissions that can even be brought down to zero, provided green electricity is used for charging of EVs'.

Many cities in India are proactively addressing issues such as traffic congestion, air pollution, and related health concerns. In response to these challenges, there is a growing emphasis on providing citizens with healthier and more active lifestyles, Micro mobility has emerged as a key focal point in transforming urban mobility, driven by increasing environmental awareness and a rising demand for efficient connectivity.

Additionally, Rural India, home to nearly 70% of the Indian population, plays an immensely significant role in the country's economy. However, a vast majority of villages across India still lack proper transportation facilities. This issue has been exacerbated by the rising costs of fuel and vehicles in recent years. Consequently, inhabitants of rural areas, particularly women working in self-help groups (SHGs), factories, manufacturing units, and school children, heavily rely on public transportation for their basic travel needs.



Signature :-
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Due to the longer distances between travel destinations, the use of active modes of transportation, such as walking and conventional cycling, is often not a viable option. Moreover, public transport in low-density rural areas tends to be very limited or unavailable. It is here that the introduction of electric bicycles would play a crucial role, offering a reliable mode of transportation to commuters. Electric bicycles would support more sustainable rural mobility by enhancing accessibility and offering health and environmental benefits.

Micromobility is revolutionizing transportation by offering sustainable, cost-effective, and convenient alternatives to traditional travel methods. As more institutions embrace these programs, they contribute not only to environmental goals but also enhance the overall experience for students and staff alike. Many economies globally are adopting shared micromobility systems through partnerships with public bicycle sharing companies. These collaborations allow institutions to offer services without the overhead of managing fleets themselves.

CESL is amongst the first movers in the e-mobility segment, aggregating demand for electric buses, 2-wheelers, 3-wheelers as well as electric cars for government offices. CESL is foreseeing electric bicycle as a potential solution to decarbonize India. CESL has also developed a new program to promote sustainable micromobility through large scale deployment of electric bicycles.

With a focus on faster adoption of green micromobility across all sections including Rural India, CESL is planning a large-scale deployment of electric bicycles as a sustainable mode of transportation. Through this initiative CESL aims to drive market transformation in the micromobility segment to accelerate its adoption by a broader population.

Keeping in view the above, CESL wants to deploy cargo electric bicycles across Bihar to promote livelihood-linked, electric micro mobility.

1.2 INTRODUCTION TO CONVERGENCE ENERGY SERVICES LIMITED

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of **Energy Efficiency Services Limited (EESL)** under the Ministry of Power, Government of India. Established in 2020, CESL is driving India's clean mobility



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Serial No : 42B5AC49A8F409F7A17642029CA001A5

transition by developing integrated solutions that bring together technology, finance, infrastructure, and implementation.

Guided by its **One-CESL approach**, CESL brings together diverse clean mobility interventions under a unified platform, enabling greater scale, efficiency, and impact in India's transition towards sustainable transport.

From pioneering electric bus aggregation and government fleet electrification to advancing EV charging infrastructure, e-bicycles, carbon markets, and emerging mobility solutions, CESL has evolved into a trusted implementation partner for large-scale transformation. CESL continues to build on its experience, partnerships, and capabilities to advance scalable and innovative clean mobility solutions across India.

Electric micro mobility is identified as one of the drivers for encouraging resource efficiency in the transport sector. To meet this objective, CESL seeks to procure cargo electric bicycles by aggregating demand from various government agencies, religious institutions, educational institutes, CPSUs, hotels and other agencies etc. Such Initiative also aligns with the Indian government's "Lakhpatri Didi" scheme, designed for SHG women to empower them by providing essential skills for establishing micro-enterprises. Supplying electric bicycles for mobility would not only expand the reach of the program but also support in graduating SHG members into micro-entrepreneurs and allow livelihood diversification.

CESL's objective is to develop a working model for micro mobility in Indian context and accelerate adoption of electric cycles by bringing economies of scale with an aim to develop a self-sustaining electric cycle market in India. This will further increase awareness of electric cycles as a clean, sustainable and affordable mobility option among end users.

Accordingly, CESL proposes to deploy 1738 nos. of cargo electric bicycles across Bihar.

1.3 List of Goods and Related Services

Package - Deployment of cargo electric bicycles across Bihar		
Description of Work	Unit of Measurement	Quantity
Cargo Electric Bicycle	Nos.	1738

1.4 Role of CESL

- a) CESL shall carry out contract for the procurement and delivery of cargo electric bicycles across Bihar.



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- b) Contract and Procurement will be done as per ADB procurement guidelines
- c) CESL will enter for contract of total 1738 nos. of cargo electric bicycles through this tender.
- d) CESL will release Letter of Acceptance (LoA) for finalizing the contract to the successful bidder (s).
- e) CESL shall provide the details of supplies to the selected bidder at the time of issuing Purchase order (PO) for the delivery of cargo electric bicycles in multiple lots as per the requirement of the CESL client (s) across the districts in Bihar.
- f) CESL shall carry out quality inspection of material wherever necessary at manufacturing company / dealer locations. Expense towards boarding/lodging/incidental for the same is in the scope of CESL.

1.5 Scope of Work

This tender has been prepared for contract for procurement of total 1738 cargo electric bicycles with 3 (three) years on-site comprehensive warranty. The scope of the bidder(s) shall include designing, engineering, manufacturing, testing, inspection, supply, transportation, complete bicycle warranty, transit insurance, delivery to project site, on site Supply and Maintenance support for deployment of cargo electric bicycles across the districts in Bihar for promoting micro mobility solutions.

- a) The Selected Bidder(s) shall provide the goods and related services at locations identified and communicated by CESL across approximately 20 locations in Bihar. The exact number and locations of delivery shall be confirmed by CESL upon identification of the SHG beneficiaries and determination of their geographical spread across Bihar.
- b) The Selected Bidder(s) needs to supply the cargo electric bicycles, post issuance of LoA within 30 days in a phased manner as communicated by CESL. In case of any changes in the delivery period, the same shall be informed in advance to the selected bidder.
- c) The bidder shall provide a quotation for the cargo electric bicycles, inclusive of freight and transit insurance on a CIF basis up to the specified delivery locations, free periodic maintenance services for a period of one (1) year, and a comprehensive warranty of three (3) years. The quoted price shall also include all packaging costs and any other direct or indirect costs, charges, margins, or fees payable to or through service providers, dealers, channel partners, or any other intermediaries/sources in connection with the supply of the electric bicycles. The quoted price shall be exclusive of all applicable taxes and duties. For the purpose of this tender, a comprehensive warranty shall mean that all components of the electric bicycle shall be repaired or replaced, as applicable, at no additional cost to the purchaser, for a period of three (3) years from the date of deployment. However, the comprehensive warranty shall not cover physical damage, accidental damage, misuse, negligence, or normal wear and tear.



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- d) The Selected Bidder(s) may receive urgent or immediate requirements from CESL for the supply of cargo electric bicycles. The Selected Bidder(s) shall promptly supply the required goods and provide the associated services in accordance with CESL's requirements and the terms and conditions of the Contract. The Selected Bidder(s) shall maintain adequate stock/inventory and sufficient supply capacity throughout the Contract Validity Period to meet CESL's requirements within the stipulated delivery timelines.
- e) Since the supply is to be made to the multiple locations across Bihar, the bidder(s) may incorporate the transportation cost and all other related costs suitably while quoting rates. There shall be no additional cost of any sort that will be provided to the bidder(s).
- f) Selected bidder(s) shall ensure delivery of cargo electric bicycles at the CESL client's location without any physical damage/ wear and tear. In case of any physical damage during transit, the bidder(s) shall ensure replacement of such cargo electric cycles with another having similar specifications within 10 days of receiving such intimation. At the delivery time, the bidder(s) will have to collect proof of delivery from the clients' nominated representative.
- g) The Bidders shall get the Proof of Delivery (PoD) (delivery challan) signed by the nominated representative of CESL's Client.
- h) Assembly of the cargo electric bicycle shall be carried out within 3 days or as communicated by CESL, from the date of delivery at the location.
- i) The warranty card shall be duly filled for each cargo electric bicycle and handed over to beneficiary along with Electric bicycle.
- j) Assembly job cards shall include the UIN (Unique Identification Number) of the cargo electric bicycle along with the other key components, IDs, client/beneficiary mapping etc. A consolidated list of Assembly job cards to be prepared for each location and to be duly signed by the CESL's Client nominated representative. The format for the assembly job card is attached as Annexure A
- k) The successful bidder(s) shall be required to undertake digital mapping of each cargo electric bicycle with the respective organization/beneficiary/Cluster Level Federation (CLF) where the electric bicycle is deployed. The digital mapping shall include, at a minimum, the information necessary to identify the cargo electric bicycle, its assigned user/beneficiary/organisation/CLF, and its location, as applicable. The purpose of such mapping shall be to facilitate identification, tracking, and coordination with the local dealer, service provider, or technician for after-sales service, maintenance, and support.
- l) The Selected Bidder(s) shall abide by all the rules and regulations, of RTO, Insurance, Labour, respective State Govt., Govt. of India, etc. which are applicable to the goods and services offered under this Tender.

1.5 CONTRACT VALIDITY PERIOD AND QUANTITY VARIATION



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- 2 The cargo electric bicycles shall be delivered within sixteen (16) weeks from the date of issuance of the Letter of Award (LoA). A comprehensive warranty of three (3) years shall be applicable to each cargo electric bicycle, commencing from the month in which the respective electric bicycle is deployed. The Contract Validity Period shall cover the entire period required for delivery of the cargo electric bicycles and the applicable warranty period.
- 3 In case it is not possible to conclude contract or take 100% deliveries, before the expiry period, the Contracts may be extended for a further period, subject to satisfactory performance of the bidder and at the discretion of CESL, on the same rate, terms & conditions for a further period of maximum up to 6 (six) months.
- 4 CESL reserves the absolute right, at its sole discretion and without assigning any reason, to repudiate or terminate the Contract by providing one month's notice to the Selected Bidder(s). Further, CESL retains the right to cancel the contract at any time without the obligation to provide any justification.
- 5 CESL shall reserve the right, but without any obligation to do so, to increase /decrease the contract quantity up to +/- 15 % (fifteen percent) cargo electric-bicycles + maintenance and warranty, at any time, till the Contract Validity Period or extended period, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of Validity Period or extended period, at the same rates and Terms & Conditions.

1.7 Role of Bidder

- 1) **Major activities** - to be carried out by the successful bidder:
- a) The rate quoted by bidder(s) shall be inclusive of **freight & transit insurance on CIF basis till the delivery locations, free periodic maintenance service for a period of one year and 3-year comprehensive warranty**. The quote shall be exclusive of all applicable taxes and duties.
- b) A comprehensive warranty shall mean that all components of the cargo electric bicycle shall be either repaired or replaced as per the requirements for a period of three (03) years from the date of deployment. However, any physical damage or wear and tear shall not be covered under the comprehensive warranty.
- c) Delivery of Cargo Electric Bicycles: Selected bidder shall ensure delivery of cargo electric bicycles at the client's location without any physical damage/ wear and tear. In case of any physical damage during transit, the bidder shall ensure timely replacement of the cargo electric bicycle with another having the same or higher specifications. At the delivery time, the bidder shall collect proof of delivery ie the delivery challan duly signed from the clients nominated representative.
- d) Bidder to coordinate with the Client's representative and deploy a technician for assembling electric cargo bicycles.
- e) Bidder to issue warranty card along with the manual and a leaflet to each beneficiary. Bidder to get location wise the consolidated list of assembly job cards signed by the client's representative and share a copy of the same with the client's representative for their record.

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- f) Post-delivery support: Ensures full support for all repair and maintenance work during warranty period.
- g) In case of replacement of product/part due to manufacturing defect successful bidder shall ensure the product should be of same or higher specification. The successful bidder shall support in resolving all the warranty obligations which come across during the warranty period and supply of material issues if any.
- h) The selected Bidder to undertake digital mapping of each cargo electric bicycle with the respective organization/beneficiary/Cluster Level Federation (CLF) where the electric bicycle is deployed. The digital mapping shall include, at a minimum, the information necessary to identify the cargo electric bicycle, its assigned user/beneficiary/organisation/CLF, and its location, as applicable. The purpose of such mapping shall be to facilitate identification, tracking, and coordination with the local dealer, service provider, or technician for after-sales service, maintenance, and support.
- i) The Selected Bidder(s) shall provide everything necessary for the proper execution of the works according to the intent and meaning of the scope of work of this Tender, whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from. If the Selected Bidder(s) finds any discrepancy in the scope of work of this Tender after the issuance of LoA, the Selected Bidder(s) to immediately inform the Head, E-bicycle, CESL, who shall decide what is to be followed.
- j) The Selected Bidder(s) shall not assign its rights or obligations under this Contract, in whole or in part, nor enter into any subcontract to perform any portion of this Contract, without the written consent of the CESL. The Selected Bidder(s) shall be responsible and liable to deliver the goods and services as per the contract.
- k) The Selected Bidder(s) shall be required to keep CESL updated about the change of address, change of management etc., from time to time.
- l) The Selected Bidder(s) shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with CESL, so that optimal services of the persons deployed could be availed without any disruption.

2) Post-delivery invoicing: Bidder to raise invoice to CESL for 100% payment after delivery and deployment of the cargo electric bicycle along with (1) proof of delivery (2) Consolidated list of assembly job cards signed and duly accepted by client nominated representative.

3) Post delivery Warranty and maintenance service

- a) The battery capacity must not exceed the allowed degradation at all times during the initial three (03) years of continuous operations from the date of delivery of vehicle.
- b) The bidder shall provide comprehensive battery warranty of three (03) years with minimum 2,000 charging cycles and provide necessary support in battery replacement of the cargo electric bicycles from the date of deployment in case of any issue in battery performance during the warranty period.



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Note: Comprehensive battery warranty shall mean that all components of the battery are either repaired or replaced as per the requirements at the client location.

- c) The bidder(s) shall mention in its technical proposal how the warranty services shall be ensured at the delivery locations.
- d) In case of replacement of product/part due to manufacturing defect, bidder(s) shall ensure the product should be of similar or higher specification. The successful bidder(s) shall support in resolving all the warranty obligations which come across during the warranty period and supply of material issues, if any.
- e) Bidder(s) shall support in providing on-site warranty facilities/service for cargo electric bicycles wherever deployed at locations across Bihar. However, bidder(s) should intimate the location of existing dealerships. (
- f) The selected bidder(s) shall provide necessary support in replacement of battery at end of life with proper disposal of existing battery. The bidder(s) shall mention in its technical proposal on how the used/depleted batteries shall be disposed post end of life or any replacement during warranty period as per the Government norms at that point of time.
- g) Beyond the period of three (03) years, the bidder(s) shall ensure to attend service calls on chargeable basis and ensure safe disposal of battery and other electronic parts as may be required.

Service Camps: During the first year of operation, successful bidder(s) shall provide three (03) free maintenance service camps at locations where the number of cargo electric bicycles is 20 or more. The bidder shall coordinate with CESL client (s) (or its appointed agency/client or its representatives) as per the schedule mentioned below. Location of the camps to be discussed with CESL client (s) (or its appointed agency/client or its representatives) during the delivery. In case the number of cycles at particular location is less than 20, successful bidder still may be required to provide the services at the discretion of CESL Client (s) (or its appointed agency/client or its representatives).

Example of tentative schedule for a client:

	3 months				6 months				12 Months			
	Lo cat ion 1	Lo cat ion 2	Lo cat ion 3	Loc atio n "n"	Lo cat ion 1	Lo cat ion 2	Lo cat ion 3	Loc atio n "n"	Lo cat ion 1	Lo cat ion 2	Lo cat ion 3	Loc atio n "n"
Cl ie nt 1												
Cl ie nt n'												



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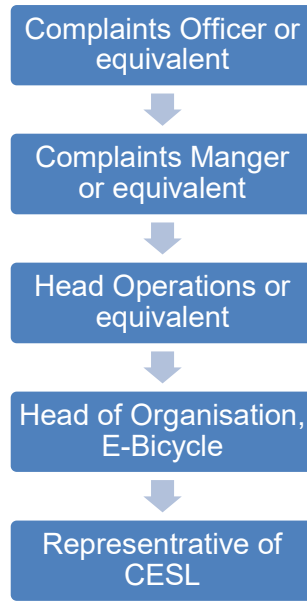
- a) The successful bidder shall inform CESL and its client 15-20 days prior to scheduling the camp for arranging/ ensuring appropriate and timely participation from end beneficiaries.
- b) CESL client (s), on its discretion, may require services at the locations of supply, post free services in the 1st year, on payment basis. Successful bidder (s) to finalize the schedules and service cost directly with the CESL client (s) and adhere to the service requirements defined in this document.

5) Dashboard and Escalation Matrix for Complaint Handling Mechanism

- A. The successful bidder(s) shall develop a dedicated complaint handling mechanism having the following:
 - i. A customer service helpline number for calling, SMS and WhatsApp enabled during business hours along with a dedicated email address for customer queries/ complaints etc.
 - ii. The bidder(s) must ensure to redress the complaints as per the SLA defined in this document.
 - iii. The bidder(s) shall mention how it will facilitate/setup complaint handling mechanism in its technical proposal.
 - iv. The successful bidder(s) shall develop and maintain a dashboard for addressing and resolving complaints from end users and the admin access to the dashboard must be with CESL (or its appointed agency/client or its representatives) as well. A monthly resolution report to be submitted to CESL (or its appointed agency/client or its representatives) covering all the necessary details of resolution of maintenance/ warranty complaints raised by end user, daily usage, total resolution time of complaints, and other parameters affecting their economic activities.
- B. The successful bidder(s) shall develop a robust complaint handling mechanism having different levels of transfer customer conversations to team members who can resolve them quickly speeding up the overall resolution process and boosting customer satisfaction. A representative escalation matrix is provided below for reference (Bidder shall develop their own with highest authority being CESL):



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6) Adhere to SLAs-

- The turn-around time for repairs should be in line with SLA mentioned in this tender. It is the Bidder(s) responsibility to ensure that there are sufficient number of dealerships to cater to the volume of cargo electric bicycles planned to be introduced in each district and adhere to the SLA's.
- The successful bidder(s) will be penalized at delay over and above the defined SLAs, in the event of defined SLA's not being adhered to as mentioned in this tender.

7) Logo, Packaging and Unique Identification Number:

- The cargo electric bicycle box/carton shall be as per statutory requirements of the Weights & Measurement Act. In addition, information related to weight of the cargo electric bicycles, manufacturing location, MRP etc. are to be clearly mentioned by the bidder(s) on the box/cartons. Further, the bidder(s) shall comply with all the statutory compliances, pertaining to The Legal Metrology Act 2009 & The Legal Metrology Act (Packaged Commodities Rules) 2011.
- The successful bidder(s) shall provide a tamper proof laser printed logo of CESL at the main frame of the cargo electric bicycle and QR code having details of bidder's helpline no., details of cargo electric bicycle and its operating manual (pictorial self-service manual in Hindi, English or any other local language as specified by CESL during the project period). The design of the logo shall be provided by CESL, separately.
- Each cargo electric bicycle shall have its own Unique Identification Number (UIN) in the form of OEM CODE: MFG YEAR: MFG MONTH: SL. NUMBER
- Each cargo electric bicycle shall have a self-service manual – Easy to



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understand colorful pictorial representations for self-assembly, repair and easy maintenance. The manual as well as video shall be in Hindi, English or any other local language as specified by CESL during the project period. A QR Code for the video shall be provided in the manual for easy reference.

- e) Indelible labeling mentioning batch no., UIN: Successful bidder(s) has to emboss or use indelible labeling to mention Batch No. and/or product UIN on the cargo electric bicycles as well as on box/carton.
- f) The labels/packaging may be physically inspected during the pre-dispatch inspection of cargo electric bicycles.
- g) Leaflet - The bidder(s) shall include a leaflet entailing relevant information about the cargo electric bicycle. The leaflet shall contain installation instructions, details about cargo electric bicycle parts and its charging. Additionally, DOs & DONTs of cargo electric bicycle usage are to be provided along with each product. Bidder(s) has to share the content of the leaflet with CESL and get prior approval before printing and distribution.
- h) Customer Care: Printing of successful bidder(s) customer care number, WhatsApp and email id on the box and leaflet is compulsory.
- i) The cargo electric bicycle shall be provided in a single-color theme only and CESL may ask successful bidder(s) to provide any color based on its client's requirements, well in time and vendor needs to accommodate the same.

8) Training of the end users/staff/beneficiaries: The successful bidder shall educate the end users on the functionality, usage, maintenance and operations of the cargo electric bicycles through different methods like in personal sessions, online sessions or manuals etc. as communicated by CESL. Bidder shall facilitate training for the following:

- Complete operation of the cargo electric bicycle including assembly, technical aspects, battery charging optimization, periodic maintenance, warranty services, spares, use of tool kit etc. (Through a proper training module in Hindi, English or any other local language)
- Facilitate interested end users to operate their own repair and maintenance shops for their community in the future. Ensure time to time skill upgradation of the end users.

2. Delivery and Completion Schedule

The delivery period shall start as of: the date of the Notification of Award.

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

Item No.	Description of Goods or Related Services	Delivery Schedule	Location	Required Arrival Date of Goods or Completion Date for Related Services
1	1,738 cargo electric bicycles	Phased lots (minimum 50 per per location) to the	State Bihar (exact locations will be provided	All units delivered and assembled within 16 weeks of the

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		designated districts across Bihar	to the successful bidder)	Notification of Award; Assembly and commissioning of each delivered batch shall be completed within three (3) days of delivery at the respective location.
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3. Technical Specifications

Technical Specifications of Electric bicycles	
Parameter	Cargo Electric Bicycle
Motor	
Type	Brush Less DC (BLDC)
Capacity	Less than 250 W with IP65 or above protection
Certification	As per AIS 041
Battery- LFP Type with key lock having minimum 2000 charging cycles	
Battery Capacity	Type: Detachable with lock- Rechargeable Lithium-ion battery (LFP) with IP65 or above protection
Range	having a minimum range of 30 km in throttle mode with full payload (Gross weight of 120 Kg). Nominal pack voltage to be stated by bidder and shall be consistent with rated charger output. Pack shall include a micro processor based BMS with over charge, over discharge, over current, short circuit and cell level over temperature protection
Charging rate	0.2C (minimum)
Charger Type	Input 230V AC – Waterproof Charging Pin with voltage stabilizer and auto cut-off for battery overcharge protection (IP65 or above protection)
Battery Warranty	3 years with battery degradation of not more than 15% after 3 years.
Certification	(i) IP 65 or above Protection (ii) Certifications as per IS 16046 or AIS 156
Electronics	
Display and Controller	Displaying On/Off, battery level, speed modes etc.
Cabling	All exposed cabling / connectors should be IP65 or above
E-Braking	E-brake cut off (cut off power supply while braking) - compliant with EN 15194:2017 (E) or an equivalent international standard.
Brakes and Reflectors and other equipment	
Front wheel	Disc Brake
Rear wheel	Disc / Drum brake
Front reflector	One white reflector (to be placed as per safety standards)
Back reflector	One red reflector (to be placed as per safety standards)
Indicators	LED Type (preferably orange) - Left - Right Indicators (Rear)
Electric Horn	On Handle and sound range between 83-112db
Locking Mechanism	Ignition Cut off with key
Other Components	



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Frame	Steel / Alloy frame as per EN 15194 :2017 (E) or equivalent international standard.
Frame Type	Unisex
Frame and body colour	Paint/coating shall be durable corrosion resistant, UV resistant and suitable for outdoor operating condition. The colour shall be uniformly applied across the frame and associated body component with no visible defect, peeling or discolouration. The colour of the frame will be as per CESL's requirement
Rim Type	Double wall alloy with Spokes- compliant with EN 15194:2017 (E) or equivalent international standard
Rim size	24" X Minimum 1.9"
Gear	Single speed
Rear view Mirror	Convex mirror on right side handlebar end
Fork	Spring Type Suspension - as per EN 15194:2017 (E) or equivalent international standard
Handlebar	As per EN 15194:2017 (E) or equivalent international standard
Chain	Chain set along with full length Chainguard as per industry standards
Spokes, Chain, Pedal, Seat, Brakes	EN 15194 :2017 (E) or equivalent international standard
Stand (Prop and Centre)	EN 15194 :2017 (E) or equivalent international standard
LED Headlight	Lighting to be as per EN 15194 :2017 (E) or equivalent international standard. To be placed at the front of the electric bicycle and should be adjustable.
Saddle (Wide)	Height Adjustable having Extra Foam and Wide seat with - Size- 24.1 cm x 29.2 cm (+/- 10%) Comfortable slip proof material
Max Speed	25 kmph
Unladen weight of the cycle	<60 kg
Payload	120 kg
Tyre	Nylon tube tyre
Mudguards	Steel - Front and Back Dimensions Front length: Min 635 mm (1 stay) or equivalent Back length: Min 1147 mm (2 stays) or equivalent
Basket/ Carrier	Steel - Detachable Full Mesh Type Front Basket (+/- 10%) Color : Black L X W X H- Minimum 13"X7.2"X8" Heavy-duty steel rear carrier and detachable front full-mesh cargo basket suitable for cargo transportation applications. Should not cause any obstruction in the handle and wheel movement
External Lock	External number chain lock



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Comprehensive Warranty on Product	A comprehensive warranty of three (3) years shall cover the battery, motor, controller, display unit, throttle, pedal-assist sensor, charger, frame, wiring harness, and all associated electrical and electronic components. Warranty shall be applicable in case the seal of the parts has not been tampered with wherever applicable.
--	--

Certificate Requirement	Testing Agency	Timelines**
For the Product		
Product Test	For Indian Bidders: ARAI / ICAT or any Government of India-approved testing agency.	The Bidder shall submit the test certificate along with the Technical Proposal at the time of bid submission.
Component Wise		
Frame - as per EN 15194:2017 (E) or equivalent international standard. Bidder to submit a self declaration	BIS/ NABL or any Govt of India accredited testing agencies or international testing agencies	The bidder has to submit the test certificate at the time of bidding along with the technical proposal.
Fork - as per EN 15194:2017 (E) or equivalent international standard. Bidder to submit a self declaration		
Handlebar - per EN 15194:2017 (E) or equivalent international standard. Bidder to submit a self declaration		
Spokes, Chain, Pedal, Seat and Brakes - as per EN 15194:2017 (E) or equivalent international standard. Bidder to submit a self declaration		



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Stand (Prop and Centre) - as per EN 15194:2017 (E) or equivalent international standard. Bidder to submit a self declaration		
LED Headlight - as per EN 15194:2017 (E) or equivalent international standard. Bidder to submit a self declaration		
Motor - Test Report as per AIS 041		
Battery - Test Report as per AIS 156 or IS 16046 (Part 2):2018		
Production Capacity Certificate	OEM / Manufacturer, supported by evidence of production output (e.g., production records, plant capacity statement).	The Bidder shall submit the certificate and supporting evidence along with the Technical Proposal at the time of bid submission

Service Level Requirements and Spare-Parts Availability

1. **Warranty and Maintenance Support.** The Supplier shall provide comprehensive warranty support for a period of three (3) years and free maintenance for a period of one (1) year from the date of acceptance of the Goods, in accordance with GCC 28 and the Special Conditions of Contract.
2. **Fault Reporting and Response.** The Supplier shall establish a fault-reporting mechanism (telephone/email/portal) accessible to the Purchaser and the beneficiary/end-user. The Supplier shall acknowledge any reported defect or complaint as per the Service Level Agreement details (SLA).
3. **Rectification Timeline.** The Supplier shall attend to and rectify any defect covered under the warranty within the turnaround times specified in the Service Level Agreement (SLA) at the end of this Section 6, not more than five (5) days for electrical components (High severity) and not more than six (6) days for non-electrical faults (Low severity) — read with GCC 28.5. Where a defect cannot be rectified within this period, the Supplier shall provide a functional replacement or standby unit to ensure continuity of use, at no additional cost to the Purchaser or the beneficiary, and the penalties specified in the SLA shall apply.
4. **Spare-Parts Inventory.** The successful Bidder/Supplier shall maintain a sufficient inventory of all critical spare parts and components (including battery, motor, controller, charger, display, wiring harness, and mechanical components) throughout the warranty period, so as to meet the comprehensive warranty obligations and the service levels specified herein.
5. **Spare-Parts Availability Post-Warranty.** The Supplier shall ensure availability of spare parts for a minimum period of five (5) years from the date of acceptance of the Goods, and shall supply such spare parts, if required by the Purchaser or beneficiary after the warranty period, at mutually agreed reasonable rates.
6. **Service Level Monitoring.** The Purchaser reserves the right to monitor the Supplier's compliance with the service levels and spare-parts obligations specified above. Persistent failure to meet the response and rectification timelines may be treated as a breach of contractual obligations and dealt with in accordance with the relevant provisions of the Contract.



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4. Service Level Agreement, Liquidated Damages, Penalty and periodic Maintenance for Cargo Electric Bicycles

Bidder is required to submit a detailed complaint resolution mechanism framework including appropriate allocation of trained technical manpower, digital tool, a dedicated customer care number for this particular project and any other suitable inclusions ensuring prompt complaint resolution and meeting the SLA requirement as detailed below:

A. The bidder to follow the following SLA:

S. No	Service Level Parameter Description	Service Validation Description	LD
1	Timely Delivery of Cargo Electric bicycle in working conditions: - - The bidder must ensure the cargo electric bicycles are delivered as per scheduled date of delivery at designated place stated in LoA/ purchase order. - The cargo electric bicycles to be equipped with agreed design and accessories.	- Bidder must ensure delivery of all cargo electric bicycle to the client locations/different locations in Bihar within specified days of the issuance of the LoA/purchase order by CESL (in multiple lots) or as communicated by CESL before the delivery. Copy of LoA/PO /intimation, Challan from Client: Delivery challan to be signed by representative of OEM and Client. - Invoice and warranty card (describing the T&C's of the warranty) to be delivered to the end user along with the cargo electric bicycles. - Bidder to ensure cargo electric bicycles with same specifications, design and accessories are dispatched at client location. (CESL may undertake pre dispatch inspection of the lot ready to be delivered at the client location)/ different locations in Bihar)	0.5 % of the contract value per week or part thereof, with a maximum amount of liquidated damages @ 5% of the contract Value.
S. No	Service Level Parameter Description	Service Validation Description	Penalty*
2	Helpline Numbers and business hours: - A customer service helpline number for calling, SMS and WhatsApp to be enabled	- The bidder must ensure prompt registration of the tickets during the business hours. - The Ticket(s) to be registered/recorded and to be shared with the dealer/technician/bidder/ concerning authority. - The complaint must be acknowledged within 2 hours. - The resolution time to be noted by client and selected bidder must comply to the SLA mentioned at S.No. 3 below.	Non-working of complaint handling mechanism for more than 3 working days during the project period:

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	during the business hours. A dedicated email address for customer queries/ complaints, should also be enabled. “Business Hour” between 900 to 1800 hours IST, excluding Sundays and public holidays.	- Develop MIS Dashboard for complaints handling mechanism and may integrate with EESL/CESL’s system. - Selected bidder shall submit a quarterly report of complaints registered and resolution timelines to CESL and Client in the format provided by CESL/Client from time to time.	1st instance- INR 500/- 2nd instance- INR 1000/- 3rd and subsequent instances: INR 2000/- per instance - Multiple instances of non-compliance may lead to encashing of 100% of BG	
3	Warranty, Repair, and after sale services of cargo electric bicycle: - - Doorstep delivery of warranty services to be provided to end user. - Based on the availability of technician, nearest dealership, and severity of the defect, the bidder to ensure timely replacement or repair of the cargo electric bicycle or its component(s) under warranty.	Severity	Timelines	In case the cargo electric bicycle is to be replaced: A penalty of INR 500 per day per bicycle after the assigned time till the time cargo electric bicycle is replaced, will be charged. In case the bicycle component is to be replaced: A penalty of INR 500 per day per bicycle after the assigned time till the time component is replaced, will be charged.
		High:	Turnaround time to replace or repair a cargo electric bicycle component should not be more than 5 days	
		Low:	Turnaround time to replace or repair an electric bicycle component should not be more than 6 days	



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	- Replacement or repair of parts under warranty will be provided at no additional charges. - The normal wear and tear related issues shall not be a part of warranty services and resolution for the same can be provided on actuals.			
4	Periodic Service and Maintenance Schedule for Electric Bicycles at designated locations	Service of preventive maintenance within 15 days from completion of service duration schedule as per Point B below	@ INR 1,000/- for every week's of delay or part thereof.	
5	Awareness of Warranty services at the time of delivery: - Awareness of the warranty services and its timeframe to be given to the end user.	- The bidder to mention the terms and conditions of the warranty on the warranty card. - The timeframe of servicing of different components of cargo electric bicycle to be mentioned clearly in the warranty card.		
*The maximum amount of penalty shall be: 5% of the contract value.				

B. Periodic Service and Maintenance Schedule for Electric Bicycles

SI. NO	JOB'S /ACTIONS	1ST SERVICE 3 months	2ND SERVICE 6 months	3RD SERVICE 12 months
1	Whole cycle	C	C	C
2	Brake system	C,I & A	C,I & A	C,I & A
3	Wheels/ Mudguards	I & A	I & A	I & A

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SI. NO	JOB'S /ACTIONS	1ST SERVICE 3 months	2ND SERVICE 6 months	3RD SERVICE 12 months
4	Handle adjustment	A, I	A, I	A, I
5	Chain/Crank/Pedal	A, I, L	A, I, L	A, I, L
6	Fork/ suspension	C, I, L	C, I, L	C, I, L
7	Tyre pressure (30-40 PSI)	I	I	I
8	Electrical switches/ Lights/ wire harness	I	I	I
	Nuts & Bolts (Fasteners)	T	T	T
9	Rim/ Spokes	T & A	T & A	T & A
10	Battery functioning (cell voltage check, Capacity test)	I	I	I

A- Adjust, C-clean, L - Lubricate, I - Inspect & correct, T- Tighten

NOTE:

- Even if the free maintenance service is not availed by the end user, the product warranty shall remain intact.
- The Successful Bidder(s) shall ensure that turnaround time for handling minor and major complaints for the cargo electric bicycles is as per the SLAs above. This is a mandatory requirement.
- The bidder needs to provide warranty services to the end user at the doorstep during the warranty period as a part of the contract. The bidder needs to ensure that supplied cargo electric cycle at the site should be complete in all respect with necessary toolkit.
- In case of any delay from the successful bidder(s) in delivery and maintenance of the cargo electric bicycle as per stipulated timelines in this document and penalty amount becomes due as per the penalty clauses above, CESL reserves the right to raise a demand for which the successful bidder will have to make payment to CESL within 15 days of raising the demand in case of any delay CESL has the right to charge interest @1.5% per month or part thereof.
- Penalty shall be recovered from the performance security (PBG & WPG) submitted by the successful bidder without any maximum limit.
- The applicable rate for liquidated damages for non-adherence of the deliverables as defined in **Service Level Agreement** for supply, warranty, maintenance etc. shall be: 0.5 % of the contract value per week or part thereof. The maximum amount of liquidated damages shall be: 5% of the LoA.
- In case the demand is not paid within a stipulated duration, CESL has the right to recover the same by encashing the PBG & WPG as stated in the clauses.

Periodic Maintenance



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- The selected bidder/s shall provide free periodic maintenance of cargo electric cycle as defined in this tender for a period of one (01) year from the date of delivery. The cost shall be borne by the bidder(s) and should be included in the BOM.
- The maintenance may be extendable after the completion of one (01) year. It is at the sole discretion of the end user to avail the services of the selected bidder(s) for continuing the maintenance at appropriate market rate and mutually agreed at that point of time.
- It will be the sole responsibility of the end user to avail the maintenance services as defined in this tender after the initial period of one year.



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Section 7: General Conditions of Contract

The General Conditions Contract (GCC) contain standard provisions that have been designed to remain unchanged and to be used without modifying their text. The GCC clearly identify the provisions that may normally need to be specified for a particular bidding process and require that such specification be introduced through the Special Conditions of Contract (SCC).

The GCC are a Contract document and, therefore, are a part of the Contract.

Table of Clauses

1.	Definitions	106
2.	Contract Documents	106
3.	Fraud and Corruption	106
4.	Interpretation	108
5.	Language	109
6.	Joint Venture	109
7.	Eligibility	109
8.	Notices	109
9.	Governing Law	109
10.	Settlement of Disputes	109
11.	Scope of Supply	109
12.	Delivery	110
13.	Supplier's Responsibilities	110
14.	Purchaser's Responsibilities	110
15.	Contract Price	110
16.	Terms of Payment	110
17.	Taxes and Duties	110
18.	Performance Security	111
19.	Copyright	111
20.	Confidential Information	111
21.	Subcontracting	111
22.	Specifications and Standards	112
23.	Packing and Documents	112
24.	Insurance	112
25.	Transportation	112
26.	Inspections and Tests	112
27.	Liquidated Damages	113
28.	Warranty	113
29.	Patent Indemnity	114
30.	Limitation of Liability	114
31.	Change in Laws and Regulations	114
32.	Force Majeure	115
33.	Change Orders and Contract Amendments	115
34.	Extensions of Time	115
35.	Termination	115
36.	Assignment	116
37.	Respectful Work Environment	116



Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Digital Risks" refers to the potential adverse impacts on cybersecurity, data privacy, and data management arising from the use of digital and information technologies.
- (g) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (h) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
- (i) "EHS" means environmental, health and safety
- (j) "Environmental, Health, and Safety Code of Conduct" means the standards of conduct set out in Annex to the Contract which the Supplier and the subcontractors are required to comply with in case the Project is assessed as having Category A or B for environmental risks under ADB's Safeguard Policy Statement (2009).
- (k) "GCC" means the General Conditions of Contract.
- (l) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (m) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (n) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (o) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, and other similar obligations of the Supplier under the Contract.
- (p) "SCC" means the Special Conditions of Contract.
- (q) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (r) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (s) "ADB" is the Asian Development Bank.
- (t) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Fraud and Corruption

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices or other integrity violations, including the failure to disclose

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any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub- Clause 35.1 (a)(iii) [Termination].

3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice or other integrity violations during the supply of Goods and Services then that employee shall be removed.

3.3 ADB requires Borrowers (including beneficiaries of ADB-financed activities) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees, and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and
- (vi) "integrity violation" means any act, as defined under ADB's Investigation and Enforcement Framework (as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: failure to disclose and manage conflict of interest,¹¹ obstructive practice, violations of debarment, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.

(b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers, or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB- financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

(d) will impose enforcement and disclosure actions on a firm or an individual at any time, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework , including declaring ineligible, either indefinitely or for a stated period of time, to participate¹² in activities financed, administered, or supported by ADB or to benefit from a contract financed, administered, or supported by ADB or otherwise, if it, at any time, determines that the firm or

¹¹ "Conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

¹² Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

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individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in Bidding Document and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, contractors, consultants, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees, and personnel, to permit ADB or its representative to inspect the site and their assets, accounts, and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

- 3.4 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees, and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework (as amended from time to time).
- 3.5 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.6 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.
- 3.7 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.¹³

4. Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

13 The undertaking also applies during the period of performance of the contract.



4.6 Severability

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

5. Language

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

6. Joint Venture

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

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).

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- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery

- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. Supplier's Responsibilities

- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.

15. Contract Price

- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

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

17. Taxes and Duties

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

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18. Performance Security

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

19. Copyright

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

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during, or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

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

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

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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F4097A17642029CA001A5

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

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

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

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation

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

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections

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referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be

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necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

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

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

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

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

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

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

31. Change in Laws and Regulations

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

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

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

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

36. Assignment

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

37. Respectful Work Environment

- 37.1 The Supplier shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Supplier shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.
- 37.2 The Supplier shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Supplier shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Section 8: Special Conditions of Contract

The Special Conditions of Contract (SCC) contain provisions that the GCC requirements be specified for a particular bidding process. The Purchaser should include at the time of issuing the Bidding Document, all information or specifications that the GCC indicate shall be provided in the SCC. No SCC Clause should be left blank.

To facilitate the preparation of the SCC, its clauses are numbered with same numbers as the corresponding GCC clauses. This Guide helps the Purchaser to input all information required. It includes an SCC format that summarizes all information to be provided.

The SCC is a Contract document and, therefore, is a part of the Contract.



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: India
GCC 1.1(k)	The Purchaser is: Convergence Energy Services Limited (CESL)
GCC 1.1(q)	The Site is: the designated districts in Bihar
GCC 4.2(b)	The version of Incoterms shall be: Incoterms 2020 Edition
GCC 5.1	The language shall be: English Language for translation of supporting documents and printed literature is: English
GCC 8.1	For notices, the Purchaser's address is: Attention: Mr. Rajneesh Rana 9th Floor, Jeevan Prakash Building, 25, KG Marg, Atul Grove Road, Janpath, Connaught Place, New Delhi, Delhi, 110001 India Telephone: +91 11 42259600 E-mail: head-cesl@eesl.co.in
GCC 9.1	The governing law shall be: Indian Law
GCC 10.2	The formal mechanism for the resolution of disputes shall be: In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. Place of arbitration: New Delhi, India
GCC 11.1	The Scope of Supply shall be defined in: Section 6 (Schedule of Supply)
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: For Goods supplied from abroad as per Incoterms CIP Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company: (a) ...copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) original and...copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and ...copies of nonnegotiable bill of lading; (c) ...copies of the packing list identifying contents of each package; (d) insurance certificate; (e) Manufacturer's or Supplier's warranty certificate;

[illegible]

	(f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (g) certificate of origin. The Purchaser shall receive the above documents at least 1 week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. For Goods from within the Purchaser's country as per Incoterm EXW: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: (a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) packing list identifying the contents of each package; (d) Manufacturer's or Supplier's warranty certificate; (e) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; (f) certificate of conformity/compliance with the technical specifications specified in Section 6 (Schedule of Supply); (g) user manuals, operation and maintenance manuals, and safety instructions; and (h) certificate of origin. The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.									
GCC 15.2	The price shall not be subject to adjustment and shall remain firm and fixed throughout the Contract period.									
GCC 16.1	Payment of the Contract Price shall be made in the following manner: <table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> › The Supplier shall ensure that Goods conforming to the specifications, design, quality standards, and accessories specified in the Contract are delivered at the designated locations. CESL reserves the right to undertake pre-dispatch and/or post-dispatch inspections of the Goods at the OEM's/manufacture's premises and/or at the delivery location. › Payment shall be made to the Supplier within sixty (60) days of submission of invoices complete in all respects, together with all supporting documents and compliance with the relevant terms and conditions of the Contract. In the event that an invoice is incomplete or there is any non-compliance with the requirements of the Contract, the sixty (60) day payment period shall commence from the date on which all deficiencies have been rectified, and the complete set of required documents has been submitted. CESL shall facilitate the release of payment through ADB to the selected bidder post confirmation received from the client regarding successful delivery of cargo electric bicycles. The bidder along with the invoice shall submit Proof of Delivery (PoD) (Signed Delivery Challan) and consolidated sheet of job assembly cards, both duly signed by the Client's nominated representative. <i>[For example insert:</i> For Goods and Related Services supplied from outside the Purchaser's									

Signature :
Subject :
Contract No. :
Contract Value :
Contract Date :
Contract Period :
Contract Status :
Contract Type :
Contract Category :
Contract Sub-category :
Contract Sub-sub-category :
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Signature :- **deepak mittal**
 Subject : **CONTRACT MITTAL**, SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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 QID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5

	defaults in warranty, repair, maintenance and complaint-handling (including the per-day and per-instance penalties) shall be as specified in the Service Level Agreement (SLA) in Section 6 (Schedule of Supply). The aggregate of liquidated damages under this Clause and such SLA penalties shall not exceed 5% of the Contract Value.
GCC 28.3	The period of validity of the Warranty shall be: three (3) years from the date of acceptance of the Goods by the Purchaser, together with one (1) year of free maintenance from the date of acceptance. The place of final destination shall be: the designated delivery locations across the designated districts in Bihar, India.
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within the turnaround times specified in the Service Level Agreement (SLA) in Section 6 (Schedule of Supply) — not more than five (5) days for electrical components and not more than six (6) days for non-electrical components — and in no case later than seven (7) calendar days of being notified by the Purchaser of the occurrence of such defects, failing which the penalties specified in the said SLA shall apply.
GCC 30.1(b)	The amount of aggregate liability shall be: 100% of the Contract Value



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Part A – Performance Damages (Not applicable)



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Part B – Bonuses (Not applicable)

NOTE TO PURCHASER

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Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Section 9: Contract Forms

Section 9 of the Bidding Document contains forms for the Notice of Intention for Award of Contract, Notification of Award, Contract Agreement, the Performance Security, and the Advance Payment Security. Bidders shall not submit these forms with their Bids. After notification of award, the Purchaser shall prepare the Contract Agreement using the Contract Agreement Form and send it to the successful Bidder. The successful Bidder shall sign the Contract Agreement and return it to the Purchaser together with the Performance Security and, if applicable, the Advance Payment Security, using the respective forms provided in Section 9. Bidders shall note that the Advance Payment Security is submitted only when the Contract specifies that there will be an advance payment.

Table of Forms

Notice of Intention for Award of Contract	126
Invitation to Finalization of the Draft Contract Before Notification of Award	Error! Bookmark not defined.
Notification of Award	126
Beneficial Ownership Disclosure Form.....	Error! Bookmark not defined.
Contract Agreement.....	128
Performance Security	130
Advance Payment Security.....	131
Environmental, Health, and Safety Code of Conduct.....	132



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Notice of Intention for Award of Contract

[on letterhead paper of the Purchaser]

[date of notification]

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

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 45.1 of the BDS] days, from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid, and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 49.1.

The summary of the evaluation are as follows:

1. List of Bidders [insert names of all bidders that submitted a bid together with the corresponding bid price at opening and evaluated bid price (if applicable)]

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

2. Reason/s Why Your Bid Was Unsuccessful

[Provide reasons separately to each unsuccessful bidder why its bid was unsuccessful]

3. The Successful Bidder

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance



Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Draft Contract



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:
 - (a) the Contract Agreement
 - (b) Letter of Acceptance;
 - (c) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (d) Addenda Nos. [insert addenda numbers if any]¹⁴
 - (e) Special Conditions of Contract including;
 - the Particular Conditions – Part A – Performance Damages (optional)
 - the Particular Conditions – Part B – Bonuses (optional)
 - (f) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (g) General Conditions of Contract;
 - (h) Schedule of Supply; and
 - (i) Environmental and Social Code of Conduct for Supplier's Personnel;
 - (j) any other documents shall be added here. ¹⁵

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

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

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

¹⁴ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information.

¹⁵ Tables of Adjustment may be added if the contract provides for price adjustment (see GCC 15).

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

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



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
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Performance Security

[Bank's name, and address of issuing branch or office]¹⁶

Beneficiary: [Name and address of the purchaser]

Date:

Performance Guarantee No.:

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

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

At the request of the Supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]¹⁷ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],¹⁸ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.¹⁹

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

Note to Bidder

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹⁶ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹⁷ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.

¹⁸ Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

¹⁹ Or the purchaser may refer to the Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (b) of article 20(a) is hereby excluded" as appropriate.

Signature
Signature CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
0454b1e6a010b33603e5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
OID.2.5.4.42=DEEPAK MITTAL
Serial No: 742B5AC49A8F409F7A17642029CA001A5

Advance Payment Security (Not Applicable)

[insert complete name and number of contract]²⁰



Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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200778c32007, O=DEEPAK MITTAL
SERVICES LIMITED, C=IN
Serial No : 42B5AC49A8F409F7A17642029CA001A5

²⁰ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

Environmental, Health, and Safety Code of Conduct

Environmental, Health, and Safety Standards of Conduct Form for the Supplier's personnel performing installation, operation and/or maintenance

NOTE TO BIDDER

The minimum content of the Environmental, Health, and Safety (EHS) Code of Conduct form as set out by the Purchaser shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the EHS Code of Conduct form as part of its bid.

ENVIRONMENTAL, HEALTH, AND SAFETY CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL

We are the Supplier, [enter name of Supplier]. We have signed a contract with [enter name of Purchaser] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental, health, and safety (EHS) risks related to the Works.

This EHS Code of Conduct is part of our measures to deal with environmental, health, and safety risks related to the Works as contained in the Environmental, Health, and Safety Management Plan (EHSMP) and other relevant project documents. It applies to all our staff, laborers, and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Supplier's Personnel" and are subject to this EHS Code of Conduct.

This EHS Code of Conduct identifies the behavior that we require from all Supplier's Personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Supplier's Personnel shall:

1. carry out its duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Supplier's Personnel and any other person;
3. maintain a safe working environment, including by:
 - (a) ensuring that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical, and biological substances and agents; and (d) following applicable emergency operating procedures;
4. report work situations that it believes are not safe or healthy and remove itself from a work situation that it reasonably believes presents an imminent and serious danger to its life or health;

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SERVICES LIMITED, C=IN
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ANNEXURE A (Specified in Section – 6)

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Signature :
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 SERVICES LIMITED, C=IN
 User Id : deepak.mittal
 Serial No : 42B5CA49A8F49F7A17642029CA001A5



Signature :-
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