

CONVERGENCE ENERGY SERVICES LIMITED

9th Floor, Jeevan Prakash Building,
25, KG Marg, New Delhi – 110001

CONTRACTS DEPARTMENT

OPEN TENDER

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: Rate Contract for Supply of Tyres and Related Services.

NIT/Bid Document No.: CESL/06/2025-26/Tyre/252611010 dated: 06 November 2025

CESL invites E-bids from interested bidders for the aforesaid work(s) under Single-stage Two-envelope Bidding Process **THROUGH E-TENDERING***. For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the E-Procurement website only. The bidders should keep themselves updated by regularly visiting the E-Procurement website of CESL for any amendment/corrigendum/ clarification in regard to this Tender.

For & on Behalf of CESL



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

Note (*)

- a) The bids for E-tenders will be submitted online on the web site <https://cesl.eproc.in>. Oral, telephonic, telegraphic bids or those submitted in hard copies/physical form will not be entertained.
- b) The Bidders are advised to submit their bids well on time preferably one hour prior to bid closing time to cater to possible system slow down/requirement of assistance by bidders etc. CESL shall not be responsible for late/non-submission of bids due to above scenario which are beyond CESL control during the closing minutes of the tender, though every effort will be made to keep the portal fully functional at all times during the bidding process.
- c) In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.
- d) In the event of a technical support being sought from the support team during the bidding process, the bidder may exercise abundant caution while sharing details of their bid so that the bid confidentiality is not compromised. CESL shall not be liable for any lapse in the part of the bidders leading to a possible breach in confidentiality of their bid(s).



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BID DETAILS

NIT/Bid Document No.	CESL/06/2025-26/Tyre/252611010
Tender Document Cost	Rs. 6,000 (Rupees Six Thousand Only).
Earnest Money Deposit	Rs. 72,000 (Rupees Seventy Two Thousand Only).
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 06 November 2025 to 27.11.2025 (up to 1400 IST)
Online Bid Submission Period	From 06 November 2025 to 27.11.2025 (up to 1430 IST)
Pre-Bid Conference	On 13.07.2025 at 11:00 Hrs IST through video Conferencing Meeting link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTRkZTQ4ZTUtYTAYyY00NzcxLWI5MGIhMGQ4NmNhYzk5NzU2%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%221a07d1b8-98ce-426f-8b07-2a1d82604e33%22%7d Meeting ID: 425 026 349 356 0 Passcode: CW9g9M3Q Note: • Bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required). • CESL shall not be responsible for any issue arising on this context. All the queries shall be sent well in advance as mentioned in Annexure-2 of Section-4 (if any)
Techno-commercial E-bid Opening Date & Time	27.11.2025 at 15:00 hrs. IST, online, at following address: - Convergence Energy Services Limited
Bid Validity Duration	180 days from the date of opening of techno-commercial bid
Contact Person(s) for Technical Queries (<i>copy of the query to be marked to Contracts Dept. as well</i>)	Sh. Shahnawaz Ahmad (DM-Tech) Sh. Shashi Kant (Head-E4W) Convergence Energy Services Ltd Email: (sahmad@eesl.co.in), (head-e4w.cesl@eesl.co.in)
Contact Person(s) for Tender-related Queries	Sh. Ashim Bhattacharya (Head-Contracts), Sh. Deepak Mittal (DM - Contracts), Convergence Energy Services Ltd. E-mail: head-contracts.cesl@eesl.co.in

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	dmittal@eesl.co.in
RfP to be addressed to	Head (Contracts) Convergence Energy Services Limited. 9 th Floor, Jeevan Prakash Building, 25, KG Marg, New Delhi – 110001

1.0 All the bids must be accompanied by Tender Fee, as mentioned above. **Bids not accompanying the Tender Fee or those accompanied by Tender Fee of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.**

The tender fee must reach the following address in a sealed envelope superscribed “**Bidding Document Fee for “Rate Contract for Supply of Tyres and Related Services ”** before the submission date & time mentioned above.

Head (Contracts)
 Convergence Energy Services Limited

The details of the instruments of Tender Fee (DD/BG, etc. as applicable) have to be entered online in relevant fields/columns of the module while submitting the E-Bid. It must be ensured by the Bidder that the original instruments towards Tender Fee and EMD are received by CESL before opening time of the techno-commercial bids for verification of the details of the same as given online by the Bidder. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. CESL will not be responsible for any delay, loss or non-receipt of bidding/RfP Document Cost or EMD sent by post/courier.

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-2 (ITB) regarding submission of Tender Fee and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Tender Fee are self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Tender Fee has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

2.0 In case Hard copy part of the bid is not received by CESL till the deadline for submission of the same prescribed by CESL, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the Envelope-1 (First Envelope) bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Tender fee, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 4.2, Section-2.

3.0 CESL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.



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4.0 Steps for Registration on CESL's E-Procurement Portal

4.1 The subject procurement will be done through e-tendering. The NIT is available on the website <https://cesl.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 online. The Tender submission, Tender closing and opening will be done electronically and online.

NOTE: CESL has appointed M/s. C1 India Pvt. Ltd., NOIDA as implementation agency for carrying out e-Procurement. Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the E-tendering process. New bidders should register on the website <https://cesl.eproc.in>

4.2 Bidders are requested to visit "e-Tendering" section at CESL website, www.convergence.co.in for instructions and registration on E-tendering portal.

Steps for Registration on CESL's E-Procurement Portal

- (i) Open portal by entering URL <https://cesl.eproc.in> in internet explorer.
- (ii) Download and read 'System Requirement Manual' and Registration Manual from our e-tendering portal <https://cesl.eproc.in>
- (iii) Click on 'Login/Sign Up' link and then Registration link for new registration.
- (iv) Fill all mandatory fields and click on submit button.
- (v) Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase which is received in your registered email id.
- (vi) Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (vii) Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favour of "Convergence Energy Services Limited", Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to CESL, Delhi office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).
- (viii) Also read the instructions given under E-tendering link available at home page of CESL website www.convergence.co.in.

Note: Online registration shall be done on e-tendering website, i.e., <https://cesl.eproc.in> & in general, activation of registration may take 24 hours subject to the submission of original DD. It is sole responsibility of the bidder to register in advance.

4.3 (A) Digital Signature Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) with signing and Encryption certificate (in the name of person who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of CESL.

(B) CESL Global Support Telephones and e-mail id

Contact Details: +91-124-4302033/36/37, +91-8826814007

ceslsupport@c1india.com, sandeep.bhandari@c1india.com

Signature:
 Subject:
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, O=D.2.5.4.17=110003,
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PART-B: **Project Information, Scope of Work, SLAs, Eligibility Criteria and Qualification Requirements**

1. INTRODUCTION

- 1.1. Convergence Energy Services Limited (CESL) is a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), which is a JV of CPSUs under the Ministry of Power, Government of India.
- 1.2. CESL and EESL have been anchoring the EV eco-system development in the country by undertaking demand aggregation and bringing in innovative business models and implementation wherewithal for accelerated roll-out of EV and EV-related public charging infrastructure.
- 1.3. National E-Mobility Programme of EESL was launched on March 7, 2018. The goal of this programme is to provide an impetus for Indian EV manufacturers, charging infrastructure companies, fleet operators, successful bidders, etc. to gain efficiencies of scale and drive down costs, create local manufacturing facilities, and grow technical competencies for the long-term growth of the Electric Vehicle (EV) industry in India. It is also expected to enable Indian EV manufacturers to emerge as major global players. Under this programme, EESL has actively played a role in promoting the adoption of Evs and deployment of EV chargers across country.
- 1.4. Till date, EESL, and later its subsidiary CESL (since 2020) has deployed E-Cars at various Government organizations across India. These E-Cars are deployed on wet lease (with driver) and dry lease (without driver) basis, to replace the existing petrol and diesel vehicles taken on lease/rent by Government organizations.
- 1.5. Further, EESL and CESL are using E-Cars for their internal use at their Corporate Office and a few Cluster/State Offices.

2. REQUIREMENT

- 2.1. CESL invites techno-commercial bids from Authorized Tyre Dealer(s) to fulfil routine requirement for Supply of Tyres and Related Services for E-Cars owned/hypothecated in the name of EESL/CESL deployed at NCR. As per the requirement of tyres for operation of these E-Cars, EESL and CESL requires tyres as per below:

S. No.	E-Car Make/Model	Tyre Type/Size	Maximum Withdrawal Quantity
1	TATA Tigor EV	175/65 R-14 Tubeless Tyre	70
2	Mahindra e-Verito	185/70 R-14 Tubeless Tyre	50
3	TATA Nexon EV	215/60/R-16 Tubeless Tyre	300
4	Hyundai Kona / MG ZS EV	215/55/R-17 or 215/50/R-17 Tubeless Tyre	60
TOTAL			480

- 2.2. Successful Authorized Tyre Dealer(s) (hereinafter referred to as Selected Bidder(s)) shall be issued Rate Contracts (RC's) CESL. Further, CESL reserves the right to bifurcate its Rate Contract into separate Rate Contracts, as per Engineer-in-Charge, for its internal ease of operation.



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- 2.3. Additionally, EESL/CESL employees (regular, contractual, third party, deputanists, consultants) who hold official email addresses or identity cards of EESL and/or CESL or their subsidiary companies or Clients of EESL/CESL, may avail same size tyres and/or related services such as wheel balancing, wheel alignment, wheel rotation, etc., at the terms & conditions of the Rate Contract(s) issued to the Selected Bidder, for their own/personal/official vehicles. However, payment of such goods and/or services shall be done directly by such employees of EESL/CESL or Clients, and EESL/CESL shall not be liable towards the same.

3. RATE CONTRACT VALIDITY PERIOD AND QUANTITY VARIATION

- 3.1. This Rate Contract shall be valid for a period of SIX (6) months (Rate Contract Validity Period) from the date of issuance of RC's to the Selected Bidder(s).
- 3.2. In case it is not possible to conclude new rate contracts before the expiry of existing ones, the existing Rate Contracts may be extended for a further period subject to satisfactory performance at the discretion of CESL on the same terms & conditions or with some addition/deletion/modification for a further period of maximum up to Three (3) months, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, shall be left out.
- 3.3. CESL shall reserve the right, but without any obligation to do so, to increase the ordered quantity up to 25 % (twenty-five percentage) for cumulative quantity of goods and 25% (twenty-five percentage) for quantity of services, at any time, till the Rate Contract Validity Period, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of Validity Period.
- 3.4. CESL may for any reason whatsoever at its absolute discretion may repudiate/terminate the Rate Contract by issuing a notice of one month to the Selected Bidder(s), without assigning any reason. CESL reserves the right to cancel the contract at any time without assigning any reasons whatsoever.

4. SCOPE OF WORK OF SELECTED BIDDER(S)

4.1. General

- 4.1.1. The Selected Bidder(s) needs to provide goods and related services at any authorized dealership of the tyre OEM, which should be located within 40 kms from India Gate (New Delhi). The Selected Bidder(s) may sub-contract the work to carry out the services mentioned in the Tender Document to any authorized dealership of the tyre OEM and contact details of such sub-contracted authorized dealership of the tyre OEM to be provided to CESL. However, such sub-contracting shall not relieve the Selected Bidder(s) from their responsibilities, rights and liabilities under this Tender.
- 4.1.2. The Selected Bidder(s) shall abide by the rules and regulations of RTO, Insurance, Labour, respective State Govt., Govt. of India, etc. which are applicable to the goods and services offered under this Tender.
- 4.1.3. The Selected Bidder(s) may get urgent and immediate requirement of supply of tyres from CESL and shall provide such goods and services promptly, as per requirement. Tyres shall be procured by CESL, as per its requirement or in batches, within the Rate Contract Validity Period. The Selected Bidder(s) should maintain a sufficient stock of tyres during the Rate Contract Validity Period.
- 4.1.4. The Selected Bidder(s) shall be contacted by CESL to fix a date and time for arranging vehicle at the location of the Selected Bidder(s), as and when required.
- 4.1.5. To inspect tyres for signs of irregular wear and provide recommendations for tire replacement, if necessary.

4.2. For Supply of Tyres

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- 4.2.1. The Selected Bidder(s) needs to ensure that brand new good quality tubeless tyres to be provided for E-cars of the same brand of which the Bidder has submitted documents of Authorized Dealership for eligibility and qualification in this Tender.
- 4.2.2. The manufacturing date of the supplied new tyres must not be older than six (6) months on the date of supply of new tyre.
- 4.2.3. The new tyre should have a minimum three (3) years manufacturing warranty provided by the tyre OEM, from the date of supply of new tyre. The Selected Bidder(s) to ensure that the standard warranty terms and conditions that are provided by the tyre OEMs are provided for the supplied tyres and OEM warranty certificate for tyres is to provided to CESL.
- 4.2.4. The Selected Bidder(s) has to maintain record of tyre(s) replaced with date of fitment, odo-meter reading at the time of new tyre fitment, serial no. of tyre, vehicle registration no., etc.

4.3. **Related Services**

4.3.1. **Fitment and Buyback of Old Tyre**

- a. To ensure removal of old tyre and fitment of supplied new tyre, as per best industry practice.
- b. To mandatorily buy back damaged/spoiled/old tyre(s), on 'As-Is-Where-Is' basis.

4.3.2. **Wheel Balancing and Alignment**

- a. To provide wheel balancing service for both alloy and non-alloy wheels of vehicle(s), using advanced wheel balancing technology.
- b. To be equipped with digital wheel balancer, to balance each wheel as per OEM standards.
- c. To conduct dynamic balancing to address imbalances and vibrations.
- d. To ensure proper weight distribution on each wheel to enhance tire lifespan and vehicle stability.
- e. To perform wheel alignment for both alloy and non-alloy wheels of vehicle(s), using advanced wheel alignment technology.
- f. To check and adjust the angles of the wheels to meet manufacturer/OEM specifications.
- g. To use a precision laser system to measure if the wheels of the vehicle are set to optimum angle and settings.
- h. To be equipped with laser and HD imaging sensors to provide advanced precision to all aspects of alignment including camber, thrust line, toe and caster to reset to manufacturer-recommended angles.
- i. To correct any misalignment issues to improve steering response and efficiency of vehicle.
- j. To inspect suspension and steering system, including air pressure and tyre condition.
- k. To provide tyre alignment report, including initial & final alignment reading, etc., for each service.



- I. To ensure that the equipment used for wheel alignment and balancing has valid calibration certificates.

5. OBLIGATIONS OF CESL

- CESL shall provide vehicle(s) for replacement of tyre(s) & service(s), as per scope of work.
- CESL shall ensure that the vehicle(s) will be available at the location of Selected Bidder(s) for the scheduled replacement of tyre(s) & service(s).

6. OBLIGATIONS OF SELECTED BIDDER

- The Selected Bidder(s) shall provide everything necessary for the proper execution of the works according to the intent and meaning of the scope of work and this Tender, whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from. If the Selected Bidder(s) finds any discrepancy in the scope of work and this Tender and the issued Rate Contracts (RCs), the Selected Bidder(s) to immediately inform the same to the Engineer-In-Charge(s), who shall decide what is to be followed.
- The Selected Bidder(s) shall not assign its rights or obligations under this Rate Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the CESL. The Selected Bidder(s) shall be responsible and liable to deliver the goods and services as per the contract.
- The Selected Bidder(s) shall be required to keep CESL updated about the change of address, change of the management etc., from time to time.
- The Selected Bidder(s) shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with CESL, so that optimal services of the persons deployed could be availed without any disruption.

7. ELIGIBILITY AND QUALIFICATION CRITERIA (QR)

7.1. Eligibility Criteria:

Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
1.	The Bidder must be a - Company registered under The Indian Companies Act, 1956/ 2013; or - Partnership firm registered under The Indian Partnership Act, 1932; or - Limited Liability Partnership registered under the Limited Liability Partnership Act, 2002 - Proprietorship Firm - Registered under Cooperative Society Act, 1912 - Registered under Societies Registration Act, 1860 Consortium or JV not allowed.	The Bidder must submit self-attested copies of: - Pan Card and GST Registration Certificate with the name of Company/ Partnership - One of the following documents, as applicable. - Certificate of incorporation issued by Registrar of Companies, or - Registered partnership deed, or - LLP registration certificate issued by Registrar of Companies - DIPP Certificate and Udyam Certificate, if applicable



Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
2.	The Bidder to ensure compliance of "Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017" regarding 'Restrictions from procurement from a Bidder of a country which shares a land border with India' vide Order (Public Procurement No. 4) No. F.7/10/2021-PPD(1)¹, issued by Government of India, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23.02.2023, including any amendments or modifications to the same from time to time. Further, the Bidder to ensure that the manufacturer(s) of the tyres to be supplied by the Selected Bidder(s), must also conform to the above eligibility.	The Bidder to submit self-certification(s) to this effect in relevant format prescribed vide Attachment 3 of this Tender.
3.	The Bidder to ensure compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II)² issued by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Public Procurement Section dated 16.09.2020, including any amendments or modifications to the same from time to time. Based on the Preference to Make in India policy, ONLY Class I Local Suppliers shall be eligible to participate in this Tender and Class II Local Suppliers and Non-Local Suppliers shall not be eligible to participate in this Tender. Further, the Bidder to ensure that the manufacturer(s) of the tyres to be supplied by the Selected Bidder(s), must also conform to the above eligibility.	The Bidder to submit self-certification(s) to this effect in relevant format prescribed vide Attachment 3 of this Tender.
4.	The Bidder to ensure compliance of "Not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes" Further, the Bidder to ensure that the manufacturer(s) of the tyres to be supplied by the Selected Bidder(s), must also conform to the above eligibility.	The Bidder to submit self-certification(s) to this effect in relevant format prescribed vide Attachment 3 of this Tender.

¹<https://doe.gov.in/sites/default/files/Order%20%28Public%20Procurement%20No.%204%29%20-%20Restrictions%20under%20Rule%20144%28xi%29%20of%20the%20General%20Financial%20Rule%20%28GFRs%29%2C%202017.pdf>

²<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>



Sl. No.	Eligibility Criteria	Documents to be Submitted for Compliance by the Bidders
5.	The Bidder must be an authorized dealer/franchise or reseller of a tubeless tyre manufacturer, for each size of tyre mentioned in BOQ.	The Bidder to submit self-certification to this effect in relevant format prescribed vide Attachment 4 of this Tender. The Bidder to also submit copies of proof (certificate/ authorization) of dealership/franchise or reseller, issued by tyre manufacturer(s) in the name of Bidder, which should not be older than 6 months from the date of bid opening. In case of sub-contracting, copies of proof (certificate/ authorization) of dealership/franchise or reseller, issued by tyre manufacturer(s) in the name of such Sub-Contractor may also be provided at the time of bidding or within 3 days of issuance of Rate Contract. In case after issuance of a Rate Contract to a Selected Bidder(s) and during the Rate Contract Validity Period, the Selected Bidder(s) ceases to be an authorized dealer/franchise or reseller of the tyre manufacturer name provided during the Eligibility Evaluation, its Rate Contract with EESL/CESL shall automatically cease and the Performance Security (if any) shall be returned to such Selected Bidder(s).

7.2. Qualification Requirements (QR)

- Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses in its Bid.
- Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.
- The bid can be submitted by an individual firm only (i.e., Sole bidder). Consortium/JV not allowed.

Technical Qualification Requirements

Sl. No.	Qualification Requirements	Documents to be Submitted for Compliance by the Bidders
1.	The Bidder should have supplied at least Three Hundred (192) nos. of tubeless tyres, in the last three (3) years, as on date of bid opening, to any government / non-government / private company / retail sales.	The Bidder to submit documentary evidence(s) along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreements/purchase orders/LOAs/ LOIs along with copies of any document in respect of satisfactory execution/ completion of each of those purchase orders/ work orders/contract agreements/LOAs/LOIs such as (i) Successful* completion certificate/s (OR) (ii) any other documentary evidences that can substantiate the successful execution of

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 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf40
 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, O=D.2.5.4.17=110003,
 O=D.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5



Sl. No.	Qualification Requirements	Documents to be Submitted for Compliance by the Bidders
		each of the purchase orders/ work orders/ contract agreements/LOAs/LOIs submitted. Work orders along with its evidence for successful completion / execution shall be from any Govt./Non-Govt./ Private Organization which will only be considered for evaluation. In addition to above, in case of documentary evidence of private organizations/ non-govt. organizations, copy of e-way bill/consignee receipted challan along with its GST return/payment receipt proof i.e. payment advice shall also be submitted as the proof of evidence for successful execution of the purchase orders/work orders/ contract agreements/LOAs/LOIs. In case of retail sales, a summary sheet of all retail sales invoices containing individual sale details of the retail customer (Invoice-wise) (preferably along with payment confirmation, which is system generated). *Successful means certificate issued by the client without any adverse remarks.

Financial Qualification Requirements

Sl. No.	Qualification Requirements	Documents to be Submitted for Compliance by the Bidders
1.	The Average Annual Turnover (ATO) of the bidder during the last 3 Financial Years ending on the Relevant date should be at least INR 14,24,000. The Relevant date is 31st march 2025 It may be noted that for calculation of ATO, the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the Financial figures for available years shall be averaged out for 3 years (i.e. total available Turnover shall be divided by 3) for Financial QR compliance	Duly authorized copies of annual report (audited balance sheet and audited Profit & loss account) for preceding last three Financial Years are to be submitted by the Bidder. ATO means revenue from operations. The annual turnover of any Bidder will include realisation out of sales of Goods and Services but exclude any tax levied (direct or indirect) by any enactment of the Government of India. In case audited financials for FY 2024-25 is not available, bidder may submit audited financials for FY 2021-22, FY 2022-23 & FY 2023-24. In this case the relevant date is 31st March 2024.
2.	The net worth of the bidder should not be negative on the relevant date and also should have not eroded by more than 30% in the last three years, ending on the Relevant date. For the purpose of checking the erosion, the net worth of the immediately preceding financial year (say year 1) shall be compared	Duly authorized copies of annual report (audited balance sheet and audited Profit & loss account) for preceding last three Financial Years are to be submitted by the Bidder. In case audited financials for FY 2024-25 is not available, bidder may submit audited

Signed by: _____
 Subject: Bid for Supply of _____
 135e4168f1b8018635d861c516105ae87, SI=Deim, QID.2.5.4.17=110003,
 QID.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5



Sl. No.	Qualification Requirements	Documents to be Submitted for Compliance by the Bidders
	with that of year 2 and year 3 both.	financials for FY 2021-22, FY 2022-23 & FY 2023-24. In this case the relevant date is 31 st March 2024.

NOTES:

A. Notes to the QR:

Sl. No.	
1.	Financial QR: The Bidder shall also furnish documentary evidence/ declaration regarding financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected. • In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required. • In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.
2.	For Start-up firms as per Gazette Notifications dated 17-Feb-2016, G.S.R. 180 (E) and MSEs, relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender.
3.	In case of holding company: - The holding subsidiary relationship should be in existence for at least one year as on the originally schedule date of submission of the bids as per NIT. • Copies of the audited unconsolidated financial statements of the Holding Company with a letter of undertaking from the holding company supported by the Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachment-8 of Section-6, Forms & Procedures. • For the purpose of qualifying the financial standing criteria, the financial standing credentials of holding company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership. 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-8 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.

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 Oid.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F409F7A17642029CA001A5



10. COMPLIANCES

- 10.1. Selected Bidder(s) to ensure all safety guidelines, rules and regulations, labour laws, statutory compliances, etc. Selected Bidder(s) shall indemnify EESL/CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by Selected Bidder(s) as per settlement solely. Any untoward incident arising out of improper supervision or inadequate safety measures will be the sole responsibility of the Selected Bidder(s). EESL/CESL has no role to play in this matter.
- 10.2. The Selected Bidder(s) shall keep CESL indemnified from any liability that may arise on account of action of Selected Bidder(s) staff or sub-contractor or its staff.
- 10.3. The Selected Bidder(s) shall ensure that all the relevant licenses/registrations/ permissions which may be required for providing the goods and services under this Tender are valid during the entire period of the Contract; failing which CESL can take appropriate action including imposition of deductions and termination of contract.
- 10.4. Any damages/losses to EESL/CESL/client or their assets (including E-Cars and related accessories) caused by the Selected Bidder(s) or its sub-contractor, shall be borne by the Selected Bidder(s).
- 10.5. CESL will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force.
- 10.6. The Selected Bidder(s), at all times, will ensure that the goods and/or services being provided under this Contract/Agreement are supplied and/or performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to CESL.

11. UNDERTAKING BY BIDDER

- 11.1. The Selected Bidder(s) shall undertake not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from any employee or representative of EESL/CESL or its Client.
- 11.2. The Selected Bidder further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Tender, in which case the CESL shall have the right to take appropriate independent actions including Termination of the Rate Contract.

12. EVALUATION CRITERION

- 12.1. The offers/bids received against the Tender shall be first evaluated as per the Eligibility Conditions/Criteria and the Qualifying Requirements detailed in this Tender.

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 1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, O=D, C=IN
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 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F4097A717642029CA001A5



- 12.2. Price bid(s) of only those bidder(s) shall be opened, who qualify against these conditions/criteria.
- 12.3. The price bids shall be evaluated on the basis of lowest bidder (L-1).
- 12.4. The technically qualified Bidders shall be designated L1, L2, L3, L4 and so on in the increasing order of the value of their Price Bids, for each Lot. Subsequently, L2, L3, L4 and so on will be invited to match the Price Bid of L1, in each Lot, in a manner such that,
- All Bidders in the increasing order of their Price Bid (i.e., L2 followed by L3 followed by L4 and so on) shall be offered to match the Price Bid of L1.
 - A Bidder shall be provided an offer to match the Price Bid of L1, Price Bid only after all the Bidders having quoted a lower value of Price Bid have refused to match the Price Bid of L1.
 - Out of L2, L3, L4 and so on, the first Bidder accepting the offer to match the Price Bid of L1 shall be the next successful Bidder for the Lot.
- 12.5. In case of Price Matching, Rate Contract shall be issued to the Selected Bidder(s) of each Lot, after splitting the anticipated withdrawal in each Lot, in the following manner:

#	Cases	Anticipated Drawal to be awarded to the Bidder(s) (As a percentage of Anticipated Drawal for the Lot as provided in BDS)	
		L1	L _M
1	No other Bidder has offered to match the Price Bid of L1 i.e., L1 is the only successful Bidder	100%	Nil
2	One of the Bidders among L2, L3, L4 and so on, has offered to match the Price Bid of L1 i.e., L1 and L _M are the successful Bidder(s)	70%	30%
	Note: L _M is the one of the Bidders among L2, L3, L4 and so on, who has offered to match the Price Bid of L1		

13. BENEFITS AND EXEMPTIONS TO MSE'S

- 13.1. 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: -

- District Industries Centers;
- Khadi and Village Industries Commission;
- Khadi and Village Industries Board;
- Coir Board;
- National Small Industries Corporation;
- Directorate of Handicraft and Handloom;
- Udyog Aadhar Memorandum issued by Ministry of MSE; or
- Any other body specified by the Ministry of MSME.

- 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

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 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F4097A17642029CA001A5



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	Maximum quantity as per the split criteria 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

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. 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.
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.
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.

1. 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: -

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



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	1. 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. 2. If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching 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. 3. 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 conditions to general bidders subject to matching L1 rates.

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 SERVICES LIMITED, C=IN
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			4. 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. 5. 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 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	1. If MSE is L1, 100% order will be given to MSE. 2. If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder.



			3. If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.
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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:

1. Not prior to ten years.
2. With annual turnover not exceeding INR 100 crore in any preceding financial year, and
3. 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
4. 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 any 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: 19-Feb-2019, G.S.R. 127 (E), and subsequently issued notifications will be considered.

NOTES: -

1. 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.
2. In case MSE bidder is already getting 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.
3. 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 not produced by MSEs is also involved.
4. 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)."
5. 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.
6. 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.
7. Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

14. PRE-BID CONFERENCE

- 14.1. No registration/fee deposition/separate invitation, etc. is required for the interested firms for attending the Pre-bid meeting.
- 14.2. The official representative of the bidder may attend the Pre-bid Conference as mentioned in Summary Sheet, which shall take place through video conferencing.

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



(Bidders are requested to send their queries at least 3 days before the schedule date of Pre-bid meeting only in the prescribed format as given below on email id provided in Section-1 of tender document: -

Name of Tender				
Tender No.				
Tender ID (in case of e-tender)				
Bid Opening Date				
Bidder's Name				
Contact person from Bidder with address, e-mail and Contact No.				
Sr. No.	Section No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
	Page No.			
	Para No/Clause No.			
1.	Section No.			
	Page No.			
	Para No/Clause No.			
2.	Section No.			
	Page No.			
	Para No/Clause No.			

- 14.3. The purpose of the meeting shall be to clarify any issues regarding the bid process.
- 14.4. Record notes of the meeting including the text of the questions raised and responses given shall be transmitted to all the bidders who were present at the meeting. Based on that, amendment can be issued in the tender documents. The clarifications that could not be furnished during pre-bid conference shall be separately communicated to all the bidders.
- 14.5. Non-attendance at the pre-bid meeting shall not be a cause for rejection of a Bidder(s).
- 14.6. Based on the discussion in pre-bid meeting, CESL reserves the right for modification/change in tender

15. PERFORMANCE SECURITY / CONTRACT PERFORMANCE GUARANTEE (CPG)

- 15.1. Within Seven (7) days of the receipt of notification of award (Rate Contract) from CESL, the Selected Bidder(s) shall furnish separate Performance Security/Contract Performance Guarantee of Rs. 1,77,860 to CESL.
- 15.2. Any delay in submission of Performance Security/CPG shall be deemed as accruing of financial benefit to the Selected Bidder(s) and CESL may take necessary interest penalty recovery action (interest @ SBI's 1 year MCLR + 2 %) from the payments due to the Selected Bidder(s) for the period of delay. However, this provision does not bind CESL in any way from proceeding against the Selected Bidder(s) (including cancellation of the Rate Contract, putting the vendor on holiday list, etc.) for non-compliance towards non-submission of the Performance Security/CPG.

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 O=D.2.5.4.20=7eebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
 SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : 42B5AC49A8F4097A71642029CA001A5



- 15.3. The Performance Security/CPG must be valid to cover Period of Rate Contract (6 months) + 3 months Claim Period.
- 15.4. Failure of the Selected Bidder(s) to comply with the requirements of this Tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.
- 15.5. The Performance Security shall be accepted in the form of Banker's Cheque, Account Payee Demand Draft, Insurance Surety Bonds or Fixed Deposit Receipt drawn in favour of "Convergence Energy Services Limited" and "Energy Efficiency Services Limited", payable at New Delhi.
- 15.6. In case such Performance Security is submitted in the form of Bank Guarantee, it shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI bank include unique identifier CESL578807920 in field 7037 of the SFMS cover message with IFSC code ICIC0000007 for CESL and 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 for EESL.

For CESL: BG Advancing message –IFN 760COV / IFN 767 COV via SFMS	
Field Number	Particulars (To be mentioned in Row -1)
7037	CESL578807920
For EESL: BG Advancing message – FN 760COV / IFN 767COV via SFMS	
Field Number	Particulars (To be mentioned in Row -1)
7037	EESL543840944

16. ACTION BY EESL/CESL IF L1 BACKS OUT

- 16.1. After opening of price bid, if L1 Bidder backs out, such L1 Bidder will be put on holiday list of CESL for a period of one year. During this tenure, such Bidder will be barred from participation in CESL tendering process. However, such 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 such Bidder is exempted from submission of EMD, then the EMD amount will be adjusted from the payments due to such Bidder against other running contracts. If there is no running contract of such Bidder/ no payment dues of such 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.

17. ADJUDICATOR

- 17.1. Adjudicator under the contract shall be appointed by the Appointing Authority i.e. MD/CEO (CESL) or CEO (EESL), as the case may be. If the bidder(s) 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 EESL/CESL and Selected Bidder(s) have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the appointing authority specified.

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



18. ARBITRATION

- 18.1. 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.

19. TERMINATION OF THE CONTRACT

- 19.1. If the Selected Bidder stops the works for more than 3 days continuously, then CESL has the power to terminate the Rate Contract without giving any notice whatever may be the reason. In this case, the Selected Bidder has no power to claim compensation and their Performance Security will be forfeited. The client/EESL/CESL has the authority to complete the remaining works through other agencies. Decision of EESL/CESL in this regard is final.
- 19.2. CESL has the authority to terminate the Rate Contract without specifying any reasons thereof, without any compensation at any time during the currency of the Rate Contract. However, 7 days notice period will be given prior to cancellation.
- 19.3. The Selected Bidder has no right to withdraw or leave the contract in mid-way before expiry of the term of the specified valid tenure of the Rate Contract.
- 19.4. If the Selected Bidder repeatedly violates the terms and conditions of the contract or fails to supply required number of driver despite EESL/CESL having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.

20. ADHERENCE TO SPECIFICATIONS

- 20.1. Subsequent to a Rate Contract being placed against a Bidder's Bid received in response to this 'enquiry', if it is found that the goods and services supplied are not in accordance with the requirement or not satisfactory owing to any reason of which CESL shall be the sole judge, CESL shall be entitled to reject the goods and services, cancel the Rate Contract and procure the required goods and services from the open market / other sources and recover the loss, if any, from the Selected Bidder(s) reserving the right to forfeit the performance security, furnished by the Selected Bidder(s) against the Rate Contract.
- 20.2. CESL reserves the right to accept or reject any Bid in full or in part without assigning any reason thereof.



Signature :-
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 SERVICES LIMITED, C=IN
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ANNEXURE-A

PRICE BID SHEET FORMAT
 (produced here for illustration purposes only; to be filled-up ONLINE)

Price Schedule for Services to Be Offered

S. No.	Description of Work	Unit of Measurement (UOM)	Proposed Quantity	Base price per unit Exclusive of all applicable Taxes/Duties/GST (in Rs.)	Total Amount Exclusive of all applicable Taxes/Duties/GST (in Rs.)
	A	B	C	D	E = C X D
1	175/65 R-14 Tubeless Tyre	Nos	70		
2	185/70 R-14 Tubeless Tyre	Nos	50		
3	215/60/R-16 Tubeless Tyre	Nos	300		
4	215/55/R-17 or 215/50/R-17 Tubeless Tyre	Nos	60		
5	Wheel Alignment & Balancing	Nos	300		
GRAND TOTAL					E1 + E2 + E3 + E4 + E5

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



Notes applicable:

- a) Prices once quoted shall remain firm and shall not be subject to any escalation till completion/execution of the contractual assignments/work and till the contract's validity's extension, if any.
- b) GST shall be paid extra at applicable rate. The Selected Bidder(s) shall need to be mandatorily registered with the GST for the Rate contract items (services, where applicable), and furnish photocopy of their GST registration certificate(s) and PAN along with each Tax invoice.
- c) Deposit of all statutory taxes, duties, levies, etc. to government authorities shall be the sole responsibility of the Selected Bidder(s) and such Selected Bidder(s) shall indemnify CESL for any tax claims/problems, etc. with the statutory authority/Government or State authorities.
- d) Income tax, TDS, etc. will be deducted at source by CESL as per government policies.
- e) Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to CESL by the Selected Bidder(s).
- f) The Bidder(s) shall indicate in the Price Bid, the unit prices in INR in the prescribed format only. Bidder(s) must quote for the complete requirement of Services specified under the Contract on a single responsibility basis, failing which such Bids will not be considered for evaluation and will not be considered for award.
- g) Further, the Bidder(s) must make sure that any compliances, to be ensured by CESL are communicated to CESL by the Bidder(s) and if required, CESL may take assistance from the Bidder(s) to execute such compliance(s) and the Bidder(s) shall be reimbursed the statutory fee only.
- h) CESL have the rights to accept or reject any bid or part without assigning any reason.

Declaration by Bidder

I/We have read all the terms and conditions of the 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 considering all the terms and conditions of the Tender/IFB/NIT.

(SEAL)

Name _____

In the capacity of _____

Signed _____

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

Date _____



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

ATTACHMENT – 1

BID FORM
(mandatorily to be submitted with the Bid)

To,
Head (Contracts)
Convergence Energy Services Limited
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

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: Tender Fee, Bid Security/EMD, Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Form of acceptance of EESL fraud prevention policy..... *(List of documents)*

Envelope 2: Deviation Statement, Self-Attested Copy of GST, PAN Card & Aadhar Card (if applicable), Qualification criteria document (Techno-commercial bid), One complete set of the Bid Document along with Amendment (if any) *(List of documents)*

Envelope 3: Price Bid

1. We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the attachments as stated in “Instructions to Bidders”
2. 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 except GST as may be assessed on us.
3. We further declare that we have taken no deviation in the tender.
4. 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.
5. 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.
6. 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.
7. Until a formal contract is prepared and executed between the parties, this bid, together with your written acceptance thereof in the form of your Letter of Intent/

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



- Letter of Award shall constitute a binding contract between parties.
8. We understand that CESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason thereof and incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CESL's action.
 9. We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948.
 10. We declare that we will comply with Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment).
 11. 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 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.:

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	



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

ATTACHMENT – 2

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

Bidder to use their own format.

NAME OF WORK:



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

ATTACHMENT – 3

(On the letter head)

To,
 Head (Contracts)
Convergence Energy Services Limited
 Core-3, 2nd Floor, SCOPE Complex,
 Lodhi Road, New Delhi-110003

Sub: Form for Eligibility Criteria and other conditions

Dear Sir/Madam,

S. No.	Description	Particulars															
1.	We have read the clause as mentioned in the Tender regarding compliance to "Restrictions from procurement from a Bidder of a country which shares a land border with India" and on sub-contracting to contractors from such countries. We certify that our Collaborator/JV Partner/Consortium member/Assignee (including the OEM/manufacture of the goods to be supplied under this Tender) are not from such a country or, if from such a country, have 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.	Yes/No															
2.	We have read the clause as mentioned in the Tender regarding compliance to "Public Procurement (Preference to Make in India), Order 2017 – Revision, regarding". We certify that the local content percentage being offered/quoted against goods to be supplied under this Tender are in compliance with the Eligibility Criteria and the Bidder shall strictly abide by all provisions.	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Item/s</th> <th>Percentage of Local Content</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	S. No.	Item/s	Percentage of Local Content												
S. No.	Item/s	Percentage of Local Content															

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



S. No.	Description	Particulars
	We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.	
3.	We certify that we have not been black-listed/ debarred/ dis-qualified by any regulatory/ statutory body/ Central/ State/ UT Government or any Public sector entities for tendered services.	Yes/No
4.	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. FOR DETAILED POLICY, PLEASE VISIT WEBSITE www.eeslindia.org	Yes/No

Thanking You,
Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....



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

ATTACHMENT – 4

(On the letter head)

To,
 Head (Contracts)
Convergence Energy Services Limited
 Core-3, 2nd Floor, SCOPE Complex,
 Lodhi Road, New Delhi-110003

Sub: Form for Declaration of Tyre OEM/Manufacturer Name

Dear Sir/Madam,

We are submitting self-certification as per below.

Copies of proof (certificate/ authorization) of dealership/franchise or reseller, issued by tyre manufacturer(s) in the name of Bidder, which are not older than 6 months from the date of bid opening are also attached.

S. No.	Tyre Type/Size	Tyre Brand Name for which Bidder is authorized dealer/franchise or re-seller
1	175/65 R-14 Tubeless Tyre	
2	185/70 R-14 Tubeless Tyre	
3	215/60/R-16 Tubeless Tyre	
4	215/55/R-17 or 215/50/R-17 Tubeless Tyre	

In case of sub-contracting, details of such sub-contractor and copies of proof (certificate/ authorization) of dealership/franchise or reseller, issued by tyre manufacturer(s) in the name of such Sub-Contractor are attached or shall be submitted within 3 days of issuance of Rate Contract.

Thanking You,
 Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....



Signature :-
 Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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