



Invitation for Expression of Interest (EOI)

for

OEM Empanelment for Supply of Electric Two-Wheeler Vehicles (High Speed/Low Speed) in Andhra Pradesh

EOI Ref No:

CESL/06/2021-22/EV/E2W/AP/212209048

Issued By

CONVERGENCE ENERGY SERVICES LIMITED

(100% Wholly Owned Subsidiary of EESL)

(Scope Complex, Lodhi Rd, New Delhi, Delhi 110003)

24 September,2021



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466

Bidding Document Cost	INR 25,000/- (Twenty-Five Thousand Only) (non- refundable & non-adjustable)
Project Summary	EOI for OEM Empanelment for Supply of Electric Two-Wheeler Vehicles (High Speed/Low Speed) in Andhra Pradesh. EOI Ref No: CESL/06/2021-22/EV/E2W/AP/212209048 dated 27/09/2021
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 24.09.2021(Friday) to 30.09.2022 (Friday) (up to 1400 hours IST)
Pre-Bid Meeting	NA
Bid Submission Period	From 24.09.2021(Friday) to 30.09.2022 (Friday) (up to 1430 hours IST)
Techno-commercial Opening date of Opening	On 1 st Wednesday of every Month till 30.09.2022 (Friday) at 1500 Hrs
Place of Opening	CESL Office, Core-3, 2 nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003
Bid to be Addressed to	Mr. Ashim Bhattacharya (Head-SCM) Convergence Energy Services Limited Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003
Email	Contact Person(s) for Tender-related Queries Mr. Ashim Bhattacharya, Head (SCM) Mr. Deepak Mittal, AM (SCM) Mr. Sundeeep Kumar Mittal, AE(SCM) abhattacharya@eesl.co.in ; dmittal@eesl.co.in ; smittal@eesl.co.in Contact Person(s) for Technical Queries (copy of the query to be marked to Contracts Dept. as well) Mr. Polash Das, manager (Tech-EV) Mr. Rahul Juyal, Engineer (Tech-EV) pdas@eesl.co.in ; rjuyal@eesl.co.in
Website	https://eesl.eproc.in
Earnest Money Deposit	Bid Security Declaration to be Submitted as per Attachment-2

All the bids must be accompanied by Bid Document Fee & Bid Security Declaration, as mentioned above. **Bids not accompanying the Bid Document Fee & Bid Security Declaration, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.**

The Bid Security Declaration and must reach the following address in a sealed envelope super scribed “**EMD and Bidding Document Fee for CESL/06/2021-22/EV/E2W/AP/212209048 dated 24/09/2021** before the submission date & time mentioned above.

Mr. Ashim Bhattacharya, Head (SCM)
Convergence Energy Services Limited
Core-3, 2nd Floor,
SCOPE Complex,

Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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Lodhi Road, New Delhi-110003

The subject procurement will be done through manual tendering. The NIT is available on the website <https://eesl.eproc.in> or could be viewed after following the link of ‘e-Tendering’ on CESL's website's Home Page, i.e., <http://convergence.co.in> from where the bidders registered with CESL (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids .

BENEFITS & EXEMPTIONS FOR MSEs (APPLICABLE TO THIS EMPANELMENT ONLY)

1. Following benefits will be given to Start ups and MSEs in this tender: -

All MSEs notified as per GFR 2017 clause no. 1.10.4 and as notified below shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSE must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME, indicated below: -

- (a) District Industries Centers;
- (b) Khadi and Village Industries Commission;
- (c) Khadi and Village Industries Board;
- (d) Coir Board;
- (e) National Small Industries Corporation;
- (f) Directorate of Handicraft and Handloom;
- (g) Udyog Aadhar Memorandum issued by Ministry of MSE; or
- (h) Any other body specified by the Ministry of MSME.

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by ‘Department of Industrial Policy & Promotion (DIPP)’ along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.
2. **Purchase Preference to MSEs:** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

Type of tender	Price quoted by MSE	How the tender shall be finalized
Can be split	L1	Full Order on MSE subject to tender evaluation condition
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE



Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price
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2.1 Where the tendered quantity can be split: In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

2.2 Where the tendered quantity cannot be split/divide: In case of tender item is non-split able or non-dividable, etc.: MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

2.3 MSE owned by SC/ST is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST
- b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

2.4 MSE owned by Women is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be Women
- b. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.

If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

- 3. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be as under subject to their meeting of quality and technical specifications: -

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	<p>(a) If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE as general bidder.</p> <p>(b) If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching</p>



		<p>with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE bidder(s) is/are less than 25% after the matching of rates with L1 bidder by adopting the tender split criteria, then the clause of purchase preference for award to MSE bidder(s) up to 25% of the tendered quantity subject to matching L1 rates will be followed to make the total quantity going to MSE bidder(s) @ 25%; provided the rates are within L1+15% range. In such cases, remaining quantity after award of 25% to MSE bidder(s) shall be distributed amongst other eligible bidders in the pre-declared split ratio. If order(s) going to MSE bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to MSE bidder(s) in such cases shall be less than 25% which will be in line with the tender conditions.</p> <p>(c) If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender</p>
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		<p>conditions to general bidders subject to matching L1 rates.</p> <p>(d) If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p>(e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by CESL. However, CESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case</p>
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			CESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by CESL which will be binding on the bidder. CESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	<p>(a) If MSE is L1, 100% order will be given to MSE.</p> <p>(b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder.</p> <p>(c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.</p>

4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.

whereas, startup means an entity, incorporated or registered in India:

- (a) Not prior to ten years,
- (b) With annual turnover not exceeding INR 100 crore in any preceding financial year, and
- (c) Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- (d) Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 100 crore or it has completed 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications will be considered.

NOTES: -

- a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
- b) In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
- c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods is not produced by MSEs is also involved.



- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above “Tender conditions for Benefits/Preference for Micro & Small Enterprises (MSEs).”
- e) If bidder submits EMD/bid security fees and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE’s.
- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.

Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

Note: In case of submission of Udyog Aadhar Memorandum/Udyam Registration to claim benefits applicable to MSEs, NIC (National Industrial Classification) code mentioned in below table shall be acceptable as a proof of the fact that the applicant is registered as MSE for the ‘Tendered Item’.

Sr. No	5 Digit NIC Code	Description
1	29101	Manufacture of passenger cars
2	29102	Manufacture of commercial vehicles such as vans, lorries, over-the-road tractors for semi-trailers etc.
3	29103	Manufacture of chassis fitted with engines for the motor vehicles included in this class
4	29104	Manufacture of motor vehicle engines
5	29109	Manufacture of motor vehicles n.e.c.
6	30911	Manufacture of motorcycles, scooters, mopeds etc. and their engine
7	30912	Manufacture of three-wheelers and their engine
8	30913	Manufacture of parts and accessories of three wheelers and motorcycles including side car

Udyog Aadhar Memorandum/Udyam Registration, then in such a case the benefits applicable to MSEs shall NOT be given to the applicant.

- “Holding Company “and “Subsidiary “shall have the meaning ascribed to them as per Companies Act, 1956 or, in vogue.
- In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:
 - (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures.
 - (ii) A Certificate from the CEO/CFO of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.
- In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In



such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachment-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.

In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.

THE BIDS IS TO BE SUBMITTED AS FOLLOWS: -

Envelope-I (pre-qualification) should contain the following:

- i. **Bidding Document Cost** in the form of Banker's Cheque/Demand Draft/Pay Order drawn in favour of "Convergence Energy Services Limited", payable at New Delhi, OR copy(ies) of the relevant documents/certificates, etc. in case exemption is sought.
- ii. Letter of the bidder submitting the bid in the form as stipulated in the bid document i.e., as per Bid Form as **Attachment-1**, Forms & Procedures.
- iii. Bid Security Declaration duly notarized on Rs. 100/- stamp paper as per **Attachment-2**, Forms & Procedures.
- iv. **Power of Attorney to Sign the Bid** as per the Attachment-3 - Bidders to use their own format.
- v. **Acceptance of CESL's Fraud Prevention Policy** as per the format at Attachment-7
- vi. **NEFT/RTGS Mandate Form duly attested by Bank** as per Attachment-9
- vii. Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head. Bidder shall clearly mention tender reference number and date of signing the self-declaration.
- viii. Duly Filled **Compliance Matrix/ CHECK – LIST FOR BIDDERS** as per **Attachment-10**, Forms & Procedure
- ix. Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per **Attachment-11**, Forms & Procedure
- x. Self-Declaration duly signed and stamped at company's Letter Head for not being under debar list/undergoing debarment period on account of breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for giving false declarations of local content. Bidder shall clearly mention tender reference number and date of signing the self-declaration
- xi. Certificate regarding Declaration of Local Content as per **Attachment-12**, Forms & Procedure
- xii. Certificate Regarding Compliance of Meity Notification Vide File No. 1(10)/2017-Cles Dt. 02.07.18 as per **Attachment 13**, Forms & procedures Duly filled Signed by authorized signatory
- xiii. Model declaration form as per **Attachment 14** Forms & Procedure

Envelope-II, i.e., Techno-Commercial Proposal of the bid should contain the following:

- i. **Deviation Statement** (as per format at Attachment-5).

NOTE: CESL reserves the right to consider or disregard deviations, and reject bids in case of non-compliance. Bids containing material deviations from or reservations to the Terms & Conditions and specifications mentioned in the Tender will be treated as non-responsive & will not be considered further.





- ii. Covering Letter of the bidder, enclosing Techno-commercial bid as indicated in bid documents, i.e., documentary evidences regarding bidder's eligibility and qualifications to perform the Contract, as required per the Eligibility Conditions/Criteria, Qualifying Requirements AND Details of Service Provider team structure.
- iii. One complete set of the EOI and of all its subsequent amendments (if any, effected)}, duly signed and stamped on each page by the bidder.

Envelope-III, i.e., Price bid should contain the following:

Since the bids are to be submitted in manual mode, bidders are requested to submit the price bid in sealed envelope (hard copy).

- i. The Price Bid Sheet Format(s) is/are prescribed at ANNEX-A of this document. (Prices should be filled strictly in the specified format provided in Annex-A and any change may lead to disqualification of bidder)

Opening & Further Processing of the Bids

Initially, Envelope-I containing the documents (as stated above) will be opened. Envelope-II will be opened on the same day of only those bidders, who have submitted/paid Tender Fee and Bid security declaration (if exemption is not claimed and applicable) and the requisite documents of Envelope-I.

Documents found in Envelope-II shall be scrutinized by CESL w.r.t. the Tender's Eligibility Conditions/Criteria for Bidders and Qualifying Requirements.

Envelope-III (Price Bid) shall be opened subsequently subject to acceptance of Techno-Commercial Bid. Opening date will be intimated to all those bidders, who are found technically & commercially acceptable to CESL.

Price-Bid of the techno commercially disqualified bidders will not be opened.

The opened Price Bids shall be evaluated as per the criteria set out in the Tender and the award(s) of Contract shall be recommended accordingly.

All 03(three) envelopes mentioned above should be furnished in separate sealed covers super-scribing EOI no. with particulars as

Envelope1 –“**Pre-Qualification**”

Envelope 2 “**Techno-Commercial Proposal**”

Envelope 3 “**FINANCIAL BID (filled price bid)**”

and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified in EOI.

*On Behalf of CESL
SCM Department*



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
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Expression of Interest (EOI) for OEM Empanelment for Supply of Electric Two-Wheeler Vehicles (High Speed/Low Speed) in Andhra Pradesh

1. OBJECTIVE¹²

Convergence Energy Services Limited (CESL) has been appointed the Programme Manager to implement Schemes to Promote Adoption of Electric Two-wheelers (E2W) in the State of Andhra Pradesh. As a part of the Scheme, CESL wants to empanel OEM(s) to supply E2W (High Speed/Low Speed) to the end-consumers.

New & Renewable Energy Development Corporation of Andhra Pradesh (NREDCAP), Government of Andhra Pradesh, the designated Nodal Agency in the State, has partnered with CESL to facilitate and finance the scheme for promotion of E2W(High Speed/Low Speed), based on consumer demand. Vehicles procured by CESL are to be supplied to the state government employees.

The EV policy in the state is aimed to phase out ICE vehicles by 2024 in four major cities, and in all cities by 2030. CESL shall be supporting the Electric Mission of the State Government to scale up E2Ws (High Speed/Low Speed) through demand aggregation, procuring best quality products and services at lowest prices from the OEM(s) and supplying vehicles to the end-users. CESL, as per the discussion with State-designated Nodal Agencies, plans to procure E2W in High Speed/Low Speed.

Note: 1. For the purpose of this document, the terms E2W or EV refer to vehicles that run solely on energy from battery installed in the vehicle, and do not have any internal combustion engine. High-speed vehicles are FAME-II complaint (Eligible for FAME II subsidy) and Low Speed vehicle are non-FAME II compliant (not eligible for FAME II subsidy)

2. BACKGROUND

India is at the cusp of an e-mobility revolution. The Government of India is moving towards accelerated adoption of Electric Vehicles (EVs)³ by 2030 to cut down its carbon emissions. One of the key policy measures launched by the Central Govt. to promote EVs is the Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles Scheme (FAME) Phase-II under NEMMP 2020. The Phase-II of the Scheme has a total budget outlay of INR 10,000 crores, for upfront incentives on the purchase of EVs, as well as, supporting the development of charging infrastructure.

On 11 June 2021, Department of Heavy Industry issued a corrigendum (Gazette Notification CG-DL-E-11062021-277493) for the FAME-II Scheme. The corrigendum brings forth the following major changes,

- a) Demand incentive for FAME II compliant E2W (High Speed Vehicle) are revised from INR 10,000 per kWh to INR 15,000 per kWh, with a maximum cap at 40% of the vehicles' cost (from 20% of the vehicle cost).

¹ OEMs which have already participated in EOI Ref No:CESL/06/2021-22/EV/E2W/EOI/AP/LTE for high speed E2W, can participate in this EOI for low speed E2W.

² OEMs which have missed participation in EOI Ref No: CESL/06/2021-22/EV/E2W/EOI/AP/LTE for high speed E2W, can participate in this EOI for low and high speed E2Ws

³ For the purpose of this document, the terms E2W or EV refer to vehicles that run solely on energy from battery installed in the vehicle, and do not have any internal combustion engine

- b) Energy Efficiency Services Limited (EESL)⁴ has been appointed as designated agency for aggregating demand of 300,000 E3W for multiple user segments
- c) EESL has been appointed as designated agency for aggregating demand electric buses (for nine (9) cities with population of more than four million plus cities - Mumbai, Delhi, Bangalore, Hyderabad, Ahmedabad, Chennai, Kolkata, Surat, and Pune)

The initiative being undertaken by Convergence Energy Services Limited (CESL) to aggregate e-mobility demand and deploy the e-mobility solutions using innovative business models is expected provide an impetus for Indian EV ecosystem players to gain efficiencies of scale and grow technical competencies for the long-term growth of the EV industry in India.

3. INTRODUCTION TO CONVERGENCE ENERGY SERVICES LIMITED

A joint venture of NTPC Limited, Power Finance Corporation, Rural Electrification Corporation and POWERGRID, Energy Efficiency Services Limited (EESL) was set up under Ministry of Power to facilitate implementation of energy efficiency projects. EESL is an Energy Service Company (ESCO) that seeks to unlock energy efficiency market in India, estimated at US\$ 12 billion that can potentially result in energy savings of up to 20 per cent of current consumption, by way of innovative business and implementation models.

Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the administration of Ministry of Power, Government of India headquartered at New Delhi. CESL focuses on the development of renewable energy, electric mobility etc. with the ultimate objective of discovering business models around a convergence of the various initiatives of the company.

CESL is handling solar and mobility portfolios of EESL, international business interests and any further business that involves a convergence of these two traditional sectors. CESL handles projects related to deployment of Electric Vehicles (EVs) and charging stations, solar power, renewables, carbon credits and other related matters. CESL has a dedicated carbon finance unit that is currently preparing its own portfolio.

3.1. Role of CESL

As the Programme Manager for the Scheme for Promotion of Adoption of E2W (High Speed/Low Speed) in the state, CESL will:

- a) Empanel widest range of electric automobile makers to supply EVs
- b) A digital platform will be deployed for end-user to select the EV model
- c) Enable the financing of EV for 3-5 years through a financier (CESL or Financial Institute such as Scheduled Banks or NBFCs) empanelled by CESL, as required. The EVs will also be offered to be purchased on upfront basis.
- d) Facilitate delivery of EV and extending all post sales & service support

Within the framework of the scheme, CESL will empanel several Original Equipment Manufacturers (OEM(s)) to supply select E2W models (high-speed/low speed) in the state of Andhra Pradesh.

3.1.1. Introduction to Digital Platform

Digital Platform is an integral component for successful implementation of the schemes in Andhra Pradesh. The Platform is envisaged to ensure seamless transaction between all stakeholders involved and facilitate a completely

⁴ EESL will fulfil this mandate through its wholly owned subsidiary CESL.



paperless, cashless and system driven e-market place for buying and selling of E2Ws (High Speed/Low Speed). The Digital Platform is expected to fulfil two primarily roles:

- i. The platform will be used for registration/empanelment of interested OEM(s) that wish to supply vehicles under this scheme. All empanelled OEM(s) will display and list their selected models (as selected in this EOI) on the digital platform.
- ii. Used for interaction between the consumer and the OEM to enable selection of the E2Ws (High Speed/Low Speed) of their choice. Consumers will be able to make a choice and buy an E2W from the models shown on the platform.

Some of the key interfaces in the Digital Platform shall include:

- i. **Consumer Interface** to provide E2W (High Speed/Low Speed) model options to customers to choose from. Consumer may have choice to update his/her personal information (such as Aadhar Card, PAN, Address, Employee ID/ number, etc.) for enabling the purchase process. This information may be used for facilitating financing or may be used by CESL to track the sale of E2Ws (High Speed/Low Speed).
- ii. **OEM Interface:** OEM(s) empanelled by CESL shall upload information on the E2W models (High Speed/Low Speed) available on offer, such as price, features, warranty, specs, as required by CESL. OEM to ensure that the EV model selected by Consumer is available at the time of sale. The interface shall also assist OEM(s) in sharing information with agencies responsible for vehicle registration as per the State's requirement
- iii. **CESL Interface:** The platform will have a comprehensive dashboard for tracking sale of E2Ws (High Speed/Low Speed) by CESL (with time, geography, demography, and OEM). It will be used for the administration and disbursement process of the State Subsidy to OEM(s) (if applicable), once the sale of vehicle is confirmed and relevant invoices are uploaded on the platform.

Please note that in case the digital platform is not operational by the time of issue of LOA to the OEM(s), CESL may aggregate the demand manually and request OEM(s) to supply E2Ws (High Speed/Low Speed) based on the aggregated demand.

The objective of this document is to empanel E2W OEM(s) who shall display their selected models on the digital platform to provide consumer a choice to buy an EV of their choice. The number of E2W (High Speed/Low Speed) to be provided may be increased/decreased based on the demand received. The government of AP shall run awareness campaigns for the general public through office notifications / SMS / government websites and other forms of media as deemed fit. This scheme will have both the options i.e. outright purchase and the OEMs may also introduce vehicle financing options for the consumer to promote greater adoption of E2Ws (High Speed/Low Speed).

4. SCHEME FLOW IN ANDHRA PRADESH

In Andhra Pradesh, the scheme is applicable only for the State Government employees for whom the vehicle will be made available on lease (36-60 months) or upfront purchase basis. The Scheme is expected to promote 1,00,000 E2Ws (High Speed/Low Speed) to all government employees over a period of one year. CESL has signed a firm agreement to deploy at least 25,000 E2W (High Speed/Low Speed) in next 06 months.

- (i) CESL will empanel OEM(s) to facilitate the supply of E2Ws (High Speed/Low Speed) to consumers' basis this EOI document.
- (ii) The Platform will act as a console for consumers to indicate their interest, select the model to be purchased, and choose the payment option.



- (iii) CESL shall verify the eligibility of the employee with respect to his/her employment status to avail the benefits of the scheme. After successful verification (if it is a state government employee), the application will be approved, and the lease agreement (if applicable) shall be signed between the employee and CESL. Based on instructions from CESL, the OEM (directly or through its dealer network) will supply the vehicle to the consumer. The vehicle will be billed to the consumer / buyer of the E2W (High Speed/Low Speed).
- (iv) On confirmation of supply of E2W (High Speed/Low Speed), CESL will make payment to the OEM against the purchased vehicle after deducting the Central and State Subsidy.

5. PERIOD OF VALIDITY OF BID:

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

6. GENERAL EOI CONDITIONS

Unless otherwise specifically stated in the document, all listed conditions constitute minimum requirements. All quotes must meet or exceed stated requirements. All pricing submitted in response to this EOI are open to negotiation by CESL.

6.1. Vehicle price for different categories

6.1.1. High-Speed (FAME-II Compliant)

- i. The price of the E2W (High Speed) offered by the OEM(s) as per the FAME Guidelines should be inclusive of:
 - a) GST as applicable on the vehicle
 - b) Comprehensive insurance charges for a period of 3 years (i.e. 1-year comprehensive insurance + 2 years third party)
 - c) Registration fee as applicable in the State for the model
 - d) Annual Maintenance will be comprehensive excluding consumables for 3 years
 - e) The Base price (as quoted in Annexure A), excluding comprehensive insurance, comprehensive AMC excluding consumables, registration fee and road tax, has to be lower than the retail price (Ex showroom price)
 - f) Quoted price has to be minimum 10% lower than the retail price (Ex-showroom price)
- ii. All vehicles supplied by OEM(s) should come with minimum Warranty (battery + vehicle) conditions for three years
- iii. OEM(s) shall submit the prices of only those models that are eligible under the FAME II subsidy
- iv. The OEM(s) will facilitate the registration of E2W for CESL and its clients. The cost of the registration should be included in the vehicle cost.

6.1.2. Low Speed

- i. The price of the E2W (Low Speed) offered by the OEM(s) should be inclusive of:
 - a) GST as applicable on the vehicle



- b) Comprehensive insurance charges for a period of 3 years (i.e. 1-year comprehensive insurance + 2 years third party)
- c) Registration fee if applicable in the State for the model
- d) Annual Maintenance will be comprehensive excluding consumables for 3 years
- e) The Base price (as quoted in Annexure A), excluding comprehensive insurance, comprehensive AMC excluding consumables, registration fee and road tax, has to be lower than the retail price (Ex showroom price) quoted price has to be minimum 10% lower than the retail price (Ex-showroom price)
- ii. All vehicles supplied by OEM(s) should come with minimum Warranty (battery + vehicle) conditions for three years
- iii. The OEM(s) will facilitate the registration of E2W for CESL and its clients. The cost of the registration should be included in the vehicle cost.

6.2. Sale points and Service centres

- i. The OEM(s) shall cover the entire area of Andhra Pradesh, comprising of 13 districts, 650 mandals, 100+ municipalities, for sales delivery and servicing within 6 months of registering on the platform on a best effort basis. However, an E2W (High Speed/Low Speed) cannot be sold in a district until a service centre has been set-up in the district.
- ii. The OEM shall cover the entire area of Andhra Pradesh for sales delivery and servicing within 6 months of registering on platform on a best effort basis. However, E2W (High Speed/Low Speed) cannot be sold in district until a service centre has been set up in the district
- iii. The E2W (High Speed/Low Speed) Supplier (s) would be required to provide hassle free maintenance services across the country. Further, E2W Supplier(s) would be required to ensure availability of at least one OEM authorized service centre in every district across Andhra Pradesh (final locations would be intimated later) on a best effort basis. However, an E2W cannot be sold in a district until a service centre has been set-up in the district.
- iv. The OEM(s) to provide full details (Contact person, Communication Address) of the sales outlets and service points in each district in the format attached (ANNEX B) within 6 months of empanelment on the platform

6.3. Other General Requirements

- i. OEM(s) shall supply the vehicle to the Consumer directly or through their Authorised Dealer Network
- ii. The price to be paid by the Consumer will be net off the Central purchase incentives and State purchase incentives (if any).
- iii. The OEM(s) should arrange all the necessary clearances and approvals for the sale of the proposed models.
- iv. Charger compatible with the E2W (High Speed/Low Speed) model proposed to be supplied along with the vehicle at no additional cost
- v. The functionality and specification of the E2W (High Speed/Low Speed) (unless otherwise mentioned in this document) need to be in accordance with Section 7.
- vi. The OEM(s) should ensure that the official logos of CESL and the State Government, as provided by CESL, are present on the vehicle at the time of delivery
- vii. **OEM must pay participation fee, linked to battery capacity of given model/product quoted as per formula: Participation fee= INR 1500*Battery Capacity (kWh)* Total no of units sold. This fee will be deducted from the final invoice that is submitted to CESL**
Ex: For battery size of 1.8kWh, for Order of 1 unit, Participation fee= 1500*1.8*1= INR 2700



7. ELIGIBILITY & QUALIFYING REQUIREMENTS FOR OEM EMPANELMENT

- i. Apart from the criteria given below, past performance of OEM(s) with CESL, i.e., related to quality, supply, performance, etc. shall be taken into consideration by CESL during OEM empanelment.
- ii. CESL reserves the right to independently verify the authenticity of the documents submitted/claims made by the OEM(s) and may also ask for presenting the original copy of the submitted document(s). Further, on such verification, if it is found that the OEM(s) has made false claims, submitted forged documents, etc., the OEM shall be liable for outright rejection, notwithstanding other rights available under the tendered Terms and Conditions for taking actions against the OEM(s), as deemed fit by CESL.
- iii. The OEM(s) should be empanelled by NREDCAP for the participating model and submit the necessary document to prove the same.

8. SCOPE OF WORK & PROJECT EXECUTION

8.1. Scope of Work

CESL intends to procure Electric-Two Wheelers as per FAME II guidelines for deployment of EV transport solutions in the States of Andhra Pradesh. The scope of the OEM(s) shall include designing, engineering, manufacturing, testing, inspection, supply, transportation, complete system warranty & transit insurance, delivery to the end-consumer and provide after sales support.

8.2. Product Specification E2W

The desired functional and technical specifications of E2Ws (applicable in Indian conditions) have been mentioned in the subsequent sections of this document. However, the intent is not to specify and capture all the aspects of design and installation associated with E2Ws mentioned herein. It shall be the obligation of OEM(s) that all the systems, sub-systems and equipment’s/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards.

Technical details of each Model quoted in the price bid shall be furnished in the following format.

	Model 1	Model 2
Name		
Price		
Top speed		
Motor Power		
Motor Type		
Max Torque		
Motor IP Rating		
Range / Full Charge		



Battery Watts		
Battery Type		
Braking System		
Front Brakes		
Rear Brakes		
Front Suspension		
Rear Suspension		
Dimensions		
Chassis Type		
Weight		
Ground Clearance		
Tyre Size		
Tyre Type		
Wheel Size		
Wheel Type		
Tail Light		
Head Light		
Year		
special features		
Other features(List all other features here)		

***Please add more columns if required.**

8.2.1. Technical Specifications of the E2Ws

- i. All high speed E2Ws vehicles should be technically in compliance with the FAME II Guidelines.
- ii. All high speed E2W should be in range of 40-100 km per single charge
- iii. All Low speed vehicle should be having range of minimum 40 km per single charge
- iv. All vehicles offered should have ARAI/ICAT/CIRT certification.

Note:

- a) E2W (high Speed), to be supplied, must meet all eligibility conditions for availing Demand Incentive under Phase-II of FAME (Faster Adoption and Manufacturing of (Hybrid) and Electric Vehicles) India Scheme of Govt. of India. OEMs to submit the FAME II Compliance certificate to CESL before it can start delivery of vehicles.
- b) Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to CESL.



- c) Benefit of any Incentives or Subsidies issued by the State or Central Government/Department during the execution of contract shall be passed on to CESL.
- d) OEM E2W (High/low Speed) charger should be capable of charging as per approved standards
- e) All wiring within the vehicle interior including boot space shall be concealed properly
- f) An easily accessible telematics gateway unit should be optional in the E2W (High/low Speed)
- g) Various design elements (decals and logos) would be informed by CESL as per requirements and would be specified by CESL based on the two-wheeler design. The bidder has to bear the cost of developing and putting the designs (decals and logo) on the vehicle.
- h) Chargers compatible with the E2W model proposed to be supplied along with the vehicle at no additional cost.

The E2W (High/low Speed) before delivery, should meet all the regulatory and statutory norms and obtain all the approvals/NOCs from appropriate Indian Govt. agencies such as L1/L2 type approval requirements by ARAI/ICAT/CIRT laboratories. In case the successful OEM(s) fails to comply with these requirements, its order shall be cancelled and shall be blacklisted for at least 3 years by CESL from future tenders/EOIs.

8.3. Standard Warranty requirement

- i. OEM(s) must include Roadside assistance, including towing of vehicle to designated workshop (Under accidental, technical and/or any unforeseen breakdowns including battery discharge cases) under standard warranty
- ii. The OEM(s) would be required to provide hassle free maintenance services across the country. Further, OEM(s) would be required to ensure availability of at least one OEM authorized service centre in every State district (final locations would be intimated later). However, OEM(s) should intimate the locations of its current service stations in Andhra Pradesh in the format attached (**ANNEX-B**).
- iii. The turn-around time for repairs should be in line with SLA mentioned at [Section 7.4](#). The OEM(s) are expected to clearly specify the authorized workshop timings as a part of the proposal. It is the OEM's responsibility to ensure that there are sufficient number of services centers to cater to the volume of vehicles planned to be introduced in each city and adhere to the SLA's.
- iv. The OEM(s) will be penalized for delays over and above the defined SLAs in [Section 7.4](#).
- v. The battery warranty provided must be as per Standard Warranty under FAME II policy.

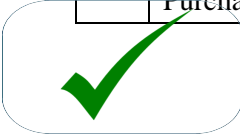
8.4. E2W (High Speed/Low Speed) Service Level Agreement (SLA)

E2W procured under this EOI will be required to meet the SLAs. The OEM(s) should inform the contact information of the Nodal person who would be dealing with all the technical/non-technical issues.

Sr. No.	Defined Parameter	Service Level requirement	Validation Procedure	Penalty
1.	Turnaround times for non-accidental repairs	The turn-around time for non-accidental repairs should be no longer than 3 working days from reporting of issue to nodal person designated by OEM to readiness for dispatch with the issues	The successful OEM(s) shall maintain a record of <ul style="list-style-type: none"> i. Intimation, in & out time of breakdown vehicle ii. OEM has to maintain the record of breakdown issues and to submit the report on actions taken. 	In case of reporting of non-accidental issue to OEM designated person and turn-around time (i.e., from reporting of issue till readiness of vehicle with issue resolved) is more than 3 working days, additional penalty of INR 500 per day per vehicle till the time



Sr. No.	Defined Parameter	Service Level requirement	Validation Procedure	Penalty
		<p>resolved in case of non-accidental repairs.</p> <p>All spares for repairs are to be maintained at a reasonable level to ensure adherence to turnaround times for repairs.</p>	<p>All the information sought in point (i), (ii) & (iii) to be submitted on monthly basis to the CESL/Client/Fleet service provider for certification by 7th of every calendar month.</p>	<p>vehicle is ready for delivery will be charged.</p> <p>In case of same fault recurring in a particular vehicle more than 2 times within a period of 2 months, penalty amounts as mentioned above will be doubled.</p> <p>Working days are defined as Monday to Friday, other than gazetted public holidays.</p>
2.	<p>Turnaround times for accidental repairs</p> <p>Minor Accidental incident: Claim amount less than INR 10,000</p> <p>Major Accidental incident: Claim amount more than INR 10,000</p>	<p>In case of minor accident, the turnaround time should be no longer than 5 working days from approval from CESL and/or insurance agency to readiness for dispatch with the issues resolved. In case of major accident, the turn-around time should be no longer than 12 working days from approval from CESL and/or insurance agency to readiness for dispatch with the issues resolved.</p>	<p>The successful OEM(s) shall maintain a record of</p> <ol style="list-style-type: none"> Intimation, in & out time of breakdown vehicle OEM has to maintain the record of breakdown issues and to submit the report on actions taken. <p>All the information sought in point (i), (ii) & (iii) to be submitted on monthly basis to the CESL/Client/Fleet service provider for certification by 7th of every calendar month.</p>	<p><u>For Minor accident</u></p> <p>More than 5 working days a penalty of INR 500 per day per vehicle till the time vehicle is ready for delivery will be charged.</p> <p><u>For Major accident</u></p> <p>More than 12 working days a penalty of INR 500 per day per vehicle till the time vehicle is ready for delivery will be charged.</p> <p>Working days are defined as Monday to Friday, other than gazetted public holidays.</p>
3.	<p>Timely Delivery of registered E2W:</p> <p>OEM(s) must ensure that E2W's Confirmatory Purchase</p>	<p>Within 4 weeks of issuance of Confirmatory PO/Indent.</p>	<p>Copy of PO/intimation, Challan from Department of Transport, Delivery challan signed by</p>	<p>0.5% penalty on the total supply value whichever is applicable of the delayed quantity confirmed for supply through the Confirmatory PO/Delivery Order (as per Price Quotation in</p>



Sr. No.	Defined Parameter	Service Level requirement	Validation Procedure	Penalty
	Orders/Delivery Order placed pursuant to issuance of LOA are delivered as per the scheduled date of delivery set out in the purchase order at the designated place.		representative of OEM, CESL/Client. In addition, OEM will also submit the quarterly report of PO placed by CESL and delivery of registered vehicles against the Purchase Orders.	Package 1/2/3 of Annex A whichever is applicable) for every week's late delivery, subject to a maximum cap of 5 % of the total supply value of the delayed quantity of the Confirmatory PO/Delivery Order (as per Price Quotation in Package 1/2/3 of Annex A whichever is applicable).

8.5. Quality Control / Inspection by CESL

- i. CESL reserves the right to visit the manufacturing site or the supply chain for quality inspection by requesting the OEM to arrange for the same. CESL at its discretion may order the testing of random samples at an ARAI/ICAT/CIRT Testing Laboratory or at any other third-party ARAI/ICAT/CIRT -accredited laboratory at cost of the OEM(s).
- ii. Testing of equipment like battery, range & scooter performance etc. at third party labs/facilities like ARAI/ICAT/CIRT in the first joint inspection shall be borne by the supplier.

8.6. Pre-Dispatch Inspection

- i. All materials/equipment supplied by the OEM(s) against the Letter of Award (LOA) shall be subject to inspection, check and/or test by the CESL or its authorized representative at all stages and place, before, during and after the manufacture.
- ii. The successful OEM(s) shall submit specifications and data sheets of key components including battery, motor etc. **as might be requested** at least 48 hours in advance of pre-dispatch inspection date.
- iii. The OEM(s) shall maintain and provide statutory test certificates for each supplied batch, confirming compliance to the technical specifications and other LOA requirements. The Test Certificate needs to be transmitted electronically to CESL **as might be requested** at least 48 hours in advance of pre-dispatch inspection date. Only those batches meeting compliance shall be dispatched by the supplier.
- iv. If upon delivery, the material / equipment does not meet the specifications, the material / equipment shall be rejected and returned to the supplier for repairs / modification, etc. or for replacement. In such cases, all expenses including the to-and-fro freight, any other costs, etc. shall be to the account of the OEM(s).
- v. All tests shall be carried out as per the relevant standards followed by ARAI/ICAT/CIRT, and the E2W manufacturer shall submit the relevant test reports.

8.7. Documentation along with supply of E2W

The OEM(s) shall provide the following documents (both hard copy and soft copy) to CESL for reference:

- a) Manual / Guide: User Manuals
- b) FAQ
- c) OEM Functional Manuals (Optional)
- d) Troubleshooting Guides (Optional)



- e) Necessary regulatory documentation

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

8.8. Representatives of OEM(s)

- i. The OEM(s) shall intimate the details of NODAL Officer, within one week of issue of LOA, who shall be the single point contact from their side for all communications (technical as well as contractual). CESL or its representative shall also intimate the details of Engineering In-charge (EIC) who shall coordinate all the activities from the side of CESL.
- ii. The NODAL officer shall be responsible for interacting with CESL or its representatives and all the other stakeholders such as client, insurance agency, fleet management agency, system integrators, and communication service providers etc. to ensure seamless implementation of the project.

9. EVALUATION CRITERIA

- i. Price bid of all techno commercially qualified bidder will be opened.
- ii. Price quoted by bidder will be evaluated based on the tender terms and condition.
- iii. Letter of empanelment will be issued to all qualified bidders

10. BILL OF QUANTITY

The indicative bill of quantity to be supplied over the duration of the scheme is 1,00,000 E2W. Please note that these volumes are indicative only. The actual volume sold will depend on the procurement choice of the prospective consumers.

11. PRICE QUOTATION

The OEM(s) shall provide separate quotes for different type of variants. The price shall include the comprehensive insurance, registration charges (wherever applicable), annual maintenance charges for 3 years, road tax and other statutory charges. **The price quoted should be independent/without any subsidy provided by central or state government on procurement of electric vehicles.**

12. PAYMENT TERMS

- i) Either the empaneled OEM or their authorized dealer can bill directly to CESL for supply portion only. In the latter case, the empaneled OEM shall submit the authorization letter for payment to dealer. Also, empaneled OEM shall sign an agreement with its dealer, where it is clearly mentioned that if the dealership is cancelled during the contract period mentioned in LOA issued by CESL to the empaneled OEM, CESL will make the payment of balance retained amount to the OEM on the basis of invoices submitted by the dealer. Further, the agreement document should also mention that cancellation of the dealership between dealer and the OEM shall not affect the rights and obligations of the OEM mentioned under LOA issued by CESL.
- ii) OEM needs to ensure delivery and acceptance of the E2W in good condition as per purchase order before submitting the invoice. This includes supply of required vehicles and acceptance from the concerned client.
- iii) **Payment Schedule:**

Payment Milestone	Payment Terms	Conditions
Delivery of Vehicle	90% Payment of base price + 100% of Insurance Cost + 100% of registration charges (wherever applicable) + 100%	Payment shall be released on the delivery of vehicles within 30 days after receipt of original invoice at



Payment Milestone	Payment Terms	Conditions
	<p>GST + TCS (if applicable) of price quoted in the Package applicable will be released for the quantity delivered as per the Confirmatory PO/Intent issued by CESL on receipt of delivery by end consumer. 100% of Annual Maintenance Charges + GST (as applicable) will be released at the end of each year.</p> <p>Remaining 10% payment of base price shall be retained for three years from the date of deployment of vehicle.</p> <p>This payment would be considered as Supply payment and would be made to the OEM or its agents / dealers net of Central and State subsidy (if applicable) i.e., Central and State subsidy will net off from the final vehicle invoice that is submitted to CESL</p> <p>OEM will passed on the Central and State subsidy in the invoice.</p>	<p>CESL with receipt acknowledged, signed and stamped by CESL authorized representative at designated project location.</p> <ol style="list-style-type: none"> 1. The payment will be released after realizing the payment from end consume in case of outright purchase option. 2. The payment will be released after realizing the first installment in case of vehicle financing option. <p>Any penalty imposed shall be deducted from the remaining 10% payment of base price which is retained for three years.</p>

The OEM(s) shall note the following:

1. The OEM(s) shall provide the following documents at the time of invoicing:
 - i. Invoice in Original duly signed and stamped by OEM/OEM Authorized Dealer; Delivery Challan mentioning chassis number, registration number, client's name, date of deployment duly signed and stamped by CESL, OEM & CESL's Client
 - ii. Registration Challan issued by Department of Transport
 - iii. Copy of Insurance policy
 - iv. Pre-dispatch Inspection report or ARAI/ICAT/CIRT Certificate
2. All documents to be duly certified by the EIC/representative, and/or by the End User/Customer Representative.
3. The payment shall be processed only after receipt of following:
 - i. Acceptance of LOA and signing of Contract Agreement
 - ii. Documentary proof of payment by client to CESL



13. The bidder should not have been black-listed by central/ state government or public sector undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

14. GUIDELINES TO APPLY AS OEM EMPANELMENT FOR SUPPLY OF ELECTRIC TWO-WHEELER VEHICLES (HIGH SPEED/LOW SPEED) IN ANDHRA PRADESH

CESL shall empanel technically qualified OEMs for supply of electric two wheelers (High Speed/Low Speed) for the state of Andhra Pradesh through this Empanelment. The qualifying criteria and terms and conditions for selection of OEMs shall remain same as per this EoI. Interested OEMs has to submit the attached documents and bid in the given format along with supporting document as per QR section of “OEM Empanelment for Supply of Electric Two-Wheeler Vehicles (High Speed/Low Speed) in Andhra Pradesh” in a sealed envelope. Mention on top of envelope “EoI for OEM empanelment for supply of electric two wheelers (High Speed/Low Speed in the Andhra Pradesh” and send to the Mr. Ashim Bhattacharya, CGM (SCM), Convergence Energy Services Limited, Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003. **Evaluation and empanelment will be done 1st week of every month till October 2022. Expression of Interest received after 30th September 2022 will not be considered.**

15. EMPANELMENT PERFORMANCE GURANTEEE

Within Twenty- Eight (28) days of the receipt of Empanelment Letter from CESL, the OEM shall furnish the Empanelment Performance Security/Guarantee in the form of a Bank Guarantee or Demand Draft of INR 5,00,000/- (Rupees Five Lakh Only.)

Any delay in submission of SD/CPG/DD shall be deemed as accruing of financial benefit to the DA and CESL may take necessary interest penalty recovery action (interest @ SBI’s MCLR + 2 %) from the payments due to the DA for the period of delay. However, this provision does not bind CESL in any way from proceeding against the DA (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non-submission of the SD/CPG/DD.

The Bank Guarantee must be valid to cover Period of Engagement + three months Claim Period.

Bank guarantee shall be from any Nationalized Banks/other scheduled private banks, to be from among the list of banks given at Attachment-6 of Section-6. CESL shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations.

Failure of the Successful Bidder to comply with the requirements of IFB/RFP/NIT shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.

This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC0000007.

BG advising message – IFN 760COV / IFN 767COV via SFMS	
Field Number	Particulars (to be mentioned in Row 1)
7037	EESL543840944

CESL encourages bidder to submit the EPG in the form of DD so as to avoid any delay in confirmation process of banks.



16. **ADJUDICATOR**

Adjudicator under the contract shall be appointed by the Appointing Authority i.e. MD (CESL). If the bidder does not accept the Adjudicator proposed by CESL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the CESL and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.

17. **ARBITRATION**

Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under the contract.

14. **DECLARATION OF LOCAL CONTENT**

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

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

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

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

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

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

15. **BID SECURITY DECLARATION**

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

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



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

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

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

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

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

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

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

17. Compliance to CESL’s EHSS Policy

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

18. Action by CESL if L1 backs out

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





ANNEX - A PRICE SCHEDULE FOR GOODS

Package-1

To Be Offered from Within India

(produced here for illustration purpose; to be filled-up ONLINE only)

Name of the OEM: _____

Name of Model, Variant and Colours: _____

High Speed/Low Speed: _____

Item Name	Base price per unit (in. Rs.)	GST applicable (in %)	Unit rate inclusive of GST (in Rs.) (in figure)	Total inclusive of GST (in Rs.) on F.O.R. destination basis (in figure)	Total inclusive of GST (in Rs.) on F.O.R. destination basis (in words)
(1)	(2)	(3)	(4) = 2+(3*2)	(5) = (4)	(6)
E2W with 3 years (battery + vehicle) warranty for Model 1					
Insurance for a period of 3 years for Model 1					
Registration Fee & Road Tax for Model 1					
Annual Maintenance Charges for 3 years for Model 1					
Total Price of E2W Model 1					

Signature :-
 Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
 ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : divyang.suri
 Serial No : 131B466



Item Name	Base price per unit (in. Rs.)	GST applicable (in %)	Unit rate inclusive of GST (in Rs.) (in figure)	Total inclusive of GST (in Rs.) on F.O.R. destination basis (in figure)	Total inclusive of GST (in Rs.) on F.O.R. destination basis (in words)
E2W with 3 years(battery + vehicle) warranty for Model 2					
Insurance for a period of 3 years for Model 2					
Registration fee for Model 2					
Annual Maintenance Charges for 3 years for Model 2					
Total Price of E2W Model 2					
E2W with 3 years(battery + vehicle) warranty) for Model 3					
Insurance for a period of 3 years for Model 3					
Registration fee for Model 3					
Annual Maintenance Charges for 3 years for Model 3					
Total Price of E2W Model 3					

Please add additional rows if a greater number of models are to be included

Evaluation will be done on the Total price of the E2W model that is price exclusive of GST, but including base price of vehicle, Registration Charges, Annual Maintenance Charges and Insurance charges.



Note: As applicable to above table:

1. Please note that these volumes are indicative only. The actual volume sold will depend on the procurement choice of the prospective consumers.
2. The price quoted should be independent/**without any subsidy** provided by central or state government on procurement of electric vehicles.
3. **The price should remain valid for a period of 1 year from the date of issuance of LOA**
4. The OEM(s) has to mandatorily quote for all the line items/services/jobs enlisted in the Price Quotation Sheet format. Else, the quotation shall be liable for outright rejection.
5. If there is a discrepancy between the individual unit rates and the total amount, the unit rates will prevail.
6. Quotation with variable price(s) will not be accepted.
7. Prices once quoted shall remain firm, and not be subject to any escalation, till completion/execution of the contractual assignments/work and till the contract's validity's extension, if any.
8. The contractor shall need to be mandatorily registered with the relevant Tax Authority(ies) for the LOA items (services, where applicable), and furnish photocopy of their tax registration certificate(s) and PAN along with each Tax invoice.
9. Deposit of all statutory taxes, duties, levies, etc. to government authorities shall be the sole responsibility of the contractor and the contractor shall indemnify CESL for any tax claims/problems, etc. with the statutory authority/Government or State authorities.
10. Income tax, TDS, statutory taxes etc. will be deducted at source by CESL as per government policies.
11. Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to CESL by the implementing partner(s).
12. Benefit of any incentives or Subsidies issued by state or central Government/Department during the execution of contract shall be passed on to CESL by the implementing partner.
13. Applicable taxes, duties, cess, etc. shall be paid on actuals as applicable in the state where the products are delivered, provided that the OEM(s) is registered with the relevant tax authorities.
14. The OEM(s) shall comply with all the statutory compliances, specifically pertaining to The Legal Metrology Act 2009.
15. Further, the OEM(s) must make sure that any compliances, to be ensured by CESL are communicated to CESL by the OEM(s) and if required, CESL may take assistance from the OEM(s) to execute such compliance(s) and the OEM(s) shall be reimbursed the statutory fee only, for performing compliance(s) on behalf of CESL applicable on CESL.
16. CESL have the rights to accept or reject any quotation or part without assigning any reason.
17. CESL reserves the right to seek details on material cost, import content, overheads, etc. Such information will be treated confidentially.

I/We have read all the terms and conditions of the EOI/Tender/IFB/NIT and the Annexure(s) thereto and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the EOI/Tender/IFB/NIT.

(SEAL)



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466



Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Quotation for and on behalf of _____

Date _____



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466

ANNEX - B FORMAT FOR PROVIDING OF SALES OUTLETS AND SERVICE POINTS

SN	Name of Outlet	Type (Sales Outlet / Service Point)	Full Address	Contact Details



BID FORM

To,
Assistant Manager (SCM)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Subject: - NIT/Bid Document No.: -

Dear Sir,

With Reference to your subject IFB/RfP, we are pleased to submit our bid for “.....”
.....” in a sealed cover as detailed below:

Envelope 1: Bid document fee/cost of tender documents [wherever applicable], Bid Security Declaration , Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of CESL fraud prevention policy.

Envelope 2: Price Bid

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

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

We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment-5 save those pertaining to any rebates offered, shall not be given effect to.

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

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

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

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

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



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466

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

Dated -----

NAME/S & AUTHORISED SIGNATORIES ADDRESS:

MOBILE NO.:

LAND LINE

NO.:

Our correspondence details are:

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



[Duly Notarized on Rs. 100/- Stamp Paper]

Bid Security Declaration

In reference to CESL Tender For “_____ [Subject of Tender] _____” published vide NIT/Bid Document No : _____ dated: _____, I, on behalf of _____ [Name of the bidder] _____ hereinafter referred to as “Bidder”,

(a) understand that, according to tender conditions, bids must be supported by a Bid Security Declaration.

(b) hereby submit a declaration that the bid submitted by the undersigned, on behalf of the Bidder, either sole or in JV or Company, shall not be withdrawn or modified during the period of bid validity as mentioned in the tender document.

I, on behalf of the Bidder, _____ [Name of the bidder] _____, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if _____ [Name of the bidder] _____ fail to sign the contract in case the work is awarded to us or fail to submit a performance security before the deadline defined in the tender document/letter of award, then _____ [Name of the bidder] _____ shall be suspended for participating in the tendering process of CESL, for a period of one (01) year from bid due date of above referred tender.

I, on behalf of the Bidder, _____ [Name of the bidder] _____, also understand that this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (a) the receipt of your notification of the name of the successful Bidder; or
- (b) thirty days after the expiration of the validity of my/our Bid

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of: _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ [Name of the bidder] _____

Dated on _____ day of _____, 2020 (insert date of signing)

Corporate Seal (where appropriate)



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466

Tender Document No/Package No:

Dated:

Package Details.....

A. POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT on 100Rs Stamp Paper





ATTACHMENT - 4

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,
Assistant Manager (SCM)
Convergence Energy Services Limited.
(A wholly Owned Subsidiary of EESL)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Sub:

1.0 With reference to our bid proposal no.....dated.....for
..... / Package no
Dated....., we hereby confirm that we have read the following provisions of the following clauses
and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses
are acceptable to us and we have not taken any deviation to these clauses.

- Terms of payment - Clause 10 of EOI
General EOI condition - Clause 6 of EOI
Standard warranty requirement - Clause 7.3 of EOI
Quality control - Clause 7.5 of EOI
Service Level Agreements (SLAs) - Clause 7.4 of EOI
Price Quotation - Clause 9 of EOI

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication to CESL.

Date: Signature:
Place: Printed Name:

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can take a print.



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466

NAME OF WORK:.....

BIDDING DOCUMENT NO......

(Deviations Statement)

Bidder's Name and Address:

To,
 Assistant Manager (SCM)
 Convergence Energy Services Limited.
 (A 100% EESL Owned Subsidiary)
 Core-3, 2nd Floor, SCOPE Complex,
 Lodhi Road, New Delhi-110003

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for IFB/RfP No.
 These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section/ Part/ Chapter	Clause No.	Page No.	Statement of Deviations/ Variations	Cost of withdrawal
------------------------------	---------------	-------------	---	--------------------

A. COMMERCIAL DEVIATIONS:

B. TECHNICAL DEVIATIONS:

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal)

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



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

PROFORMA OF BANK GUARANTEE FOR EMPANELMENT PERFORMANCE

Ref.:
Bank Guarantee No.....
Date.....

To,
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sirs,

In consideration of the CESL, (hereinafter referred to as the ‘Owner,’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered / Head Office at

..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner’s Letter of Award Nodatedand the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to INR

We (Name & address) having its Head Office at (hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by the Contractor to the extent ofas aforesaid at any time up to

.....(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

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



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

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

Witness

Dated thisday of.....at.....

Witness

.....
 Signature

 Name

Signature

 Bank's Rubber Stamp

.....
 Official Address

Name

 Designation with Bank Stamp

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

Note: ** Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

S.No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	



c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of EESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No.NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

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

SCHEDULED COMMERCIAL BANKS

- SBI and Associates**

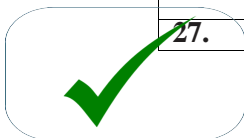
Sl.No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

- Nationalised Banks**

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

C. Foreign Banks

Sl.No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of America NA	34.	Standard Chartered Bank



28.	The Bank of Tokyo-Mitsubishi UFJ Limited.	35.	SocieteGenerale
29.	BNP Paribas	36.	Barclays Bank
30.	Calyon Bank	37.	ABN Amro Bank N. V.
31.	Citi Bank N.A.	38.	Bank of Nova Scotia
32.	Deutsche Bank A. G.	39.	Development Bank of Singapore
33.	The Hong Kong and Shanghai Banking Corporation Ltd.		

D. SCHEDULED PRIVATE BANKS

Sl.No.	Name of Banks	Sl. No.	Name of Banks
40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.		

E. Other Public Sector Banks

Sl.No.	Name of Banks	Sl. No.	Name of Banks
45.	IDBI Ltd.		





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

To,
Assistant Manager (SCM)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

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

Dear Sir/Madam,

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

Thanking
You,

Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....

Date:
Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE www.eeslindia.org



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466

**PROFORMA OF LETTER OF UNDERTAKING
(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,
Assistant Manager (SCM)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir,

1.0 We, M/s.....(Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for(Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause Section 3 and its subsequent amendment.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s.....(Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s.....(Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by CESL.



4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:

Yours faithfully,

(1)

.....
.

(Signature of Authorized Signatory)

on behalf of the Holding Company

(2)

.....
.

Name & Designation

Name of the Holding Company

(Seal of Holding Company)



**REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND
TRANSFER (NEFT)**

From: M/s _____

Sub: RTGS/NEFT Payments

We are agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GST No. of the supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above:-

Confirmed by Banker
With Seal

Signature of supplier
With stamp & Address



Check list for Envelop-1

(required to be submitted in Hardcopy Envelop 1 in same sequence as mentioned below)

Sr. No.	Description	Page No & pdf ref. name	Whether submitted (Yes/No)	Remarks/Reason for non-compliance
1	Bid Document Cost			
2	Bid Security Declaration duly notarized on INR 100 stamp paper			
3	Bid Form as per the format			
4	Power of Attorney on INR 100 stamp paper			
5	Certificate regarding acceptance of important terms & conditions -Attachment 4			
6	Fraud prevention policy-Attachment 7			
7	Bank Details-Attachment 09 (RTGS/NEFT)			
8	Self-Declaration for not been blacklisted			
9	Self-Declaration for not being under debar list			
10	Performa of Letter of Undertaking as per Attachment-8 of Section-6.(if applicable)			
11	Self-Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” as per Attachment-11 of Section-6.			
12	Certificate regarding Declaration of local content as per Attachment-12 of Section-6.			
13	Certificate Regarding Compliance Of Meity Notification as per Attachment-13 of Section-6.			
14	Model declaration			
	Check-list for Envelop 1			

Check list for Envelop-2

(required to be submitted in Hardcopy Envelop 2 through e-proc portal in same sequence as mentioned below)

Sr. No.	Description	Page No & pdf ref. name	Whether submitted (Yes/No)	Remarks/Reason for non-compliance
1	Deviation Statement as per attachment 5			

Signature :-
 Subject :- DIVYANG SURI, Sr = DELHI, CID 2.3.4.17 = 110003, O=SUPPLY CHAIN M
 ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : divyang.suri
 Serial No : 1318466



2	Signed copy of EOI including amendments			
3	GST certificate			
4	PAN Card copy			
5	Details of Service Provider team structure			
6	Details of their authorized executives, offices and manufacturing facility addresses, and other details.			
7	Certificate of Incorporation issued under Indian Companies Act, 1956 or Companies Act, 2013 from Registrar of Companies to be submitted			
8	Documentary proof stating that your model is registered with NREDCAP			



Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”

(To be submitted on Applicant’s Letter Head)

To,
Assistant Manager (SCM)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir,

With reference to our bid proposal for participation in CESL tender NIT/Bid Document No : _____ dated : _____, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure...

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date: _____

Place: _____

Seal of Organization & Signature

of Authorized Applicant



**CERTIFICATE REGARDING DECLARATION OF LOCAL
CONTENT**

[On the Letter Head]

To,
Assistant Manager (SCM)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

**Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of
Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020**

Ref: NIT/Bid Document No:

Dear Sir/Madam,

This is to certify that following is the local content percentagebeing offered/quoted against aforementioned tender by M/s....., the same is in compliance with Ministry of Commerce and Industry order no: **P-45021/2/2017-PP(BE-II) dated 04th June 2020** and the bidder shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,

Yours faithfully,

Signature (Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

.....

Printed Name.....

Seal.....

UDIN No

Date.....

Place.....

.....





ATTACHMENT-13

CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION VIDE FILE NO. 1(10)/2017-CLES dt. 02.07.18

(To be submitted on Applicant’s letter head)

To,
Assistant Manager (SCM)
Convergence Energy Services Limited.
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Sub: Compliance of MeitY notification vide File No. 1(10)/2017-CLES dt. 02.07.18

Empanelment Doc Ref No :

Dear Sir/Madam,

This is to certify that the products/items being offered/ quoted against ref. Empanelment Document Number by M/s..... meet the definition of domestically manufactured/produced **Cyber Security Products** as per Para 4 of MeitY notification vide File no. 1(10)/2017-CLES dt. 02.07.18 and the bidder shall strictly abide by all provisions of the subject notification.

Thanking You,

Yours faithfully,

Signature (Statutory Auditor or Cost Auditor)

.....

Printed Name.....

Seal.....

UDIN No:

Date:

Place:

P.S. In case any complaint is received at CESL end against the bidder regarding supply of domestically manufactured/produced Cyber Security Products, the same shall be referred to STQC, an attached office of MeitY.



Signature :-
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : divyang.suri
Serial No : 1318466

(Declaration for Quoted Models. by the Bidder)

Ref. NIT/BID Document No.:-.....
Description: “.....

To,
 Assistant Manager (SCM)
 Convergence Energy Services Limited.
 (A 100% Owned Subsidiary)
 Core-3, 2nd Floor, SCOPE Complex,
 Lodhi Road, New Delhi-110003

Sub.: Declaration for the Quoted Models by bidder in the Tender

Ref. above Tender, I/we (on behalf of M/s) hereby declare that I/we, have quoted for Nos of Model in the above-referred Tender. Details of which are as follow:-

Name of the OEM:

S.No.	Model	Name of Model	Variant	Color	FAME Subsidy Amount
1	Model 1				
2	Model 2				
3	Model 3				
4	Model 4				
5	Model 5				
6	Model 6				
7	Model 7				
8	Model 8				
9	Model 9				

Signature of bidder With stamp & Address

(*bidder has to mandatorily submit the declaration as above. The bid shall be evaluated on the basis of this declaration. Providing false information may lead to technically non-responsiveness of the bid)

(FAME subsidy certificate shall be furnished mentioning the amount of subsidy offered for each variant)



Approval Sought for:

- T&A Approval for issuance of empanelment letter to OEMs in order to supply FAME compliant electric two wheeler in the state of Andhra Pradesh.
- Waiver of CPG – As per the payment terms, we are withholding 10% of the payment for period of three years.
- Approval if deviating from policy guidelines.
- Nomination for committee members for the aforesaid procurement shall be as per prevailing Standing Tender Committee.
- Floating an Expression of Interest among the selected OEMs and Models by NREDCAP on Limited Tender Mode.

OR

- Being new project and first time procurement, it doesn't feature in the list of Standing Tender Committee and hence committee members shall be as per below table subject to approval.

