Tender Document

For

"Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis"

Invited by

कन्वर्जेंस एनर्जी सर्विसेज़ लिमिटेड
(ईईएसएल की पूर्ण स्वामित्व वाली सहायक कम्पनी)
Convergence Energy Services Limited
(A Wholly Owned Subsidiary of EESL)

2nd Floor, Core - III, SCOPE Complex, Lodhi Road
New Delhi - 110003

Date of Issuance: September 21, 2023

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

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TABLE OF CONTENTS

Section I: Notice Inviting Tender (NIT) 8

Notice Inviting Tender (NIT) 9

Appendix to NIT: Tender Information Summary (TIS) 11

Section II: Instructions to Bidders (ITB) 15

1. The Tender Document 16

1.1 Basic Tender Details 16

1.2 Interpretations, Definitions, Abbreviations and Document Conventions 16

1.3 Overview of Contents 16

1.4 Sections of the Tender Document 16

2. CESL - Rights and Disclaimers 17

2.1 The CESL 17

2.2 Right to Intellectual Property and Confidentiality 17

2.3 Right to Reject any or all Bids 18

2.4 Disclaimers 18

3. Bidders - Eligibility and Preferential Policies 19

3.1 Bidders 19

3.2 Eligibility Criteria for Participation in this Tender 19

3.3 Eligibility of Bidders from specified countries 19

3.4 Conflict of Interest 21

3.5 Regulation of Indian Agents/ Associates of Foreign Principals 22

4. Purchase Preference Policies of the Government 22

4.1 Make in India Order 23

4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs) 26

4.3 Support to Start-up Enterprises 27

5. The Goods, Eligible Goods and Basis of Evaluation 28

5.1 Eligible Goods –Origin and Minimum Local Content 28

5.2 Basis of Evaluation for Schedules/ packages 28

6. Bid Prices, Taxes and Duties 28

6.1 Prices 28

6.2 Firm/ Variable Price 32

6.3 Goods and Services Tax (GST) 33

6.4 Payments 34

7. Downloading the Tender Document; Corrigenda and Clarifications 34

7.1 Downloading the Tender Document 34

7.2 Corrigenda/ Addenda to Tender Document 34

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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Serial No : 162B840

7.3 Clarification on the Tender Document 35

8. Pre-Bid Conference 36

9. Preparation of Bids 36

9.1 The Bid 36

9.2 Documents comprising the Bid 37

9.3 Bid Validity 38

9.4 Bid Security 38

9.5 Non-compliance with these provisions 39

10. Signing and Uploading of Bids 39

10.1 Relationship between Bidder and eProcurement Portal 39

10.2 Signing of Bid 39

10.3 Submission/ uploading of Bids 40

10.4 Modification, Resubmission and Withdrawal of Bids 41

11. Bid Opening 41

12. Evaluation of Bids and Award of Contract 42

12.1 General norms 42

12.2 Evaluation of Bids 43

12.3 Techno-commercial Evaluation 44

12.4 Evaluation of Financial Bids and Ranking of Bids 46

13. Award of Contract 51

13.1 CESL's Rights 51

13.2 Letter of Award (Acceptance - LoA) and Signing of Contract 52

14. Grievance Redressal/ Complaint Procedure 54

15. Code of Integrity in Public Procurement, Misdemeanors and Penalties: 55

Section III: Appendix to Instructions to Bidders (AITB) 56

Section IV: General Conditions of Contract (GCC) 74

1. General 75

1.1 Tenets of Interpretation 75

1.2 Definitions 75

1.3 Document Conventions 78

1.4 Abbreviations: 79

2. The Contract 80

2.1 Language of Contract 80

2.2 The Entire Agreement 80

2.3 Severability 80

2.4 Parties 80

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

2.5 Contract Documents and their Precedence 80
2.6 Modifications/ Amendments, Waivers and Forbearances 81
3. Governing Laws and Jurisdiction 81
3.1 Governing Laws and Jurisdiction 81
3.2 Changes in Laws and Regulations 82
4. Communications 82
4.1 Communications 82
4.2 The person signing the Communications 82
4.3 Address of the parties for sending communications by the other party. 83
5. Selected Bidder's Obligations and restrictions on its Rights 83
5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business 83
5.2 Obligation to Maintain Eligibility and Qualifications 84
5.3 Restriction on Potential Conflict of Interests 84
5.4 Consequences of a breach of Obligations 84
5.5 Assignment and Sub-contracting 84
5.6 Indemnities for breach of IPR Rights 85
5.7 Confidentiality, Secrecy and IPR Rights 85
5.8 Performance Security 87
5.9 Permits, Approvals and Licenses 88
5.10 Book Examination Clause 88
5.11 Custody and return of CESL's Materials/ Equipment/ Documents loaned to Selected Bidder 89
5.12 Labour Codes and Related Obligations 90
6. Scope of Supply and Technical Specifications 92
6.1 The Scope of Supply 92
6.2 Technical Specifications and Standards 92
6.3 Quantity Tolerance 92
6.4 Eligible Goods - Country of Origin and Minimum Local Content 92
6.5 Option Quantity Clause: 93
6.6 Spare parts in Supply of Capital Goods/ Machinery and Plant 93
6.7 Warranty/ Guarantee 93
6.8 Additional Conditions for Rate Contracts 94
7. Inspection and Quality Assurance 96
7.1 Tests and Inspections 96
7.2 Consequence of Rejection 96
7.3 Inspections at the last moment 97
7.4 Consignee's right of Rejection of Inspected Goods 98

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ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

8. Packing, Transportation, Insurance and Receipt 98

8.1 Packing Specifications and Quality 98

8.2 Packing instructions 99

8.3 Transfer of Title of Goods 99

8.4 Transportation 100

8.5 Freight 101

8.6 Insurance 101

8.7 Receipt of Consignment 102

9. Terms of Delivery and delays 102

9.1 Effective Date of Contract 102

9.2 Time is the essence of the contract 102

9.3 Destination Places 103

9.4 Terms of Delivery 103

9.5 Part Supplies 103

9.6 Progressing of Deliveries 103

9.7 Notification of Delivery 103

9.8 Dispatches at the last moment or after the expiry of the delivery 104

9.9 Delay in the Selected Bidder's performance 104

9.10 Inordinate Delays 104

9.11 Extension of Delivery Period 104

9.12 Liquidated damages 105

9.13 Force Majeure 106

10. Prices and Payments 106

10.1 Prices 106

10.2 Taxes and Duties 109

10.3 Terms and Mode of Payment 111

10.4 Withholding and lien in respect of sums claimed 113

10.5 Payment Against Time-Barred Claims 114

10.6 Commissions and Fees 114

11. Resolution of Disputes 114

11.1 Disputes and Excepted Matters 114

11.2 Excepted Matters 115

11.3 Adjudication 115

11.4 Conciliation of disputes 116

11.5 Arbitration Agreement 116

12. Defaults, Breaches, Termination, and closure of Contract 121

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Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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CONVERGENCE energy. simplified
कन्वर्जेंस एनर्जी सर्विसेज़ लिमिटेड
(ईईएसएल की पूर्ण स्वामित्व वाली सहायक कम्पनी)
Convergence Energy Services Limited
(A Wholly Owned Subsidiary of EESL)

12.1 Termination due to Breach, Default, and Insolvency 121
12.2 Termination for Default/ Convenience of CESL and Frustration 123
12.3 Closure of Contract 124
13. Code of Integrity in Public Procurement; Misdemeanors and Penalties 125
13.1 Code of Integrity 125
13.2 Obligations for Proactive Disclosures 125
13.3 Misdemeanors and Penalties 126
13.4 Punitive Provisions 126
Section V: Special Conditions of Contract (SCC) 128
Section VI: Schedule of Requirements 145
1. General 148
1.1 Background 148
1.2 Objectives 148
2. Salient Features of the Procurement 149
2.1 Principal Parties in the transaction 149
2.2 Demand Aggregation and Purchase Order(s) 149
2.3 Limitations on provision of Services under the Tender 149
3. Kilometrage 151
4. Costs incurred by Service Provider and its treatment 151
5. Invoice and Payment Terms 153
6. Scope of Work of Client 155
6.1 Deployment and Usage of E-Car(s) and EV Charging Units 156
6.2 Insurance, Maintenance and Warranty of E-Car 156
6.3 Return of E-Car 157
6.4 Others 157
7. Scope of Work of Convergence Energy Services Limited (CESL) 158
8. Scope of Work of Service Provider 159
8.1 Financing and Procurement of Goods and Services 159
8.2 Demonstration of E-Car(s) 159
8.3 Delivery and deployment of E-Car 159
8.4 Usage of E-Car 160
8.5 Insurance of E-Car 160
8.6 Repair and Maintenance of E-Car 161
8.7 E-Car Liveries and Consumables 163
8.8 Provision of Drivers and related aspects of Liveries, Minor Repairs, etc. 163
8.9 24X7 Roadside Assistance 166

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Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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Serial No : 162B840

8.10 EV Charging Units 167
8.11 Cessation of Services 167
8.12 Compliance with Laws, Rules, and Regulations 168
8.13 Managing Digital Logbook 168
8.14 Invoicing to CESL and Collection of Payments from the Client 168
8.15 Service Provider's Scope of Work Exclusions 169

Section VII: Technical Specifications and Quality Assurance 170

1. Technical Specifications 171

2. Quality Assurance and Inspection 171

Section VIII: Qualification Criteria 173

1. Eligibility Criteria for Participation in this Tender 174

1.1 Eligibility Requirements for Consortium 178
1.2 Qualification based on technical and/or financial capability of its Parent(s) and/ or its Affiliate(s) 178

2. Technical Qualification Requirements 180

3. Financial Qualification Requirements 182

SECTION IX: FORMS AND FORMATS 184

Form 1: Format for Bank Guarantee for the Bid Security 185

Form 2: Format for Declaration from the Bidder, providing the name of Zone(s) for which the Bidder is Bidding 190

Form 3: Format for Compliance Matrix / checklist for the Bidder 191

Form 4: Format for List of Consortium Members (if applicable) and Sub-Contractor(s) of the Bidder 194

Form 5: Format for Consortium Agreement to be entered amongst both members of a Bidding Consortium 195

Form 6: Format for Power of Attorney by Consortium Member in favour of Lead Bidder . 199

Form 7: Format for Power of Attorney by Sole/Lead Bidder authorizing an Individual Designated Representative for the Consortium 201

Form 8: Format for Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice 203

Form 9: Format for Declaration regarding acceptance of Fraud Prevention Policy 204

Form 10: Format for RTGS/NEFT Bank Details 205

Form 11: Format for Covering Letter by Bidder 207

Form 12: Format for Statement of Deviation from the terms of Tender 210

Form 13: Format for Declaration of relationship & details of equity shareholding with Parent Company/Affiliate 211

Form 14: Format for authorization from Parent/Affiliate of Bidder, whose financial capabilities have been used by the Sole/Lead Bidder 213

Signature :-
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User ID : mahendra.singh
Serial No : 162B840

Form 15: Format for Letter of Undertaking by the Parent of Sole/Lead Bidder for submitting its credentials for meeting the Financial Qualification Requirement under the Tender 214

Form 16: Format for Board Resolution 216

Form 17: Format for Bidder Information cum Eligibility Criteria cum Technical Qualification Requirement 217

Form 18: Format for Self-certification regarding compliance of "Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017" 219

Form 19: Format for Self-certification regarding compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" 221

Form 19A: Format Self-certification regarding compliance of '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' 222

Form 20: Format for Self-certification regarding compliance of "Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products" 223

Form 21: Format for Self-declaration regarding compliance of "Not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes" 225

Form 22: Format for Self-certification in compliance with "Adherence to Labour Laws/Acts required to discharge obligation of providing Drivers under this Tender" 226

Form 23: Format for Self-certification regarding office in the Zone, the Bidder has submitted its Bid for 228

Form 24: Format for Summary against Technical Qualifying Criteria 229

Form 25: Format for Summary against Financial Qualifying Criteria 230

Form 26: Format for Bank Guarantee for Performance Security 232

Form 27: Format of Financial Bid 235

SECTION X: APPENDICES 237

1. **Appendix A: Abbreviations and Acronyms** 238
2. **Appendix B: Definitions** 242
3. **Appendix C: Sample Invoice of Service Provider** 247
4. **Appendix D: Illustrative Project Timelines** 249

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SECTION I: NOTICE INVITING TENDER (NIT)

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कन्वर्जेंस एनर्जी सर्विसेज़ लिमिटेड
(ईईएसएल की पूर्ण स्वामित्व वाली सहायक कम्पनी)
Convergence Energy Services Limited
(A Wholly Owned Subsidiary of EESL)

CONVERGENCE ENERGY SERVICES LIMITED (CESL)
2nd Floor, Core - III, SCOPE Complex, Lodhi Road
New Delhi - 110003

Notice Inviting Tender (NIT)

NIT/Tender No.: CESL/06/2023-24/EV/232409005 **Dated:** September 21, 2023

1. Chief Executive Officer (CEO) of Convergence Energy Services Limited (CESL), a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the Ministry of Power, Government of India invites ONLINE e-Tender in Single Stage Two Envelops System i.e., Techno-commercial Bid from eligible and qualified firms, for the following:

2. **Tender Title:** "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis"

3. **Quantity & Specification:** As per Tender Document

4. **Tender Schedule**:

Published Date	21-Sep-23
Tender Download Start Date & Time	21-Sep-23 (from 18:00 IST)
Tender Download End Date & Time	21-Sep-23 (up to 14:00 IST)
Clarification Start Date & Time	21-Sep-23 (from 18:15 IST)
Pre bid Conference Cum Clarification End Date & Time	03-Oct-23 (at 11:00 IST)
Bid Submission Start Date & Time	21-Sep-23 (from 18:00 IST)
Bid Submission End Date & Time	21-Sep-23 (up to 14:30 IST)
Bid Opening (Techno-Commercial Bid) Date & Time	13-Oct-23 (at 15:00 IST)

5. **Bid Security:** The Bidder shall submit Bid Security for each zone separately that the Bidder is submitting its Bid for. The amount corresponding to each zone is given in the table below:

Zone	Bid Security Amount (in ₹)
Zone 1	4,13,82,000
Zone 2	4,13,82,000

Signed and scanned copy of Bid Security and any other certificate must be uploaded on E-Procurement portal i.e., https://cesl.eproc.in**.** Hard copy of original of Bid Security

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and any other certificate for exemption must be submitted at CESL on or before opening of Bids. Bid Security shall be valid for 75 days from the date of opening of Tender.

6. **All prospective Bidders must attend the Pre-Bid Conference, positively. The place, time and date are indicated in the Tender Information Summary (TIS).**

7. The Bidder shall download the Tender Document from https://cesl.eproc.in**.** Bidder shall upload their Bid ONLINE through https://cesl.eproc.in, along with scanned copies of Cost of Tender Document and Bid Security, and deposit the same as specified in the Tender Document. Oral, telephonic, telegraphic Bid or those submitted in hard copies/physical form will not be entertained. In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.

8. The Bidders should keep themselves updated by regularly visiting the E-Procurement Website of CESL for any amendment/corrigendum/ clarification regarding this Tender.

For & on Behalf of

Convergence Energy Services Limited

(Contracts Department)

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Appendix to NIT: Tender Information Summary (TIS)

1. BASIC TENDER DETAILS	
Tender Title	Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis
Document/NIT/Tender No.	CESL/06/2023-24/EV/232409005 dated 21-Sep-23
Tender ID	1918
Tender Type	Open Tender Enquiry (OTE) - Domestic
Form of Contract	Rate Contract
Tender Category	Goods and Sfervices
Bidding System	Single Stage
No. of Covers	Two Envelope
e-Reverse Auction to be held after Financial Bid opening	No
Procuring Organization/ Procuring Entity	Convergence Energy Services Limited (CESL)
Procuring Organization / Entity Address	Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi - 110003
Authority on whose behalf Tender is invited	Chief Executive Officer, CESL
Tender Inviting Authority (TIA)	Head (Contracts), CESL
Appointing Authority for Arbitration	Chief Executive Officer, CESL
2. REQUIREMENT DETAILS	
Evaluation Basis	Zone Wise
Part Quotation allowed or not	The Bidder may quote for one Zone or both Zones. However, the Bidder must quote for the complete Zone that it quotes for, without any exception.
Schedules	Zone 1 and Zone 2
Item Details	Deployment of Electric Vehicles
Anticipated Drawal Quantity	2000 Electric Vehicles, split equally in each Zone
Consignee/State	As per Purchase Order(s) issued subsequent to the issuance of Letter of Award – anywhere within India
LoA Delivery Period	1 year from the date of issuance of Letter of Award
3. CRITICAL DATES FOR BIDDING	
Published Date	21-Sep-23
Tender Download Start Date & Time	21-Sep-23 (from 18:00 IST)
Tender Download End Date & Time	21-Sep-23 (up to 14:00 IST)

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Clarification Start Date & Time	21-Sep-23 (from 18:15 IST)	
Pre-Bid Conference Cum Clarification End Date & Time	03-Oct-202321-Sep-23 (at 11:00 IST)	
Bid Submission Start Date & Time	21-Sep-23 (from 18:00 IST)	
Bid Submission End Date & Time	21-Sep-23 (up to 14:30 IST)	
Bid Opening (Techno-Commercial Bid) Date & Time	13-Oct-23 (at 15:00 IST)	
4. ELIGIBILITY TO PARTICIPATE		
Is this item reserved for exclusive Procurement from MSEs	No	
Nature of Bidders eligible – OEMs/ Dealers authorized by OEMs	No Restriction	
Minimum local content for eligibility to participate (Make in India Policy)	20%	
Classes of Local Suppliers eligible to participate (Make in India Policy)	Only Class-I and Class-II local Suppliers eligible (Domestic Tenders) and Non-local Suppliers are not eligible	
5. OBTAINING THE TENDER DOCUMENT AND CLARIFICATIONS		
eProcurement Portal and helpdesk for Document availability and submission	https://cesl.eproc.in	Contact Details: +91-124-4302033/36/37, +91-8826814007 ceslsupport@c1india.com, sandeep.bhandari@c1india.com
Cost of Tender Document	₹ 25,000/- (Rupees Twenty-Five Thousand Only) – Non-refundable and Non-adjustable	
Office/Contact Person/email for Clarifications on Tender Document	**For Technical Queries:** Sh. Tosh Agrawal Co-Head (O&M, BD & New Initiatives, e4W), CESL tagrawal@eesl.co.in, sahmad@eesl.co.in **For Contracts related Queries:** Sh. Ashim Bhattacharya, Head (Contracts), CESL abhattcaharya@eesl.co.in Sh. Mahendra Singh, Engineer (Contracts), CESL msingh@eesl.co.in Sh. Md Arif, Executive Officer, CESL cesl.arif@gmail.com	
6. PRE-BID CONFERENCE		
Pre-Bid Conference applicable or not	Yes	

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ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Place, time, and date of the Pre-Bid Conference	Convergence Energy Services Limited (CESL) Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 AND Through Video Conferencing Meeting link: Click here to join meeting 03-Oct-23 (at 1100 IST)
Place, time, and date before which Written queries for the Pre-Bid Conference must be received	tagrawal@eesl.co.in, msingh@eesl.co.in, asood@eesl.co.in, cesl.arif@gmail.com, sahmad@eesl.co.in 30-Sept-23 (up to 1100 IST)
7. PREPARATION AND SUBMISSION AND OPENING OF BIDS	
Bids to be Addressed to	Head (Contracts), CESL
Instructions for Online Bid Submission	https://www.convergence.co.in/Tender
Bid Opening Place	https://cesl.eproc.in AND Convergence Energy Services Limited (CESL) Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi - 110003
Alternate Bids allowed or not	Only one Bid per Zone meeting the conflict-of-interest criteria (as mentioned in this Tender document) shall be considered as valid from a Bidder
8. PREPARATION AND SUBMISSION AND OPENING OF BIDS	
Physical documents required/permitted to be submitted	Yes
If Yes, List of Documents to be submitted physically	Instruments of Cost of Tender Document and Bid Security
Deadline for physical submission of originals/self-attested copies of Originals of uploaded scanned documents	13-Oct-23 (at 1430 IST)
Address of Physical Submission of Originals	Convergence Energy Services Limited (CESL) Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi - 110003
9. DOCUMENTS RELATING TO BID SECURITY	
Bid Security	The Bidder shall submit Bid Security for each zone separately that the Bidder is submitting its Bid for. The amount corresponding to each zone is given in the table below:

Zone	Bid Security Amount (in ₹)
Zone 1	4,13,82,000
Zone 2	4,13,82,000

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Bid Validity Period	75 Days from the date of opening of techno commercial Bid
Bid Security Validity	45 days beyond Bid Validity Period
10. ADDITIONAL CLAUSES	
Integrity Pact to be signed and submitted along with the Bid	No
Fall Clause	Applicable, as per General Conditions of Contract (GCC)
Quantity Splitting / Parallel Orders	Yes, upto a maximum of 2 Bidders for each Zone, subject to matching of Price
If Yes, Ratio of Distribution among L-1 and others	70:30

1. All the Bids must be accompanied by the Cost of Tender Document and Bid Security, as mentioned in the table above. Bids not accompanying the Cost of Tender Document and Bid Security, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the Bids shall not be opened.
2. The Cost of Tender Document and Bid Security must reach the address in a sealed envelope superscribed "Bid Security and Cost of Tender Document for Tender No. CESL/06/2023-24/EV/232409005 dated 21-Sep-23", before the online Bid submission date & time mentioned above.
3. The details of the instruments of Cost of Tender Document and Bid Security must 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 Cost of Tender Document and/or Bid Security are received at CESL before opening time of the techno-commercial Bids, for verification of the details of the same as given online by the Bidders. 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 Cost of Tender Document and/or Bid Security, sent by post/courier.
4. Any relaxation/exemption sought by Bidder shall only be considered in accordance with relevant Clauses of ITB and AITB regarding submission of Cost of Tender Document and/or Bid Security, and shall be subject to fulfilment of conditions defined in the said Sections. Since all the conditions explained in the said Sections for seeking exemption from submission of Cost of Tender Document and/or Bid Security 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 Sections, the Bid shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Cost of Tender Document and/or Bid Security, must 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.

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SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

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1. The Tender Document

1.1 Basic Tender Details

The Request for Proposal (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering a contract for the supply of the Goods as detailed in Section VI: "Schedule of Requirements" (hereinafter referred to as 'the Goods'). Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference. The 'Good's may include incidental Services/ Works if so indicated. In this Tender Document, any generic reference to 'Goods' shall be deemed to include such incidental Services and Works.

1.2 Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), details Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), Document conventions (GCC-clause 1.3) and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

1.3 Overview of Contents

1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ file separately available on the e-Procurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.

2) Bidder must submit the Bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below. Bidder must declare in its Covering Letter, as per the format prescribed vide Form 11 in Section IX of this Tender Document that it has read, understood, complied, and stands bound by all requirements of the sections mentioned in ITB-clause 1.4:

1.4 Sections of the Tender Document

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

Section I:	Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
Section II:	Instructions to Bidders (ITB)
Section III:	Appendix to Instructions to Bidders (AITB)
Section IV:	General Conditions of Contract (GCC)
Section V:	Special Conditions of Contract (SCC)
Section VI:	Schedule of Requirements
Section VII:	Technical Specifications and Quality Assurance
Section VIII:	Qualification Criteria
Section IX:	Forms and Formats
Section X:	Appendices

1) **Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)** provides a synopsis of information relevant for

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a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as Well.

2) **Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)** provides the relevant information as Well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as Well.

3) **Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)** describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as Well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ AITB.

4) **Section VI: Schedule of Requirements** describes the Goods, background information of the Project, Scope, of Work, Requirement & Specification, Standards, Activities and Tasks, Plans, Deliverables, Documentation, Invoicing, Payment Terms, and other requirements/ details related to and/or connected with the Project. The requirements may consist of more than one schedule. Each schedule may contain more than one item of Goods.

5) **Section VII – Technical Specifications and Quality Assurance** lays down the technical and quality assurance of the Goods required. Bidder should provide the required details, information, confirmations, etc., accordingly, failing which its Bid shall be liable to be rejected as nonresponsive.

6) **Section VIII: Qualification Criteria** lay down the Qualifying Criteria for a Bid/ Bidder to be considered a responsive Bid/ Bidder for further evaluation. Bids/ Bidders not meeting these Qualification criteria shall be rejected as nonresponsive. Bidders shall attach statements and documents to confirm conformity to Qualification Criteria in this appendix.

7) **Section IX: Forms and Formats** provides the various Forms and Formats to be provided in support to the above Sections.

8) **Section X: Appendices** provides Appendices to the Tender Document.

2. CESL - Rights and Disclaimers

2.1 The CESL

Bids are to be addressed to Head (Contracts), Convergence Energy Services Limited (headed by Chief Executive Officer). The Contracts Department is the designated Department for uploading and clarifying this Tender Document. The contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and Paying authority who shall discharge designated function during contract execution.

2.2 Right to Intellectual Property and Confidentiality

1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of CESL and must not be shared with

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third parties or reproduced, whether in whole or part, without CESL's prior written consent.

2) However, Bidders may share these to prepare and submit its Bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality like that imposed on Bidder under this clause.

3) This condition shall also apply to Bidders who do not submit a Bid after downloading it or who are not awarded a contract in the process.

4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

(a) now or hereafter is or enters the public domain through no fault of Bidder;
(b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from CESL; or
(c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3 Right to Reject any or all Bids

CESL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another Tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.4 Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ Guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Bidders/ contractors and CESL. No other Government or CESL's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by CESL or any of its employees or associated agencies.

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Serial No : 162B840

2.4.4 Regarding Tender Document

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CESL, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) CESL, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders - Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in the following clauses in this Section and provisions in Tender Document, this invitation for Bids is open to all Bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such Bidders who have been previously shortlisted or specifically invited.

3.2 Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all Bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of its Bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in Section VIII of this Tender Document, which shall be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance as per the format prescribed vide Form 17 in Section IX of this Tender Document.

3.3 Eligibility of Bidders from specified countries

Orders issued by the Government of India restricting procurement from Bidders from certain countries that share a land border with India shall apply to this procurement.

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1) Any Bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India[1], excluding countries as listed on the Website of the Ministry of External Affairs[2], to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to Bid in this Tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in their Covering Letter, as per the format prescribed vide Form 11 in Section IX of this Tender Document.

2) In Bids for Turnkey contracts, including Works contracts, the successful Bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the Bidders shall enclose the certificate in their Covering Letter, as per the format prescribed vide Form 11 in Section IX of this Tender Document.

3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

1) "Bidder from such Restricted Countries" 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/ joint venture where any member falls under any of the above

2) The beneficial owner shall mean:

(a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation-

i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.

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[1] https://mea.gov.in/india-and-neighbours.htm

[2] https://mea.gov.in/Lines-of-Credit-for-Development-Projects.htm

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ii. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

(b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.

(c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3.4 Conflict of Interest

A Bidder shall not have conflict of interest with other Bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of CESL's interests. The Bidder found to have a conflict of interest shall be disqualified. Bidder shall be required to declare the absence of such conflict of interest in their Covering Letter, as per the format prescribed vide Form 11 in Section IX of this Tender Document. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if:

1) they have controlling partner (s) in common; or

2) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

3) they have the same legal representative/agent for purposes of this Bid; or

4) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or

5) Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one Bidding manufacturer in more than one Bid.

6) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular Tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one Bid from the following:

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(a) The principal manufacturer directly or through one Indian agent on its behalf; and

(b) Indian/foreign agent on behalf of only one principal.

7) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

8) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

3.5 Regulation of Indian Agents/ Associates of Foreign Principals

Wherever the foreign principal desires to involve in this Tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations:

1) The name and address of the foreign principals, if any, indicating their nationality as Well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to Tender either directly or through the agents/ representatives.

2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.

3) The Bidder/ Foreign Principal must commit to submitting after the Financial Bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).

4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by CESL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

5) Failure to furnish correct and detailed information shall render Foreign Principal's Bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

Unless otherwise stipulated in TIS/ AITB, CESL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section), as revised from time to time.

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2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or

4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the TIS/ ITB/ AITB

4.1 Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.

2) 'Class-II local Supplier' with local content equal to or more than that prescribed in TIS or 20%if not prescribed, but less than that applicable for Class-I local Supplier.

3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.1.2 Eligibility Restrictions based on Reciprocity

If so, stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this Tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.1.3 Eligibility to participate

1) **Minimum local content for eligibility to participate**: Only Bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions. This threshold shall be declared in TIS and/ or Section VI: Schedule of Requirements

2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the Tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

4.1.4 Thresholds

1) Following thresholds shall be declared in the Tender Document.

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Serial No : 162B840

(a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products

(b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a Bid to be considered.

(c) **The margin of purchase preference:** The Bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II Bidders for being eligible for purchase preference.

2) If not so declared, the default threshold shall be as follows:

(a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.

(b) Minimum local content for eligibility to participate shall be 50%,

(c) The margin of purchase preference shall be 20%

4.1.5 Purchase preference to Class-I local Suppliers

1) For goods and works where the Goods are divisible by nature:

(a) Among all qualified Bids, the lowest Bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

(b) If the L-1 Bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest Bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded it, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 Bidder.

2) For goods and works where the Goods are not divisible, and in the procurement of services where the Bid is evaluated on price alone:

(a) Among all qualified Bids, the lowest Bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

(b) If L-1 is not 'Class-I local Supplier', the lowest Bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

(c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 Bidder.

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Serial No : 162B840

3) Where parallel contracts are to be awarded to multiple Bidders: In Bids where parallel contracts are to be awarded to multiple Bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-ll local Supplier' as Well as 'Non-local Supplier', as per following procedure:

(a) If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to Bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.

(b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the Tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the Tendered quantity in Tender, the contract shall be awarded to all the qualified Bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the Tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest Bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the Tendered quantity, first purchase preference must be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

4.1.6 Verification of local content and violations

1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of Tender, Bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.

2) In cases of procurement for a Tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

3) Complaints about Local content declarations may be made through the channels of CESL. CESL and Nodal Ministries may prescribe fees for such complaints.

4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

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Serial No : 162B840

4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenization

1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.

2) CESL reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with its Bid to avail such an exemption.

4.1.8 Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in their Covering Letter, as per the format prescribed vide Form 11 in Section IX of this Tender Document:

1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.

2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this Tender.

3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, it must provide proof thereof.

4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

4.2.1 Registration of MSEs

1) MSEs interested in availing such benefits must enclose in their Covering Letter, as per the format prescribed vide Form 11 in Section IX of this Tender Document with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the Bid submission.

2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:

   (a) The proprietor(s) shall be SC/ ST or women in proprietary MSEs
   (b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
   (c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

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Serial No : 162B840

4.2.2 Support to MSEs

1) Tender sets shall be provided free of cost to MSEs.

2) MSEs shall be exempted from payment of Bid Security. (As per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

4.2.3 Reservation of specific items for procurement

If so, stipulated in Tender Information Summary (TIS Appendix to NIT), this procurement is reserved as per the Public Procurement Policy for the Micro and Small Enterprises Order, 2012, for exclusive purchase from Micro and Small Enterprises (MSEs) registered with agencies, as mentioned in clause 4.2.4 below. In such a case, only such MSEs shall be eligible to submit a Bid and be considered.

4.2.4 Purchase Preference to MSEs

CESL reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE Bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE Bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these Bidders.

4.3 Support to Start-up Enterprises

4.3.1 Definition of Start-up Enterprises

1) As defined by DPIIT, an entity shall be considered as a 'Start-up':

   (a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and

   (b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred (100) crore rupees, and

   (c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or Wealth creation.

2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.

3) A Start-up so identified under the above definition shall be required to obtain and submit along with its Bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

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Serial No : 162B840

1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Bid Security. (As per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

2) **Relaxation in Prior Turnover and Experience:** CESL reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of CESL in this regard shall be final.

5. The Goods, Eligible Goods and Basis of Evaluation

5.1 Eligible Goods –Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all 'Goods' and 'incidental Works/ Service' to be supplied under the contract must conform to i) restrictions on certain countries with land-borders with India (ITB-clause 3.3; ii) minimum local content (Make in India Policy – ITB-clause 4.1). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Goods must not circumvent the provisions relating to such benefits.

5.2 Basis of Evaluation for Schedules/ packages

1) Unless otherwise stipulated in the TIS/ AITB, if there is more than one schedule/ package in Section VI: Schedule of Requirements, evaluation of financial ranking of Bids shall be done separately for each schedule, and Bidder has the option to submit its quotation for any one or more schedules/ packages and, also, to offer special discount for combined schedules. However, Bidder shall quote for the complete Goods as stipulated in a schedule quoted.

2) Unless otherwise stipulated in the TIS/ AITB, if there is only a list of items without grouping into schedules, evaluation of financial ranking of Bids shall be done for each item separately, and Bidder has the option to submit its quotation for any one or more items and, also, to offer special discount for combined items. However, Bidder shall quote for all the destinations included in an item quoted.

3) Unless otherwise stipulated in the TIS/ AITB, if there is only one item in the Goods with several destinations, evaluation of financial ranking of Bids shall be done separately for each destination included in that item separately, and Bidder has the option to submit its quotation for any one or more destinations and, also, to offer special discounts for all destinations.

6. Bid Prices, Taxes and Duties

6.1 Prices

6.1.1 Competitive and Independent Prices

1) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to:

(a) those prices; or

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Serial No : 162B840

(b) the intention to submit an offer; or

(c) the methods or factors used to calculate the prices offered.

2) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Bid opening or contract award unless otherwise required by law.

6.1.2 Undue profiteering

1) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the Bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).

2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in its Bid giving reasons for quoting a higher price(s). If it fails to do so or makes any misstatement, it shall be lawful for CESL either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price Components

1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total Bid prices.

2) **The break-up of Prices based on Origin of Goods:** The quoted prices for Goods offered from India and those offered from abroad should be indicated separately in the applicable Price Schedules. The prices in the corresponding price schedule shall be entered separately in the following manner:

(a) **Domestic Goods:** For Goods offered indigenously, the prices in the corresponding price schedule shall be entered separately in the following manner:

i. The price of the Goods quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, shall be assumed to include all taxes and duties like GST, customs duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Goods or on the previously imported Goods of foreign origin.

ii. Any GST, which shall be payable on the Goods in India if the contract is awarded.

iii. Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods to their destination as stipulated in Section VI: Schedule of Requirements and

iv. The price of incidental Works/ Services, as and if mentioned in Section VI: Schedule of Requirements.

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Serial No : 162B840

(b) **Foreign Goods:** For Goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

i. The price of Goods quoted FAS/ FOB port of shipment or CIF port of entry in India or CIF specified place of destination in India as indicated in the Schedule of Requirements.
ii. Wherever applicable, the amount of customs duty on the Goods to be imported.
iii. The charges for inland transportation, insurance, and other local costs incidental to the delivery of the Goods from the port of entry in India to their destination, as stipulated in the Schedule of Requirements. and
iv. The charges for incidental Works/ Services, as and if mentioned in the Schedule of Requirements, showing break-up as per their country of origin.
v. Unless otherwise explicitly indicated in the contract, the terms FOB, FAS, CIF etc. for imported Goods offered from abroad shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
vi. The need for an indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 6.1.3), is for comparison of the Bids by CESL and shall no way restrict CESL's right to award the contract on the selected Bidder on any of the terms offered.

3) **Price Components in case of Capital Goods/ Machinery and Plant**

If TIS/ AITB declares it to be the procurement of Capital Goods/ Machinery & Plant following price components shall be provided in suitable Formats:

(a) **Compulsory Spares for Two Year's Maintenance**

If so, stipulated in TIS/ AITB, the Bidders shall also quote in their financial Bids the prices of spares and their quantities estimated to be required for maintenance of equipment two years beyond the warrantee period. The total cost of such spares shall be added to the cost of equipment and incidental works/ services to evaluate financial Bids. These spares shall be supplied along with the main equipment.

(b) **Annual Maintenance Contract (AMC)**

If so, stipulated in TIS/ AITB, the Bidders shall quote post-warranty Annual Maintenance Contract (AMC) for five years after the expiry of the warranty period. They should mention the maintenance schedule under the AMC, giving the charges for the AMC maintenance schedule and other details of spares to be used in such preventive maintenance. The terms & conditions of AMC must specify the maximum down time and maximum response time. The total of AMC charges for five years and the cost of spares used in AMC during these five years would be included in the F.O.R. destination price quoted for the equipment for comparative evaluation of offer. However, CESL shall retain its right to enter or not enter into such an AMC contract with the successful Bidder/ contractor.

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Serial No : 162B840

(c) **Insurance**

If so, stipulated in TIS/ AITB, the Bidders shall also quote in their Financial Bids the cost of Insurance of the consignment of the equipment and spares up to the ultimate consignee. If not explicitly quoted, it shall be assumed to be included in the process quoted for the equipment.

(d) **Prices of Other Spares usually needed for Maintenance**

If so, stipulated in TIS/ AITB, the Bidders shall also quote in their financial Bids the indicative prices of crucial spares and their quantities estimated to be required for maintenance of equipment beyond the above mentioned two years period. This information is for future spares ordering, and the prices would not be added to the Bid amount. The successful Bidder/ contractor shall endeavor to maintain such prices over a reasonable period. The Bidders who are OEM must give undertaking for supply of spare parts for a period of the expected life of the machine/equipment. Other Tenderers must submit undertakings from their OEM to supply spare parts for a period of the expected life of the machine/equipment. In this connection, GCC-6.6 (Spare Parts) shall also be applicable.

(e) **Incidental Works/ Services**

If so, stipulated in TIS/ AITB, the Bidders shall provide the specified incidental works/ services (e.g., Installation, Commissioning, Training of Operator etc.). The Bidders may quote separate prices for these. Otherwise, it shall be assumed to be included in the prices of the main equipment price.

4) The indication of such price components is to compare the Bids and shall not restrict CESL's right to award the contract on any terms offered.

6.1.4 Price Schedule

1) The Financial Bid to be submitted electronically ONLY, as per the format prescribed vide Form 27 in Section IX of this Tender Document and shall comprise the details listed in subsequent clauses herein and in this Tender Document. No hard copy of the Financial Bid to be submitted.

2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.

3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the Bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the Bidder's country and in India.

6.1.5 Provisions of GST

1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.

2) While quoting the basic rate, the Bidder should offset the input credit available/ to be availed as per the GST Act.

3) Please refer to ITB-clause 6.3 for further details.

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Serial No : 162B840

6.1.6 Currencies of Bid and Payment

1) Unless otherwise stipulated in the Tender Document, the currency of Bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

2) Where the Tender Document permits quotations in different currencies, then, for domestic Goods, prices shall be quoted in Indian rupees only, and for imported Goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in ITB-clause 12.4.2 below.

   (a) Regarding price(s) for incidental Works/ Services, if any required with the Goods, the same shall be quoted in Indian Rupees if such Works/ Services are to be performed/ undertaken in India.

   (b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.7 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

6.2 Firm/ Variable Price

6.2.1 Firm Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.2.2 Price Variation Clause

1) In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document.

2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that Bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

6.2.3 Exchange Rate Variation

Subject to provisions of ITB-clause 6.2.1 above, where final prices are quoted in Indian Rupees (INR) involving substantial imports content (> 25%), and the deliveries exceed 12 months, Bidder may, if they so desire, stipulate Foreign Exchange Rate Variation (ERV) clause. In that case, the ERV shall be borne by CESL within the original Delivery Period. ERV shall be applicable only for components used to manufacture supplied Goods imported after the contract date.

1) The offer of Bidder should indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint

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Serial No : 162B840

of the delivery period unless the Bidder has already indicated the schedule within which the Bidder shall import material.

2) If the delivery period is refixed/ extended, ERV shall not be admissible if this is due to the contractor's default.

3) Unless otherwise stipulated in the contract, documents for claiming ERV shall be:

(a) A bill of ERV claim enclosing working sheet.
(b) Banker's Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.
(c) Copies of import order/agreement placed by the contractor on its Suppliers.
(d) Invoice of Contractor's Suppliers for the relevant import order

6.3 Goods and Services Tax (GST)

6.3.1 GST Registration Status

1) All the Bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

2) **GST Registration Number (15-digit GSTIN):** If the Bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the Bidder should mention GST registration numbers for each state separately.

3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, it should declare the fact while bidding along with GSTIN and GST registration certificate.

4) **Exemption from Registration:** If a Bidder is not liable to take GST registration, i.e., having turnover below threshold, it shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting it from registration. Such Bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by CESL directly to concerned authorities. Bidder should note that its offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to CESL within 15 days from the date of becoming liable to registration under GST.

5) CESL's state-wise GSTINs are indicated in Section VI – Schedule of Requirements and/ or TIS/ AITB and/or shall be informed to the Selected Bidder(s).

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Serial No : 162B840

6.3.2 HSN Code and GST Rate

1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.

2) As per the GST Act, the Bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the Bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the Bidder.

3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.

4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by CESL.

5) **Applicability to Imported Goods/ Services:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

6.4 Payments

6.4.1 General

Unless otherwise stipulated, Payment terms laid down in clause GCC 10.3 shall be applicable.

6.4.2 No Advance Payments

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by CESL to the Selected Bidder(s). If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

7.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting Bids, CESL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a

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corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Bidders who have downloaded the document under their login. However, the Bidders' responsibility is to check the Website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective Bidders to take such corrigendum/ addendum into account in preparing their Bids, CESL may suitably extend the deadline for the Bid submission, as necessary. After CESL makes such modifications, any Bidder who has submitted its Bid in response to the original invitation shall have the opportunity to either withdraw its Bid or re-submit its Bid superseding the original Bid within the extended time of submission as per ITB-clause 10.4.1 below.

7.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 3 working days before the deadline for the Bid submission). CESL shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective Bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by CESL through an Addendum/ Corrigendum issue under the sub-clause above.

1) CESL may issue clarification only, at its sole discretion, which is considered reasonable by it.

2) CESL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3) For the avoidance of any doubt, it is hereby clarified that the CESL is not obliged to extend the Bid Submission Deadline as specified in TIS, on account of clarifications sought in accordance to the above.

4) During the bidding process, CESL, for any reason may modify the Tender Document, including the timelines, by issuance of addendum / modification / errata and / or a revised document.

5) Revisions or amendments in the bidding guidelines may cause CESL to modify amend or supplement the Tender Document to be in conformance with any applicable Law. Such document shall be notified and the same shall be binding on them.

6) CESL shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by CESL. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline as specified in TIS.

7) All such amendments/modifications shall be issued at least 7 (seven) working days prior to the Bid Submission Deadline.

8) In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, CESL may, at its discretion, extend the deadline/ timeline for Bid submission.

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Serial No : 162B840

8. Pre-Bid Conference

1) If a Pre-Bid conference is stipulated in the TIS, prospective Bidders interested in participating in this Tender may attend a Pre-Bid conference to clarify techno-commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-Bid conference is restricted to prospective Bidders who have downloaded the Tender Document.

2) Participation is not mandatory. However, if a Bidder chooses not to (or fails to) participate in the Pre-Bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.

3) The date and time by which the written queries for the Pre-Bid must reach the authority and the last date for registration for participation in the Pre-Bid conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 3 days before the date and time of the pre-Bid conference.

4) Delegates participating in the Pre-Bid conference must provide a photo identity and an authorization letter from their Company/ principals; else, they shall not be allowed to participate. The Pre-Bid conference may also be held online at the discretion of CESL.

5) After the Pre-Bid conference, Minutes of the Pre-Bid conference shall be published on CESL's portal within seven days from the Pre-Bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per ITB-clause 7.2 above, to give reasonable time to the prospective Bidders to take such clarifications into account in preparing their Bids, CESL may suitably extend, as necessary, the deadline for the Bid submission.

9. Preparation of Bids

9.1 The Bid

9.1.1 Language of the Bid

Unless otherwise stipulated in the AITB, the Bid submitted by Bidder and all subsequent correspondence and documents relating to the Bid exchanged between Bidder and CESL shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its Bid may be written in any other language provided a translation accompanies the same in the Bid language. For purposes of interpretation of the Bid, translation in the language of the Bid shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at its own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the Bid, it has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by it or affecting performance/ completion of the contract. Bidders

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Serial No : 162B840

shall themselves be responsible for compliance with Rules, Regulations, Laws, and Acts in force from time to time at relevant places. On such matters, CESL shall have no responsibility and shall not entertain any request from the Bidders in these regards.

9.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, stamp papers, notary, scanning, internet, postage, delivery fees, bank transaction charges and/or its interest, expenses associated with any submission of samples, demonstrations, or presentations which CESL may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and CESL shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

Certain relaxations for providing Cost of Tender Document shall be provided to Micro and Small Enterprises (MSEs), as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) and/or Startups, as recognized by Department for Promotion of Industry and Internal Trade (DPIIT).

9.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the Bidders are advised to ensure that there is no ambiguity in this regard.

9.1.6 Alternative Bids not Allowed

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple Bids by a Bidder shall not be considered. The Portal shall permit only one Bid to be uploaded.

9.2 Documents comprising the Bid

9.2.1 Techno-commercial Bid/ Cover

1) "Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents defined in clause no. 9.2 of Section III (AITB) in pdf format. Pdf documents should not be password protected.

2) If so, stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein.

3) No price details should be given or hinted at in the Technical Bid.

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User ID : mahendra.singh
Serial No : 162B840

9.2.2 Financial Bid

"Financial Bid" shall comprise the Price Schedule(s) considering all financially relevant details, including Taxes and Duties as per ITB-clause 6.3. No additional technical details, which have not been brought out in the Technical Bid shall be brought out in the Financial Bid.

9.3 Bid Validity

1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than seventy-five (75) days from the deadline for the Bid submission stipulated in TIS. A Bid valid for a shorter period shall be rejected as nonresponsive.

2) In case the day up to which the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for CESL, the Bid validity shall automatically be deemed to be extended up to the next working day.

3) CESL shall make its best efforts to complete the Tender process and release the Letter Award prior to the end of the Bid Validity period. In exceptional circumstances, before the expiry of the original time limit, CESL may request the Bidders to extend the validity period for a specified additional period. The request and the Bidders' responses shall be made in writing or electronically. A Bidder may agree to or reject the request. A Bidder who has agreed to CESL's request for extension of Bid validity, in no case, it shall be permitted to modify its Bid. A Bidder who has rejected the request, its Bid shall not be evaluated and its Bid Security shall be returned without forfeiture.

9.4 Bid Security

1) To safe guard against a Bidder's withdrawing or altering its Bid during the Bid Validity period [also known as Earnest Money Deposit (EMD)], is to be submitted by the Bidder, along with its Bid, except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT).

2) The Bid Security may be submitted in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form.

3) The Bid Security is to remain valid for a period of forty-five (45) days beyond the final Bid Validity period. If a Bidder consents to an extension of the Bid Validity Period, the Bid Security to be suitably extended by the Bidder.

4) The Bid Security provides for automatic suspension of the Bidder from being eligible for Bidding in any Tender in Ministry/ Department of CESL for two (2) years from the date of such enforcement.

5) A Bidder's Bid Security will be forfeited if:

   (a) The Bidder withdraws or amends its Tender or impairs or derogates from the Tender in any respect, within the period of validity of the Tender; or

   (b) The Bidder refuses or fails to accept the Letter of Award, sign the Contract and/or furnish the required Performance Security(ies), within the specified period; or

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Serial No : 162B840

(c) The Bidder has violated the code of integrity; or
(d) Bid is rejected due to provisions under Conflict of Interest; or
(e) More than one Bid is submitted for each Schedule; or
(f) Any other provision mentioned in this Tender Document.

6) Bid Security(ies) of the unsuccessful Bidder(s) shall be returned to them, at the earliest, after expiry of the final Bid Validity period and latest by the 30th day after the award of the contract.

7) Bid Security(ies) shall be refunded to the Successful Bidder(s) on receipt of a Performance Security(ies) & signing of contract agreement.

8) However, in case of two packet or two stage bidding, Bid Security(ies) of unsuccessful Bidder(s) during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

9.5 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.

2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the Bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

10. Signing and Uploading of Bids

10.1 Relationship between Bidder and eProcurement Portal

CESL is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the Bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

10.2 Signing of Bid

The individual signing/ digitally signing the Bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit Bids on behalf of the Bidder in Bidder Information, as per the format prescribed vide Form 17 in Section IX of this Tender Document.

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Serial No : 162B840

10.3 Submission/ uploading of Bids

10.3.1 Submission/ Uploading to the Portal

1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 6 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the Bid shall be rejected as nonresponsive.

2) Bids shall be received only *Online* on or before the deadline for the Bid submission as notified in TIS.

3) Only one copy of the Bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by it, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.

4) Bidder needs to sign and upload the Tender Document (including any corrigenda/addenda to Tender Document) while uploading its Bid, as Bidder's acceptance to clause-by-clause compliance of the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded.

5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by it.

6) Copies/ originals of instruments of Cost of Tender Document and Bid Security must also be physically submitted sealed in double cover, and acknowledgement be obtained before the deadline for the Bid submission at the venue mentioned. Failure to do so is to result in the Bid being rejected as non-responsive.

7) CESL reserves its right to call for verification of originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

8) The date and time of the deadline for the Bid submission shall remain unaltered even if the specified date is declared a holiday for CESL.

9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the Bidders, shall be taken as the reference time for deciding the closing time of Bid submission. Bidders are advised to ensure they submit their Bid within the deadline and time of Bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular Bidder could not submit their Bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. CESL shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted Bid can only be decrypted/ opened by the authorized persons on or after the due date and time. The Bidder should ensure the correctness of the

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Serial No : 162B840

Bid before uploading and take a printout of the system generated submission summary to confirm successful Bid upload.

11) CESL may extend the deadline for Bids submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of CESL and the Bidders previously subject to the original deadline shall then be subject to the new deadline for the Bid submission.

12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Bidders

Submission of Bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and Tender procedures and conditions of the Tender Document.

10.3.3 Late Bids

The Bidder shall not be able to submit its Bid after the expiry of the deadline for the Bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

10.4 Modification, Resubmission and Withdrawal of Bids

10.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify its Bid since it is locked by encryption. However, resubmission of the Bid by the Bidders for any number of times superseding earlier Bid(s) before the date and time of submission is allowed. Resubmission of a Bid shall require uploading of all documents, including financial Bid afresh. The system shall consider only the last Bid submitted as the valid Bid.

10.4.2 Withdrawal

1) The Bidder may withdraw its Bid before the Bid submission deadline, in writing, and it shall be marked as withdrawn and shall not get opened during the Bid opening. The Bid Security shall be returned to such Bidder, provided it is received, duly sealed, and marked.

2) No Bid should be withdrawn after the deadline for the Bid submission and before the expiry of the Bid validity period. If a Bidder withdraws the Bid during this period, CESL shall be within its right to enforce forfeiture of Bid Security, in addition to other punitive actions provided in the Tender Document for such misdemeanor.

11. Bid Opening

1) The date & time of the opening Bid is as stipulated in TIS.

2) The physically submitted Technical Bids/ documents in the sealed envelope shall be opened simultaneously to check inter alia requisite submissions and for the Cost of Tender Document and the Bid Security.

3) Bidder representatives who wish to attend the bid opening, may do so at the time and place specified in the Tender Document.

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User ID : mahendra.singh
Serial No : 162B840

4) Bids cannot be opened before the specified date & time, even by CESL or Portal. If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for CESL, the Bids shall be opened at the appointed time on the next working day.

12. Evaluation of Bids and Award of Contract

12.1 General norms

12.1.1 Evaluation based only on declared criteria

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its Bid and other allied information deemed appropriate by CESL. Evaluation of Bids shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Deviations/ Reservations / Omissions - Substantive or Minor

1) During the evaluation of Bids, the following definitions apply:

   (a) "Deviation" is a departure from the requirements specified in the Tender Document;

   (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

   (c) "Omission" is the failure to submit part or all the information or documentation required in the Tender Document.

2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

   (a) which affects in any substantive way the scope, quality, or performance of the product;

   (b) which limits in any substantive way, inconsistent with the Tender Document, CESL's rights or the Bidder's obligations under the contract; or

   (c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

3) The decision of CESL shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

4) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the Bid is otherwise successful, such benefits shall be availed by CESL, and these would become part of the contract.

5) CESL reserves the right to accept or reject Bids with any minor deviations. Wherever necessary; CESL shall convey its observation as per ITB-clause 12.1.3 below, on such 'minor' issues to Bidder electronically, asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or

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gives an evasive reply, without clarifying the point at issue in clear terms, that Bid shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, CESL may, at its discretion, but without any obligation to do so, ask Bidder to clarify its Bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 2 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Bid shall be sought, offered, or permitted that may grant any undue advantage to such Bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.

2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the Bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the Bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

3) CESL reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any Bidder. There may be a provision on the portal for requesting Short-fall documents from the Bidders. The system may allow taking the shortfall documents from any Bidder, only once after the technical Bid opening.

4) The request for clarification shall be given in writing by E-Mail, asking the Bidder to respond by a specified date, and mentioning therein that, if Bidder does not comply or respond by the date, Bidder's Bid will be liable to be rejected. Depending on the outcome, such Bids are to be ignored or considered further.

12.1.4 Contacting CESL during the evaluation

From the time of Bid submission to awarding the contract, no Bidder shall contact CESL on any matter relating to the submitted Bid. If a Bidder needs to contact CESL for any reason relating to this Tender and/ or its Bid, it should do so only in writing or electronically. Any effort by a Bidder to influence CESL during the processing of Bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and Bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2 Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive Bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive Bids shall be considered for further evaluation. Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a Bid shall be liable to be rejected as nonresponsive:

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Serial No : 162B840

1) The Bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.

2) Required Cost of Tender Document has not been provided.

3) Required Bid Security has not been provided.

4) The Bid Validity and/or Bid Security Validity is shorter than the required period.

5) The Bid Security is forfeited or lapsed either partly or wholly

6) Bidder is not eligible to participate in the Bid, as per laid down eligibility criteria;

7) Bidder has quoted conditional Bids or more than one Bid or alternative Bids unless permitted explicitly in the TIS/ AITB.

8) The Bid departs from the essential requirements stipulated in the Tender Document;

9) Against a schedule in Section VI: Schedule of Requirement, Bidder has not quoted the entire Goods as stipulated in that schedule.

10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

12.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders

1) Unless otherwise stated, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial Bids shall be opened on the stipulated date of opening of Bids. After that, the techno-commercial evaluation shall be done whether these Bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial Bids and financial evaluation shall be done only of Bids declared successful in techno-commercial evaluation.

2) If it is stipulated that this is the second stage of the two-stage Tender Process or pre-qualified Bidding (PQB) after shortlisting qualified Bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified Bidders shall follow the same procedure as described above for multiple covers Tender Process.

3) If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover Bids shall be opened on the stipulated date of opening of Bids. After that, evaluation of eligibility/ qualification of Bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

12.3 Techno-commercial Evaluation

Only substantively responsive Bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial Bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. CESL reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2.

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Failure of CESL to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of CESL of the obligations of the Bidder to furnish the said data/information, unless a waiver is in writing.

12.3.1 Evaluation of eligibility

CESL shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause 3.2 above and Section VIII to participate in the Tender Process, as per submission in their Covering Letter, as per the format prescribed vide Form 11 in Section IX of this Tender Document and Bidder Information, as per the format prescribed vide Form 17 in Section IX of this Tender Document. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

12.3.2 Evaluation of Qualification Criteria

CESL shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensation, if any, for Start-ups as per ITB-Clause 4.3 above) as per submission in Form 17, Form 24, Form 25, and other relevant Forms in Section IX of this Tender Document. This determination shall, inter-alia, consider the Bidder's financial, technical and production or other prescribed capabilities for satisfying requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Tender Document), or any other firm(s) different from the Bidder.

12.3.3 Evaluation of Conformity to Schedule of Requirements and Technical Specifications/ Quality Assurance

CESL shall evaluate schedule-wise conformity of the description, scope of supply, quantity, delivery schedules, terms of delivery, transportation of the offered goods to Section VI-Schedule of requirements as per various relevant Forms in Section IX of this Tender Document.

12.3.4 Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and other clauses of the Tender Document, as per the format prescribed vide Form 12 in Section IX of this Tender Document. CESL shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC Clause 3), Selected Bidder(s)'s Obligations and Restrictions of its Rights (GCC Clause 5), Performance Security (GCC Clause 5.8), Warranty/ Guarantee (GCC Clause 6.7), Force Majeure (GCC Clause 9.13), Taxes & Duties (GCC Clause 10.2) and Code of Integrity (GCC Clause 13) will be deemed to be a material deviation.

12.3.5 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable Bidders and a date/time and venue for the opening of their financial Bids shall be declared on the Portal and individually to all participant Bidders in accordance with ITB-clause 12.2.2 as per the type of Tender Processes.

After the approval of the Tender Committee recommendation on techno-commercial bids by the Competent Authority of CESL, the results of the techno-commercial bid evaluation shall

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Serial No : 162B840

be announced to all the Bidders (including informing the unsuccessful bidders), 24 hours prior to the opening of the Financial Bids. Unsuccessful Bidder may seek clarification relating to their bid during this tenure.

12.4 Evaluation of Financial Bids and Ranking of Bids

12.4.1 Ranking of Financial Bids

1) Unless otherwise stipulated, evaluation of the financial Bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable Bids are evaluated and ranked to determine the lowest priced Bidder.

2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from CESL's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, on FOR/ FOT destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/ unloading/ stacking, insurance etc.

3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of Bids shall be done based on all schedules put together. The Bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the Bid;

4) If any Bidder offers conditional discounts/ rebates in its Bid or Suo motu discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;

5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the techno-commercial conditions. If it is so declared, such loading of the financial Bid shall be done as per the relevant provisions;

6) As per policies of the Government, from time to time, CESL reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

7) Evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:

   (a) in the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the Bidder;

   (b) The offers shall be evaluated based on the GST rate quoted by each Bidder, and the same shall be used for determining the inter-se ranking. CESL shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the Bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and

   (c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

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Serial No : 162B840

8) **Price Variation:** If the Tenders have been invited on a variable price basis, the Tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial Bid submission and not on any future date.

9) **Ambiguous Financial Bid:** If the financial Bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

12.4.2 Global Tender Enquiry (GTE, International Competitive Bidding)

If stipulated in the TIS/ AITB that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

1) Currency of Tender

In GTE Tenders, if permitted in AITB, the Bid price may be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Services rendered in India and agency commission, if any) which should be stated in Indian Rupees.

2) Evaluation of Offers

(a) For financial evaluation, all Bids shall be converted to Indian Rupees based on the "Bill for Collection (BC) selling" exchange rate on the last deadline for the Bid submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the Tender Documents. The offers would be compared based on the principle of the total outgo from CESL's pockets, including all applicable taxes and duties (Customs duty, IGST, and GST Cess). For Bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from CESL's bankers) should also be loaded. Import of Goods or services or both attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

(b) The Bidders are to quote prices based on FOB, FAS, CIF, or DDP basis as stipulated in the Tender Document. The terms FOB, FAS, CIF, DDP etc., shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

(c) If there are no domestic Bidders, a comparison of foreign offers can be made based on CIF/ DDP/ landed costs since the rest would be the same for all Bidders, provided the port of entry is the same for all Bidders.

(d) Unless otherwise stipulated, foreign Bidders shall indicate the break-up of prices for freight, insurance, customs duty, port handling charges, clearing agency charges, related ITC (HS) code, IGST/ GST cess, related HSN code, as relevant to quoted price basis.

(e) If both Indian and foreign Bidders have quoted in the Tender, the comparison of the offers would be done based on FOR/ FOT destination, including all applicable taxes and duties (on the principle of the total outgo from CESL's pockets). In the case of FAS/ FOB offers, the freight and insurance shall be (after ascertaining, if not quoted) added to build up the CIF cost. For arriving at the DDP cost, notional one percent shall be added over and above CIF price as port handling charges and adding thereon

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Serial No : 162B840

customs duty and clearing agency charges. To bring DDP cost to FOR/ FOT destination cost, GST, GST Cess, as applicable on the date of opening of the Tender, and inland freight would be added. The FOR/ FOT destination price for domestic offers may be calculated as in indigenous Tenders.

12.4.3 Evaluation Process in Tender cum e-Reverse Auction

If it is specified in TIS/ AITB that this is a Tender cum e-Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal after the financial Bid opening (declaration of L-1 landed price/ s), provided the number of valid Bidders is not less than the stipulated number (3 if not specified). Unless otherwise stipulated following procedure shall be followed:

1) **Shortlisting of Bidders eligible to participate in e-Reverse Auction**

(a) The Bids disallowed from participating in the Reverse Auction(e-RA) shall be the highest Bidder(s) in the tabulation of prices in the financial Bid. If the highest Bidders quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in first out by the system.

(b) If the number of valid Bidders is less than the minimum stipulated number (or 3 if not specified), a Reverse auction shall not be conducted, and the financial Bids shall be evaluated. In the case of 4 to 6 valid Bidders lowest three (3) Bidders shall be allowed to participate in the reverse auction. In the case of more than 6 valid Bidders, only 50% of the Bidders (rounded up to next integer) shall be allowed to participate.

(c) However, if MSE Bidders or Class-I Local suppliers under the Make in India policy do not come under the above criteria, but their prices in financial Bids are within the policy's margin of preference, they shall be allowed to participate. Such Bidders would be over and above the short-list mentioned above.

2) **Reverse Auction Process (RAP)**

Note: If the Portal RAP process is different from the one described below, the portal provisions shall prevail.

(a) Upon opening the financial Bids, a reverse auction platform shall be created. The reverse auction shall start within the specified period (two hours if not specified) of the Bid. There shall be no participation fees for the e-Reverse auction.

(b) Unless modified by TIA, L-1 landed price in financial Bid (as per the calculation schema based on the Tender Document evaluation criteria) shall be the start Bid price on which the auction shall be initiated.

(c) The TIA shall specify the decrement value before starting the e-Reverse Auction (or, if not specified, 0.5% of the start Bid price rounded off to the next unit, tens, hundreds, thousands etc., with a minimum of Rs. 1). The reduction shall have to be made as per decrement value or in multiple thereof.

(d) An initial period of the reverse auction shall be as stipulated (or two hours if not specified). All times and periods are as per server time-stamp. There shall be auto extensions of time by specified minutes (ten minutes if not

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Serial No : 162B840

specified) in case of any reduction recorded in the last auto-extension period. The Maximum number of auto extensions shall be as stipulated (or 50 if not stipulated).

(e) In case of service disruption at the service provider's end during the reverse auction, the reverse auction process shall start all over again, with the last recorded lowest price of prematurely ended RAP as the 'Start Bid' price. The prices quoted in the prematurely ended RAP shall be binding on all the Bidders for consideration if the restarted process does not trigger within the stipulated time (or by 5.00 pm on the same day, if not stipulated). Disruption and restarting of RAP shall be intimated to all the Bidders through system/ SMS/ e-mail through the e-procurement portal.

3) Bidders must submit only the landed price in the reverse auction, and only the item-wise L-1 price shall be displayed without disclosing the number of Bids and names of the Bidders. The landed price would not be the same for two Bidders, even if any Bidder makes such an attempt. While evaluating the Bids, the exchange rate captured by the e-procurement system shall be considered for converting foreign currency into Indian Rupees.

4) On the auction's closing time expiry, the Bid history showing all the last valid Bids offered along with the name of the Bidders shall be published. All Bidders shall have the facility to see and get a print of the same for their record.

5) All electronic Bids submitted during the reverse auction process shall be legally binding on the Bidder. Only the chronologically last Bid submitted by Bidder until the end of the auction shall be considered the valid financial Bid of Bidder, and consideration of the same for entering into a contract by CESL shall bind on the Bidder. If a Bidder does not submit its Bid in the Reverse Auction, the price quoted in the financial Bid shall be considered the valid price of that Bidder. The status of Bidder (L-1, L-2 etc.) shall be evaluated considering either the Bid price submitted in Reverse auction or the Price quoted in the financial Bid, whichever is lower.

6) The successful L-1 Bidder, after the reverse auction, must upload within a stipulated period (within 2 working days, if not specified) the breakup of Landed Prices in the shortfall documents, at which the contract shall be awarded. While giving the breakup, the Bidder shall include the same taxes and duties as quoted while submitting the financial Bid. If the L-1 Bidder fails to submit the breakup of landed price within the stipulated period, CESL shall place an order based on the breakup of the financial Bid submitted by Bidder, and the same shall be binding on the Bidder.

7) **Purchase Preference**

Short-listed Bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

12.4.4 Cartel Formation/ Pool Rates

1) It is possible that sometimes a group of Bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system.

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Serial No : 162B840

2) Unless CESL decides this to be a case of Cartel/ Pool Rates, if more than one Bidder quote the same total evaluated price, then CESL reserves its right to distribute unequal quantities among the Bidders - excluding one or more Bidders, based on considerations like performance/ financial capabilities, the distance of destination godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.

3) If CESL decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007 and from time to time, CESL reserves its rights to:

(a) order any quantity on any one or more Bidders without assigning any reason thereof.

And/ or

(b) consider it as a violation of the Code of Integrity and reject the Bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, CESL also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the Bidders is drawn to Chapter VI of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to CESL under the contract and Law.

12.4.5 Reasonableness of Rates Received

CESL shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to act as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another Tender for the identical or similar Goods.

12.4.6 Consideration of Abnormally Low Bids

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. CESL shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, CESL determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, CESL shall reject the Bid/ proposal, and evaluation shall proceed with the next ranked Bidder.

12.4.7 Price Negotiation

Usually, there shall be no price negotiations. However, CESL reserves its right to negotiate with the lowest acceptable Bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post e-Reverse Auction process.

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13. Award of Contract

13.1 CESL's Rights

13.1.1 Right to Vary Quantities at the Time of Award

At the time of contract award, CESL reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the Bid and the Tender Document, the quantity of Goods originally stipulated in Section VI: Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) percent of Tendered quantity (or any other percentage indicated in the Tender Document).

13.1.2 Parallel Contracts or Splitting of Award

CESL reserves its right to split the quantities and conclude Parallel contracts with more than one Bidder (for the same Tender) in the following circumstances:

1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.

2) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the Tender Document for parallel contracts, then it reserves its rights to distribute the quantity being finally ordered, among the other Bidders by counter offering the L-1 rate to willing L-2 or higher Bidders, in a transparent manner to avail full assessed capacities of lower-priced Bidders first, before inviting higher-priced Bidders. The decision of CESL shall be final.

3) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the supplies/ Goods, the manner of deciding relative share of the lowest Bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable Bids meeting the requirements) for the contract. In such cases, the Bidders should not quote for less than 25% of the Tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and CESL reserves its right to marginally vary quantities to suit capacity/ past performance of the Bidder/ unit loads of packing or transportation/ relative ranking of the Bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth supplies as per requirements.

13.1.3 Additional Conditions for Rate Contracts

If stipulated expressly in the TIS/ AITB that this is a Tender Process to enter "Rate Contract(s)" for the supply of Goods, then the following additional conditions shall be applicable:

1) The conditions governing the resultant Rate Contract would be as per G.C.C-clause 6.8. The "Fall Clause" as described in the G.C.C-clause 10.1.6 shall be expressly applicable in Rate Contracts.

2) Unless otherwise specified, the currency of a Rate Contract would be for one year.

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ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

3) **Parallel Rate Contracts:** CESL reserves the right to conclude more than one rate contract for the same Schedule/ Goods. The procedure for negotiation and counter-offering for concluding parallel rate contracts would be as follows.

(a) Initially, the rate contract would be awarded to the L-1 Bidder. Then the price of L-1 shall be counter-offered to the higher quoting responsive Bidders (under intimation to L-1), asking them to send their revised Bids online on the e-procurement portal to be opened at a specified place, date, and time (as per the standard procedure). L-1 Bidder would be specifically informed that it may, if it so desires, reduce its price and send its revised Bid accordingly. The Bidders, who accept the counter-offered rate or rate lower than that, would be awarded parallel rate contracts. If L-1 Bidder lowers its rate in its revised offer, the same would also be accepted with effect from that date, and its rate contract amended accordingly.

(b) In the case where parallel rate contracts are necessary, but even the lowest responsive Bidder (L-1) price is not reasonable. In that case, price negotiation may be conducted with L-1 Bidder in the first instance. If the L1 Bidder agrees to bring down the price to the desired level, a rate contract would be concluded with it, and parallel rate contracts would be concluded as per the sub-clause above. If, however, L1 Bidder does not agree to reduce its price in the first instance itself, then the price, which has been decided as reasonable, would-be counter-offered to all the higher quoting responsive Bidders (including L-1) for further action on the above lines.

(c) All such parallel rate contracts would be released transparently and simultaneously.

4) The quantities mentioned in the Tender in Section I (N.I.T.) and Section VI (Schedule of Requirements) are indicative without any commitment on a rate-contract basis, as detailed in G.C.C-clause 6.8.

13.2 Letter of Award (Acceptance - LoA) and Signing of Contract

13.2.1 Selection of Successful Bidder(s)

CESL shall award the contract to the Bidder(s) whose Bid(s) is Techno-commercially suitable and Bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

13.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), CESL may, at its discretion, ask Bidder to submit online for verification the originals of all such documents whose scanned copies Were submitted online along with the Technical Bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

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13.2.3 Letter of Award (LoA)

1) The Bidder, whose Bid has been accepted and documents verified (at the discretion of CESL), shall be notified of the award by CESL before the expiration of the Bid-Validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that CESL shall pay the contractor in consideration of the supply of the Goods. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of Performance Security as per the provisions of the sub-clause below. CESL, at its discretion, may directly issue the contract subject only to the furnishing of Performance Security, skipping the issue of LoA.

2) The Successful Bidder should acknowledge and unconditionally accept, sign, date and return the Letter of Award within seven (7) days from the date of issue of LoA. Any delay in communication acceptance of LoA by the selected Bidder shall be treated as deemed acceptance.

3) It shall be mandatory for the successful Bidder to be registered on GeM and obtain a unique GeM Seller ID, before the placement of LoA or the contract. This ID shall be incorporated in the contract.

13.2.4 Performance Security

1) To ensure due performance of the contract, Performance Security [or Performance Bank Guarantee (PBG) or Security Deposit (SD)] is to be submitted by the Successful Bidder(s) awarded the contract.

2) Within 14 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract, if LoA has been skipped), Performance Security as per details in GCC-5.8 shall be submitted by the Selected Bidder to CESL.

3) The Performance Security may be submitted in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form.

4) The Performance Security is to remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the Selected Bidder(s), including warranty obligations.

5) If the Selected Bidder, having been called upon by CESL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for CESL at its discretion to annul the award and enforce forfeiture of the Bid Security, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

6) If the Bidder, whose Bid is the lowest evaluated Bid withdraws or whose Bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, CESL shall cancel the procurement process. If CESL is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful Bidder an opportunity to match the financial Bid of the first successful Bidder, and if the offer is accepted, award

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the contract to the next successful Bidder at the price Bid of the first successful Bidder.

7) The Performance Security will be forfeited and credited to CESL's account in the event of a breach of contract by the Selected Bidder. It would be refunded to the Selected Bidder, without interest, after it duly performs and completes the contract in all respects, but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.

13.2.5 Signing of Contract

1) Within seven working days of receiving performance security, CESL shall send the contract form duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.

2) If so, asked by CESL, the successful Bidder shall return the original copy of the contract, duly signed, and dated, within seven days from the date of receipt of the contract, to CESL by registered/ speed post or by a suitable digital means.

3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The Selected Bidder may point out to CESL, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

13.2.6 Return of Bid Securities

Upon the furnishing by the successful Bidder of the Performance Security, CESL shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securities of the unsuccessful Bidder(s) and Successful Bidder(s) shall be returned to them, in terms of ITB-clause 9.4 above.

13.2.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/Website of CESL.

14. Grievance Redressal/ Complaint Procedure

1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of its Bid, in writing or electronically, within 24 hours of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head (Contracts).

2) Within 2 working days of receipt of the complaint, Contracts Department (CESL) shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

3) Contracts Department (CESL) shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

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ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
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Serial No : 162B840

(a) Only a Bidder who has participated in the concerned Tender Process, i.e., pre-qualification, Bidder registration or Bidding can make such representation.

(b) Only a directly affected Bidder can represent in this regard.

i. In case of pre-qualification Bid has been evaluated before the Bidding of Technical/ financial Bids, an application for review concerning the technical/ financial Bid may be filed only by a Bidder who has qualified in pre-qualification Bid;

ii. In case a technical Bid has been evaluated before the opening of the financial Bid, an application for review concerning the financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.

(c) Following decisions of CESL shall not be subject to review:

i. Determination of the need for procurement.

ii. Complaints against specifications except under the premise that they are either vague or too specific to limit competition

iii. Selection of the mode of procurement or Bidding system;

iv. Choice of the selection procedure.

v. Provisions limiting the participation of Bidders in the Tender Process, in terms of policies of the Government

vi. Provisions regarding purchase preferences to specific categories of Bidders in terms of policies of the Government

vii. The decision to enter negotiations with the L-1 Bidder; and

viii. Cancellation of the Tender Process, except where it is intended to subsequently re-Tender the same Goods.

15. Code of Integrity in Public Procurement, Misdemeanors and Penalties:

Procuring authorities, Bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutates mutandis during the pre-award Tender process.

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SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB)

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Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

<table>
<tr><th>Column 1
Reference clauses</th><th>Column 2
Description / To be read as</th></tr>
<tr><td>ITB 3.1,
ITB 12.2.2</td><td>Single Stage Two Envelope System</td></tr>
<tr><td>ITB 6.1</td><td>
1. The Financial Bid to be submitted electronically ONLY, as per the format prescribed vide Form 27 in Section IX of this Tender Document and shall comprise the details listed in subsequent clauses herein and in this Tender Document. No hard copy of the Financial Bid to be submitted.
2. The Financial Bid shall be a percentage number, rounded up to three (3) places of decimal, and shall be termed as 'Lease Factor'.
3. The applicable Monthly Lease (in ₹/month) shall be calculated, by multiplying Lease Factor quoted by the successful Bidder with OEM Listed Unit Price (exclusive of applicable GST and applicable TCS) of the respective E-Car, as on the date of issuance of Purchase Order to the respective Selected Bidder/Service Provider, of the respective Zone.

(Illustrative)
<table>
<tr><th>#</th><th>E-Car Model</th><th>OEM Listed Unit Price (₹)</th><th>Lease Factor, quoted by the Bidder</th><th>Monthly Lease of the Bidder for the E-Car Model (₹/month)</th></tr>
<tr><td></td><td></td><td>A</td><td>B</td><td>C=A*B</td></tr>
<tr><td>1</td><td>Model 1</td><td>1,200,000</td><td rowspan="5">2.015%</td><td>24,180</td></tr>
<tr><td>2</td><td>Model 2</td><td>1,500,000</td><td>30,225</td></tr>
<tr><td>3</td><td>Model 3</td><td>1,800,000</td><td>36,270</td></tr>
<tr><td>4</td><td>....</td><td></td><td>...</td></tr>
<tr><td>5</td><td>....</td><td></td><td>...</td></tr>
</table>
4. Bidder(s) to quote Financial Bid i.e., Lease Factor after considering not only the initial acquisition cost, but also the cost of maintenance and salvage/residual value of the Goods and Services to be provided under this Tender Document, irrespective of the E-Car Model. Further, Bidder to consider quality of Services to be provided under this Tender Document. Bidder to quote considering all these in mind.
5. The Lease Factor shall remain same for all eligible E-Car Models, for a Zone.
6. The Financial Bids will be evaluated, basis Lease Factor quoted by the Bidder(s). It may be noted that the other components (over and above Monthly Lease) of Monthly Invoice, that the selected Bidder shall raise to CESL will be in accordance with Section V of this Tender Document.
</td></tr>
</table>

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User ID : mahendra.singh
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Column 1 Reference clauses	Column 2 Description / To be read as
	7. Bidders quoting their Bids in both zones shall quote their Lease Factor for each zone separately, as per the prescribed format. Such Bidders may quote different Lease Factor for each Zone they are bidding for. 8. The Financial Bids shall be quoted in both 'numbers' and 'words. In case of any discrepancy between the quoted Financial Bid in 'numbers' and 'words', the quoted Financial Bid in 'words' will prevail over the quoted Financial Bid in 'numbers'.
ITB 6.2	1. The Lease Factor quoted by the Bidder shall remain valid and firm. The quoted Lease Factor of the Selected Bidder(s) will be applicable for calculation of the Monthly Lease applicable for all Purchase Orders issued by CESL during the LoA Delivery Period. 2. The Lease Factor quoted by the Bidder shall remain firm for the entire Zone that the Bidder is bidding for, including all charges such as transportation, transit insurance, loading & unloading, etc. (i.e., all such costs to be included in the Lease Factor, unless otherwise mentioned in this Tender Document). 3. Any items or prices omitted by the Bidder, if incurred at a later stage by the Bidder, within its scope of work in accordance with the Tender Document and Purchase Order, shall be borne by the Bidder with no financial liability on CESL and/or its Client. 4. No upward price variation will be admissible. However, a downward price variation would be availed by CESL. In the event of any decrease of indices during the currency of the contract, Bidder shall promptly notify this to CESL and offer the requisite reduction in the Lease Factor.
ITB 6.3	1. Lease Factor to be quoted should be without GST. 2. Bidder to quote GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the Lease Factor.
ITB 7.1, ITB 10.3.1	The subject procurement will be done through e-Tendering. The NIT/Tender is available on the Website https://cesl.eproc.in or may be viewed after following the link of 'e-Tendering' on CESL's Website's Home Page, i.e., https://www.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 Document and submit their Bid online. The Tender submission, closing and opening will be done electronically and online. CESL has appointed M/s. C1 India Pvt. Ltd., Noida, Uttar Pradesh 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 by payment of one-time registration fee through Demand Draft (DD) of ₹ 5,000/- in the name of "Convergence Energy Services Limited", payable at New Delhi.

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	Bidders are requested to visit "e-Tendering" section at CESL Website, https://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 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 must 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: a. Demand Draft (DD) of ₹ 5,000/- in the name of "Convergence Energy Services Limited", payable at New Delhi, in PDF format and click on 'Save' and send the original Demand Draft (DD) to "Convergence Energy Services Limited" b. 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 https://www.convergence.co.in **Note:** 1. 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 Demand Draft. It is sole responsibility of the Bidder to Register in advance. 2. **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 https://www.cca.gov.in), to participate in e-Tendering of CESL. 3. **CESL Global Support Telephones and e-mail id** Contact Details: +91-124-4302033/36/37, +91-8826814007 eeslsupport@c1india.com, sandeep.bhandari@c1india.com

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Subject : CN=MAHENDRA SINGH, SERIALNUMBER=[illegible], O=[illegible], O
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ITN 9.1.2	The Bidder must go through the complete Tender Document for details, before preparation and submission of their Bid. Material deficiencies in providing the information or documentation requested in the Tender Document may result in rejection of the Bid. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force and fixed its price considering all such relevant conditions and the risks, contingencies and other circumstances which may influence or affect the Services performed within the scope of work, as provided in the Tender Document. Accordingly, the Bidder acknowledges that, on being selected, it shall not be relieved from any of its obligations under the Tender Document nor shall be entitled to any extension of time for commencement of Services or financial compensation for any reasons whatsoever attributable to Service Provider. The Bidder shall familiarize itself with the procedures and time frames required procure Goods and to obtain consents, clearances and permits, if any, required for delivery of Services to CESL and/or its Clients.
ITB 9.1.3	The Bidder must deposit a Cost of Tender Document of ₹ 25,000/- (Rupees Twenty-Five Thousand Only), which shall be Non-refundable and Non-adjustable.
ITB 9.1.3, ITB 9.4, ITB 13.2.4	Cost of Tender Document shall be accepted in the form of Account Payee Demand Draft, Banker's Cheque, or online payment. Bid Security and Performance Security shall be accepted in the form of Insurance Safety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, online payment, or Bank Guarantee from any Scheduled Commercial Bank authorized by RBI for transacting Government business. Details of such instruments are as below: 1. Insurance Safety Bonds - As authorized by RBI 2. Details for Account Payee Demand Draft - In the name of "Convergence Energy Services Limited" payable at New Delhi 3. Fixed Deposit Receipt - In the name of "Convergence Energy Services Limited" payable at New Delhi 4. Banker's Cheque - In the name of "Convergence Energy Services Limited" payable at New Delhi 5. Online Payment – Account Name: Convergence Energy Services Limited; Account Number: 000705051799; RTGS/NEFT IFS Code: ICIC0000007; MICR Code: 110229002; Customer ID: 578807920; Account Type: Current Account; Branch: 9A, Phelps, Connaught Place, New Delhi – 110001

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Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
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Column 1 Reference clauses	Column 2 Description / To be read as
	6. Bank Guarantee - from any Scheduled Commercial Bank authorized by RBI for transacting Government business, in relevant format prescribed vide Form 1 in Section IX of this Tender
ITB 9.2	Details to be marked on the sealed envelope: **Tender Title:** Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis Document Checklist and List of Forms **Envelope-I should contain the following.** *<Title should mention "Envelop 1", Name of Bidder, contact details, Tender Document reference and Name of Zone(s) for which Bidder is bidding>* Envelope-I will appear online in dynamic form. No Manual/Hard Copy of documents needs to be submitted for these envelopes apart from below-mentioned documents. Envelope-I of the Bid should contain the duly filled/complete following:

#	Document	Reference (Form No. in Section IX of this Tender)	Enclosed (Y/N)
Packet 1: *<Title should mention name of Bidder, contact details, Tender Document reference, Name of Zone(s) for which Bidder is bidding>* Document for which physical copies are required to be submitted before Closing Date & Time AND Scanned copy to be uploaded on the E-tendering portal, and details to be entered during bid submission			
1.	Cost of Tender Document OR copy(ies) of the relevant documents/certificates, etc. in case exemption is sought.	N/A	
2.	Bid Security OR Bid Security Declaration and copy(ies) of the relevant documents/certificates, etc. in case exemption is sought.	Form 1 in case of Bank Guarantee	
3.	Declaration from the Bidder, providing the name of Zone(s) for which the Bidder is bidding	Form 2	
Packet 1:			

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ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Column 1 Reference clauses	Column 2 Description / To be read as

Document for which the scanned Copy is to be uploaded at the E-tendering portal

1.	Compliance Matrix/Checklist for Bidder	Form 3	
2.	List of Consortium Members (if applicable) and Subcontractor(s) of the Bidder	Form 4	
3.	Consortium Agreement to be entered amongst both members of a Bidding Consortium (Applicable only in case of Consortium)	Form 5	
4.	Power of Attorney by Consortium Member in favour of Lead Bidder (Applicable only in case of Consortium)	Form 6	
5.	Power of Attorney by Sole/Lead Bidder authorizing an Individual Designated Representative for the Consortium	Form 7	
6.	Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice.	Form 8	
7.	Declaration regarding acceptance of Fraud Prevention Policy	Form 9	
8.	NEFT/RTGS Bank Details	Form 10	

Packet-2 of Envelope-I should contain the following.

Envelope-I will appear online in dynamic form. No Manual/Hard Copy of documents needs to be submitted for these envelopes apart from below-mentioned documents. Packet of Envelope-I of the Bid should contain the duly filled/complete following:

#	Document	Reference (Form No. in Section IX of this Tender)	Enclosed (Y/N)
1.	Covering Letter	Form 11	
2.	Statement of Deviation from the terms of Tender	Form 12	
3.	Declaration of relationship & details of equity shareholding with Parent Company/Affiliate	Form 13	
4.	Authorization from Parent / Affiliate of Bidder whose Financial capabilities have been used by the Sole/Lead Bidder	Form 14	

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Column 1 Reference clauses	Column 2 Description / To be read as			
	5.	Undertaking by Parent of Sole/Lead Bidder for submitting its credentials for meeting the Financial Qualification Requirement under the Tender	Form 15	
	6.	Board Resolution	Form 16	
	7.	Bidder Information cum Technical Qualification Criteria	Form 17	
	8.	Self-certification regarding compliance of "Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017"	Form 18	
	9.	Self-certification regarding compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding"	Form 19	
	10	Self-certification regarding compliance of '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'	Form 19A	
	11	Self-certification regarding compliance of "Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products"	Form 20	
	12	Self-Declaration regarding "Not stand declared ineligible/ blacklisted/banned/debarred by CESL or its Ministry/Department from participation in its Tender Processes"	Form 21	
	13	Self-Certification in compliance with "Adherence to Labour Laws/Acts required to discharge obligation of providing Drivers under this Tender"	Form 22	
	14	Self-certification regarding office in the Zone, the Bidder has submitted its Bid for	Form 23	
	15	Summary against Technical Qualifying Criteria	Form 24	
	16	Summary against Financial Qualifying Criteria	Form 25	
	17	Format for Bank Guarantee for Performance Security (Not required at Bidding stage)	Form 26	

Signature :-
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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
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Column 1 Reference clauses	Column 2 Description / To be read as

18	Financial Bid (Not to be submitted as scanned copy. To be filled electronically in the Portal only)	Form 27	
19	One complete set of Tender Document and of all its subsequent amendments (if any, effected), duly signed and stamped on each page by the Bidder	N/A	
20			

Envelope-2:

Envelope-2 should contain Price Bid, shall comprise of :(In case of E-tender Price bid is to be submitted ONLINE)

Price Bid in the format for Zone-1 and Zone-2 prescribed in the tender document.

A. OPENING & FURTHER PROCESSING OF BID(S)

A.1. Initially, Packet 1 of Envelope–I containing documents as stated above will be opened electronically. Packet 2 of Envelope-I will be opened on the same day for only those Bidder(s) who have submitted requisite documents under packet-1 of Envelope-I.

A.2. Documents found in Envelope-I shall be scrutinized by CESL w.r.t. the Tender's Eligibility Conditions/Criteria for Bidders, Qualifying Requirements and Bid Evaluation Criteria.

A.3. Envelope-II (Price Bid) shall be opened electronically subsequently, subject to qualification of the Techno-Commercial Bid. The date of opening of the Price Bid(s) will be intimated to only those bidders, who are found technically & commercially acceptable by CESL.

A.4. Price-Bid of the techno-commercially disqualified bidders will not be opened.

A.5. The opened Price Bids shall be evaluated as per the Bid Evaluation Criteria set out in the Tender and the award(s) of Contract shall be recommended accordingly.

ITB 9.3	Bid Validity should not be less than seventy-five (75) days from the deadline for the Bid submission stipulated in TIS.
ITB 9.4	Amount of Bid Security to be furnished by the Bidder is:

Zone	Bid Security Amount (in ₹)
Zone 1	4,13,82,000
Zone 2	4,13,82,000

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ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

<table>
<tr><th>Column 1
Reference clauses</th><th>Column 2
Description / To be read as</th></tr>
<tr><td></td><td>The Bidder shall submit Bid Security for each zone separately that the Bidder is submitting its bid for. In case a Bidder is submitting its Bid for both the Zones, the Bidder must submit separate Bid Security for each Zone.

Bid Security is to remain valid for a period of forty-five (45) days beyond the Bid Validity Period.</td></tr>
<tr><td>ITB 7.3</td><td>Format for sending Clarifications on the Tender Document
[Queries to be sent in soft copy (in excel format) to CESL, via email]

Bid Document No.: CESL/06/2023-24/EV/232409005
Bid Document Date: 21-SEP-23

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

Sub: Clarifications on the Tender Document

Dear Sir/Madam

Please find below our queries with respect to the Tender Document:

<table>
<tr><th>#</th><th>Section No.</th><th>Ref. Clause No.</th><th>Ref Clause</th><th>Query/Suggestion</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
</table>

Thanking You,

Sincerely,
Insert Signature here]
[Insert Name here]
[Insert Designation here]
[Insert Mobile Number and Email ID]
[Insert Name of Prospective Bidder]
[Insert Address of Prospective Bidder]</td></tr>
<tr><td>ITB 8</td><td>Pre-Bid Conference shall be held on Place, time and date provided in the Appendix to Notice Inviting Tender (NIT): Tender Information Summary (TIS)

Note:
1. All prospective Bidders must attend the Pre-Bid Conference, positively, either at the place provided in the TIS or online.</td></tr>
</table>

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Subject : CN=MAHENDRA SINGH, SERIALNUMBER=[illegible]72f81d4da801b75a
[illegible]0003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
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User ID : mahendra.singh
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<table>
<tr><th>Column 1
Reference clauses</th><th>Column 2
Description / To be read as</th></tr>
<tr><td></td><td>2. In case attending online, 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.</td></tr>
<tr><td>ITB 4.3.2</td><td>

Exemption from Cost of Tender Document and Bid Security

All MSEs notified as per GFR 2017 clause no. 1.10.4 and as notified below shall be exempted from Cost of Tender Document and Bid Security. For claiming this exemption, MSE must, along with their offer, provide proof of they 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 Center
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

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.

Purchase Preference

1. 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.

<table>
<tr><th>Type of Tender</th><th>Price quoted by MSE</th><th>How the Tender shall be finalized</th></tr>
<tr><td>Can be split</td><td>L1</td><td>Full Order on MSE, subject to Tender evaluation condition</td></tr>
<tr><td>Can be split</td><td>Not L1 but within L1+15%</td><td>25% order on MSE, subject to matching L1 price</td></tr>
<tr><td>Cannot be split</td><td>L1</td><td>Full Order on MSE</td></tr>
<tr><td>Cannot be split</td><td>Not L1 but within L1+15%</td><td>Full Order on MSE, subject to matching L1 price</td></tr>
</table>

</td></tr>
</table>

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ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Column 1 Reference clauses	Column 2 Description / To be read as
	1.1. <u>Where the Tendered quantity can be split:</u> 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. 1.2. <u>Where the Tendered quantity cannot be split/divide:</u> 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. 1.3. 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. 1.4. 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. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined above and documents for start-ups as defined above. **Relaxing PQ/QR** 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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ICES LIMITED, C=IN
User ID : mahendra.singh
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Column 1 Reference clauses	Column 2 Description / To be read as

Category of Tender	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	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. b) 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

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Column 1 Reference clauses	Column 2 Description / To be read as
	Bidder(s) is less than 25% and 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. 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 conditions to general Bidders subject to matching L1 rates. 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. 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-

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Column 1 Reference clauses	Column 2 Description / To be read as				
					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	If MSE is L1, 100% order will be given to MSE. If MSE is within the range of L1 + 15%, 100% order will be

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Column 1 Reference clauses	Column 2 Description / To be read as

		general Bidders	given to MSE subject to price matching with L1 Bidder. If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.

Start Ups

Whereas startup means an entity, incorporated, or registered in India:
Not prior to ten years, with annual turnover not exceeding ₹100 crores in any preceding financial year, and 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

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 ₹100 crores or it has completed 10 years from the date of incorporation/ registration.

Note:

1. For Start-up firms, Gazette Notifications dated: 19-Feb-2019, G.S.R. 127 (E), and subsequently issued notifications will be considered.
2. 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 the Tender.
3. 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.
4. 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.
5. 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)."
6. If Bidder submits Bid Security and 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.
7. 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 Bid Security and out rightly rejected.
8. Traders, resellers, distributors, and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

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<table>
<tr><th>Column 1
Reference clauses</th><th>Column 2
Description / To be read as</th></tr>
<tr><td></td><td>9. Applicable NIC Codes for MSEs and Start-ups are as below. No other codes apart from those provided below shall be eligible for benefits applicable to MSEs and/or Start-Ups.
<table>
<tr><th>#</th><th>Description</th><th>Code</th></tr>
<tr><td>1</td><td>Renting and leasing of motor vehicles</td><td>77100</td></tr>
<tr><td>2</td><td>Financial Leasing</td><td>64910</td></tr>
<tr><td>3</td><td>Rental of private cars with driver</td><td>49223</td></tr>
<tr><td>4</td><td>Taxi operation</td><td>49224</td></tr>
<tr><td>5</td><td>Travel agency activities</td><td>79110</td></tr>
</table></td></tr>
<tr><td>ITB 12.4.1</td><td>Evaluation of the Financial Bids shall be done on Lowest Quoted Bidder i.e., Lowest Quoted Lease Factor.</td></tr>
<tr><td>ITB 12.4.2</td><td>This Tender is not a Global Tender Enquiry.</td></tr>
<tr><td>ITB 12.4.3</td><td>This Tender is not a Tender cum e-Reverse Auction Tender Process.</td></tr>
<tr><td>ITB 13.1.1</td><td>Applicable. However, since this is a Rate Contract, decrease can be up to 100% of the awarded Anticipated Drawal Quantity.</td></tr>
<tr><td>ITB 13.1.2</td><td>Selected Bidder(s)
1. The price as per the Financial Bid of all technically qualified Bidders, determined upon evaluation of Financial Bids, shall be the basis for determination of the Selected Bidder(s), for each Zone.
2. The technically qualified Bidders shall be designated L1, L2, L3, L4 and so on in the increasing order of the value of their Financial Bids, for each zone. Subsequently, L2, L3, L4 and so on will be invited to match the Financial Bid of L1, in each zone, in a manner such that,
a) All Bidders in the increasing order of their Financial Bid (i.e., L2 followed by L3 followed by L4 and so on) shall be offered to match the Financial Bid of L1.
b) A Bidder shall be provided an offer to match the Financial Bid of L1, Financial Bid only after all the Bidders having quoted a lower value of financial bid have refused to match the Financial Bid of L1.
c) Out of L2, L3, L4 and so on, the first Bidder accepting the offer to match the Financial Bid of L1 shall be the next successful Bidder for the Zone.
3. For each Zone, all Bidders identified in accordance with the above Clause, shall be considered as the Selected Bidder(s).</td></tr>
</table>

Signature :
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
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<table>
<tr><th>Column 1
Reference clauses</th><th>Column 2
Description / To be read as</th></tr>
<tr><td></td><td>

Award Criteria

1. Letter of Award shall be issued to the Selected Bidder(s) of each Zone, after splitting the anticipated withdrawal in each Zone, in the following manner:

<table>
<tr><th rowspan="2">#</th><th rowspan="2">Cases</th><th colspan="2">Anticipated Drawal to be awarded to the Bidders
(As a percentage of Anticipated Drawal for the Zone as provided in BDS)</th></tr>
<tr><th>L1</th><th>L_M</th></tr>
<tr><td>1</td><td>No other Bidder has offered to match the Financial Bid of L1 i.e., L1 is the only successful Bidder</td><td>70%, or up to maximum of 100% (on pro-rata basis), subject to such L1 Bidder meets the additional Qualification Requirements (Financial) for the balance % of anticipated Drawal quantity.

Provided that such additional Qualification Requirements (Financial) shall be calculated on pro-rata basis of the original additional Qualification Requirements (Financial)</td><td>Nil</td></tr>
<tr><td>2</td><td>One of the Bidders among L2, L3, L4 and so on, has offered to match the Financial Bid of L1 i.e., L1 and L_M are the successful Bidders</td><td>70%</td><td>30%</td></tr>
<tr><td></td><td colspan="3">Note: L_M is the one of the Bidders among L2, L3, L4 and so on, who has offered to match the Financial Bid of L1</td></tr>
</table>

</td></tr>
<tr><td>ITB 13.1.3</td><td>The Tender Process is for concluding Rate Contracts</td></tr>
<tr><td>ITB 13.2.4</td><td>Performance Security shall be as per GCC – clause 5.8 and SCC</td></tr>
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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.

2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication.

3) Words in the singular include the plural and vice-versa.

4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

6) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.

7) Any generic reference to GCC shall also imply a reference to SCC as Well.

8) In case of conflict, provisions of SCC shall prevail over those in GCC.

9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.

10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

11) GCC-clause 5.10 (Book Examination clause), GCC-clause 6.5 (Option Quantity clause), GCC-clause 10.1.6 (Fall clause) shall not apply unless invoked explicitly in the contract. Nevertheless, Fall Clause (GCC-clause 10.1.6) shall be expressly applicable in the case of Rate Contract (Refer SCC-clause 6.8).

1.2 Definitions

In the contract, unless the context otherwise requires:

1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.

2) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder

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Serial No : 162B840

agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.

3) "Bid" (including the term 'Tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.

4) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.

5) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Bid.

6) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

7) "Consignee" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further dispatch to the ultimate consignee.

8) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Selected Bidder the acceptance of its Bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Selected Bidder or a 'formal agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between CESL and the Selected Bidder on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

9) "Selected Bidder" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Contractor' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the Selected Bidder's successors (approved by CESL), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;

10) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).

11) "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;

12) "General Conditions" means the General Conditions of Contract, also referred to as GCC.

13) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-

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Serial No : 162B840

assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a CESL. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;

14) "Government" means the Central Government or a State Government and includes agencies and Public Sector Enterprises under it, in specific contexts;

15) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.

16) "Inspecting Officer" means the person or organization stipulated in the contract for inspection under the contract and includes its/ their authorized representative;

17) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

18) "Parties": The parties to the contract are the "Selected Bidder" and CESL, as defined in this clause;

19) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Selected Bidder in the form prescribed for the due performance of the contract;

20) "Place of Delivery" the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of the contract -

(a) The consignee at its premises; or
(b) Where so provided, the interim consignee at its premises; or
(c) A carrier or other person named in the contract for transmission to the consignee: or
(d) The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.

21) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a CESL, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;

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User ID : mahendra.singh
Serial No : 162B840

22) "CESL" means Convergence Energy Services Limited, the Procuring Entity, procuring Goods or Works or Services;

23) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of CESL;

24) "Service(s)" (including the term 'non-consultancy services' or 'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (Non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are Bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;

25) "Special Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.

26) "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services must conform as per the contract.

27) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;

28) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by CESL to invite Bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.

29) "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

30) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3 Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalized word' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Goods' shall indicate definition as given in the GCC while 'goods' shall have usual dictionary meaning.

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ICES LIMITED, C=IN
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1.4 Abbreviations:

Abbreviation	Definition
AITB	Appendix to Instructions to Bidders
BOQ	Bill of Quantities (Excel sheet of Price Schedule)
CFR	Cost and Freight (port of destination)
CGST	Central Goods and Services Tax
CIF	Cost, Insurance & Freight (port of destination)
CPPP	Central Public Procurement Portal
DAP	Delivered at Place (Destination)
DoE	Department of Expenditure
DP	Delivery Period
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate
e-RA	Electronic Reverse Auction
EFT/ NEFT	(National) Electronic Funds Transfer
ERV	Exchange Rate Variation
FAS	Free Alongside Ship (port of loading)
FDI	Foreign Direct investment
FOB	Free on Board (port of loading)
FOR	Free on Rail (named Station)
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GRIR	Goods Receipt and Inspection Report
GST	Goods and Services Tax
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
ITC (HS)	Indian Tariff Classification (Harmonized System)
LoA	Letter of Award (Acceptance)
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
MSMED	MSME Development (Act)
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PVC	Price Variation Clause
PAN	Permanent Account Number
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
RAP	Reverse Auction (Process)
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

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Serial No : 162B840

2. The Contract

2.1 Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between CESL and the Selected Bidder and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3 Severability

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

2.4 Parties

The parties to the contract are the Selected Bidder and CESL, as defined in GCC-clause 1.2 above and nominated in the contract.

2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as Well:

1) Valid and authorized Amendments issued to the contract.
2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of CESL;
3) the Letter of Award (LoA)
4) Final written submissions made by the Selected Bidder during negotiations, if any;
5) the SCC
6) the GCC
7) the Selected Bidder's Bid;
8) any other document listed in the SCC as forming part of this Contract.
9) Integrity Pact if any

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2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by CESL, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by CESL. Requests for changes and modifications may be submitted in writing by the Selected Bidder to CESL. At any time during the currency of the contract, CESL may Suo-moto or, on request from the Selected Bidder, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

2) If the Selected Bidder does not agree to the Suo-moto modifications/ amendments made by CESL, it shall convey its views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Selected Bidder has consented to the amendment.

3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on CESL unless and until the same is incorporated in a formal instrument and signed by CESL, and till then CESL shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of a CESL's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of CESL granting such waiver and must specify the terms under which the waiver is being granted.

2) No relaxation, forbearance, delay, or indulgence by CESL in enforcing any of the terms and conditions of this Contract or granting of an extension of time by CESL to the Selected Bidder shall, in any way whatsoever, prejudice, affect, or restrict the rights of CESL under this Contract, neither shall any waiver by CESL of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

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3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the Bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Selected Bidder has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1 Communications

1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.

4) Such communications would be an instruction or a notification or an acceptance or a certificate from CESL, or it would be a submission or a notification from the Selected Bidder. A notification or certificate which the contract requires must be communicated separately from other communications.

4.2 The person signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

1) The person who has signed the contract on behalf of the Selected Bidder shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Selected Bidder, without disclosing its authority to do so, shall be deemed to warrant that it has authority to bind the Selected Bidder. If it is discovered at any time that the person, so signing has no authority to do so, CESL reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the Selected Bidder liable to CESL for all costs and damages arising from such remedies.

2) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of CESL. Interim or ultimate consignees; Inspecting Agency/ officers and the

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paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3 Address of the parties for sending communications by the other party.

1) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

(a) The address of the Selected Bidder as mentioned in the contract unless the Selected Bidder has notified the change of address by a separate communication containing no other topic to CESL. The Selected Bidder shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and

(b) The address of CESL shall be the address mentioned in the contract. The Selected Bidder shall also send additional copies to officers of CESL presently dealing with the contract.

(c) In case of the communications from the Selected Bidder, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, CESL and the Selected Bidder shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Selected Bidder's Obligations and restrictions on its Rights

5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Selected Bidder must proactively keep CESL informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the Selected Bidder is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1) a new partner shall not be introduced in the firm except with the previous consent in writing of CESL, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

2) On the death or retirement of any partner of the Selected Bidder firm before the complete performance of the contract, CESL may, at its option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.

3) If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by it under Section 32 of the Partnership Act, has been sent by it to CESL in writing or electronically.

Signature :-
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5.2 Obligation to Maintain Eligibility and Qualifications

1) The contract has been awarded to the Selected Bidder based on specific eligibility and qualification criteria. The Selected Bidder is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the Selected Bidder should be pro-actively brought to the notice of CESL within 7 days of it coming to the Selected Bidder's knowledge. These changes include but are not restricted to:

(a) Change regarding declarations made by it in its Bid, as per the format prescribed vide Form 12 in Section IX of this Tender Document

(b) Change in its qualification criteria submitted in its Bid in relevant Form (s) in Section IX of this Tender Document

5.3 Restriction on Potential Conflict of Interests

Neither the Selected Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.

2) after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4 Consequences of a breach of Obligations

Should the Selected Bidder or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Selected Bidder shall remedy such breaches within 21 days, keeping CESL informed. However, at its discretion, CESL shall be entitled, and it shall be lawful on its part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of CESL as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the Selected Bidder or any partner of the Selected Bidder firm has committed a default or breach of any of the conditions shall be final and binding on the Selected Bidder.

5.5 Assignment and Sub-contracting

1) the Selected Bidder shall not, save with the previous consent in writing of CESL, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

2) the Selected Bidder shall notify CESL in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original Bid or later, such notification shall not relieve the Selected Bidder from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not circumvent Selected Bidder's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which the contract was awarded to it.

3) If the Selected Bidder sublets or assigns this contract or any part thereof without such permission, CESL shall be entitled, and it shall be lawful on its part, to treat it as a breach of contract and avail any or all remedies thereunder.

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ICES LIMITED, C=IN
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Serial No : 162B840

5.6 Indemnities for breach of IPR Rights

1) the Selected Bidder shall indemnify and hold harmless, free of costs, CESL and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the Selected Bidder under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

   (a) any design, data, drawing, specification, or other documents or Goods provided or designed by the Selected Bidder for or on behalf of CESL.
   (b) The sale by CESL in any country of the products produced by the Goods supplied by the Selected Bidder, and
   (c) The installation of the Goods by the Selected Bidder or the use of the Goods at CESL's Site

2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

   (a) other than for the purpose indicated by or to be reasonably inferred from the contract
   (b) in association or combination with any other equipment, plant, or materials not supplied by the Selected Bidder.

3) If any proceedings are brought, or any claim is made against CESL arising out of the matters referred above, CESL shall promptly give the Selected Bidder a notice thereof. At its own expense and in CESL's name, the Selected Bidder may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping CESL informed.

4) If the Selected Bidder fails to notify CESL within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then CESL shall be free to conduct the same on its behalf at the risk and cost to the Selected Bidder.

5) At the Selected Bidder's request, CESL shall afford all available assistance to the Selected Bidder in conducting such proceedings or claim and shall be reimbursed by the Selected Bidder for all reasonable expenses incurred in so doing.

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Selected Bidder under this Contract shall become and remain the property of CESL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without CESL's prior written consent. The Selected Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to CESL, together with a detailed inventory thereof. The Selected Bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

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6d2a4d4e7c9b8a7d3e2a8c1b9d3e4f, O=CENTRAL ELECTRONICS LIMITED, OU=2.5.4.17=110003, O
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Serial No : 162B840

5.7.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of CESL to the Selected Bidder, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of CESL and shall not, without the prior written consent of CESL neither be divulged by the Selected Bidder to any third party, nor be used by it for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by CESL, all copies of all such information in original shall be returned on completion of the Selected Bidder's performance and obligations under this contract.

5.7.3 Secrecy

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Selected Bidder shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.4 Obligations of the Selected Bidder

1) Without CESL's prior written consent, the Selected Bidder shall not use the information mentioned above except for the sole purpose of performing this contract.

2) The Selected Bidder shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of CESL, divulge to any person other than the person(s) employed by the Selected Bidder in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

3) Notwithstanding the above, the Selected Bidder may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from CESL to the extent required for performing the contract. In this event, the Selected Bidder shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) like that imposed on the Selected Bidder under the above clauses.

4) The obligation of the Selected Bidder under sub-clauses above, however, shall not apply to information that:

   (a) the Selected Bidder needs to share with the institution(s) participating in the financing of the contract;
   (b) now or hereafter is or enters the public domain through no fault of Selected Bidder;
   (c) can be proven to have been possessed by the Selected Bidder at the time of disclosure and which was not previously obtained, directly or indirectly, from CESL; or
   (d) otherwise lawfully becomes available to the Selected Bidder from a third party that has no obligation of confidentiality.

5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Selected Bidder

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Serial No : 162B840

before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.8 Performance Security

1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by CESL, the Selected Bidder shall furnish to CESL, performance security, valid up to sixty (60) days (or any other period mentioned in Tender Document or Contract), after the date of completion of all contractual obligations by the Selected Bidder, including the warranty obligations.

2) The Performance Security may be submitted in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form.

3) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 3% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

   (a) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favoring the authority mentioned in therein (or FA&CAO of CESL, if not mentioned).

   (b) Bank Guarantee issued by a commercial bank in India, as per the format prescribed vide Form 26 in Section IX of this Tender Document.

4) If the Selected Bidder, having been called upon by CESL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for CESL at its discretion to annul the award and enforce forfeiture of the Bid Security, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

5) If the Selected Bidder during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for CESL at its discretion at its discretion

   (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or

   (b) without terminating the Contract:

      i. recover from the Selected Bidder the amount of such security deposit by deducting the amount from the pending bills of the Selected Bidder under the contract or any other contract with CESL or the Government or any person contracting through CESL or otherwise howsoever as per GCC-clause 10.4, or

      ii. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

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Serial No : 162B840

6) In the event of any amendment issued to the contract, the Selected Bidder shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.

7) CESL shall be entitled, and it shall be lawful on its part,

(a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

i. any default, or failure or neglect on the part of the Selected Bidder in the fulfilment or performance in all respect of the contract under reference or any other contract with CESL or any part thereof

ii. for any loss or damage recoverable from the Selected Bidder which CESL may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

(b) and in either of the events aforesaid to call upon the Selected Bidder to maintain the said performance security at its original limit by making further deposits, provided further that CESL shall be entitled, and it shall be lawful on its part, to recover any such claim from any sum then due or which at any time after that may become due to the Selected Bidder for similar reasons.

8) Subject to the sub-clause above, CESL shall release the performance security without any interest to the Selected Bidder on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the Selected Bidder submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

9) No claim shall lie against CESL regarding interest on cash deposits or Government Securities or depreciation thereof.

5.9 Permits, Approvals and Licenses

Whenever the supply of Goods and incidental Works/ Services requires that the Selected Bidder obtain permits, approvals, and licenses from local public authorities, it shall be the Selected Bidder's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export license or environmental clearance if required. If requested by the Selected Bidder, CESL shall make its best effort to assist the Selected Bidder in complying with such requirements in a timely and expeditious manner, without any dilution of the Selected Bidder’s responsibility in this regard.

5.10 Book Examination Clause

If explicitly invoked in the contract, CESL reserves the right for 'Book Examination' as follows:

1) the Selected Bidder shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorized in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Selected Bidder shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy

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Serial No : 162B840

of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the Selected Bidder's obligations under any other statute, rules or orders which shall be concurrently binding on the Selected Bidder.

2) the Selected Bidder shall, if the authorized Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Selected Bidder's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorized Government Officer shall have power, mutates mutandis, to examine all the relevant books of Selected Bidder's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.

3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, CESL shall have the right to reduce the price and determine the amount to a reasonable level.

4) The Selected Bidder or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the Selected Bidder or its agencies calling to produce documents under sub-clause (1) above. In the event of the Selected Bidder's or its agency's failure to do so, the contract price would be reduced and determined according to the best judgment of CESL, which would be final and binding on the Selected Bidder and its agencies.

5.11 Custody and return of CESL's Materials/ Equipment/ Documents loaned to Selected Bidder

1) Unless stipulated in the contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the Selected Bidder for the performance of the contract. Whenever such assets are required to be issued to the Selected Bidder (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Selected Bidder shall use such property for the execution of the contract and no other purpose whatsoever.

2) The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to it by CESL. All such assets shall be deemed to be in good condition when received by the Selected Bidder unless it has within twenty-four hours of the receipt thereof notified CESL to the contrary. Otherwise, it shall be deemed to have lost the right to do so at any subsequent stage.

3) These assets shall remain the property of CESL, and the Selected Bidder shall take all reasonable care of all such assets. The Selected Bidder shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the Selected Bidder, staff, workmen or agents.

4) Where the Selected Bidder insures such assets against loss or fire at the request of CESL, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the Selected Bidder as aforesaid

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Serial No : 162B840

5) The Selected Bidder shall return all such assets in good order or repair, fair Wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by CESL, whose decision shall be final and binding.

5.12 Labour Codes and Related Obligations

This clause shall be applicable only if it is specifically indicated to be applicable in SCC.

5.12.1 Independent Selected Bidder

The Selected Bidder's status shall be that of an independent Selected Bidder and Primary Employer of staff deployed during the contract by it or its sub-contractors or other associates. The Selected Bidder, its employees, agents, and subcontractors performing under this Contract are not employees or agents of CESL or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

5.12.2 Obligations of the Selected Bidder under Labour Codes and Rules

1) In cases where Contract or part(s) thereof is to be performed by the Selected Bidder at the premises of CESL or Consignee, the Selected Bidder shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify CESL from and against any claims under the aforesaid Labour codes and the Rules.

2) The Selected Bidder shall obtain a valid license under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfil this requirement, CESL shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.

3) In respect of all labour directly or indirectly employed in the contract for the performance of the Selected Bidder's part of the contract, the Selected Bidder shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The Selected Bidder shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the Selected Bidder shall submit monthly returns to CESL to confirm compliance with such Codes and rules. Failure to do so shall entitle CESL to take any measure to ensure compliance to such codes and rules by the Selected Bidder and its associates, including, but not limited to, withholding Selected Bidder’s on-account bills.

4) The Selected Bidder shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. Notwithstanding the contract's provisions to the contrary, the Selected Bidder shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by its Sub-Contractors in connection with the said contract as if it had immediately employed the labour. CESL shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The Selected Bidder shall be required to submit, every month, documentary evidence in the form of a Bank Statement

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Serial No : 162B840

of having transferred the gross minimum wages to each of the workers. Failure to do so shall entail CESL taking up any measure to ensure the payment of wages including, but not limited to, withholding Selected Bidder's on-account bills.

5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, CESL is obliged to pay any amount of wages to a workman employed by the Selected Bidder or its Sub-Selected Bidder in execution of the contract or to incur any expenditure in providing Welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of CESL due to the Selected Bidder's failure to fulfil its statutory obligations under the aforesaid Labour codes and the Rules CESL shall recover from the Selected Bidder, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of CESL under the aforesaid Labour codes and the Rules, CESL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by CESL to the Selected Bidder whether under the contract or otherwise. CESL shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the Selected Bidder's written request, and upon giving CESL complete security for all costs, CESL might become liable in contesting such claim. The decision of CESL regarding the amount recoverable from the Selected Bidder as stated above shall be final and binding on the Selected Bidder.

5.12.3 The obligation of Selected Bidder to ensure awareness of Labour Codes

1) The Selected Bidder must mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to its and its Sub-contractor's staff, workers, labour employed by it directly or indirectly in delivery of service to CESL. The Selected Bidder must submit relevant documentary proof to CESL of having conducted such training to all workers.

2) The Selected Bidder must provide a comprehensive booklet (CESL approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

3) CESL, without any commitments or being obliged to do, may its discretion, provide following facilities for Selected Bidder's Contract Labour working on this Contract:

   (a) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc.

   (b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Selected Bidder.

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Serial No : 162B840

6. Scope of Supply and Technical Specifications

6.1 The Scope of Supply

1) This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.

2) **Incidental Works/ Services:** If so stipulated, the Selected Bidder shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/ Machinery & Plant) as an integral part of the Goods in the contract.

6.2 Technical Specifications and Standards

The Goods & incidental Works/ Services to be provided by the Selected Bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification and Quality Assurance' under Sections VII of the Tender Document or as stipulated in the contract. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.

1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by CESL in the contract.

2) conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

6.3 Quantity Tolerance

Unless otherwise stipulated in the contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.

6.4 Eligible Goods - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the Selected Bidder in its Bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Selected Bidder's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied. For purposes of this Clause, the term 'Goods' shall have the meaning as defined in GCC-clause 1.2.

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Serial No : 162B840

6.5 Option Quantity Clause:

If invoked explicitly in the contract, CESL shall reserve the right, but without any obligation to do so, to increase or decrease the ordered quantity up to a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

6.6 Spare parts in Supply of Capital Goods/ Machinery and Plant

1) If SCC/ Contract declares it to be the procurement of Capital Goods/ Machinery & Plant, the Selected Bidder shall supply/ provide any or all the following materials, information etc. about spare parts manufactured and/ or supplied by them:

   (a) The spare parts as selected by CESL to be purchased from the Selected Bidder, subject to the condition that such purchase of the spare parts shall not relieve the Selected Bidder of any contractual obligation including warranty obligations; and

   (b) In case the production of the spare parts is discontinued within the service life of the equipment supplied hereunder (or a period stipulated in the contract):

      i. sufficient advance notice to CESL before such discontinuation to provide adequate time for it to purchase the required spare parts etc., and

      ii. immediately following such discontinuation, as and if requested by CESL, provide free of cost the designs, drawings, layouts, specifications, and alternative sources of supply of such spare parts.

2) the Selected Bidder shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods so that the same is supplied to CESL promptly on receipt of the order from CESL.

6.7 Warranty/ Guarantee

If so, stipulated in the SCC/ Contract, the following warranty/ Guarantee clause shall apply:

1) the Selected Bidder hereby covenants that it is a condition of the contract that all Goods supplied to CESL under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per CESL's specifications) or workmanship or from any act or omission of the Selected Bidder, that may develop under regular use of the supplied Goods under the conditions prevailing in India.

2) Unless otherwise indicated in the contract, the Selected Bidder also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for 30 months after their delivery or 24 months from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.

3) Obligations of the Selected Bidder under the warranty clause shall survive even though:

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Serial No : 162B840

(a) The Goods may have been inspected, accepted, installed/ commissioned, and paid for by CESL.

(b) The contract is terminated for any reason whatsoever.

4) CESL shall promptly notify in writing to the Selected Bidder, if during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair Wear and tear (the decision of CESL in that behalf being final and conclusive).

5) Upon receipt of such notice, the Selected Bidder shall, within 14 days (or within any other period, if stipulated in the contract), expeditiously repair, or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Selected Bidder shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on CESL for such replaced parts/ Goods after that.

6) A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as per GCC-clause 10.4 below. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, CESL shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action like GCC-clause 9.10 for inordinate delays would also be taken.

7) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

8) If the Selected Bidder, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default under GCC-clause 12.1, and CESL shall avail any or all remedial action(s) thereunder.

6.8 Additional Conditions for Rate Contracts

If SCC/ Contracts stipulates explicitly that this is a "Rate Contract" for the supply of the Goods outlined in the Contract during the period therein specified, then the following additional Contract Conditions shall be applicable:

6.8.1 Quantity Contracted-for

1) The Rate Contract is only a standing offer from the Selected Bidder. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.

2) CESL undertakes to place the supply (withdrawal/ off-take) orders for Goods detailed in the Contract at the terms and prices mentioned therein.

3) However, they reserve the right to obtain from any source any Goods referred to in the Contract to meet an emergency or for values less than the threshold specified in the Contract (Rs 1.5 - one and a half - Lakhs, if not specified) if CESL is satisfied that the Selected Bidder is not able to supply specific quantities of Goods within the period in which these are required.

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6.8.2 Applicability of Fall Clause

GCC-clause 10.1.6 shall be expressly applicable to Rate Contracts.

6.8.3 Supply Orders and Deliveries

1) Supply (withdrawal/ offtake) orders for obtaining supplies through the rate contract, incorporating a definite quantity of Goods along with all other required conditions following the rate contract terms, shall be issued by CESL or its nominated Direct Demanding Officers (D.D.O.). Such DDOs shall be nominated and authorized during the contract period by CESL to place such Supply orders directly on the Selected Bidder.

2) The Contract shall deliver the quantities thus ordered as per the terms and conditions of the Supply Order and the Rate Contract.

3) CESL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders shall be affected beyond the validity period of the rate contract, all such supply shall be guided by the terms & conditions of the rate contract.

6.8.4 Monetary limits for indents

CESL may stipulate an upper threshold of value of Supply Orders directly placed by DDOs on the Selected Bidder during the Contract Period. Except with prior approval of CESL, the Selected Bidder shall not comply with the supply orders directly received from the DDOs, more than such threshold amount.

6.8.5 Right to repeat competitive Bidding

1) CESL reserves the right to undertake repeat competitive Bidding through open/ advertised Tenders on the same terms & conditions, including specifications during the validity period of existing valid R/Cs.

2) In such cases, the existing R/C holders can Bid, apart from the new eligible Bidders, and equal and fair opportunity would be provided.

3) If the prices received are found lower than the existing R.C. prices, new R/Cs may be awarded at reduced prices.

4) Existing R/Cs at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause (GCC-clause 10.1.6).

6.8.6 Short-closing or Renegotiation of the Rate Contract

During the currency of the Rate Contract, the CESL can short-close the rate contract or renegotiate the price by serving a suitable notice of thirty days.

6.8.7 Renewal of Rate Contracts

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, shall be left out. The period of such extension would generally not be more than three months.

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Serial No : 162B840

7. Inspection and Quality Assurance

7.1 Tests and Inspections

1) The `Technical Specification and Quality Assurance' (Section VII) shall specify inspections and tests (including raw materials and/ or stage inspections, if so specified) to be carried out and where and how they are to be conducted. If such inspections and tests are conducted in the premises of the Selected Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Selected Bidder to CESL's inspector at no charge to CESL.

2) CESL and/ or its nominated representative(s) shall, without any extra cost to CESL, inspect and/ or test the ordered Goods and the incidental Works/ Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the Selected Bidder shall submit a request for inspection to the Inspecting Officer and CESL. The Inspecting Officer shall inform the Selected Bidder in writing of its Programme for such inspection and the officials' identity to be deputed for this purpose.

3) If so, stipulated in the contract, the Selected Bidder shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goods as stipulated in the contract or by the Inspecting Officer. However, the Selected Bidder shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

4) Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such.

5) Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the Selected Bidder's premises, shall be borne by the Selected Bidder. However, in case of stipulation for type testing/ proto-type testing of machinery and plant involving special tests, the contract shall indicate the apportionment of test and expended material costs among the parties.

6) Under no circumstances does the Inspecting officer have the authority to modify the governing specifications, approved drawings, or samples during inspection without CESL's approval.

7.2 Consequence of Rejection

Upon the Goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at a place other than the premises of the Selected Bidder, CESL shall be at liberty to:

1) Demand that such stores shall be removed by the Selected Bidder at its cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided that the Inspecting Officer may call upon the Selected Bidder to remove dangerous, infected, or perishable stores within 48 hours of

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the receipt of such communication and the decision of the Inspecting Officer in this regard shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to its other rights to retain the rejected stores till the price paid for such stores is refunded by the Selected Bidder or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Selected Bidder shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Goods without being entitled to any extra payment on that or any other account.

2) All rejected Goods shall, in any event, and circumstances remain and always be at the Selected Bidder's risk immediately on such rejection. If the Selected Bidder does not remove such Goods within the periods, CESL /inspecting officer, as per the place of rejection, may remove the rejected Goods. CESL or Inspecting Officer may either return the same to the Selected Bidder at its risk and cost by such mode of transport as it may decide or dispose off such Goods at the Selected Bidder's risk and on its account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable because of such rejection). CESL shall, in addition, be entitled to recover from the Selected Bidder ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.

3) Disposal of rejected goods in an aforesaid manner shall not exonerate Selected Bidder but still hold it liable to pay to CESL, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the Selected Bidder and any inspection charges. The Purchaser can act as per contract terms if the Selected Bidder fails to pay the amount due to it.

4) where under the contract the price payable is fixed F.O.R. dispatching station, the Selected Bidder shall, if the Goods are rejected at destination by the consignee, be liable, in addition to its other liabilities, including a refund of price recoverable in respect of the Goods so rejected, to reimburse to CESL the freight and all other expenses incurred by it in this regard. The Selected Bidder shall be allowed to take back rejected Goods only after such refunds are received by CESL.

7.3 Inspections at the last moment

1) If the contract stipulates pre-dispatch inspection of the ordered Goods at Contractors premises, it shall put up the Goods for inspection Well ahead of the delivery period to complete the inspection within that period.

2) In cases where only a portion of the Goods ordered is Tendered for inspection at the last moments of the delivery period and in cases where inspection is not completed in respect of the portion of the Goods Tendered for inspection during the delivery period, the inspector shall carry out the inspection and complete the formality beyond the contractual delivery period at the specific written request by and at the risk and expense of the Selected Bidder. The fact that the Goods have been inspected after the contractual delivery period shall not amount to keeping the contract alive, and this shall be without any prejudice to the legal rights and remedies available to CESL under the terms & conditions of the contract.

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Serial No : 162B840

3) If the Goods Tendered for inspection during or at the last moments of the delivery period are not found acceptable after carrying out the inspection, CESL is entitled to cancel the contract in respect of the same at the risk and expense of the Selected Bidder. If the Goods Tendered for inspection are found acceptable, CESL may grant an extension of the delivery period subject to conditions mentioned in GCC-clause 9.11 below.

7.4 Consignee's right of Rejection of Inspected Goods

1) Goods accepted by CESL and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute CESL's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.

2) Notwithstanding any approval which the Inspecting Officer may have given in respect of the Goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Selected Bidder or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of CESL, to inspect, test and, if necessary, reject the Goods or any part, portion or consignment thereof, after the Goods' arrival at the final destination within a reasonable time after actual delivery thereof to it at the place of destination stipulated in the contract, if such Goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Note: Regarding materials pre-inspected at the firm's premises during manufacture or before delivery or dispatch, the consignee shall issue rejection advice within 90 days from the date of receipt.

8. Packing, Transportation, Insurance and Receipt

8.1 Packing Specifications and Quality

1) The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.

2) The packing for the Goods to be provided by the Selected Bidder should be strong and durable enough to withstand, without limitation, the entire journey during transit, including transshipment (if any), rough handling, open storage etc., without any damage, deterioration etc. If necessary, the size, Weights, and volumes of the packing cases, the remoteness of the goods' destination, and availability or otherwise of transport and handling facilities at all points during transit up to the destination shall also be considered.

3) The quality of packing, the manner of marking within & outside the packages, and accompanying documentation shall strictly comply with the `Technical Specification and Quality Assurance' and in the contract. If the packing requirements are amended due to any amendment to the contract, the Selected Bidder shall comply accordingly.

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Serial No : 162B840

4) Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums, and wrappings) in which the Selected Bidder supplies the Goods shall be considered non-returnable and their cost included in the contract price.

5) If the contract provides that the containers shall be returnable, they must be marked 'returnable'. Unless otherwise specified, the cost of reverse transportation shall be borne by the Selected Bidder.

6) If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Selected Bidder at a price stipulated in the contract. In such cases, the Selected Bidder shall give full credit for the invoiced amount if the containers are returned to the Selected Bidder. Return of containers shall be made within a reasonable time, and in the event of any dispute or difference arising as to whether the containers Were so returned, the decision of CESL thereon shall be final and binding. In its discretion, CESL may award such compensations as may, in its opinion, be proper for any undue delay in returning the containers.

8.2 Packing instructions

Unless otherwise mentioned in the `Technical Specification and Quality Assurance' under Sections VII and SCC under Section V, the Selected Bidder shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

1) An iconic graphical mark to visually identify a particular consignment.

2) Name of CESL; contract number and date

3) brief description of Goods including quantity.

4) the gross Weight of the package

5) Serial number of this package and the total number of packages in the consignment

6) packing list reference number

7) country of origin of goods

8) consignee's name and full address and

9) Selected Bidder's name and address

8.3 Transfer of Title of Goods

1) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the Selected Bidder's premises, or any payments made to the Selected Bidder, property in the Goods (and resultant rights and liabilities) shall not pass on to CESL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the Selected Bidder, its agents or servants or a carrier, or the joint possession of the Selected Bidder, its agents, or servants and CESL, its agents, or servants, shall remain in every respect at the risk of the Selected Bidder, until their actual delivery to a person stipulated in the contract as the interim consignee for dispatch to the

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consignee. The Selected Bidder shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting dispatch or delivery or are during transit from the Selected Bidder to the consignee or interim consignee. The Selected Bidder shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the Selected Bidder for transmission to the consignee or the interim consignee.

2) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for dispatch to the consignee, the Goods shall be at CESL's risk after their delivery to the interim consignee.

8.4 Transportation

8.4.1 Instructions for transportation of domestic Goods

If no instruction is provided in the contract, the Selected Bidder shall arrange transportation of the ordered Goods as per its procedure.

8.4.2 Shipping Arrangement for Foreign Contracts:

In the case of FOB/ FAS contracts, shipping arrangements shall be made by CESL. The Selected Bidder shall give adequate notice to CESL and its Forwarding Agents/ Nominees about the readiness of the cargo from time to time and at least six Weeks' notice in advance of the required date of dispatch for finalizing the shipping arrangements. In the case of CFR contracts, the Selected Bidder shall arrange the shipment as per the instructions from CESL.

8.4.3 Airlifting

Should CESL intend to airlift all or some of the Goods, the Selected Bidder shall pack the Goods accordingly upon receiving intimation to that effect. Such deliveries shall be agreed upon Well in advance and paid for as may be mutually agreed.

8.4.4 Distribution of Dispatch Documents for Clearance/ Receipt of Goods

1) the Selected Bidder shall send all the relevant dispatch documents Well in time to CESL to enable it to clear or receive (as the case may be) the Goods in terms of the contract. Unless otherwise stipulated in the contract, the usual documents involved and the drill to be followed in general for this purpose are as follows:

2) For Domestic Goods within 24 hours of dispatch, the Selected Bidder shall notify CESL, consignee, and others concerned, if mentioned in the contract, the complete details of dispatch and supply the following documents (as relevant) to them by registered post/ speed post/ courier besides advance intimation by digital means (or as instructed in the contract or SCC):

(a) the Selected Bidder's Invoice indicating, inter alia description and specification of the Goods, quantity, unit price, total value;
(b) Packing list;
(c) Insurance certificate;
(d) Railway receipt/ Road Consignment note;
(e) Manufacturer's guarantee certificate and in-house inspection certificate;
(f) Inspection certificate issued by CESL's inspector

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Serial No : 162B840

(g) Expected date of arrival of goods at destination and
(h) Any other document(s), as and if mentioned explicitly in the contract.

3) For Imported Goods, within 3 days of dispatch, the Selected Bidder shall notify CESL, consignee and other concerned, if mentioned in the contract, the complete details of dispatch and supply the following documents to them by Courier (or as instructed in the contract), besides advance intimation by digital means:

(a) Clean on-Board Airway Bill/ Bill of Lading (B/ L)
(b) Original Invoice
(c) Packing List
(d) Certificate of Origin from Seller's Chamber of Commerce
(e) Certificate of pre-dispatch inspection by CESL's representative/ nominee
(f) Certificate of Quality and current manufacture from OEM
(g) Dangerous Cargo Certificate, if any.
(h) Insurance Policy of 110% if CIF contract.
(i) Performance Bond/ Warranty Bond

8.5 Freight

The Goods shall be dispatched at public tariff rates. In the case of F.O.R. station of dispatch contract, the Goods shall be booked by the most economical route or most economical tariff available at the time of dispatch. Failure to do so shall render the Selected Bidder liable for any avoidable expenditure caused to CESL. Where alternative routes exist, CESL shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, its decision or advice in the matter shall be final and binding on the Selected Bidder,

8.6 Insurance

Unless otherwise instructed in the contract, the Selected Bidder shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:

1) In case of domestic goods supply on CIF/ FOR destination basis, the Selected Bidder shall be responsible until the entire Goods contracted arrive in good condition at destination. The Selected Bidder shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. The Selected Bidder shall obtain the insurance cover in its name and not in the name of CESL or its Consignee.

2) In FOB and CFR offers for the import of Goods, the insurance shall be arranged by CESL. However, the Selected Bidder must give sufficient notice to CESL before the date of shipment so that the Insurance Cover for the shipment can be activated. The Selected Bidder must co-ordinate to ensure that the Shipment sails only with Insurance cover in place.

3) In case of import of goods, even when CESL pays the insurance, it shall entirely be the Selected Bidder's responsibility to make good loss/ damage without waiting for settlement of insurance claim so that equipment is commissioned within the time stipulated in the contract. After the insurance claim settlement, reimbursement shall be made by CESL to the Selected Bidder.

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8.7 Receipt of Consignment

8.7.1 Preliminary Acknowledgement

At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.

8.7.2 Goods Receipt and Inspection Report

If the received consignment successfully passes the quantity and quality checks, CESL shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The Selected Bidder may claim payment based on this document inter-alia other specified documents.

8.7.3 Rejection of Consignment by the Consignee

If the received consignment or part thereof fails to pass quantity and quality checks, CESL shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Selected Bidder shall take back the rejected consignment as per GCC-clause 7.2 above within 21 days unless otherwise stipulated in the contract.

8.7.4 Short Receipt Certificate

If the quantity received is less than claimed/ invoiced, GRIR/Rejection Note shall be issued only for the received quantity. In such cases, a short receipt certificate shall also be issued by the consignee.

8.7.5 Perishable Goods

For Goods with a limited shelf life, the Selected Bidder shall ensure that at least 75% (or any other percentage stipulated in the contract) of shelf life remains a balance on delivery date. CESL reserves its rights to reject expired or products with less than such specified shelf life.

9. Terms of Delivery and delays

9.1 Effective Date of Contract

The effective date of the contract shall be the date on which it has been signed by CESL or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the Selected Bidder within 14 days of the date signed by CESL or the date of sending it to the Selected Bidder, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

9.2 Time is the essence of the contract

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

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Serial No : 162B840

9.3 Destination Places

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract or Section VI – Schedule of Requirements.

9.4 Terms of Delivery

1) Terms of delivery (e.g., F.O.R. destination/ CIF/ DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the Selected Bidder to CESL. These terms also determine the time of delivery.

2) the Selected Bidder shall either deliver free or F.O.R. or C.I.F. at the place/ places or otherwise as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered or dispatched not later than the dates stipulated in the contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.

3) the Selected Bidder shall not dispatch the Goods after the expiry of the delivery period. The Selected Bidder must apply to CESL to extend the delivery period and obtain the same before dispatch. If the Selected Bidder dispatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against CESL.

9.5 Part Supplies

The Selected Bidder shall not arrange part-shipments and/ or transhipment if not stipulated in the contract without the express/ prior written consent of CESL.

9.6 Progressing of Deliveries

The Selected Bidder shall allow reasonable facilities and free access to its Works/ records to the Inspecting Officer or such other Officer as may be nominated by CESL to ascertain the progress of the deliveries under the contract. The Selected Bidder shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Goods in such form as may be required by CESL. The submission, receipt and acceptance of such reports shall not prejudice the rights of CESL under the contract, nor shall operate as an estoppel against CESL merely because it has not taken notice of/ or subjected to test any information contained in such report.

9.7 Notification of Delivery

Notification of delivery or dispatch regarding every instalment shall be made to the consignee and to CESL immediately on dispatch or delivery. The Selected Bidder shall further supply to the consignee, or the interim consignee packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of every instalment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the Goods on arrival at destination. The Railway Receipt/ Consignment Note or Bill of Lading shall be forwarded to the consignee by registered post/ Courier/ by hand immediately on the dispatch of Goods. The Selected Bidder shall bear and reimburse CESL demurrage/ wharfage or other charges,

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Serial No : 162B840

if any, paid because of delay on the Selected Bidder's part in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

9.8 Dispatches at the last moment or after the expiry of the delivery

1) If the Selected Bidder locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of CESL under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the Selected Bidder. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Selected Bidder must obtain an extension of the delivery date/period from CESL.

2) As regards supplies coming from outside, if the Selected Bidder dispatches the Goods after the expiry of the delivery period, it shall be at its own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in its interest, the Selected Bidder shall get an extension of the delivery period from the contracting Entities.

3) In the case of imports, the Selected Bidder must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied. If dispatched, it shall be at the risk and responsibility of the Selected Bidder and CESL shall not take any responsibility for such consignments.

9.9 Delay in the Selected Bidder’s performance

If the Selected Bidder fails to deliver the Goods or any instalment thereof or delays incidental Work/ Services (e.g., installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, CESL may without prejudice to its other rights:

1) recover from the Selected Bidder liquidated damages as per clause 9.12 below, or

2) treat the delay as a breach of contract as per clause 12.1 below and avail all the remedies therein.

9.10 Inordinate Delays

Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Selected Bidder in future Tenders. A show-cause notice shall be issued to the Selected Bidder before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of CESL.

9.11 Extension of Delivery Period

1) If at any time during the currency of the contract, the Selected Bidder encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, it shall promptly inform CESL in writing about the same and its likely duration. It must make a request to CESL for an extension of the delivery schedule. On receiving the Selected Bidder’s communication,

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Serial No : 162B840

CESL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

2) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the Selected Bidder, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(a) **Liquidated Damages:** CESL shall recover from the Selected Bidder, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the Selected Bidder has failed to deliver within the delivery period stipulated in the contract.

(b) Denial Clause:

i. No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

ii. Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

iii. Nevertheless, CESL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

9.12 Liquidated damages

1) Subject to GCC clause 9.11, if the Selected Bidder fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, CESL shall, without prejudice to other rights and remedies available to CESL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½% percent (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each Week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.

2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned under GCC-clause 5.5 above, shall not be admitted as a ground for any extension of time or for exempting the Selected Bidder from liability for any such loss or damage as aforesaid.

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Serial No : 162B840

9.13 Force Majeure

1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a Week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by CESL in writing, the Selected Bidder shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

2) Notwithstanding the remedial provisions contained in GCC-clause 9.12 or 12.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10. Prices and Payments

10.1 Prices

10.1.1 Charged Prices

Prices to be charged by the Selected Bidder for the supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the Selected Bidder in its Bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.

10.1.2 Controlled Prices

1) The price charged by the Selected Bidder shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

2) **Penalties for overcharging:** If the sub-clause above is violated, unless the Selected Bidder had explicitly mentioned this fact in its Bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for CESL to:

   (a) annul the award and treat it as a misdemeanor as per the contract and take any or all punitive remedies available thereunder, or

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Serial No : 162B840

(b) without annulling the award, act as per GCC-clause 10.4 to recover the overcharged amount, or

(c) treat it as a breach of contract as per GCC-Clause 12.1 and avail any or all remedies thereunder.

10.1.3 Price Components and Incidental Works/ Services

Unless otherwise stated in the contract, CESL shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery. Spares would not be paid for unless the primary Goods are received.

10.1.4 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If a Price Variation Clause, an Exchange Rate Variation Clause, or any other variation clause is included, such up and down variations shall also be payable as per clause 10.3.3 below.

10.1.5 Price Variation and Exchange Variation Clause

(a) In case the contract provides for a Price Variation Clause or Exchange Rate variation clause or variation on any other account, the price shall be subject to adjustment as per such clauses, only during the original Delivery Period, subject to the following:

(b) Any increase due to such variations during the extended delivery period, beyond the original delivery period, shall not be paid by CESL; however, it shall be entitled to any reduction during this period under the GCC-clause 9.11-2)b) (Denial Clause).

(c) Taxes and duties, if any, chargeable and payable on the Goods shall be charged on the net price after variations.

(d) While claiming payments where such variations are applicable, the Selected Bidder must submit its calculations for each invoice, even if the payment on account of these variations is nil. Prices reduction due to such variations must be passed on to CESL.

(e) **No Other Claim due to Variations:** With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.

1) **Price Variation Clause**

(a) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein. The amount payable on account of Price variation shall be settled every quarter.

(b) **Base Month and Quarter:** Unless otherwise stipulated in the contract, the Base Month for 'Price Variation Clause' shall be taken as the month before the month of the last date of Bid submission, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall end on the Base Month. Unless The Contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the variated price shall be the month before the month in which delivery has been made. The Quarter of reckoning for applicability of PVC shall end on the

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Serial No : 162B840

Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.

(c) **Applicability:** If Contract provides for some inputs to be supplied by CESL free or at a fixed rate, cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery of price variation.

2) **Exchange Rate Variation Clause**

(a) The contract shall indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing on the last deadline for submission of Techno-commercial Bids, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the Bidder has already indicated the schedule within which the Bidder shall import material.

(b) Unless otherwise stipulated in the contract, documents for claiming ERV shall be:

i. A bill of ERV claim enclosing working sheet.
ii. Banker's Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.
iii. Copies of import order/agreement placed by the Selected Bidder on its Suppliers.
iv. Invoice of Selected Bidder's Suppliers for the relevant import order

10.1.6 Fall Clause

This clause shall be applicable only if explicitly invoked in SCC. Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract (Refer SCC-clause 6.8):

1) The price charged for the Goods supplied under the contract by the Selected Bidder shall in no event exceed the lowest price at which the Selected Bidder sells the Goods or offers to sell Goods of identical description, to any persons/ organizations including CESL or any Department or Undertaking of the Central Government, during the currency of the contract. Selected Bidder shall forthwith notify such reduction or sale or offer of sale to CESL and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

2) The above stipulation shall, however, not apply to:

(a) Exports by the Selected Bidder
(b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
(c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates
(d) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government

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User ID : mahendra.singh
Serial No : 162B840

Departments including new undertakings (excluding joint sector companies and or private parties) and bodies

3) the Selected Bidder shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.

** We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to CESL under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organization including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be up to the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"*

10.2 Taxes and Duties

1) the Selected Bidder shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to CESL. Further instruction, if any, shall be as provided in the contract.

2) If applicable under relevant tax laws and rules, CESL shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

3) Payment of GST Tax under the contract:

(a) The payment of GST and GST Cess to the Selected Bidder shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of CESL has no bearing on the invoicing.

(b) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

(c) While claiming reimbursement of duties, taxes etc. (like GST) from CESL, as and if permitted under the contract, the Selected Bidder shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities later, it (the Selected Bidder) shall refund to CESL, CESL's share out of such refund received by the Selected Bidder. The Selected Bidder shall also refund the appropriate amount to CESL immediately on receiving the same from the concerned authorities.

(d) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to CESL in compliance with GST provisions.

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Serial No : 162B840

(e) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

(f) In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the net invoice value after the variation is considered.

(g) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

i. CESL shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to Selected Bidder's fault. Wherever the Selected Bidder invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

ii. However, CESL shall not be responsible for the Selected Bidder's tax payment or duty under a misapprehension of the law.

iii. Bidder is informed that it shall be required to adjust its basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

iv. In case of profiteering by the Selected Bidder relating to GST tax, CESL shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

v. The Selected Bidder should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

vi. Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to CESL's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the Selected Bidder. The benefit of any reduction in GST rate must be passed on to CESL during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of Bid submission.

5) Duties/ Taxes on Raw Materials

CESL is not liable for any claim from the Selected Bidder on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted

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Serial No : 162B840

Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

6) Customs Duty

Bidder shall specify the rate and the total amount of customs duty payable regarding imported goods. Bidder shall also indicate the corresponding Indian Tariff Classification (ITC-HS) applicable for the Goods in question.

10.3 Terms and Mode of Payment

10.3.1 For Domestic Goods:

1) The payments shall be made in the manner as per CESL's payment procedures. Unless otherwise stipulated in the SCC, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFT only. The Selected Bidder shall give its consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.

2) Unless otherwise stipulated in the contract, the usual payment term is:

   (a) In case of CIF destination/ delivery at site/ FOR destination, payment term shalL-100% on receipt and acceptance of Goods by the consignee and on the production of all required documents by the Selected Bidder.

   (b) In case of FOR dispatching Station, the %age of payment as stipulated in the contract shall be paid on proof of dispatch and other related documents and balance on receipt at site and acceptance by the consignee.

3) Unless otherwise stipulated in the contract, where Goods to be supplied are pre-inspected at Selected Bidder's premises by CESL's Inspecting agency, the payment terms shall be as under for claims amounting to more than Rs. 5,00,000/-:

   (a) 95% payments for each consignment of the Goods shall be made to the Selected Bidder against proof of inspection and proof of delivery in good condition at the consignee's end. Signed Receipted Challan from consignee shall be taken as the proof of delivery but shall not construe final acceptance by the consignee.

   (b) The balance 5% payment shall be made after receiving and accepting the material by the consignee at its end against GRIR.

4) Unless otherwise stipulated in the contract, where Goods to be supplied also need installation and commissioning by the Selected Bidder, the payment terms shall be as under for claims amounting to more than Rs. 5,00,000/-:

   (a) For a contract with terms of delivery as FOR dispatching station

      i. 60% on proof of dispatch along with other specified documents
      ii. 30% on receipt of the Goods at the site by the consignee and balance
      iii. 10% on successful installation and commissioning and acceptance by the user department.

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User ID : mahendra.singh
Serial No : 162B840

(b) For a contract with terms of delivery as CIF destination/ Delivery at site/ FOR destination

i. 90% on receipt and acceptance of goods by the consignee at destination and on the production of all required documents by the Selected Bidder

ii. 10% on successful installation and commissioning and acceptance by the consignee.

10.3.2 For Imported Good:

1) Unless otherwise stipulated in the contract, payments are made through an irrevocable Letter of Credit (LC).

(a) In cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Selected Bidder, 95% of the contract price shall be paid against documents stipulated in the contract. The remaining 5 percent on receipt of the Goods as per the terms of the contract in good condition by the Consignee, and on producing the certificate of such receipt endorsed on one copy of the Inspection Note by the Consignee, or at the Selected Bidder's option, the full value of the Goods shall be paid after inspection, on receipt of the consignment as per the terms of the contract in good condition by the Consignee and on producing a certificate of such receipt endorsed on one copy of the Inspection Note.

(b) In cases where Installation, Erection and Commissioning are the responsibility of the Selected Bidder – the percentage stipulated in the contract of the net FOB/ FAS price shall be paid against documents stipulated in the contract and balance within 21 - 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

(c) Payment of Agency Commission against FOB/ FAS Contract – Entire 100% agency commission shall be paid in Indian Rupees after the expiry of 90 days after the discharge of all obligations under the contract and after all other payments have been made to the Selected Bidder in terms of the contract. The source's tax deductions apply to the agency commission paid to the Indian agent as per the prevailing rules.

10.3.3 General Payment condition for payment

1) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign Bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.

2) the Selected Bidder shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.

3) While claiming payment, the Selected Bidder is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Selected Bidder for claiming that payment has been fulfilled as required under the contract.

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Serial No : 162B840

4) Unless otherwise specified documents which the Selected Bidder is to furnish while claiming payment are:

(a) Original Invoice (GST Compliant format)
(b) Certificate of pre-dispatch inspection by CESL's representative/ nominee, if applicable
(c) Manufacturer's test certificate, if applicable
(d) Performance/ Warrantee Bond, if applicable
(e) Certificate of Insurance, if applicable
(f) Clean on Bill of lading/ Airway bill/ Rail receipt or any other dispatch document, in case of payment against dispatch documents, if so provided
(g) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
(h) Any other document specified.

5) In a case where the Selected Bidder is not able to submit its bill for the balance payment for want of receipt certificate from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, the balance amount shall be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the Goods in question, subject to the following conditions:

(a) The Selected Bidder must provide proof that it has given sufficient prior notice in this regard to CESL and the concerned Consignee(s), but there has been no response.
(b) The Selected Bidder shall undertake to make good any defect or deficiency that the consignee (s) may report within six months from the date of dispatch of Goods.
(c) Delay in supplies, if any, has been regularized.
(d) The Contract price, where it is subject to variation, has been finalized.
(e) the Selected Bidder furnishes the following undertakings:

"We, _____ certify that We have not received back the Inspection Note duly receipted by the consignee or any communication from CESL or the consignee about non-receipt, shortage or defects in the Goods supplied. We _____ undertake to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of dispatch, whichever is later.

10.3.4 Advance/ mobilization Payment not allowed:

Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made and only after such incidental works/ services have also been rendered. If expressly provided for in the contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.

10.4 Withholding and lien in respect of sums claimed

1) Whenever any claim or claims for payment of a sum of money arises against the Selected Bidder, out of or under the contract, CESL shall be entitled, and it shall be lawful on its part, to withhold and have a lien to retain such sum or sums, in whole or in part pending finalization or adjudication of any such claim from-

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(a) any security or retention money, if any, deposited by the Selected Bidder.

(b) any sum(s) payable till now or hereafter to the Selected Bidder under the same Contract or any other contract with CESL if the security is insufficient or if no security has been taken from the Selected Bidder.

2) Where the Selected Bidder is a partnership firm or a limited company, CESL shall be entitled, and it shall be lawful on its part, to withhold and have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company whether in its capacity or otherwise.

3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under clause GCC 11 and/ or 12. The Selected Bidder shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Selected Bidder.

4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the Selected Bidder (including the security deposit returnable to it) under the contract may be withheld or retained by way of lien by CESL or Government against any claim of CESL or Government in respect of payment of a sum of money arising out of or under any other contract made by the Selected Bidder with CESL or Government.

10.5 Payment Against Time-Barred Claims

All claims against CESL shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. CESL is entitled to, and it shall be lawful for it to reject such claims.

10.6 Commissions and Fees

The Selected Bidder shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format like Bidder Information, as per the format prescribed vide Form 17 in Section IX of this Tender Document.

11. Resolution of Disputes

11.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the Selected Bidder within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated

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authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1) Adjudication

2) Conciliation

3) Arbitration

11.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of CESL, thereon shall be final and binding on the Selected Bidder. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where CESL has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

2) Issues related to the pre-award Tender process or conditions

3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the Selected Bidder.

4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to

   (a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government

   (b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard

   (c) Purchase preference policies regarding MSEs and Start-ups

11.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of CESL, the Selected Bidder shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head (Contracts) or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During its adjudication, the Adjudicator shall give adequate opportunity to the Selected Bidder to present its case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to it. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the

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Serial No : 162B840

adjudicator fails to notify its decision within the abovementioned time-frame, the Selected Bidder may proceed to invoke the process of Conciliation as follows.

11.4 Conciliation of disputes

1) Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Chief Executive Officer. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Chief Executive Officer shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.

3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

   (a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or

   (b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or

   (c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator

6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

11.5 Arbitration Agreement

11.5.1 This Agreement

1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.

2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

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User ID : mahendra.singh
Serial No : 162B840

3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

11.5.2 Notice for Arbitration

1) **Authority to Appoint Arbitrator(s)**: For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Chief Executive Officer of Convergence Energy Services Limited and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

2) In the event of any dispute as per GCC-clause 11.1 above, if the Adjudicator fails to decide within 60 days (as referred in 11.3 above), or the Conciliation is terminated (as referred in sub-clause 11.4 above) then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute" (clause 11.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.

3) The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as Well as the amount of claim item-wise.

11.5.3 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

11.5.4 Appointment of Arbitrator

1) Qualification of Arbitrators:

(a) In the case of retired officers of CESL, it shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

(b) It/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of its/ their duties as officers of CESL, expressed views on any or all the matters under dispute or differences. A certification to this effect (as per Format 1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely because one or more arbitrators had in the course of its service, an opportunity to deal with the matters to which the contract relates or who in the course of its/ their duties expressed views on all or any of the matters under dispute.

(c) An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which it has been appointed in the past.

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Serial No : 162B840

(d) Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

2) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from its office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or its award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in its/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

3) Appointment of Arbitrator

(a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the Selected Bidder, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.

(b) The Selected Bidder shall be asked to nominate at least two names out of the panel for appointment as its nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Selected Bidder's nominees.

(c) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of CESL. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empaneled to work as Arbitrators duly indicating their retirement date to the Selected Bidder within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.

(d) The Selected Bidder shall be asked to nominate at least 2 names out of the panel for appointment as its nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the Selected Bidder's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Selected Bidder's nominees.

(e) If the Selected Bidder does not suggest its nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Selected Bidder.

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Serial No : 162B840

11.5.5 Failure to appoint Arbitrators.

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

11.5.6 The Arbitral Procedure

1) **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.

2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at its discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.

3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.

4) The claimant shall submit to the Arbitrator(s) with copies to the respondent its claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.

5) On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.

6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.

8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.

9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such

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Serial No : 162B840

extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

(a) The dispute is to be decided based on written pleadings only.
(b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
(c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
(d) The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

11) **Powers of Arbitral Tribunal to grant Interim Relief:** The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.

12) **Confidentiality:** As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.

13) **Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by CESL, continue during the arbitration proceedings, and no payment due or payable by CESL shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether the performance of the contract or payment therein should continue during arbitration proceedings.

11.5.7 The Arbitral Award

1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.

3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.

4) The award of the arbitrator shall be final and binding on the parties to this contract.

5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or

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Serial No : 162B840

interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.

6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

11.5.8 Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

11.5.9 Cost of Arbitration and fees of the Arbitrator(s)

1) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by CESL and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by CESL or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.

3) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

12. Defaults, Breaches, Termination, and closure of Contract

12.1 Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the Selected Bidder undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour its obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects CESL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

1) **Default in Performance and Obligations:** if the Selected Bidder fails to deliver any or all the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by CESL.

2) **Insolvency:** If the Selected Bidder being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of its estate made against it or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of its effects or enter into any

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ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

assignment or composition with its creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

3) **Liquidation:** if the Selected Bidder is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Selected Bidder, giving two Weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Selected Bidder would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

12.1.3 Terminations for Default

1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two Weeks of its issue as per sub-clause above, CESL, if so decided, shall by written Notice of Termination for Default sent to the Selected Bidder, terminate the contract in whole or in part, without compensation to the Selected Bidder.

2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to CESL after that.

3) Unless otherwise instructed by CESL, the Selected Bidder shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the termination.

12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, CESL shall take one; or more of the following contractual remedies.

1) Temporary withhold payments due to the Selected Bidder till recoveries due to invocation of other contractual remedies are complete.

2) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

3) Recover liquidated damages and invoke denial clause for delays.

4) Encash and/ or Forfeit performance or other contractual securities.

5) Prefer claims against insurances, if any.

6) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

7) **Risk and Cost Procurement:** In addition to termination for default, CESL shall be entitled, and it shall be lawful on its part, to procure Goods like those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Selected Bidder. Such 'Risk and Cost Procurement'

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Serial No : 162B840

must be contracted within six months from the breach of Contract. The Selected Bidder shall be liable for any loss which CESL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Selected Bidder shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of CESL. It shall not be necessary for CESL to notify the Selected Bidder of such procurement. It shall, however, be at the discretion of CESL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

8) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

12.1.5 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Selected Bidder to CESL, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Selected Bidder to indemnify CESL concerning IPR infringement.

12.2 Termination for Default/ Convenience of CESL and Frustration

12.2.1 Notice for Determination of Contract

1) CESL reserves the right to terminate the contract, in whole or in part for its (CESL's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the Selected Bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of CESL or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the Selected Bidder's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3) Unless otherwise instructed by CESL, the Selected Bidder shall continue to perform the contract to the extent not terminated.

4) All warranty obligations, if any, shall continue to survive despite the termination.

5) The Goods and incidental Works/ Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the Selected Bidder's receipt of the notice of termination shall be accepted by CESL as per the contract terms. For the remaining Goods and incidental Works/ Services, CESL may decide:

   (a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or

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Serial No : 162B840

(b) To cancel the remaining portion of the Goods and incidental Works/ Services and compensate the Selected Bidder by paying an agreed amount for the cost incurred by the Selected Bidder, if any, towards the remaining portion of the Goods and incidental Works/ Services.

12.2.2 Frustration of Contract

1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, CESL shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

2) However, the following shall not be considered as such a supervening cause.

(a) Lack of commercial feasibility or viability or profitability or availability of funds

(b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3 Closure of Contract

12.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the Selected Bidder shall submit a 'No-claim certificate' to CESL requesting the release of its contractual securities, if any. CESL shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Selected Bidder. The Selected Bidder shall not be entitled to make any claim whatsoever against CESL under or arising out of this Contract, nor shall CESL entertain or consider any such claim, if made by the Selected Bidder, after it shall have signed a "No Claim" Certificate in favour of CESL. The Selected Bidder shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

12.3.2 Closure of Contract

The contract shall stand closed upon

1) successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.

2) termination and settlements after that, if any, as per GCC-clause 12.1 or 12.2 above.

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13. Code of Integrity in Public Procurement; Misdemeanors and Penalties

13.1 Code of Integrity

Procuring authorities as Well as Bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) **"Corrupt practice"** - making offers, solicitation or acceptance of a bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Tender process or to secure a contract or in the execution of the contract;

3) **"Anti-competitive practice"** - any collusion, Bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of CESL, that may impair the transparency, fairness, and the progress of the Tender Process or to establish Bid prices at artificial, non-competitive levels;

4) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

5) **"Conflict of interest"** –participation by a Bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one Bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of CESL who are directly or indirectly related to Tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from CESL with an intent to gain unfair advantage in the Tender Process or for personal gain;

6) **"Obstructive practice"** - materially impede CESL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CESL's rights of audit or access to information;

13.2 Obligations for Proactive Disclosures

1) Procuring authorities as Well as Bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *Suo moto* proactively declare any conflicts of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or

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Serial No : 162B840

execution of the contract. Failure to do so shall amount to a violation of this code of integrity; and

2) Any Bidder must declare, whether asked or not in a Bid-document, any previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so shall amount to a violation of this code of integrity.

3) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by CESL. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the Bidder's actions in the Tender and subsequent contract.

13.3 Misdemeanors and Penalties

The following shall be considered misdemeanors - if a Bidder/ Selected Bidder either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) commits any of the following misdemeanors:

   (a) violates the code of Integrity mentioned in GCC-clause 13.1 or GCC-Clause 10.1.6 (Fall clause) or the Integrity Pact if included in the Tender/ Contract;

   (b) any other misdemeanor, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by Bid Security.

2) commits any of the following misdemeanors:

   (a) has been convicted of an offence:

      i. under the Prevention of Corruption Act, 1988; or

      ii. the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

   (b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

   (c) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where it could corrupt government servants or employs a government officer within one year of its retirement, who has had business dealings with it in an official capacity before retirement.

13.4 Punitive Provisions

Without prejudice to and in addition to the rights of CESL to other penal provisions as per the Tender Document or contract, if CESL concludes that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in

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Serial No : 162B840

executing a contract, CESL may take appropriate measures including one or more of the following:

13.4.1 if its Bids are under consideration in any procurement

1) Forfeiture or encashment of Bid Security.

2) calling off any pre-contract negotiations, and;

3) rejection and exclusion of Bidder from the Tender Process

13.4.2 if a contract has already been awarded

1) Cancellation of the relevant contract and recovery of compensation for loss incurred by CESL;

2) Forfeiture or encashment of any other security or bond relating to the procurement;

3) Recovery of payments including advance payments, if any, made by CESL along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

13.4.3 Provisions in addition to the above:

1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;

3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

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Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
GCC 1: General		
GCC 1.1	Tenets of Interpretation	
GCC 1.2	Definitions	As per Annexure B in Section X
GCC 1.3	Document Conventions	
GCC 1.4	Abbreviations	As per Annexure A in Section X
GCC 2: The Contract		
GCC 2.1	Language of Contract	English
GCC 2.2	The Entire Agreement	
GCC 2.3	Severability	
GCC 2.4	Parties	
GCC 2.5	Contract Documents and their Precedence	All Orders / Laws / Acts, etc. mentioned in the Tender Document
GCC 2.6	Modifications/Amendments, Waivers and Forbearances	
GCC 3: Governing Laws and Jurisdiction		
GCC 3.1	Governing Laws and Jurisdiction	The Courts of Delhi shall have exclusive jurisdiction
GCC 3.2	Changes in Laws and Regulations	**Equality for Bidders:** Article 19 (1) (g) of the Constitution of India (under Part III – 'Fundamental Rights') grants all its citizens the right "to practice any profession or to carry out any occupation, trade or business". This has been interpreted by courts in a way to ensure that every citizen of India has a right to get equal opportunity to bid for and be considered for a public procurement contract. However, this provision does permit stipulation of reasonable eligibility or pre-qualification criteria for the selection of successful bidders in a public procurement contract. **Other Mercantile Laws:** A procurement contract besides being a commercial transaction is also a legal transaction. There are several commercial/mercantile laws that are applicable equally to the private sector and public procurement, such as the Indian Contract Act, Sales of Goods Act, Arbitration and Conciliation Act, and so on. a. The Constitution of India; b. Indian Contracts Act, 1872; c. Sale of Goods Act, 1930; d. Arbitration and Conciliation Act, 1996 read with the Arbitration and Conciliation (Amendment) Act, 2015 and 2021;

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Subject : GN MAHENDRA SINGH , SERIAL NUMBER=5deabfc6d23672f81d4da801b75
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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		e. Competition Act, 2002 as amended with Competition (Amendment) Act, 2007; f. Micro, Small and Medium Enterprises Development (MSME Development) Act, 2006; g. Information Technology Act, 2000 (IT Act, regarding e-procurement and e-auction, popularly called the Cyber Law); h. Right to Information (RTI) Act 2005; i. Central Vigilance Commission Act, 2003; j. Delhi Special Police Establishment Act, 1946 (basis of the Central Bureau of Investigation); k. Prevention of Corruption Act, 1988; l. The Foreign Trade (Development and Regulation) Act, 1992 and the Foreign Trade Policy (EXIM Policy), 2015; Foreign Exchange Management Act (FEMA), 1999 and FEMA (Current Account Transactions) Rules, 2000. The elements and principles of contract law and the meaning and import of various legal terms used in connection with the contracts are available in the Indian Contract Act, 1872 read with the Sale of Goods Act, 1930.
GCC 4: Communications		
GCC 4.1	Communications	
GCC 4.2	The Persons signing Communications	Head (Contracts)
GCC 4.3	Address of the parties for sending communications by the other party	Convergence Energy Services Limited (CESL) Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003
GCC 5: Selected Bidder's Obligations and Restrictions on its Rights		
GCC 5.1	Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business	
GCC 5.2	Obligation to Maintain Eligibility and Qualifications	
GCC 5.3	Restriction on Potential Conflict of Interests	
GCC 5.4	Consequences of a breach of Obligations	
GCC 5.5	Assignment and Sub-contracting	Sub-contracting allowed for specialized works such as Fleet Management (including hiring of Drivers), Repair & Maintenance of E-Car(s) / Annual Maintenance Contract (AMC) of E-Car(s). Such sub-contracting shall not relieve the Contractor from any of its liability or obligation under the terms and conditions of the Contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not circumvent Contractor's compliance with its

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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		obligations, based on which the contract was awarded to him.
GCC 5.6	Indemnities for breach of IPR Rights	
GCC 5.7	Confidentiality, Secrecy and IPR Rights	
GCC 5.8	Performance Security	Successful Bidder(s) of a Zone are required to furnish Performance Security of value equivalent to 5% of the Contract Value to be calculated in the following manner: PS = 5% X Contract Value $= 5\% \text{ X ADQ X } \{[15,22,857] + \frac{[(LF_{L1} X 15,22,857 X 60) - 15,22,857]}{5} + \frac{[10\% \text{ X} 25,273 X 60 X 50\%]}{5}\}$ where, i. PS is the Performance Security in terms of ₹ to be provided by the Successful Bidder to whom CESL has issued an LoA for the respective Zone. ii. ADQ is the Total Anticipated Drawal Quantity awarded to the Bidder which is the quantity awarded to the respective Successful Bidder, to whom CESL has issued an LoA for the respective Zone. iii. LF_{L1} is the Lease Factor quoted by the L1 Bidder iv. Rs. 15,22,857 is the OEM Listed Unit Price, which shall be considered for the purpose of calculation of Performance Security in this Tender v. 60 Months is number of months in the E-Car Lease Period vi. 5 Years is number of years in the E-Car Lease Period vii. 10% is the Supervision and Management Charges viii. Rs 25,273 is the Fixed CTC of a Driver, which shall be considered for the purpose of calculation of Performance Security in this Tender ix. 50% is the anticipated percentage of Purchase Orders where the Selected Bidder must provide Driver *Illustrative* If LF_{L1}= 2.015% If ADQ = 700 Then, $PS = = 5\% \text{ X ADQ X } \{[15,22,857] + \frac{[(LF_{L1} X 15,22,857 X 60) - 15,22,857]}{5} + \frac{[10\% \text{ X} 25,273 X 60 X 50\%]}{5}\}$

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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		$= 5\% \text{ X } 700 \text{ X } \{[15,22,857] + \frac{[(2.015\% \text{X} 15,22,857 \text{X} 60) - 15,22,857]}{5} + \frac{[10\% \text{ X} 25,273 \text{X} 60 \text{X} 50\%]}{5}\}$ = ₹ 5,56,34,087 Provided that Performance Security is to be furnished for each Zone separately. Performance Security should remain valid for a period as below: Total Period = 1 year (LoA Delivery Period) + 45 Days (Delivery Period if PO is issued on last date of LoA Delivery Period) + 5 years (E-Car Lease Period / Agreement Period) + 60 Days (Claim Period) or till completion of all contractual obligations of the Selected Bidder(s)/Service Provider(s). Any delay in submission of Performance Security would be deemed as accruing of financial benefit to the Selected Bidder(s) and CESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to Selected Bidder(s) for the period of delay. However, this provision does not bind CESL in any way from proceeding against the Selected Bidder (including forfeiture of Bid Security, cancellation of the LoA/PO, etc.) for non-compliance towards non-submission of the Performance Security. In case Selected Bidder(s) provides Performance Security for shorter duration, it shall be for a minimum period of 3.5 years and CESL reserves the right to invoke Performance Security in case extended Performance Security/fresh Performance Security is not furnished at least 90 days prior to the expiry of original Performance Security. In this regard, further an undertaking must be submitted by the Selected Bidder(s) that if the Selected Bidder fails to provide second Performance Security, then CESL has right to impose penalty and forfeit the original Performance Security. No interest on Performance Security will be payable to the Selected Bidder(s). Under no circumstance, exemption from Performance Security is permitted. The Bank Guarantee for Performance Security shall be considered effective only when BG issuance message is transmitted by the issuing bank through SFMS to CESL's Bank as per below given details:

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Serial No : 162B840

GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		ICICI Bank include unique identifier CESL578807920 in the field 7037 of the SFMS cover message with IFSC Code ICIC0000007 BG Advancing Message - IFN 760COV / IFN 767 COV via SFMS Field Number: 7037 Particulars (to be mentioned in Row 1): CESL578807920
GCC 5.9	Permits, Approvals and Licenses	
GCC 5.10	Book Examination Clause	Applicable
GCC 5.11	Custody and return of CESL's Materials/ Equipment/ Documents loaned to Selected Bidder	
GCC 5.12	Labour Codes and Related Obligations	As per Eligibility Criteria in Section VIII
GCC 6: Scope of Supply and Technical Specifications		
GCC 6.1	The Scope of Supply	As per Section VI
GCC 6.2	Technical Specifications and Standards	As per Section VII
GCC 6.3	Quantity Tolerance	Rate Contract
GCC 6.4	Eligible Goods - Country of Origin and Minimum Local Content	Country of Origin of Goods – India Minimum Local Content – 20%
GCC 6.5	Option Quantity Clause	Applicable. However, since this is a Rate Contract, decrease can be up to 100% of the awarded Anticipated Drawal Quantity.
GCC 6.6	Spares in Supply of Capital Goods/Machinery and Plant	As per Section VI
GCC 6.7	Warranty/ Guarantee	As per Section VI
GCC 6.8	Additional Conditions for Rate Contracts	As per Section VI
GCC 6.8.2	Applicability of Fall Clause	Applicable
GCC 6.8.3	Supply Orders and Deliveries	Basis the lowest Bid discovered for each Zone, CESL shall approach potential Clients in respective Zones, to execute a CESL-Client Agreement with each Client. Alternatively, CESL may enter other forms of arrangements with Clients such as Work Order or Contract, for provision of Services under this Tender. Further, CESL may also issue Purchase Order to the Selected Bidder(s) for self-usage of Services under this Tender. The scope of work of the Service Provider shall be as per this Tender, Letter of Award and Purchase Order(s).

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Serial No : 162B840

GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		Subsequently, CESL will issue Purchase Orders (PO) to the Selected Bidder(s)/Selected Bidder(s) of each Zone in the following manner. **Order Filling**: A phased bucket filling approach shall be followed prioritizing L1 and L_M in that order, wherein each phase shall comprise of 20% (+/- 10%) of maximum possible total orders. However, CESL shall reserve the right to change the order filing criteria, at its own discretion, based on performance of the Selected Bidder(s) for each Zone. Illustrative:

#	Phase #	L1	L_M
		Max Anticipated Drawal: 700 (70% of 1000)	Max Anticipated Drawal: 300 (30% of 1000)
	Zone: Zone 1 **Quantity of Anticipated Drawal**: 1000 **Eligible Bidders:** L1 and L_M (as shown in Case No 2 under ITB 13.1.2 in Section III)		
1	Phase 1	140 (20% of 700)	60 (20% of 300) Post order filing of L1 under Phase 1
2	Phase 2 (Post completion of Phase 1)	140 (20% of 700) Post order filing of L_M under Phase 1	60 (20% of 300) Post order filing of L1 under Phase 2
3	Phase 3 (Post completion of Phase 2)	140 (20% of 700) Post order filing of L_M under Phase 2	60 (20% of 300) Post order filing of L1 under Phase 3
4	Phase 4 (Post completion of Phase 3)	140 (20% of 700) Post order filing of L_M under Phase 3	60 (20% of 300) Post order filing of L1 under Phase 4
5	Phase 5 (Post completion of Phase 4)	140 (20% of 700) Post order filing of L_M under Phase 4	60 (20% of 300) Post order filing of L1 under Phase 5

GCC 7 and 8: Inspection and Quality Assurance		
GCC 7.1	Tests and Inspections	As per Section VII
GCC 7.2	Consequence of Rejection	

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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
GCC 7.3	Inspections at the last moment	
GCC 7.4	Consignee's right of Rejection of Inspected Goods	
GCC 8: Packing, Transportation, Insurance and Receipt		
GCC 8.1	Packing Specifications and Quality	The Selected Bidder(s) shall ensure: 1. minimize use of Plastic during the manufacturing, packaging, or transportation of the E-Car(s). 2. use eco-friendly materials while (i) avoiding using concrete as much as possible as the material; (ii) giving preference to Natural materials like bamboo and wood
GCC 8.2	Packing Instructions	
GCC 8.3	Transfer of Title of Goods	
GCC 8.4	Transportation	Till Client Site, responsibility shall be of the Bidder
GCC 8.5	Freight	Not applicable
GCC 8.6	Insurance	The Selected Bidder is required to transport the Goods, as specified in the Purchase Order(s) to place(s) of Destination(s). Transport to such place of destination, including Insurance, shall be arranged by the Service Provider. The Service Provider is to ensure all safety guidelines, rules and regulations, labour laws, etc. Service Provider shall indemnify CESL and/or its Client for any accident, injury met by its labour, employee or any other person working for it. Any compensation sought by its labour, employee or any other person working for it shall be paid by the Service Provider, as per settlement solely. CESL shall have no role to play in this.
GCC 8.7	Receipt of Consignment	
GCC 9: Terms of Delivery and Delays		
GCC 9.1	Effective Date of Contract	
GCC 9.2	Time is the Essence of the Contract	
GCC 9.3	Destination Places	As per Purchase Order(s) issued by CESL
GCC 9.4	Terms of Delivery	As per Service Level Agreement (SLA)
GCC 9.5	Part Supplies	
GCC 9.6	Progressing of Deliveries	
GCC 9.7	Notification of Delivery	
GCC 9.8	Dispatches at the last moment or after the expiry of the delivery	
GCC 9.9	Delay in the Selected Bidder's performance	As per Service Level Agreement (SLA)

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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
GCC 9.10	Inordinate Delays	
GCC 9.11	Extension of Delivery Period	
GCC 9.12	Liquidated Damages	As per Service Level Agreement (SLA)
GCC 9.13	Force Majeure	A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's nonperformance entirely, but only suspends it for the duration of the FM. The firm must give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
GCC 10: Prices and Payments		
GCC 10.1	Prices	As per Section VI
GCC 10.1.5	Price Variation	Not Applicable No upward price variation will be admissible. However, a downward price variation would be availed by CESL. In the event of any decrease of indices during the currency of the contract, Bidder shall promptly notify this to CESL and offer the requisite reduction in the Lease Factor.
GCC 10.1.6	Fall Clause	Applicable
GCC 10.2	Taxes and Duties	As per Section VI
GCC 10.2 (6)	Custom Duty	Not Applicable

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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
GCC 10.3	Terms and Mode of payments	As per Section VI
GCC 10.3.4	Advance Payment	Not Applicable
GCC 10.4	Withholding and lien in respect of sums claimed	
GCC 10.5	Payment against Time-Barred Claims	
GCC 10.6	Commissions and Fees	Not Applicable
GCC 11: Resolution of Disputes		
GCC 11.1	Disputes and Excepted Matters	
GCC 11.2	Excepted Matters	
GCC 11.3	Adjudication	
GCC 11.4	Conciliation of disputes	
GCC 11.5	Arbitration Agreement	Authority to appoint Arbitrator is Chief Executive Officer (Convergence Energy Services Limited)
GCC 12: Defaults, Breaches, Termination, and closure of Contract		
GCC 12	Termination due to Breach, Default, and Insolvency	**Termination for Default** CESL may, without prejudice to any other remedy for breach of terms under the Purchase Order or LoA issued to the Service Provider, by written notice of default sent to the Service Provider, terminate the Purchase Order or LoA in whole or part, in following situations, a) Service Provider fails to commence Services to the Client within Delivery Period (45 Days), or failure to continue providing the Services to the Client during the E-Car Lease Period; or, b) Service Provider assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Tender / LoA / Purchase Order / the Contract Agreement; or any other forms of arrangement, as applicable. c) Service Provider transfers or novates any of its rights and/ or obligations under this this Tender / LoA / Purchase Order / the Contract Agreement or any other forms of arrangement, as applicable, in a manner contrary to their provisions; except where such transfer i. is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Tender / LoA / Purchase Order / the Contract

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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		Agreement or any other forms of arrangement, as applicable ii. is to a transferee who assumes such obligations under this Tender / LoA / Purchase Order / the Contract Agreement or any other forms of arrangement, as applicable, and such arrangement, remains effective with respect to the transferee; d) if (a) the Service Provider becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding-up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the Service Provider, or (c) the Service Provider goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the Service Provider will not be a Service Provider Event of Default (in relation to Contract Agreement) if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Service Provider and expressly assumes all obligations of the Service Provider under this Tender / LoA / Purchase Order / the Contract Agreement or any other forms of arrangement, as applicable and is in a position to perform them; or e) Service Provider repudiates this this Tender / LoA / Purchase Order / the Contract Agreement or any other forms of arrangement, as applicable and does not rectify such breach within a period of thirty (30) days from a notice from CESL or the Client in this regard; or f) Except where due to any failure of Client to comply with its material obligations under the relevant CESL-Client Agreement or any other forms of arrangement, as applicable, the Service Provider is in breach of any of its material obligations pursuant to this Tender / LoA / Purchase Order / the Contract Agreement or any other forms of arrangement, as applicable, and such material breach is not rectified by the Service Provider within thirty (30) days of receipt of first notice in this regard given by the CESL or the Client; or g) Occurrence of any other event which is specified in this this Tender / LoA / Purchase Order / Contract Agreement or any other forms of

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Serial No : 162B840

GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		arrangement, as applicable, to be a material breach/ default of the Service Provider; or h) If the Service Provider, in the judgment of CESL has engaged in corrupt or fraudulent practices in competing for or in executing services/deploying equipment as required under this Tender / LoA / Purchase Order / the Contract Agreement or any other forms of arrangement, as applicable. i) In the event CESL terminates the Purchase Order or LoA in whole or in part, CESL may procure, upon such terms and in such manner as it deems appropriate, equipment or services like those undelivered, and the Service Provider shall be liable to CESL for any excess costs for such similar equipment or services. However, the Service Provider shall continue the performance of the LoA or Purchase Order to the extent not terminated. **Consequences of Termination of LoA/Purchase Order** In the event of an early termination of a the LoA and/or the Purchase Order or a part thereof, the Service Provider having deployed E-Car(s) under the said Purchase Order shall be entitled to take peaceful possession of the E-Car(s) and its accessories, and receive the Foreclosure Value, as determined hereinunder. a) The present value of future cash flows of the Service Provider from the Project, on account of Type 1 and Type 2 Costs as defined in Section 5, discounted at an annual rate of eight percent (8%) as on the date of termination or partial termination of LoA/Purchase Order ("Net Present Value"); b) Provided that the future cash flows, only on account of E-Car(s) deployed with the Client (as supported by acknowledgement receipts provide by the Client) shall be considered for calculation of Net Present Value. c) All amounts due, but not paid by CESL, provided the same is paid by the Client, including the aggregated amount due to be paid towards supplementary invoice, for Services rendered under the Project by the Service Provider, shall be calculated, and factored in to arrive at the net outstanding receivables of the Service Provider ("Outstanding Receivables"); d) All amounts due, but not paid by the Service Provider, including penalties due to non-compliance of SLAs by the Service Provider, but not paid or recovered from the Service Provider,

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GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
		for the Services rendered by the Service Provider, shall be calculated and factored in to arrive at the net outstanding payables by the Service Provider ("Outstanding Payables"); e) Foreclosure Value shall be equal to the sum of Net Present Value and Outstanding Receivables; reduced by Outstanding Payables f) Provided that in cases wherein the date of termination/partial termination of Purchase Order lies between the date of issuance of Purchase Order and the Date of Deployment, then the Foreclosure Value shall be limited to the actual cost borne by the Service Provider (supported by documental proofs) towards the provision of Services, till the said date of termination/partial termination.
GCC 12.1.4 (7)	Risk and Cost Procurement	Applicable
GCC 12.3	Closure of Contract	The procedure of contract closure and release of Performance Security shall be as per CESL
GCC 13: Code of Integrity in Public Procurement; Misdemeanors and Penalties		
GCC 13.1	Code of Integrity	In addition, CESL requires that Bidders observe the highest standard of ethics during the procurement and execution of Services under this Tender and compliance of Bidders with the Anti-Corruption Guidelines of EESL and/or CESL. The Bidders must conform to this requirement.
GCC 13.2	Obligations for Proactive Disclosures	
GCC 13.3	Misdemeanors and Penalties	Integrity Pact not applicable
GCC 13.4	Penalties for Misdemeanors	
Additional		
1.	Carbon Credits	CESL shall have the right to prepare and monetize the carbon assets under the Project. CESL shall register the project for carbon credits under Clean Development Mechanism (CDM) and/or voluntary market mechanisms as considered appropriate. CESL shall decide the preparation pathway most suited for availing carbon credits. The Service Provider shall extend support to CESL for the project preparation and registration under CDM and/or Voluntary market mechanisms. The revenues shall remain wholly with CESL CESL shall bear the registration costs (including third party costs) incurred for preparation of the Carbon Asset payable to CESL.

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• GCC 6.7, GCC 9.9, GCC 9.11, GCC 9.12, GCC 10.2, GCC 12.1.4 and Clause 8 in Section VI

Liquidated Damages / Service Level Agreement to be observed by the Selected Bidder/Service Provider; at any time during the Agreement Period, CESL reserves the rights to carry out random checks for compliance with the parameters provided in the SLAs and relevant below penalties will apply on the Service Provider for deviations, if any.

#	Agreement Particular	Performance Requirement	Penalty for breach		
			1st Instance	2nd Instance	3rd Instance onwards
			Number of instances will be reset every calendar month		
A	**Related to E-Car Deployment**				
A.1	Location Survey Assessment Report for EV Charging Unit	Service Provider to ensure submission of Location Survey Assessment Report within 30 Days of the issuance of Purchase Order.	A penalty of ₹ 500 per Client premises, per day beyond 30 Days, subject to a cap of 4 Weeks.		
A.2	Timely deployment of registered E-Car(s), along with Services at premises of Client i.e., Liquidated Damages	Service Provider to ensure that Services are commenced within Delivery Period i.e., 45 days from the date of issuance of Purchase Order.	A penalty of an amount 1.5 times Per Day Lease, per E-Car for each day, without commencement of Services or a part thereof, subject to a cap of 10 Weeks, beyond Delivery Period, i.e., 45 days from the date of issuance of Purchase Order. Provided that during the above (delayed) period, the Service Provider may commence Services with any replacement vehicle(s), in which case, the above penalty shall be relaxed.		
B	**Related to Services (E-Car)**				
B.1	Availability of the deployed E-Car during its Scheduled / Corrective / Maintenance	The Service Provider shall arrange for replacement vehicle for each day during the period for which the deployed E-Car is under maintenance. In an event of a breach, Client shall be free to arrange a vehicle on its own till the restoration of Services, through the normally deployed E-Car or the replacement vehicle by the Service Provider.	A penalty of an amount 1.5 times Per Day Lease, per E-Car for each Day of replacement vehicle arranged by the Client		
B.2	Availability of the deployed E-Car during its Breakdown Maintenance	In case of a Breakdown within the Contracted Boundary, the Service Provider must provide a replacement vehicle, within 2 hours (In case of non-availability of a replacement vehicle, the Client shall be free to arrange a vehicle on its own).	A penalty of an amount 1.5 times Per Day Lease, per E-Car for each Day of replacement vehicle arranged by the Client		

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#	Agreement Particular	Performance Requirement	Penalty for breach		
			1st Instance	2nd Instance	3rd Instance onwards
			Number of instances will be reset every calendar month		
		Non availability of normally deployed E-Car beyond 5 Days from the Day of breakdown (10 Days in case of major breakdown i.e., repair cost (or estimated) of the E-Car is more than ₹ 1,00,000)	₹ 500/- per E-Car for each Day beyond the stipulated time		
B.3	Availability of the deployed E-Car during Accidental Maintenance	In case of an Accident within the Contracted Boundary, the Service Provider must provide a replacement vehicle, within the following timelines (In case of non-availability of a replacement vehicle, the Client shall be free to arrange a vehicle on its own): In cases where the Service Provider is required to provide Driver in accordance with the relevant Purchase Order – 2 hours In cases where the Service Provider is not required to provide Driver in accordance with the relevant Purchase Order – 5 days	A penalty of an amount 1.5 times Per Day Lease, per E-Car for each Day of replacement vehicle arranged by the Client		
		Non availability of normally deployed E-Car beyond 5 Days from the Day of accident (10 Days in case of major accident i.e., repair cost (or estimated) of the E-Car is more than ₹ 1,00,000)	₹ 500/- per E-Car for each Day beyond the stipulated time		
B.4	Liveries for the E-Car	Each instance of any E-Car related Livery(ies) not being provided/maintained, as per the terms of this Tender (and reported so by the Client), shall be treated as an instance of breach of SLA.	₹ 50/-	₹ 100/-	₹ 200/-
C	**Related to Services (Driver), in cases where the Service Provider is required to provide Driver(s) in accordance with the relevant Purchase Order**				
C.1	Availability of Designated Driver during the duty hours	The Designated Driver along with deployed E-Car shall report for Duty at location and time as designated by the Client. Any delay (as reported by the Client			

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#	Agreement Particular	Performance Requirement	Penalty for breach		
			1st Instance	2nd Instance	3rd Instance onwards
			Number of instances will be reset every calendar month		
		through Digital Logbook) will be treated as a breach of SLA, in the manner below:			
		Delay of up to 30 minutes	No fine	No fine	₹ 200/-
		Delay of over 30 Minutes. (In such a case, the Client will be free to arrange for its own Driver and/or E-Car.)	₹ 100/-	₹ 200/-	₹ 300-
			A penalty of an amount 1.5 times Per Day Lease, per E-Car for each Day of replacement vehicle arranged by the Client		
C.2	Liveries for the Driver	Each instance of any Driver related Livery(ies) not being provided/maintained, as per the terms of this Tender (and reported so by the Client), shall be treated as an instance of breach of SLA.	₹ 50/-	₹ 100/-	₹ 150/-
C.3	Liveries for the E-Car	Each instance of any E-Car related Livery(ies) not being provided/maintained, as per the terms of this Tender (and reported so by the Client), shall be treated as an instance of breach of SLA. It is provided that the penalties for such breach of E-Car related liveries to be provided in cases where the Service Provider is required to provide a Driver in accordance with the Purchase Order, will be in addition to E-Car related liveries to be provided in cases where the Service Provider is not required to provide a Driver in accordance with the Purchase Order	₹ 100/-	₹ 200/-	₹ 300/-
C.4	Maintenance of Digital Logbook	The Service Provider is expected to update all the entries in the Digital Logbook by the 1st Day of the next month and get it approved by the Client. Each instance of failure to get the Digital Logbook approved, shall be treated as an instance of breach of SLA.	₹ 200/- per E-Car for each day of delay		
Per Day Lease shall be defined as Monthly Lease divided by 30 i.e., number of Days in a Month.					

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#	Agreement Particular	Performance Requirement	Penalty for breach		
			1st Instance	2nd Instance	3rd Instance onwards
			Number of instances will be reset every calendar month		
In cases where the Service Provider in fulfilment of its obligations under this Tender, is providing ICE vehicles as a replacement of the normally deployed / to be deployed E-Car, the Service Provider will bear all expenses of fuel either by directly incurring the related expenses or reimbursing the Client if incurred by the latter, subject to a maximum of 80 kilometers per Day. In cases where the Service Provider in fulfilment of its obligations under this Tender, is providing an alternate vehicle (including an ICE vehicles) as a replacement of the normally deployed / to be deployed E-Car, the same shall be of similar Model/Segment/Category as that of the E-Car, normally deployed / to be deployed with the Client. In case of any breach of SLA that is not on account of a factor attributable to the Service Provider (i.e., the breach has happened on account of CESL and/or Client), the Service Provider shall not be liable to pay any SLA related penalties corresponding to a period of SLA breach, which is attributable to CESL and/or Client.					

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SECTION VI: SCHEDULE OF REQUIREMENTS

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Serial No : 162B840

Bill of Quantity (BOQ)

Tender Title			Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis					
Tender ID			1918					
Schedule	Item Sr	Minimum Local Content (%)	Description of Goods	Anticipated Drawal Quantity	Units of Quantity	Delivery Requirements	Destination, State	GSTIN
Schedule-1		Zone 1						
Schedule-1	1.1	20%	E-Car(s)	1000	Nos.	As per Purchase Order(s) and Service Level Agreements (SLAs)	As per Zone 1 and Purchase Order(s)	As applicable
Schedule-2		Zone 2						
Schedule-2	2.1	20%	E-Car(s)	1000	Nos.	As per Purchase Order(s) and Service Level Agreements (SLAs)	As per Zone 1 and Purchase Order(s)	As applicable

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Destination (State) in the above BOQ Table, shall be anywhere, as per below:

Zone 1 Anticipated Withdrawal Quantity = 1000 nos. of E-Car(s)	Zone 2 Anticipated Withdrawal Quantity = 1000 nos. of E-Car(s)
Bihar	Arunachal Pradesh
Jharkhand	Assam
Chandigarh	Manipur
The Government of NCT of Delhi	Meghalaya
Haryana	Mizoram
Himachal Pradesh	Nagaland
Jammu & Kashmir	Sikkim
Ladakh	Tripura
Punjab	Odisha
Uttarakhand	West Bengal
Uttar Pradesh	Andaman and Nicobar Islands
Dadra and Nagar Haveli and Daman & Diu	Andhra Pradesh
Gujarat	Puducherry
Rajasthan	Tamil Nadu
	Chhattisgarh
	Goa
	Karnataka
	Kerala
	Lakshadweep
	Maharashtra
	Madhya Pradesh
	Telangana

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1. General

1.1 Background

1) Improving air quality is one of the forefront agendas for the Government of India, and the transport sector must play an important role in this regard. In this context, E-Mobility has emerged to be an effective solution for reducing carbon emissions from the transport sector. Indeed, the Government of India and various State Governments have given due recognition to this through launch of several policies and schemes promoting the adoption of e-mobility.

2) A common key component in e-mobility policy initiatives across States is to achieve a time-bound target penetration rate of EVs in the overall vehicle mix. This will necessitate large-scale adoption of EVs.

3) States are leading the transformation towards e-mobility through innovative mobility models, tailored to local context and needs. This includes promoting e-buses and e-taxis for public transport, private EVs and shared mobility. In a similar instead, various states are also working towards 100% electrification of the state government fleet, to lead as an example for its citizens in the EV transition.

4) Convergence Energy Services Limited (CESL), a wholly owned subsidiary of Energy Efficiency Services Limited (EESL), under the Ministry of Power, Government of India has been anchoring the EV eco-system development in the country aimed at accelerated roll-out of E-Mobility and related infrastructure. Building further on this momentum, CESL has undertaken an initiative to act as a common platform for demand aggregation and deployment of 4W electric vehicles for potential clients across India. This initiative is hereinafter referred to as 'EV as a Service.'

1.2 Objectives

1) Under EV as a Service, CESL aims to,

   (a) Increase the adoption of EVs among states, inter-alia facilitating State Governments in meeting their target rate of EV adoption in line with their respective e-mobility policies

   (b) Leverage the opportunity available for CESL in the EV ecosystem of the country.

2) Under 'EV as a Service,' CESL intends to provide electric cars (hereinafter as '4W EVs' or 'E-Cars') bundled with end-to-end managed fleet services incl. Vehicle insurance, R&M, Roadside Assistance etc. and Drivers (optional), to its potential clients.

3) To meet this objective CESL, will aggregate demand of E-Cars from various entities across India that may include Central Government, State Government, CPSU, any other Government body, etc. Thereafter CESL through this Tender, will appoint Service Provider(s) for deployment of 2000 nos. of Electric Vehicles on a PAN-India basis, against the aggregated demand.

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2. Salient Features of the Procurement

2.1 Principal Parties in the transaction

There are following three principal parties in the envisaged transaction:

1) **Service Provider(s)**: For each Zone, the Bidder(s) selected through this Tender will be appointed as Service Provider(s). Service Provider(s) will undertake the Services, on behalf of CESL, in accordance with this Tender and subsequently issued Letter of Award and Purchasing Order(s). The Service Provider will provide Services in lieu of a '**Monthly Lease**,' in accordance with this Tender.

2) **Client(s):** The Client may be an entity from anywhere in India, that may include Central Government, State Government, CPSU, any other Government body, etc., receiving the Services in accordance with this Tender and subsequently issued Letter of Award and Purchasing Order(s) including the standard CESL-Client Agreement (or any other form of arrangement) between the entity and CESL. The Client will receive these Services in lieu of a '**Service Fee**,' in accordance with the relevant CESL-Client Agreement (or any other form of arrangement).

3) **Convergence Energy Services Limited (CESL)**: CESL shall procure Services from the Service Provider(s) under this Tender and provide the same to Client(s) in accordance with the relevant CESL-Client Agreement (or any other form of arrangement).

2.2 Demand Aggregation and Purchase Order(s)

1) CESL has aggregated a demand of E-Cars from various entities across India that includes Central Government, State Government, CPSU, any other Government body, etc. Demand aggregation will be a continuous process, which CESL will drive in parallel to the procurement of Services under this Tender and even post selection of Service Providers for each Zone.

2) The demand will be aggregated in terms of total number of E-Car(s) of required Make, Model, Variant, Color etc. (collectively hereinafter referred as 'Model') and requirement of Driver.

3) Subsequently, a Purchase Order shall be issued to the Service Provider, for deployment of E-Car(s) and provision of Services as per this Tender and Letter of Award.

4) The applicable Monthly Lease (in ₹/month) shall be calculated, by multiplying Lease Factor quoted by Bidder with OEM Listed Unit Price (exclusive of applicable GST and applicable TCS) of the respective E-Car, as on the date of issuance of Purchase Order to the respective Selected Bidder/Service Provider, of the respective Zone.

2.3 Limitations on provision of Services under the Tender

1) The Services under this Tender may or may not include the provision of Drivers i.e., Designated Driver, depending on the arrangement between CESL and its Client, and shall be duly reflected in the Purchase Order(s) issued the Service Provider. It is provided that the scope of Services as laid under Clause 8.8 of

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this Section shall be applicable only to the cases wherein the Service Provider has to provide a Driver in accordance with the Purchase Order, whereas those laid under Clause 8 of this Section, except Clause 8.8 shall be applicable all Purchase Orders, irrespective of the requirement to provide a Service Provider in accordance with the Purchase Order.

2) The services under this Tender will have to be made available for deployment with a client, basis the categorization of Cities as X, Y and Z, as per the Annexure to O.M. No. 2/5/2017-E.II(B) dated 07.07.2017[3] "List of cities/towns classified for grant of House Rent Allowance to Central government employees" issued by Government of India, Ministry of Finance, Department of Expenditure, including any amendments or modifications to the same from time to time. Provided that all State Capitals shall be considered Type Y cities, irrespective of their classification under the said Guideline. Each of such location/city shall be hereinafter referred to as an eligible "Geographical Unit."

3) The Service Provider will be required to provide Services under a Purchase Order, provided,

(a) An authorized service center of the relevant E-Car OEM, equipped to provide service for relevant E-Car model, is available in the said Geographical Unit.

(b) The location of CESL's Client is 100 KM (estimated through Google Maps), from the nearest authorized service center of the relevant E-Car OEM.

(c) On the date of issuance of Purchase Order, the total demand of E-Cars across Client(s), in a Geographical Unit, is above a minimum Threshold Demand, as provided in the table below; Provided that the Service Provider may choose to provide Services below the Threshold Demand also and;

Minimum threshold demand required for provision of Services in a Geographical Unit

Type of Geographical Unit (as per DoE, MoF Order)	Minimum number of E-Cars across Client(s) in the Geographical Unit for which the Successful Bidder will be obligated to provide Services	
	In cases where the relevant Purchase Order(s) **does not require** the Service Provider to provide Drivers	In cases where the relevant Purchase Order(s) **requires** the Service Provider to provide Drivers
Type X	1 E-Car	15 E-Cars
Type Y including all State capitals	1 E-Car	30 E-Cars
All others (Type Z)	1 E-Car	50 E-Cars

4) Each CESL-Client Agreement or any other form of arrangement as agreed between CESL and the Client, will identify a **Contracted Boundary**, which shall

[3] https://doe.gov.in/sites/default/files/7th%20July%202017.pdf

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be the relevant Geographical Unit as defined above in Clause 2.3 (2). Such Contracted Boundary shall be intimated to the Service Provider in the relevant Purchase Order released to the Service Provider. A Service Provider shall provide Services inside the Contracted Boundary identified therein, provided that,

5) Client may take the deployed E-Car outside the Contracted Boundary to another Geographical Unit, for a continuous period of maximum thirty (30) Days during which the Services in accordance with the relevant Purchase Order shall be provided to the Client, subject to availability of Services in such Geographical Unit.

6) Further, if such tour/stay/visit extends beyond the above limit of thirty (30) Days, the Service Provider is not liable to provide Services, in case an authorized service center of the relevant E-Car OEM, equipped to provide service for relevant E-Car model, is not available in the said Geographical Unit. In all such cases, Client shall bear the full responsibility including all financial, legal, and statutory risks and all costs in connection to the transportation of the E-Car back to the Contracted Boundary. If Client does not take the necessary steps for such transportation, Service Provider shall have the right to transport the E-Car(s) itself and the Client shall reimburse the Service Provider for any costs incurred in this connection on actuals within thirty (30) calendar days from the date of such demand from Service Provider.

3. Kilometrage

1) The quoted Lease Factor of the Service Provider shall include a monthly maximum mileage of each E-Car, termed as Kilometrage Quota, irrespective of the Make, Model or Variant of the E-Car.

2) The Kilometrage Quota shall be as below:

   (a) Under all Purchase Order(s) wherein the Service Provider must deploy Driver(s) under the Services, 2,000 kms in a Month that shall be reset at the end of every month.

   (b) Under all Purchase Order(s) wherein the Service Provider does not have to deploy Driver(s) under the Services, 24,000 kms in a Year that shall be reset at the end of every Year.

3) Any additional distance in Kilometer travelled by an E-Car over and above the Kilometrage Quota will be reimbursed to the Service Provider at a rate of ₹ 5.00 per km during the entire E-Car Lease Period.

4) Provided that the Kilometrage Quota corresponding to a partial period of a Month or Year, as applicable, shall be calculated on a prorated basis.

4. Costs incurred by Service Provider and its treatment

1) The Service Provider will incur various costs in rendering of Services under this Tender. The Costs have been segregated in the following categories.

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Serial No : 162B840

(a) **Type 1** costs are the costs that the Service Provider will incur and should build these costs in its quoted Lease Factor in adequate consideration of all business risks envisaged during the E-Car Lease Period.

(b) **Type 2** costs are one-time payable costs that are statutory in nature. Service Provider may incur these costs and recover them through its monthly invoices in the manner discussed in Clause 5 of this Section. The Bidder should not build these costs in its quoted Lease Factor.

(c) **Type 3** costs are recurring costs that the Service Provider will incur and recover them through its monthly invoices in the manner discussed in Clause 5 of this Section as additional item(s). The Bidder should not build these costs in its quoted Lease Factor and such costs shall be reimbursed to the Service Provider, on actuals.

(d) **Type 4** costs are the costs that the Client will directly incur and/or reimburse in case incurred by the Service Provider.

2) The table below summarizes costs incurred by the Service Provider and the approach prescribed under this Tender for treatment of such costs by the Bidder/Service Provider.

#	Items	Type of Cost	Remarks, if any
1.	OEM Listed Unit Price of E-Car	Type 1	
2.	Installation and commissioning of EV Charging Unit	Mixed (Type 1 and/or Type 4)	**Type 1:** Service Provider will provide a minimum 10-meter power cable of required rating (if not provided by the OEM); and include it in its quoted Lease Factor. **Type 4:** Other expenses (Civil, Electrical, addl. cable etc.) incurred during installation and commissioning of the EV Charging Unit shall be directly borne by the Client or reimburse on actual basis.
3.	Cost of Motor Insurance	Type 1	
4.	Ancillary cost/charges payable to RTO, at the time of registration of E-Car such as registration charges, hypothecation charges, smart card fee, green tax, road safety cess, parking charges, service fee, user fee, processing fee, postal fee, HSRP etc., which are not linked as percentage of invoice sale value of the E-Car	Type 1	
5.	Statutory taxes payable to RTO at the time of registration of E-Car, such as Motor Vehicle tax **and/or** rebates (such as government subsidy on EVs),	Either Type 2 **OR** Type 4	**Type 2:** Service Provider will incur such cost / receive such rebate, and include it in its Monthly Invoice (refer Clause 5 of this Section).

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Serial No : 162B840

#	Items	Type of Cost	Remarks, if any
	which are linked as percentage of invoice sale value of the E-Car.		**Type 4:** The Client will directly bear such cost or reimburse in case borne by the Service Provider.
6.	Cost of Fleet Management (Repair and Maintenance, Warranty, Road-Side Assistance, etc.)	Type 1	
7.	Services rendered beyond Kilometrage Quota	Type 3	
8.	Cost of Driver remuneration	Type 3	Applicable only in cases where the Service Provider must deploy Driver(s) in accordance with the relevant Purchase Order
9.	Supervision and Management Charge	Type 3	Applicable only in cases where the Service Provider must deploy Driver(s) in accordance with the relevant Purchase Order
10.	Cost of EV Charging	Type 4	
11.	Statutory charges/duties/levies applicable on **possession and usage of** E-Car such as Toll tax, FASTag usage charges, Parking fee, Octroi etc.	Mixed (Type 3 and/or Type 4)	**Type 3 and/or Type 4:** In cases where the Service Provider must deploy Driver(s) in accordance with the relevant Purchase Order **Type 4:** In cases, where the Service Provider is not required to deploy Driver(s) in accordance with the relevant Purchase Order

5. Invoice and Payment Terms

1) For each E-Car deployed with a client, mileage clocked by the E-Car and the duty hours logged by its designated Driver (in case applicable in accordance with the relevant Purchase Order), will be approved by the representative designated by the Client, at the end of each month for the Services rendered during the month or a part thereof.

2) The Service Provider will raise a monthly invoice to CESL. For each E-Car deployed with a Driver with the Client, such invoice shall include,

(a) Billing for Type 1 costs, calculated for each E-Car in the manner as below:

$B_1 = P \times LF$

Wherein,

B_1 is the Billing of Type 1 costs for the billing month

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Serial No : 162B840

P is the OEM Listed Unit Price of the E-Car, as on the date of issuance of Purchase Order

LF is the Lease Factor.

(b) Billing for Type 2 costs, calculated for each E-Car in the manner as below:

$B_2 = Q \times LF$

Wherein,

B2 is the Billing of Type 2 costs for the billing month

Q is statutory taxes (such as Motor Vehicle tax) as incurred by the Service Provider for Registration of E-Car

LF as above.

(c) Additional component of billing corresponding to Type 3 and 4 Costs to be billed, on actual basis.

Provided that,

i. The Billing shall be done on prorated basis for the first month of deployment of an E-Car, and subsequently, on a calendar month basis.
ii. In cases of rebate (subsidy or incentive or cash discount, etc.) available on purchase/registration of an E-Car, as prescribed by a relevant statutory body (such as Central Govt., State Govt., or an allied agency/department etc.), the same shall be reimbursed to the Client, in full, on actuals, through the invoice(s) raised to CESL, to be applicable immediately after receipt of such rebate, at any time during the E-Car Lease Period.
iii. The Service Provider shall submit following documental proofs along with the invoice for the billing period:

(a) Approved mileage clocked by the E-Car
(b) Duty hours logged by the Designated Driver, in case applicable in accordance with the relevant Purchase Order(s).
(c) Salary slip(s), ESIC challan(s) and EPFO challan(s) or any other document required by the Client for corresponding payments made to the Designated Driver Bank Account, for services rendered during the billing period and the proof of actual payments to the Statutory Authorities and/or to the Drivers.
(d) Supporting documents against billing for Type 3 and Type 4 Costs
(e) Any other document that may be required

3) The Service Provider will submit all such invoices along with the supporting documents (including approved Digital Logbook), latest within 7 Days of the end of Billing Month. While raising the invoices, the Service Provider must certify on the invoices that the payment being claimed is strictly within terms of the Tender/LoA/Purchase Order and all the obligations on Service Provider's

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Serial No : 162B840

part for claiming this payment have been fulfilled as required under the Tender/LoA/Purchase Order.

4) Post receipt of the invoice, CESL will raise corresponding invoice to the Client, within 7 Days of receipt of corresponding invoice at CESL.

5) The general payment terms between CESL and its Client(s) will be 30 days after submission of invoices to the Client.

6) The Client shall make payments in accordance with the invoice(s) and shall include deduction(s) or set off for:

   (a) deductions required by the Law; and
   (b) any adjustments required in accordance with non-achievement of SLAs by the Service Provider i.r.o. services rendered.
   (c) Any other deduction/adjustments as may be required in accordance with the LoA/Purchase Order and/or this Tender.

7) CESL will make the applicable payment(s) to Service Provider, in the subsequent fortnight, which are received in the preceding fortnight. Such payment(s) shall be made to the extent of payment(s) received from Client(s) against the invoice(s) raised by CESL, after adjusting any CESL's Project Management Charge(s), deductions made by the Client and deductions made by CESL.

8) For payment of invoice(s) by Client to CESL, the following Incentive shall be paid by the Service Provider to CESL or shall be adjusted in the payment made by the CESL to Service Provider, in the following manner:

   (a) An incentive of half per cent (0.50%) for the payments made towards billing for Type 1 and Type 2 Costs, within a period of seven (7) calendar days of the submission of invoice(s) to the Client.
   (b) An incentive of quarter per cent (0.25%) for the payments made towards billing for Type 1 and Type 2 Costs, between a period from eight (8) calendar days and twenty-one (21) calendar days of the submission of invoice(s) to the Client.
   (c) No incentive shall be payable on the payments made towards billing for of Type 3 and/or Type 4 charges.

9) Notwithstanding anything otherwise mentioned in Clause 4 and 5 of this Section, if there is any dispute in the invoice(s) raised to the Client by CESL, CESL will make applicable payments to the Service Provider, to the extent actually paid by the Client on a pro-rata basis, in accordance with the relevant CESL-Client Agreement or other forms of arrangement.

10) An illustrative Invoice is provided at Appendix C in Section X of this Tender.

6. Scope of Work of Client

The Client will ensure usage of E-Car(s) in accordance with the CESL-Client Agreement or other form of arrangements, as applicable. The scope of Client, under EV as a Service will include undertaking following activities.

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6.1 Deployment and Usage of E-Car(s) and EV Charging Units

1) Receive and provide acknowledgement for deployment of E-Car(s) on its premises.

2) Cooperation with Service Provider, including provision of relevant documents for timely registration of E-Car(s), at RTO in the name of Client and hypothecation to Service Provider.

3) Provision of free parking / charging space for the deployed E-Car(s).

4) Provision of dedicated location(s), space(s), and necessary approval(s) for the installation of EV Charging Unit(s).

5) Provision of necessary permits and approvals (except goods transport), if any, required for successful installation and commissioning of the EV Charging Unit(s) on its premises.

6) Undertaking electrical and preparatory civil works including, related expenses, beyond those provided for under the Scope of Service Provider, for installation, commissioning, operation and shifting, if required, for the EV Charging Unit(s).

7) Provision of stable and reliable power supply connection, with proper earthing & required load supplied through adequately rated capacity of cable, for the safe and effective operation of the EV Charging Unit(s).

8) Compliance with all laws, rules and regulations relating to the registration, transportation, possession, operation, and use of the E-Car(s), including the relevant clauses of Motor Vehicle Act, 1988 including its amendments from time to time.

9) Bearing all expenses incurred on account of following:

   (a) those incurred directly or by Service Provider, on account of charging of E-Car(s) at a public or captive charging station, including the EV Charging Unit provided along with the E-Car. This above implies that the cost of charging of E-Car(s) under all circumstances shall be borne by the Client.

   (b) those incurred directly or by Service Provider, on account of expenses such as Toll tax, FASTag, Parking Fee, etc.

   (c) The Service Provider shall incur the above charges in cases wherein the Service Provider is providing Driver, in accordance with the relevant Purchase Order. In all such cases the Client shall reimburse these expenses, on actuals through monthly invoices.

10) In case not covered under the Insurance Package, bearing all liability and obligations, monetary or otherwise, on account of any event including accidents caused by operation of deployed E-Car(s) by person(s) who is not a Designated Driver of the Service Provider.

6.2 Insurance, Maintenance and Warranty of E-Car

1) In cases where the Service Provider is not required to provide a Driver in accordance with the relevant Purchase Order,

   (a) Notification to the Service Provider or its authorized representative, in the event of any happening that causes any damage or loss to the E-Car(s)

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Serial No : 162B840

and/or its accessories whilst thereon, including damage to any third-party.

(b) Coordinate for pick-up and delivery of E-Car(s) from and to the Authorized Workshop, in case of Scheduled/Corrective/ Breakdown/Accidental Maintenance.

(c) Not to undertake or allow any act or thing including repair and maintenance of E-Car, from a workshop, which is not an "Authorized Workshop" that may invalidate the Authorized Workshop/OEM warranty and/or void insurance policy of the E-Car.

(d) Undertaking maintenance, repair and replacement of the deployed E-Car or its part(s) including related expenses in case(s) where a warranty claim is rejected by the Authorized Workshop / OEM and/or an insurance claim is rejected, on account of the E-Car being subjected to misuse, abuse, negligence, alteration, or modification, including Abnormal Use by the Client.

6.3 Return of E-Car

1) Return of E-Car and its accessories in 'Standard Condition' along with all related documentations to the Service Provider, upon the normal (by efflux of time) or early termination of the CESL-Client Agreement or any other arrangement, as applicable. "Standard Condition" being defined as an E-Car and its accessories that has been subjected to normal Wear and tear considering the duration of usage and mileage (of the E-Car).

2) Upon the normal (by efflux of time) or early termination of the CESL-Client Agreement or any other arrangement, as applicable, the Client may opt to retain the E-Car(s) at terms and conditions agreed mutually between the Client and Service Provider.

6.4 Others

1) Compliance with all applicable laws, rules and regulations relating to the transportation, possession, operation, and use of vehicles in India including obligations, monetary or otherwise, arising out of violation and /or infringement of the said laws, rules, and regulations.

2) Deputation of an authorized representative to coordinate with the Service Provider and CESL, enabling the latter to meet its obligations under the CESL-Client Agreement or other forms or arrangement, as applicable.

3) Deputation of authorized representative(s) to approve and/or maintain the Digital Logbook, including approval/authorization of E-Car mileage and Driver duty hours.

4) Timely payments against invoices raised by CESL as per the CESL-Client Agreement or other forms or arrangement, as applicable, subject to any deductions such as penalties on account of non-achievement of SLAs, statutory deduction(s), etc.

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Serial No : 162B840

7. Scope of Work of Convergence Energy Services Limited (CESL)

1) Business development for demand aggregation of E-Car(s) among prospective Client(s) across India, including but not limited to organizing seminars, workshops, rallies etc.

2) Coordination among Client(s) and Service Provider(s) for demonstration of E-Car(s).

3) Execution of CESL-Client Agreement or any other form of arrangement, as applicable, with Client(s) across India.

4) Issuance of Purchase Order(s) to the Service Provider(s) in accordance with this Tender.

5) Overall management of Services rendered by the Service Provider(s) to the Client(s), including coordination among the respective Parties.

6) Raising of invoices to the Client(s), in lieu of Services rendered by the Service Provider(s).

7) Payments to the Service Provider(s), in accordance with the respective Purchase Order(s) and this Tender.

8) Assistance to Service Provider(s) for follow-up with Client(s) for payment against invoices raised by CESL to Client(s).

9) Coordination among Client(s) and Service Provider(s) for dispute resolution, mediation, and representation, including those required for day-to-day coordination, invoicing, payment, and reconciliation.

10) Development, commissioning, operation, and maintenance of a platform ('Digital Logbook') consisting of Web-based portals, a Mobile App, and analytical engine for managing the Services. The Digital logbook will include features (however, scope of operation of Digital Logbook shall be as per Scope of Work of various Parties as per this Tender) but not limited to the following:

(a) Logging and validation of vehicle kilometrage
(b) Logging and validation of duty hours of the Designated Driver
(c) Creation and maintenance of wage register for the Designated Driver
(d) Creation and maintenance of monthly logbook for invoicing
(e) Leave & replacement management of the Designated Driver
(f) Vehicle maintenance management incl. Service request, Replacement, etc.
(g) Client request management incl. Roadside Assistance, maintenance request, etc.
(h) Document management system, for record keeping of all E-Car related documents
(i) Document management system, for record keeping of all Designated Driver related documents
(j) Estimation and record of penalties against Service Level Agreements
(k) Recording of all events related to E-Car and/or Driver
(l) Invoicing, payment, and reconciliation, including record keeping
(m) Updatation, troubleshooting, server, etc. related to Digital Logbook

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8. Scope of Work of Service Provider

The Service Provider must supply E-Car(s) along with Services, entailing activities and obligations (including procurement and maintenance) as laid hereinunder, in accordance with the relevant Purchase Order(s). The Scope of Work for the Service Provider will include undertaking following obligations and responsibilities.

Provided that the cases of any delay or failure to provide Services, will be dealt in accordance with the relevant SLAs, as provided in **AITB**.

8.1 Financing and Procurement of Goods and Services

1) Raise and/or arrange funds for procurement of Goods and Services to be provided under this Tender.

2) Liaison, coordinate and negotiate with providers of Goods and Services for timely and effective delivery of Services, as defined under this Tender.

8.2 Demonstration of E-Car(s)

1) Undertake demonstration of E-Car(s), as required, to the prospective Client(s) of CESL in the Zone for which LoA has been awarded to the Service Provider. Such demonstration will be undertaken in coordination with the respective OEM(s), at the request conveyed by CESL and may include technology demonstration, experience sessions, test drives, walk-through feasibility study for installation of EV Charging Unit, etc.

2) Provided that allocation of a Client to Service Provider will strictly be in accordance with this Tender, and that providing demonstration to a prospective Client, shall not guarantee allocation of the Client to the Service Provider.

8.3 Delivery and deployment of E-Car

1) Supply and deploy in Client premises, new E-Car(s) along with OEM provided EV Charging Unit and accessories, as applicable, in accordance with,

   (a) Make, Variant and Color of E-Car(s) as specified in the relevant Purchase Order

   (b) Quantity of E-Car(s) as specified in the relevant Purchase Order

2) Provided that the E-Car(s) may be delivered in one single batch or multiple batches, depending upon the total quantity of E-Car(s), however the commencement of Services must be in accordance to the SLA under this Tender.

3) Obtain delivery acknowledgement from the Client for E-Car(s) and its accessories, as applicable, deployed in Client premises accordance with above. Such acknowledgement will be received in a format provided and/or approved by CESL.

4) Arrange and liaison for registration of E-Car(s) with relevant nearest Regional Transport Office (RTO), in the name of Client and bear all related expenses including those of statutory nature, such as motor vehicle tax, registration charges, hypothecation charges, smart card fee, green tax, road safety cess, parking charges, service fee, user fee, processing fee, postal fee, HSRP, FASTag RFID Card etc., as applicable.

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5) Provided that the costs incurred by the Service Provider on account of the above shall be in accordance with Clause 5 of this Section.

8.4 Usage of E-Car

1) The E-Car shall be owned by and shall remain hypothecated to the Service Provider, or an entity nominated by the Service Provider, in accordance with relevant provisions of the Motor Vehicles Act, 1988 and other applicable Law(s), if any, including amendments from time to time.

2) Ensure to the extent of its responsibilities and obligations under this Section, that the operation of E-Car(s) is strictly in accordance with the provisions of this Tender, the Letter of Award & Purchase Order to be released subsequently.

3) Provide training to the Driver(s) including Designated Driver(s) for driving, operating, and troubleshooting of E-Car and EV Charging Unit.

4) Service Provider to not install any GPS device in the E-Car and/or not use the in-built internet/SIM/GPS of the E-Car and/or not use the internet of the Driver (in case where Purchase Orders requires Driver to be provided along with the E-Car), for any sort of tracking/location/route mapping of the E-Car. The Digital Logbook provided by CESL would also not use any GPS/location/route tracking of the E-Car.

8.5 Insurance of E-Car

1) Procure, maintain, and renew, as required during the E-Car Lease Period, a comprehensive insurance package for each E-Car deployed with the Client, in accordance with the applicable laws including but not be limited to, Motor Vehicle Act, 1988; India Motor Tariff, 2002; Other relevant regulations and guidelines of Tariff Advisory Committee (TAC), Insurance Regulatory and Development Authority of India (IRDAI) and Ministry of Road Transport and Highways (MoRTH); etc., as amended or issued from time to time.

2) The insurance package procured in accordance with above, will include but not be limited to, following covers in a manner denoted below

#	Type of Cover	Mandatory/Optional
Third Party (TP) Liability		
1	Third-Party (TP) Cover	Mandatory
2	Passenger and Driver Cover	Mandatory
Own Damage (OD)		
1	Basic OD Cover	Mandatory
Add-On Covers		
1	Nil/Zero Depreciation	Mandatory
2	Consumables	Mandatory
3	24X7 Road-Side Assistance	Mandatory
4	Key Replacement Cover	Optional
5	Tire Protect Cover	Optional
6	Return to Invoice Cover	Optional
7	Loss of Belongings	Optional

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3) It is established that an insurance claim made in the event of an accident on the policy obtained in accordance with above, will be subject to the underwriting, terms, general exceptions, conditions, and endorsements contained in the said insurance package. In case the said claim is rejected by the Insurance Provider,

(a) In cases where the Service Provider is required to deploy Driver in accordance with the relevant Purchase Order, and the Designated Driver was involved in the accident, the Service Provider will bear all expenses on account of Partial Damage and liabilities, including those not covered by the Insurance Package, on account of third-party claims resulting from damage to property and / or injury including death, to a person from an accident involving the deployed E-Car.

(b) In cases where the Service Provider is not required to deploy Driver in accordance with the relevant Purchase Order, the Client will bear all expenses on account of Partial Damage and liabilities, either directly or through reimbursement to Service Provider. The Client will indemnify CESL and Service Provider from any such liability, monetary or otherwise in all such cases.

4) Manage insurance claims on behalf of the Client during the entire claim-to-payment cycle including activities such as coordination with insurance provider, technical assistance to Client, as required etc.

5) In cases of accidents wherein the E-Car is totaled and established as 'total loss' by the Insurance Provider, then in such cases all Services related to such totaled E-Car, shall be considered terminated for the rest of E-Car Lease Period. CESL and/or its Client shall not be liable to pay any resultant damages or loss incurred by the Service Provider in such cases. The Service Provider is recommended to cover such losses through the Insurance Package.

8.6 Repair and Maintenance of E-Car

1) Undertake Scheduled/Corrective maintenance including all expenses related to Labour, Parts, and Consumables for the deployed E-Car(s). Such maintenance shall refer to the preventive maintenance service of E-Car at periodic mileage intervals, as required, towards repair and/or replacement of parts on account of normal vehicle usage (Wear & tear), including but not be limited to,

(a) Routine inspection of the E-Car including wheel alignment, balancing and rotation, as required

(b) Replacement by indigenous (Make in India) tires, as required to maintain a minimum tread depth of 1.2 mm. or as recommended for Indian make tires and road conditions, by the relevant industry standards, whichever is higher.

(c) Replacement of auxiliary battery, as required

2) Undertake Accidental/Breakdown Maintenance including all expenses related to Labour, Parts, and Consumables on account of Partial Damage for the deployed E-Car, where 'Breakdown' shall refer to an event wherein the deployed E-Car is temporarily rendered non-road worthy on account of Wear-and-tear or manufacturing defect or non-adherence to Schedule/Corrective maintenance.

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Serial No : 162B840

3) Provided that in case of Accidental maintenance, the liability and responsibility of the Service Provider under this clause will only be limited to cases wherein the deployed E-Car was involved in the accident while being driven by the Designated Driver.

4) To clarify further, under following conditions, in the event of an accident, all expenses for Labour, Parts and Consumables on account of Partial Damage resulting from repair and maintenance of E-Car will be either directly borne by the Client or reimbursed to the Service Provider on actuals through monthly invoices, if borne by the latter.

(a) Cases where the Service Provider is not required to deploy a Driver in accordance with the relevant Purchase Order; or,

(b) Cases where the Service Provider is required to deploy a Driver in accordance with the relevant Purchase Order and the accident has resulted on account of the E-Car being subjected Abnormal Use by the Client.

5) Procure at its discretion, a suitable Annual Maintenance Contract (AMC), from the OEM or a provider of its choice, in order to ensure Repair and Maintenance of the E-Car.

6) In all cases of Scheduled, Corrective, Breakdown and Accidental Maintenance, provide the Client with a replacement vehicle (including fuel in case of an ICE vehicle) of similar or higher category as the one normally deployed with the Client till the normally deployed E-Car is deployed back in service.

7) Provided that the replacement vehicle shall be provided to the Client only in those cases of Breakdown and/or Accidents, wherein the deployed E-Car has been rendered non-road worthy. To clarify further, replacement vehicle shall not be provided in cases of minor damages suffered by the deployed E-Car, that can be repaired in the next instance of Scheduled/Corrective Maintenance or in nearest future (maximum within a period of 30 Days), without impacting safe operation of the E-Car during the meantime i.e., between the instance when E-Car has suffered the said damage and the immediately next scheduled maintenance of the E-Car.

8) Sale/Disposal of hazardous waste items to be governed by guidelines/notifications issued by the Central Pollution Control Board (CPCB)/Ministry of Environment, Forests & Climate Change (MoEF), from time to time.

9) <u>Repair, Maintenance and Replacement of E-Car Part(s) covered under OEM warranty:</u> Undertake repair, maintenance and replacement of the E-Car parts and accessories, as covered under the warranty, in cases where:

(a) such an OEM and/or third-party warranty, including extended warranty, if any, is expired due to exodus of time; within the E-Car Lease Period; or

(b) the OEM and/or third-party warranty, including extended warranty, if any, becomes invalid within the E-Car Lease Period on account of the kilometrage clocked by the E-Car being more than the limit covered under such warranty.

(c) Provided that the battery capacity must always exceed 75% of its rated (certified) capacity during the E-Car Lease Period.

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Serial No : 162B840

8.7 E-Car Liveries and Consumables

1) The liveries to be procured and provided with each E-Car deployed with the Client, will include items as detailed in the table below and shall be provided in adherence to the industry standards of maintaining and operating a passenger vehicle on official duty.

List of liveries, consumables, and minor repairs to be provided with each E-Car

#	Livery/Consumable/Service Type	Terms of Issuance
1	FASTag RFID Tag	Once at the time of deployment or in case of damage/loss/theft
2	Removable premium seat covers of leatherette or other similar material	One set each at the time of deployment and one replacement during the E-Car Lease Period or in case of damage/loss/theft
3	Front & Rear Floor Mats of premium quality	
4	Mud flap on all wheels	
5	Branding and insignia a) Monochrome sticker(s) (reflective in nature) depicting insignia/branding of the Client on E-Car *(e.g., Government of India, etc.)* b) Branding of CESL at the back of E-Car, consisting of embossed text "CESL" in chrome. c) Side decals of high-grade quality, as per design provided by CESL	Once at the time of deployment or in case of damage/loss/theft
6	Mandatory spares, such as spare tire, jack, tools, etc. and all accessories as provided by the E-Car OEM	Once at the time of deployment or in case of damage/loss/theft
7	Drycleaning of E-Car interior	Once during the E-Car Lease Period
8	Anti-rust/anti-scaling coating or any required coating as per geographical climatic conditions of Contracted Boundary.	Once at the time of deployment
9	Any additional accessory such as Mobile Charger, Umbrella, Torch, Reading Light, etc.	To be provided at the request of Client on chargeable basis
10	Any additional service such as washing, cleaning, additional dry-cleaning, rubbing, polishing etc.	

2) To the extent possible, it shall be the endeavor of the Service Provider to provide indigenously produced (Make in India) goods, manufactured in an eco-friendly manner, procured from MSE's, for the above liveries.

8.8 Provision of Drivers and related aspects of Liveries, Minor Repairs, etc.

1) The obligations of Service Provider in respect of this clause are applicable **only in cases** Service Provider is required to deploy a Driver along with the E-Car, in accordance with the relevant Purchase Order(s).

2) Provide and designate Driver(s) (Designated Driver) in accordance with the below:

(a) Minimum Requirement: At the time of appointment *(it shall be the endeavor of Service Provider to ensure gender equality in appointment of*

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Designated Drivers) with the Client, the Designated Driver should preferably be between the age of 21 and 55, and must be

i. Educated at least till 10th standard form a recognized education board.
ii. In possession of a valid Indian driving license (Driver to always keep the license on duty and shall reproduce it for verification at the request of Client and/or law enforcement authorities).
iii. Aware of locale, and versed in local language of the Contracted Boundary, and preferably English.
iv. Should be knowing how to operate a Smartphone
v. Verified by law enforcement authorities

(b) Provided that CESL and/or Client, at their discretion, may request Service Provider to present supporting documents for the above.

(c) General Conduct:

i. The Designated Driver shall be Well-trained and shall maintain polite & courteous behavior towards Client.
ii. Following may be construed as "Misbehavior"

(a) Denial of duty during hours as notified by the Client
(b) Use of abusive language
(c) Any behavior unbecoming of conduct on premises of Client including smoking, drinking, playing cards, etc.

(d) Provided that the Service Provider may have to deploy more than one Driver with deployed E-Car(s). *(This requirement may arise if the Client requires the E-Car(s) to be operated in shifts)*

3) Ensure that the Designated Driver reports for the duty in uniform at a time and place designated by the Client.

4) Provide replacement of the Designated Driver in case of performance being found not up to the standards as provided in writing by the Client.

5) Provide a replacement Driver at no extra expense to the Client or CESL in case(s) of planned (informed in prior to and approved by the Service Provider and Client) or unplanned leave(s) taken by the designated Driver.

6) Ensure that the Designated Driver behaves and maintains/drives the E-Car strictly in accordance with acceptable practices and standards of driving a vehicle on official duty. This shall particularly apply to any untoward activities that are not in strict accordance with Conduct and Discipline of workplace behavior.

7) Ensure training of the Designated Drivers, Supervisors and its support staff on operation, maintenance, updatation, use, etc. related to the Digital Logbook.

8) Ensure training of the Designated Drivers on topics including road safety, accident prevention, preventing incidents that cause loss of life, injury, or property damage to all passengers and members of the general public etc.

9) Incur all expenses on account of remuneration payable to the designated Driver in accordance with the below:

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(a) Remuneration to the Driver, as per the applicable statutory minimum wage structure under Government of India or respective State Government of Contracted Boundary or Fair Pay wage structure or as applicable, applicable/adopted by the respective Client.

(b) The remuneration shall also include applicable ESI, PF, Medical Insurance, HRA, bonus, overtime etc.

(c) The Service Provider must pay the wages to the Designated Driver and reimburse any expenses incurred by the Designated Driver in providing the Services to the Client, latest by 7th of consequent month, irrespective of receipt of payment from CESL and/or Client.

10) Hours of duty of the Designated Driver:

(d) The hours of duty shall be reckoned from the place of reporting to the place of release.

(e) The 'normal' hours of duty as Well as Weekly off (if any), shall be considered and applicable as per provisions of any Labour Acts/Laws, rules, and regulations.

(f) Any overtime beyond normal hours of duty, and Weekly/monthly limits on such overtime (if any), shall be considered and applicable as per provisions of any Labour Acts/Laws, rules, and regulations.

11) Incur expenses statutory and otherwise, on account of operating E-Car during normal course, including those on account of Toll tax, FASTag (Service Provider to maintain minimum balance of Rs. 1000 per E-Car at all times), Parking Fee, etc. Such expenses will be reimbursed by the Client through monthly invoice.

12) Depute enough 'Supervisor(s)' for management and coordination of Services under this Tender.

13) Procure and provide liveries for each E-Car and the Designated Driver including items as detailed in the table below. Provided that the liveries will be provided in adherence to the decorum of operating a passenger vehicle on official duty.

List of liveries, consumables, and minor repairs to be provided with each E-Car and Designated Driver

#	Livery/Consumable/Service Type	Terms of Issuance
1	Driver uniform of good quality fabric, consisting of: a) Shirt(s), trouser(s), pair(s) of formal shoes b) Sweater(s) in case required as per Weather Branding and color of uniform to be provided, as per requirement of CESL and/or Client	Two sets of each item at the time of deployment or in case of damage
2	Badge(s) and/or Identity Card	Once at the time of deployment or in case of damage/loss/theft
	Premium quality Tissue papers, Microfiber Duster, and Car Perfume	Once each month, or as and when required
3	Fire extinguisher, First Aid Box	As required

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#	Activity	Frequency
1	Cleaning of vehicle	Daily
2	Repair/replacement including consumables in case of tire puncture	As and when required
3	Facilitate and undertake activities to ensure adequate State of Charge (SOC) in the E-Car.	As required
4	Drycleaning of E-Car interior	Once every year, during the E-Car Lease Period

14) To the extent possible, it shall be the endeavor of the Service Provider to provide indigenously produced (Make in India) goods, manufactured in an eco-friendly manner, procured from MSE's, for the above liveries.

15) In cases where Service Provider is required to deploy a Driver along with the E-Car in accordance with the relevant Purchase Order(s), the Service Provider shall be reimbursed with an additional '**Supervision and Management Charge**' at a fixed rate of 10% on the 'fixed component' of the monthly remuneration of Driver. The 'fixed component' shall be identified in accordance with the relevant minimum wage structure.

16) CESL at the request of Client, may include in case originally provided or exclude in case originally excluded, the provision of Driver(s) in the relevant CESL-Client Agreement, or other forms of arrangement, as applicable, ex-post the issuance of relevant Purchase Order, such that,

(a) Such a conversion is opted by the Client and entertained by CESL not more than twice during the E-Car Lease Period.

(b) Conditions applicable vide Clause 2.3 (3) (Minimum threshold demand) are not violated on account of such conversion.

(c) The Service Provider within 30 days (or as per applicable Law) of receiving a conversion request from CESL, will,

i. Deploy or remove (as the case may be) services; and

ii. Prospectively revise its billing to reflect such conversion subject to actual deployment or rescinding of services.

8.9 24X7 Roadside Assistance

1) Procure, maintain, and provide '24X7 Roadside Assistance' for the E-Car, during the E-Car Lease Period. Such assistance shall include activities including but not be limited to car towing service, ditch extraction service, jump starting dead auxiliary batteries, lock-out service (in case of key loss/key breakage/locking of ignition key inside the car), replacement of flat tire, etc.

2) Provide relief car in case of on-route breakdown of the deployed E-Car within the Contracted Boundary.

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8.10 EV Charging Units

8.10.1 Installation and Commissioning

1) Location survey and preparation of assessment report, for installation and commissioning of EV Charging Unit, in consultation with Client, to cover physical, electrical and civil aspects of setting up the EV Charging Unit at the premises of Client, including details such as physical layout measurement, earthing, civil work requirement, load availability, electrical cable requirement, routing, site layout preparation, responsibility distribution between Client and Service Provider, photographs, GPS coordinates, Client contact point details, etc. Such assessment shall be carried out for each Purchase Order, at the intimation of CESL and assessment report shall be submitted in a format to be communicated later to the Selected Bidders.

2) Installation of EV Charging Units on locations provided by the Client, including activities and expenses limited to,

   (a) the provision of a power cable of length minimum 10 meters (or higher if provided by the vehicle OEM), with each EV Charging Unit, without any carryovers.

   (b) Visits for site audit and installation & commissioning of EV Charging Unit(s)

8.10.2 Warranty and Repair & Maintenance

1) Maintain, and if required purchase additional OEM and/or third-party warranty, for the EV Charging Unit, provided with the E-Car during the E-Car Lease Period.

2) Undertake repair, maintenance and replacement of entire Unit or parts thereof, including any visiting charges, price of spares (including price of consumables) during the E-Car Lease Period.

3) Provided that the liability and responsibility of the Service Provider in accordance with above Clause, will exclude cases wherein, the EV Charging Unit has suffered theft, damage, vandalism or is rendered non-functional as a result of irregular power supply. In all such cases, all expenses incurred or to be incurred on account of repair, maintenance and replacement of entire Unit or parts thereof, will be borne by the Client.

8.11 Cessation of Services

1) Undertake all necessary activities including but not limited to those listed below in order to re-possess the E-Car(s), upon the completion of E-Car Lease Period, due to efflux of time or early termination, as the case may be.

   (a) Transfer of registration, including assistance to Client for any representation to be made before a statutory body, if required.

   (b) Receiving the physical possession of E-Car(s).

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8.12 Compliance with Laws, Rules, and Regulations

1) Compliance with the Motor Vehicles Act, 1988 including its amendment(s) insofar as obligations and responsibilities are entailed under this Tender.

2) Provided that any such obligation and/or responsibility will exclude case(s) of violation and /or infringement of the above Act as a result of an act of the Client.

8.13 Managing Digital Logbook

1) Manage and supervise the 'Service Provider,' 'Supervisor' and 'Driver' interfaces (Mobile Applications and Web Portals) of Digital Logbook.

2) This would include data entry, updation, document uploading, providing inputs, as required for various functionalities enabled by the Digital Logbook, including supervision and coordination with all relevant stakeholders for proper implementation of Digital Logbook at all levels.

3) Devices required for inputs, data entry, operation, etc. such as Smart Phones for Designated Drivers and Supervisors and Desktops / Laptops for support staff of Service Provider(s), shall be in the scope and responsibility of the Service Provider(s).

4) Training and Operation Manuals related to Digital Logbook shall be provided by CESL to the Selected Bidder(s).

5) Due to the implementation of the Digital Logbook, CESL and/or its client would not be responsible for any lapse in compliance of the provisions of any Labour Acts/Laws, and CESL will not assume any responsibility thereto. CESL and/or its Client shall not be responsible to bear any extra cost due to any statutory/other obligations arising due to Digital Logbook. The Selected Bidder shall keep CESL and/or Client indemnified from any liability that may arise on account of Digital Logbook.

6) In case the Digital Logbook is not available due to any scenario, CESL shall not be held liable towards it and the Service Provider(s) must fulfill all obligations related to providing Services to Client and/or CESL, by using any manual methodologies.

8.14 Invoicing to CESL and Collection of Payments from the Client

1) Raise invoices to CESL, as per the Purchase Order(s) or Tender, as applicable.

2) Liaisoning with Client and CESL, to ensure submission of invoice(s) at Client(s) end in a timely manner.

3) Liaisoning with Client for timely and accurate release of payment by Client(s) to CESL.

4) Liaisoning with Client for periodic reconciliation, arranging payment advice and forwarding to CESL, grievance redressal of Client, etc.

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8.15 Service Provider's Scope of Work Exclusions

1) Undertaking activities as covered in detail under Clause 8 of this Section, outside the Contracted Boundary as defined in Purchase Order issued to the Service Provider.

2) Provision of dedicated space for parking of deployed E-Car and installation of EV Charging Unit.

3) Undertaking electrical and preparatory civil works including related expenses, beyond those provided for under Clause 8.10, for installation and commissioning of EV Charging Unit.

4) Maintenance, repair, and replacement of the deployed E-Car or its part(s) including related expenses for labour, parts, and consumables where a warranty claim is rejected by the OEM and/or an insurance claim is rejected by the insurance provider on account of the E-Car being subjected Abnormal Use by the Client.

5) Bearing expenses related to charging of E-Car at a public or captive charging station including the EV Charging Unit provided with the E-Car.

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SECTION VII: TECHNICAL SPECIFICATIONS AND QUALITY ASSURANCE

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Serial No : 162B840

1. Technical Specifications

The Service Provider shall deploy the E-Car(s) with the Client, in a manner such that:

1) All E-Car model(s), eligible under Clause 1 (Eligibility Requirement) in Section VIII of this Tender, at the time of Bidding and available for retail sale in India at the time of issuance of Purchase Order, to be made available for deployment.

2) All E-Car model(s) that are not available for retail sale in India and/or comply with the requirement of Clause 1 (Eligibility Requirement) under Section VIII of this Tender at the time of Bidding, but are made available for retail sale in India in due course of time and/or comply with the requirement of Clause 1 (Eligibility Requirement) under Section VIII of this Tender, to be made available for deployment.

3) Any E-Car model(s) having valid certification from relevant Automotive Testing Institutes & Testing Labs in India under National Automotive Testing and R&D Infrastructure Project (NATRiP).

4) All E-Car model(s), which are not in compliance with above, shall not be made available to CESL for deployment with Client(s), unless specifically requested by CESL.

5) In addition to the above, CESL shall provide a list of E-Car Models that would conform to the eligibility criteria, as above and the Service Provider would be bound to provide all such E-Car model(s) approved/empaneled/short-listed by CESL. This list of such eligible E-Car model(s) is subject to change during the LoA Delivery Period.

2. Quality Assurance and Inspection

1) **Pre-Dispatch Inspection:** A pre-dispatch inspection may be conducted either during various stages of the production process (which is known as stage inspection) or on production of the finished products, but before dispatch of the goods from the supplier's premises. Stage inspection may be used for highly technical goods whose quality of the manufacturing process is likely to have considerable effect on the final quality and durability of the goods. Even after pre-dispatch inspections, these materials should be inspected again on receipt, as a matter of abundant precaution. Inspection of the materials before dispatch may be carried out by CESL at the premises of the supplier. The inspection charges shall be borne by the Service Provider. However, any special testing charges would be borne by CESL. CESL may depute its representative or a third-party inspection agency to the supplier's manufacturing premises to carry out/witness inspection and testing, performance testing at its discretion. Alternatively, CESL shall retain an option to waive the above and accept the material based on the supplier's internal test report, guarantee and fitment certificate.

2) **Inspection of Goods on Receipt at CESL's Site:** Post-delivery inspection is carried out on receipt of goods before accepting them. This is typically done for goods that are available off-the-shelf. All final goods that may be directly consumed or utilized on delivery (excluding machinery installations, and so on) and for which detailed inspection of the manufacturing process is not required and only a physical inspection regarding their physical characteristics is

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required, may be inspected using this method. On receipt of goods at stores, the storekeeper should immediately notify the officer nominated for inspection, requesting to schedule an inspection. The inspecting officer should then fix a date for inspection. CESL and/or its client has the right to reject the goods on receipt during the final inspection on delivery even though the goods have already been inspected and cleared at the pre-dispatch stage by CESL. However, such rejection would be strictly within the contractual terms and conditions and no new condition would be adopted while rejecting the goods during final inspection. Goods accepted by CESL and/or Client at the initial and final inspections, in terms of the contract, shall in no way dilute the CESL's and/or its Client's right to reject them later, if found deficient in terms of the warranty clause of the Tender.

3) **OEM's Quality Self-certification:** OEMs could be relied upon with respect to certain goods for quality products. These may not be subjected to physical inspection and the materials may be accepted under the firm's quality self-certification. The physical inspection clause stipulating the inspection authority and inspecting officer in such cases would not be relaxed and/or waived by CESL and/or its client.

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SECTION VIII: QUALIFICATION CRITERIA

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Serial No : 162B840

1. Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all Bidders who fulfil the 'Eligibility' and 'Qualification' criteria. The Bidder should meet the following eligibility criteria as of the date of its Bid submission and should continue to meet these till the award of the Contract. The Bidder, unless otherwise stipulated in this Tender Document:

1) Must:

   (a) Be a natural person, private entity, or public entity (State-owned enterprise or institution)

   (b) Unless permitted explicitly in this Tender Document, not be (or proposes to be, a Joint Venture.

2) Must:

   (a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

   (b) (Including their affiliates or subsidiaries or Contractors/subcontractors for any part of the contract)

      i. Not be declared ineligible/ suspended/ blacklisted/ banned / debarred by CESL or its Ministry/Department from participation it is Tender Processes; and/or

      ii. Not be convicted (within three years preceding the last date of Bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all its entities, for:

         (a) offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or

         (b) offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or

         (c) suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

      iii. Not have changed its name or created a new business entity as covered by the definition of "Allied Firm," consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

      iv. Not have an association (as a Bidder/ partner/ director/ employee in any capacity) of

         (a) of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its

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Serial No : 162B840

Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after its retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.

(b) the near relations of executives of CESL involved in this Tender

v. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other Bidder to submit or not to submit an offer for restricting competition.

3) The Sole Bidder or both members, in case of a consortium, are eligible to participate in this Tender, in accordance with Applicable Laws including:

#	Eligibility Criteria	Supporting Document
a)	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)[4], 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. Provided that the OEM(s) of E-Car(s), supplied by the Selected Bidder(s), must also conform to the above requirement.	The Bidder (both members in case of a Bidding consortium) will submit self-certification(s) to this effect in relevant format prescribed vide Form 18 in Section IX of this Tender.
b)	Compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II)[5] issued by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Public Procurement Section dated	The Bidder (both members in case of a Bidding consortium) will submit self-certification(s) to this effect in relevant format prescribed vide Form 19 in Section IX of this Tender. The Bidder (both members in case of a Bidding consortium) will submit self-

[4] 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%20Rules%20%28GFRs%29%2C%202017.pdf

[5] https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf

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Serial No : 162B840

#	Eligibility Criteria	Supporting Document
	16.09.2020, including any amendments or modifications to the same from time to time. Based on the Preference to Make in India policy, Class I Local Suppliers and Class II Local Suppliers shall be eligible to participate in this Tender and Non-Local Suppliers shall not be eligible to participate in this Tender. Provided that the OEM(s) of E-Car(s), supplied by the Selected Bidder(s), must also conform to the above requirement.	certification(s) 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', in relevant format prescribed vide Form 19A in Section IX of this Tender.
c)	Compliance of "Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products" vide Notification File No. 1(10)/2017-CLES[6] issued by Government of India, Ministry of Electronics and Information Technology dated 06.12.2019, including any amendments or modifications to the same from time to time Provided that the OEM(s) of E-Car(s), supplied by the Selected Bidder(s), must also conform to the above requirement.	The Bidder (both members in case of a Bidding consortium) will submit self-certification(s) to this effect in relevant format prescribed vide Form 20 in Section IX of this Tender.
d)	Compliance of "Not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes" Provided that the OEM(s) of E-Car(s), supplied by the Selected Bidder(s), must also conform to the above requirement.	The Bidder (both members in case of a Bidding consortium) will submit self-certification(s) to this effect in relevant format prescribed vide Form 21 in Section IX of this Tender.
e)	Compliance with "Adherence to Labour Laws/Acts required to discharge obligation of providing Drivers under this Tender," which may be: 1. Employees Compensation Act, 1923 and Amendment Act 2017	The Sole/Lead Bidder will submit self-certification to this effect in relevant format prescribed vide Form 22 in Section IX of this Tender. In case the Bidder is selected as the Service Provider for a Zone, CESL reserves its rights to verify the

6 https://www.meity.gov.in/writereaddata/files/Public_Procurement_(Preference_to_make_in_India)_order_2019_for_Cyber_Security_Products.pdf

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#	Eligibility Criteria	Supporting Document
	2. The Trade Unions Act, 1926 3. The Payment of Wages Act, 1936 and Amendment Act 2017 4. The Industrial Employment (Standing Orders) Act, 1946 5. The Industrial Disputes Act, 1947 6. The Minimum Wages Act, 1948 7. The Employee's State Insurance Act, 1948 8. The Factories Act, 1948 9. The Employee's Provident Fund and Miscellaneous Provisions Act, 1952 10. The Motor Transport Workers Act, 1961 11. The Maternity Benefit Act, 1961 12. The Payment of Bonus Act, 1965 and Amendment Act 2015 13. The Contract Labour (Regulation & Abolition) Act, 1970 14. The Payment of Gratuity Act, 1972 15. The Equal Remuneration Act, 1976 16. Industrial Dispute Act, 1947 and (Central) Rules, 1957 17. Any other provisions of the laws in force	adherence in respect of this Clause, at any time post commencement of Services under this Tender.
f)	Should have at least 1 no. of office in each Zone, the Bidder has submitted its Bid for. In case a Bidder currently does not have an office in the Zone it is Bidding for, the Bidder can submit an undertaking to meet this requirement within 30 days of release of LoA to the Bidder.	The Sole/Lead Bidder will submit self-certification to this effect in relevant format prescribed vide Form 23 in Section IX of this Tender.

4) The Bidder will supply E-Cars under this Tender, in adherence to the eligibility criteria as laid above, including any amendments or modifications to the same from time to time. In addition, CESL shall provide list of E-Car Models that would conform to the eligibility criteria, as above. This list of E-Car Models is subject to change during the LoA Delivery Period.

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1.1 Eligibility Requirements for Consortium

1) A Consortium shall consist of maximum two entities, a Lead Bidder (or the Lead Bidder) and a Consortium Member.

2) Members of the Consortium shall enter into a binding Consortium Agreement, in a format prescribed vide Form 5 (the "Consortium Agreement") in Section IX of this Tender, for the purpose of submitting Bid. The Consortium Agreement, to be submitted along with the Bid, shall, inter alia:

   (a) Convey the intent to comply with the terms and conditions of this Tender including the Contract Agreement to be executed between CESL and the Selected Bidder, if the Bidder is selected to undertake the Project; and

   (b) Clearly outline the proposed roles and responsibilities, if any, of each member.

3) The other Consortium Member shall provide consent to the Lead Bidder and make itself aware of all the proceedings of the Bidding process and Project implementation through legally enforceable Consortium Agreement, power of attorneys, legal undertakings, etc. (if applicable) entered amongst all members of that Bidding Consortium including but not limited to those for which the formats have been prescribed in Form 5, Form 6, and Form 7 in Section IX of this Tender. In the absence of duly executed formats, the Bid shall not be considered for evaluation and shall be rejected.

4) Only the Lead Bidder (Lead Bidder) shall have the authority to conduct all businesses for and on behalf of the Consortium, during the Bidding process. The Lead Bidder shall be liable for the execution of the entire obligation of the Selected Bidder as included under this Tender, and the subsequently issued the Letter of Award and Purchase Order, in accordance with the terms and conditions thereof.

1.2 Qualification based on technical and/or financial capability of its Parent(s) and/ or its Affiliate(s)

1) The Bidder may seek qualification based on technical and/or financial capability of its Parent(s) and/ or its Affiliate(s), as defined in this Tender, for the purpose of meeting the qualification requirements.

2) Provided that,

   (a) the relationship of Parent(s) and/or Affiliate(s) should have been in existence for the past one (1) year as on the Bid Submission Deadline. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Technical Bid.

   (b) A Sole Bidder can submit credentials of its Parent(s)/Affiliate(s) for meeting the Technical Qualification requirement, but only the credentials of its Parent(s) for meeting the Financial Qualification requirement. Further, a Parent whose credentials have been used to meet the Technical Qualification requirement can be different from a Parent whose credentials have been used to meet the Financial Qualification requirement.

   (c) In case of a Consortium, only a Lead Bidder can submit credentials of its Parent(s)/Affiliate(s) for meeting the Technical Qualification requirement

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Serial No : 162B840

and/or credentials of its Parent(s) for meeting the Financial Qualification requirement.

(d) The total number of entities that shall be evaluated in all i.e., for both technical and financial qualification, shall not be more than three (3) in either case i.e., Sole Bidder or Bidding Consortium. The table below summarizes the eligibility as explained above.

Cases	Eligible entities for meeting Technical Qualification Requirement	Eligible entities for meeting Financial Qualification Requirement
Sole Bidder	• Sole Bidder • Parent(s) of Sole Bidder • Affiliate(s) of Sole Bidder	• Sole Bidder • Parent(s) of Sole Bidder
	Such that total entities evaluated in all, are not more than three (3)	
Bidding Consortium	• Lead Bidder • Other Consortium Member • Parent(s) of Lead Bidder • Affiliate(s) of Lead Bidder	• Lead Bidder • Other Consortium Member • Parent(s) of Lead Bidder
	Such that total entities evaluated in all, are not more than three (3)	

3) If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Sole Bidder or a Member in a Bidding Consortium, then in such cases, following shall be required,

4) In cases where Technically Evaluated Entity is an entity other than the Sole Bidder or a Member in the Bidding Consortium,

(a) Declaration by the Sole/Lead Bidder relating to relationship of the Sole Bidder/Consortium Member with the Technically Evaluated Entity in a format prescribed vide Form 13 in Section IX of this Tender.

(b) Authorization for use of technical capability be provided by the Parent/Affiliate Company in the format prescribed vide Form 14 in Section IX of this Tender.

5) In cases where Financially Evaluated Entity is an entity other than the Sole Bidder or a Member in the Bidding Consortium,

(a) Declaration by the Sole/Lead Bidder relating to relationship of the Sole/Lead Bidder with the financially Evaluated Entity in a format prescribed vide Form 13 in Section IX of this Tender.

(b) Authorization for use of financial capability be provided by the Parent/Affiliate Company in the format prescribed vide Form 14 in Section IX of this Tender.

(c) Undertaking from the Financially Evaluated Entity, or its Ultimate Parent Company for total equity investment commitment, in the format prescribed vide Form 15 in Section IX of this Tender, to meet any shortfall in the equity investment by the Selected Bidder in the Project.

(d) Board resolutions from the Parent Company whose financial credentials has been considered for the purpose of meeting Financial Qualification Requirements in the format prescribed vide Form 16 in Section IX of this Tender duly certified by the Company Secretary or any Whole-time Director / Manager (supported by a specific Board Resolution). Provided that that in case there is no Board Meeting scheduled, CFO or a competent

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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Director of the Financially Evaluated Entity or its Ultimate Parent Company shall provide the undertaking as required vide above.

6) The Qualified Bidder shall continue to maintain compliance with the 'Eligibility' and 'Qualification' criteria specified herein till the signing of Contract Agreement. Failure to comply with the aforesaid requirement shall make the Bid from such Bidders liable for rejection at any stage of the Bidding process. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not a Sole Bidder or a Consortium Member the Sole Bidder or Consortium Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity, till the execution of the Contract Agreement. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

7) Along with all the necessary documents/ certificates required as per the 'Eligibility' and 'Qualification' criteria, the Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity (both technical and financial), for supply of the required Goods and Services, within the specified time of completion, after meeting all their current commitments.

2. Technical Qualification Requirements

The Technical qualification to be met by the Bidders are as follows:

#	Qualification Requirement	Supporting Document
a)	The Bidder must be a i. Company registered under The Indian Companies Act, 1956/ 2013; or ii. Partnership firm registered under The Indian Partnership Act, 1932; or iii. Limited Liability Partnership registered under the Limited Liability Partnership Act, 2002 iv. Proprietorship Firm v. Registered under Cooperative Society Act, 1912 vi. Registered under Societies Registration Act, 1860 A Consortium of not more than two entities, **each** meeting any one of the above criteria.	The Bidder (both consortium members in case of a consortium) must submit self-attested copies of: 1. Pan Card and GST Registration Certificate with the name of Company/ Partnership 2. One of the following documents, as applicable. i. A copy of certificate of incorporation issued by Registrar of Companies, or ii. A registered partnership deed, or iii. An LLP registration certificate issued by Registrar of Companies iv. DIPP Certificate and Udyam Certificate, if applicable The Bidder shall use the format prescribed vide Form 17 in Section IX of this Tender to provide information/documents relevant to this requirement.
b)	The Bidder should have regularly for at least last three (3) **complete** financial years, ending 31st March of the previous financial year, provided similar Services i.e., deploying 4-wheeler cars (100%	

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#	Qualification Requirement	Supporting Document
	owned or hypothecated in the name of Bidder). In case of a Consortium, the Lead Bidder will have to fulfill this criterion.	
c)	The Bidder should have an experience ('Qualifying Experience') in the last three (3) financial years, ending 31st March of the previous financial year, of deploying 4-wheeler cars (100% owned or hypothecated in the name of Bidder) at any government and/or private company and/or as fleet operator, anywhere in India, such that the minimum total number of 4-wheeeler cars deployed is as given below **Zone** / **Value** Zone 1 / 280 Zone 2 / 280 Note: 1. In case of a Consortium, the cumulative experience of both members will be taken into consideration. 2. A Bidder applying for both zones will have to meet cumulative qualifying criteria corresponding to each zone. 3. A contract which is either completed or is ongoing, from the last at least one year prior to the Bid Submission date will be considered as a 'Eligible Contract.'	1. To establish the 'Qualifying Experience,' the Bidder or member(s) of the Bidding consortium shall submit self-attested copies of contract/ Purchase Order (PO)/ Work Order (WO) or any other substantiating document ('Eligible Contract'), as applicable, along with the below information i. Name and contact details of the client, and ii. The number of vehicles deployed, and iii. Ownership/Hypothecation details iv. Tenure of deployment, including foreclosure, if any 2. The Bidder or member(s) of the Bidding consortium will also submit supporting documents such as client completion certificate, proof of payment received, ownership/hypothecation details and similar proofs to establish satisfactory completion/operation of contract, as applicable. The Bidder shall use the format prescribed vide Form 24 in Section IX of this Tender to summarize its qualifying experience supported by a copy of relevant Purchase Order/Work order and client completion certificate, proof of payment received etc. Note: 1. CESL reserves the right to contact past clients of the Bidder at any time to ascertain the originality of the client references submitted by the Bidder. In case the originality of the client

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Serial No : 162B840

#	Qualification Requirement	Supporting Document
		reference cannot be ascertained, CESL reserves the right to reject the Bid. 2. The Technically Evaluated Entity must have either executed itself/ paid for projects executed through Eligible Contracts or must own at least 51% of the shareholding in the company that has executed the project(s) up to the date of completion of such projects.

3. Financial Qualification Requirements

The Financial qualification to be met by the Bidders are as follows

#	Qualification Requirement	Supporting Document
a)	Average Annual financial Turn Over (ATO) of the Bidder during the last three (3) financial years, ending 31st March of the previous financial year, for each zone, that the Bidder is Bidding for, should be at least as below, as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India. Zone 1: 49 Zone 2: 49 Note: • A Bidder applying for both zones will have to meet cumulative minimum ATO requirement of each zone, as above. • In case of a Consortium, the combined turnover of both the consortium partners shall be considered in a manner such that, i. The Lead Bidder shall meet at least 50% of the minimum ATO requirement, **and** ii. The other Consortium Member individually shall meet at least 25% of the minimum ATO requirement Note:	The Bidder (both consortium members in case of a consortium) must submit certification from a Chartered Accountant (CA) in a format prescribed vide Form 25 in Section IX of this Tender, along with self-attested copies of audited annual financial statements incl. Balance Sheet and Profit & Loss accounts, for the respective Financial Years.

Zone	Minimum ATO (₹ Cr.)
Zone 1	49
Zone 2	49

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#	Qualification Requirement	Supporting Document
	For a Bidder, the annual Turn Over (ATO) shall mean realization out of sales of Goods and Services excluding any tax (Direct or Indirect) levied by a Government instrumentality.	
b)	The Bidder (both consortium members in case of a consortium) should have positive net-worth for the year immediately preceding the Bid Submission Date, and the said net-worth should not have eroded by more than 30% during the last three (3) financial years ending 31st March of the previous financial year. Note: • For a company, as per the section 2 (57) of The Indian Companies Act, 2013, **Net Worth** would mean the aggregate value of the paid-up share capital and all reserves created out of the profits (securities premium account and debit or credit balance of profit and loss account), after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. • In case a Bidder and/(or) it is Parent(s)/ Affiliate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.	The Bidder (both consortium members in case of a consortium) must submit certification from a Chartered Accountant (CA) in a format prescribed vide Form 25 in Section IX of this Tender, along with self-attested copies of audited annual financial statements incl. Balance Sheet and P&L accounts, for the respective Financial Years.

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67224d06e5a9a112a7e8a8ccc4b8, ST=DELHI, OID.2.5.4.17=110003, O
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SECTION IX: FORMS AND FORMATS

Signature :-
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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 1: Format for Bank Guarantee for the Bid Security

(To be submitted by Sole/Lead Bidder)

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

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

Bank Guarantee No. .....

Date.....

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 1: Bank Guarantee for the Bid Security

Dear Sir/Madam,

In accordance with invitation for Bids under your Tender no…….. dated……., M/s…… (name of Sole/Lead Bidder) having its registered/head office at……. (here in after called "Bidder") wish to participate in the said Bid for (name of package).

We, the (Name and address of the bank), having our head office at……. guarantee and undertake to pay immediately on demand by Convergence Energy services Limited (CESL), the amount of ……. *(insert Bid Security amount)* without any reservation, protest, recourse. Any such demand made by the CESL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to…… *(insert the date, which is 75+45 Days after the scheduled date of Techno-Commercial Bid opening Date),* if any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from *(Bidder's Name)*, on whose behalf guarantee is issued.

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

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Witness 1

[Signature of Witness 1] [Signature]

Name: Name:

Designation: Designation with Bank Stamp:

Authorized vide Power of Attorney no.

Dated

NOTE:

- Bid Security amount shall be as specified in the Tender.
- Complete mailing address of the Head Office of the Bank to be given. The Bank Guarantee validity date shall be forty-five (45) days after the last date for which the Bid is valid. i.e., 75+45 Days after the scheduled date of Techno-Commercial Bid opening Date.
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill the below form and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

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

CHECK LIST

#	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	

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
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#	Details of Checks	YES / NO
	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 format prescribed in the Tender?	
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 CESL in any manner) ?	
h)	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG considered acceptable based on 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 Tender?	
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?	

Signature :-
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User ID : mahendra.singh
Serial No : 162B840

Bid Securing Declaration

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Dear Sir/Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, since we are exempt from providing Bid Security, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security. Documentary Proofs related to our exemption are enclosed with this Bid Security Declaration.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in CESL for 2 years from the date of opening of this bid, if we breach our obligation(s) under the tender conditions, if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or

2) being notified within the bid validity of the acceptance of our bid by the CESL:

   (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

   (b) Fail or refuse to sign the contract.

We know that this Bid Security Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification

   (a) of cancellation of the entire tender process or rejection of all bids or

   (b) of the name of the successful bidder or

2) forty-five days after the expiration of the bid validity or any extension to it.

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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Serial No : 162B840

Form 2: Format for Declaration from the Bidder, providing the name of Zone(s) for which the Bidder is Bidding

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 2: Declaration from the Bidder, providing the name of Zone(s) for which the Bidder is Bidding

Dear Sir/ Madam,

This Bidder, hereby submits our Bid, comprising of Technical Bid(s) and Financial Bid(s), for the following Zones, in accordance with this Tender.

Particulars	**Zone 1 / Zone 2 / Zone 1 & 2** (Bidder to mention only one of the three options)
Name of the Zones that the Bidder is Bidding for	

This is to further submit that our Bid Security is commensurate to the choice of Bidding Zone as mentioned above in accordance with the terms of referenced Tender.

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
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ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 3: Format for Compliance Matrix / checklist for the Bidder

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 3: Compliance Matrix / checklist for Bidder

Dear Sir/ Madam,

This Bidder having read, examined, and understood in detail the Tender for "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis" in Zone 1/2/1&2 <Bidder to mention accordingly>, hereby submit our Compliance Matrix / Checklist as below.

(Please ensure these major Terms & Conditions before submitting you Bids in order to avoid REJECTION of your Bid)

Envelope-I should contain the following.

#	Document	Reference (Form No. in Section IX of this Tender)	Enclosed (Y/N)
Packet 1: *<Title should mention name of Bidder, contact details, Tender reference, Name of Zone(s) for which Bidder is bidding>* Document for which physical copies are required to be submitted before Closing Date & Time AND Scanned copy to be uploaded on the E-tendering portal, and details to be entered during bid submission			
1.	Cost of Tender Document OR copy(ies) of the relevant documents/certificates, etc. in case exemption is sought.	N/A	
2.	Bid Security OR Bid Security Declaration and copy(ies) of the relevant documents/certificates, etc. in case exemption is sought.	Form 1 in case of Bank Guarantee	

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
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ICES LIMITED, C=IN
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#	Document	Reference (Form No. in Section IX of this Tender)	Enclosed (Y/N)
3.	Declaration from the Bidder, providing the name of Zone(s) for which the Bidder is bidding	Form 2	
	Packet 1: Document for which the scanned Copy is to be uploaded at the E-tendering portal		
1.	Compliance Matrix/Checklist for Bidder	Form 3	
2.	List of Consortium Members (if applicable) and Subcontractor(s) of the Bidder	Form 4	
3.	Consortium Agreement to be entered amongst both members of a Bidding Consortium (Applicable only in case of Consortium)	Form 5	
4.	Power of Attorney by Consortium Member in favour of Lead Bidder (Applicable only in case of Consortium)	Form 6	
5.	Power of Attorney by Sole/Lead Bidder authorizing an Individual Designated Representative for the Consortium	Form 7	
6.	Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice.	Form 8	
7.	Declaration regarding acceptance of Fraud Prevention Policy	Form 9	
8.	NEFT/RTGS Bank Details	Form 10	

Packet 2 of Envelope-I should contain the following.

Envelope-II of the Bid should contain the duly filled/complete following:

#	Document	Reference (Form No. in Section IX of this Tender)	Enclosed (Y/N)
1.	Covering Letter	Form 11	
2.	Statement of Deviation from the terms of Tender	Form 12	
3.	Declaration of relationship & details of equity shareholding with Parent Company/Affiliate	Form 13	
4.	Authorization from Parent / Affiliate of Bidder whose Financial capabilities have been used by the Sole/Lead Bidder	Form 14	
5.	Undertaking by Parent of Sole/Lead Bidder for submitting its credentials for meeting the Financial Qualification Requirement under the Tender	Form 15	
6.	Board Resolution	Form 16	
7.	Bidder Information cum Technical Qualification Criteria	Form 17	

Signature :-
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User ID : mahendra.singh
Serial No : 162B840

#	Document	Reference (Form No. in Section IX of this Tender)	Enclosed (Y/N)
8.	Self-certification regarding compliance of "Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017"	Form 18	
9.	Self-certification regarding compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding"	Form 19	
10.	Self-certification regarding compliance of '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'	Form 19A	
11.	Self-certification regarding compliance of "Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products"	Form 20	
12.	Self-Declaration regarding "Not stand declared ineligible/ blacklisted/banned/debarred by CESL or its Ministry/Department from participation in its Tender Processes"	Form 21	
13.	Self-Certification in compliance with "Adherence to Labour Laws/Acts required to discharge obligation of providing Drivers under this Tender"	Form 22	
14.	Self-certification regarding office in the Zone, the Bidder has submitted its Bid for	Form 23	
15.	Summary against Technical Qualifying Criteria	Form 24	
16.	Summary against Financial Qualifying Criteria	Form 25	
17.	Format for Bank Guarantee for Performance Security (Not required at Bidding stage)	Form 26	
18.	Financial Bid (Not to be submitted as scanned copy. To be filled electronically in the Portal only)	Form 27	
19.	One complete set of Tender Document and of all its subsequent amendments (if any, effected), duly signed and stamped on each page by the Bidder	N/A	

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 4: Format for List of Consortium Members (if applicable) and Sub-Contractor(s) of the Bidder

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 4: List of Consortium Members (if applicable) and Sub-Contractor(s) of the Bidder

Dear Sir/ Madam,

This Bidder having read, examined, and understood in detail the Tender for "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis" in Zone 1/2/1&2 <Bidder to mention accordingly>, hereby submit the details of our Consortium Member (if applicable) and Sub Contractor(s) as below:

[The Bidder shall identify below the Consortium Members (if applicable) and Sub-contractor(s) for major Project items. For sub-contractor, a Letter of Intent must be provided]

#	Name and Address of the Consortium Member (if applicable) and Sub-Contractor(s)	Role (Distribution of Scope under Section VI)
1		
2		
3		

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 5: Format for Consortium Agreement to be entered amongst both members of a Bidding Consortium

(Applicable only in case of Consortium)

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s……....., AND M/s. ..... for Bidding for Tender No. [Tender Details] dated [Date]

1. THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this ..... [date] day of ..... [month], ... [year] between,
2. M/s. ....., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "Party 1," or "Lead Bidder" which expression shall include its successors, executors and permitted assigns);
3. M/s. ....., a company incorporated under the laws of ..... and having its Registered Office at ....., (hereinafter called "Party 2," which expression shall include its successors, executors and permitted assigns);

   [The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.]

WHEREAS the Parties abovenamed are entering into this Consortium Agreement for the purpose of submitting the Bid in response to the Tender and in the event of selection as Selected Bidder to comply with the requirements as specified in the Tender and ensure execution of the Contract Agreement.

Party 1 and Party 2 are hereinafter collectively referred to as the "Parties" and individually as a "Party.

WHEREAS the Tender stipulates that the Bidders applying as a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Tender, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the Tender, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the Tender document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding Consortium by CESL, We the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... [Insert name of the Lead Bidder], shall act as the Lead Bidder as defined in the Tender for self and agent for and on behalf of M/s. ....., [the name of all the other Member of the Consortium to be filled in here].

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

2. The Lead Bidder is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.
3. Each Consortium Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Tender. The Lead Bidder shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Bidder of the Consortium shall be liable to meet the obligations as defined under the Tender.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Bidder under these presents.
6. The Members expressly agree to adhere to all the terms and conditions of the Tender and confirm that We do not have any Conflict of Interest (as defined in the Tender).
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Lead Bidder shall furnish the Bid Security, as stipulated in the Tender, on behalf of the Bidding Consortium.
9. It is hereby agreed that in case of selection of Bidding Consortium as the Service Provider, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to CESL as stipulated in the Tender, and Purchase Orders to be received by the Bidding Consortium.
10. The Lead Bidder shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.
11. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, shall remain valid over the term of the Project, unless expressly agreed to the contrary by CESL.
12. The Lead Bidder is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Tender for the purposes of the Bid. The representation by the Lead Bidder shall be deemed to be on behalf of and binding on all members of the Consortium.
13. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-A forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the Tender Documents.
14. It is clearly agreed that the Lead Bidder shall ensure performance indicated in the Tender. In the event one or more Consortium Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

15. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties, or obligations under this Agreement to any person or entity except with prior written consent of CESL.
16. This Consortium Agreement:
    a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Party;
    b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
    c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of CESL.

Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated .....

For M/s. ..... (Party 1) [Signature of Authorized Representative] .....

[Name of the Authorized Representative]
[Designation of the Authorized Representative]

Witness 1

[Signature of Witness 1]

Name:

Designation:

Witness 2

[Signature of Witness 2]

Name:

Designation:

Common Seal of ..... has been affixed in my/ our presence pursuant to Board Resolution dated .....

For M/s. ..... (Party 2) [Signature of Authorized Representative] .....

[Name of the Authorized Representative]
[Designation of the Authorized Representative]

Witness 1

[Signature of Witness 1]

Name:

Designation:

Witness 2

[Signature of Witness 2]

Name:

Designation:

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Annexure A:

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Bidder)
2. Roles and Responsibilities of the Party 2

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 6: Format for Power of Attorney by Consortium Member in favour of Lead Bidder

(Applicable only in case of Consortium)

(To be provided by Consortium Member (other than Lead Bidder) in favor of Lead Bidder)

WHEREAS CESL has issued for Tender No. [Tender Details] dated [Date] for inviting Bids in respect of Tender for "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis" (the "Project") on the terms contained in the Tender;

WHEREAS M/s……., [Insert name of Member of Consortium] the other Member of the Consortium are desirous of submitting a Bid in response to the Tender, and if selected, undertaking the responsibility of implementing the Project as per the terms of the Tender;

WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated ……. (the "Consortium Agreement"), entered between all the Members and submitted along with the Bid to appoint …….. [Insert the name and address of the Lead Bidder] as Lead Bidder to represent all the Members of the Consortium for all matters regarding the Tender and the Bid;

AND WHEREAS pursuant to the terms of the Tender and the Consortium Agreement, We, the other Member of the Consortium hereby designate M/s …….. [Insert name of the Lead Bidder] as the Lead Bidder to represent us in all matters regarding the Bid and the Tender, in the manner stated below:-

Know all men by these presents, We ……. [Insert name and address of the registered office of the Member 1] do hereby constitute, appoint, nominate and authorize …… [Insert name and registered office address of the Lead Bidder], which is one of the Members of the Consortium, to act as the Lead Bidder and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the Tender issued by CESL including signing and submission of the Bid and all documents related to the Bid as specified in the Tender, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which CESL may require us to submit. The aforesaid attorney is further authorized for making representations to CESL, and providing information / responses to CESL, representing us and the Consortium in all matters before CESL, and generally dealing with CESL in all matters in connection with our Bid, till completion of the Bidding process as Well as implementation of the Project, if applicable, in accordance with the Tender.

We, as Member of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender. We, as Member of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Signed by the within named ……. [Insert the name of the executant Consortium Member] through the hand of Mr./ Ms./ Dr. ……. duly authorized by the Board to issue such Power of Attorney dated this ……. day of ……..…

Accepted

……

(Signature of Attorney)

[Insert Name, designation, and address of the Attorney]

Attested

……..

(Signature of the executant)

(Name, designation, and address of the executant)

…….

Signature and stamp of Notary of the place of execution

Common seal of …… has been affixed in my/our presence pursuant to Board of Director's Resolution dated……

Witness 1	Witness 2
[Signature of Witness 1]	[Signature of Witness 2]
Name:	Name:
Designation:	Designation:

Notes

a) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).

b) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 7: Format for Power of Attorney by Sole/Lead Bidder authorizing an Individual Designated Representative for the Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution]

(To be submitted by Sole/Lead Bidder)

Know all men by these presents, We …….[Insert name and address of the registered office of the Lead Bidder of the Bidding Consortium/ Sole Bidder] do hereby constitute, appoint, nominate and authorize Mr./Ms. …… [Insert name and residential address], who is presently employed with us and holding the position of ……. as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. [Tender Details] for appointment of Service Provider for provision of Electric Vehicles (the "Project") issued by CESL, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which CESL may require us to submit. The aforesaid attorney is further authorized for making representations to CESL, and providing information / responses to CESL, representing us in all matters before CESL, and generally dealing with CESL in all matters in connection with our Bid till the completion of the Bidding process as per the terms of the Tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named ……. [Insert the name of the executant Consortium Member] through the hand of Mr./ Ms./ Dr. ……. duly authorized by the Board to issue such Power of Attorney dated this ……. day of …….…

Accepted

……

(Signature of Attorney)

[Insert Name, designation, and address of the Attorney]

Attested

……..

(Signature of the executant)

(Name, designation, and address of the executant)

…….

Signature and stamp of Notary of the place of execution

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

Witness 1	Witness 2
[Signature of Witness 1]	[Signature of Witness 2]
Name:	Name:
Designation:	Designation:

Notes

a) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).

b) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 8: Format for Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 8: Undertaking on all counts including disclosure of anything related, that is under litigation or sub-judice

Dear Sir/ Madam,

This Bidder hereby undertake that We will disclose anything which is under sub-judice on all counts.

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
67b2f7f5c2f7a8f82c2f7c8ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 9: Format for Declaration regarding acceptance of Fraud Prevention Policy

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 9: Declaration regarding acceptance of Fraud Prevention Policy

Dear Sir/ Madam,

This Bidder has read the contents of the Fraud Prevention Policy of EESL and/or CESL and undertake that We along with our associate / collaborator /sub-contractors / sub-vendors / Bidders/ service providers, etc., shall strictly abide by the provisions of the Fraud Prevention Policy of EESL and/or CESL.

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

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 10: Format for RTGS/NEFT Bank Details

(To be submitted on Letter head of Sole/Lead Bidder and authorized by the bank through seal, signature, and authorization number)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 10: RTGS/NEFT Bank Details

Dear Sir/ Madam,

This Bidder agrees 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	

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

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

Encl: As above: -

Confirmed by Banker with Seal

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 11: Format for Covering Letter by Bidder

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

From:

[Address of the Lead Bidder/ Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 11: Covering Letter by Bidder

Dear Sir/ Madam,

Having read, examined, and understood the abovementioned Tender Document, We, the undersigned ……. [Insert name of the Sole/Lead Bidder], hereby submit/upload our Techno-Commercial and Financial for Bid comprising of Technical and Financial Bid for "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis" in Zone 1/2/1&2 (Bidder to mention accordingly), in conformity with the said Tender Document.

1. We give our unconditional acceptance to the Tender including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by CESL, as amended. In token of our acceptance to the Tender, the same have been initialed by us and enclosed to the Bid. We shall ensure that We/our Consortium shall execute such requirements as per the provisions of the Tender and provisions of such Tender shall be binding on us.
2. **Fulfilment of Eligibility**: We undertake that We fulfil the Eligibility Criteria stipulated in the Tender and fulfil all the eligibility requirements as the Lead Bidder/ Sole Bidder as outlined in the Tender. We hereby confirm that in accordance with Eligibility Requirements of Eligibility and Qualification Requirements of the Tender, We are herewith submitting legally binding undertaking supported by a board resolution from the ……. [insert

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
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27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

name of Financially Evaluated Entity or its Ultimate Parent Company, as the case may be] that all the equity investment obligations of ……. [insert name of the Sole Bidder/ Lead Bidder] shall be deemed to be equity investment obligations of the …… [insert name of Financially Evaluated Entity or its Ultimate Parent Company, as the ease may be] and in the event of any default by…….…..... [insert name of the Sole Bidder/ / Lead Bidder], the same shall be met by ……. [insert name of Financially Evaluated Entity or its Ultimate Parent Company, as the case may be].

[To be inserted only in ease the Bidder has sought qualification based on financial capability of its Parent]

3. **Bid Security**: We have enclosed a Bid Security of [Amount] in the form of a Bank Guarantee No. ……. [Insert Bank Guarantee Number] (OR Demand Draft) dated …….[Insert date of the Bank Guarantee] as per Bank Guarantee Form for Bid Security given in Bidding Forms – Technical Bid Section from …….[Insert name of Bank providing Bid Bond] and valid up to……. [Date] or details of actual instrument provided as Bid Security.
4. **No Deviation:** We have submitted our Technical and Financial Bid strictly as per terms and formats of the Tender, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.
5. **Acceptance:** We hereby unconditionally and irrevocably agree and accept that the decision made by CESL in respect of any matter regarding or arising out of the Tender shall be binding on us. We hereby expressly waive all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations regarding fulfilling our obligations as per the Tender.
6. **Familiarity with Relevant Indian Laws and Regulations:** We confirm that We have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Tender Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the Tender have been fully examined and considered while submitting the Bid.
7. We confirm that no order/ ruling has been passed in the last 1 (one) year by any Court of Law or any Commission or any Arbitral Tribunal against us or our affiliates for breach of any Contract awarded by any Government agency/department.
8. We confirm that We have not been banned/ debarred by CESL including its parent, or sister company(ies).
9. We confirm that We have not been blacklisted by any Govt. Organization or regulatory agencies or Govt. Undertaking.
10. Contact Person

    Details of the contact person representing our Bidding Consortium/ Sole Bidder supported by the Power of Attorney by Lead Bidder / Sole Bidder authorizing an Individual Designated Representative for the Consortium given in Bidding Forms – Technical Bid Section of the Tender are furnished as under:

    Name:

    Designation:

    Company:

    Address:

    Mobile:

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Phone:

Fax:

Email:

11. We are submitting herewith the Technical Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in the Tender for your consideration.
12. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the Tender.
13. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the Tender and subsequent communications from CESL.
14. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the Tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
15. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 75 (Seventy-Five) Days from the opening of Techno Commercial Bid.
16. We confirm that We have not taken any material deviation to be deemed non-responsive with respect to the provisions stipulated in the Tender.
17. We are registered in accordance with applicable laws [Evidence of valid registration by the Competent Authority shall be attached].
18. If our Bid is accepted, We undertake to provide Performance Security and securities of deeds of Joint Undertaking (as applicable), in the Form and Amounts and within the times specified in the Tender.
19. 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 LoA, without assigning any reason thereof and incurring any liability to the affected Bidder or Bidder(s) or any obligation to inform the affected Bidder or Bidder(s) of the grounds for the CESL's actions.
20. We declare that, We or our sub-contractor(s) are registered under the Labour Laws/Acts and shall comply with all such Labour Laws/Acts required to discharge our obligation of providing Drivers under this Tender.

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 12: Format for Statement of Deviation from the terms of Tender

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 12: Statement of Deviation from the terms of Tender

Dear Sir/ Madam,

The following are the deviations and variations from and exceptions to the terms, conditions, and specification of the Tender Document. 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 Tender Document. 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	Clause	Page	Statement of Deviation/Variation	Cost of withdrawal
Technical Deviations				
Commercial Deviations				

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 13: Format for Declaration of relationship & details of equity shareholding with Parent Company/Affiliate

(To be submitted on Letter head of the Sole/Lead Bidder)

[To be inserted only in ease the Bidder has sought qualification based on technical/financial capability of its Parent/Affiliate Company]

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 13: Declaration of relationship & details of equity shareholding with Parent Company/Affiliate

Dear Sir/ Madam,

This Bidder has considered the technical / financial capability of its Parent/Affiliate, for the purpose of meeting Technical / Financial Qualification Requirements as per the instructions provided in the Tender. The name of Parent, nature of relationship(s) with such Parent and details of equity holding are as follows:

Name of Company whose credentials considered	Type of capability used (Technical/Financial)	Relationship with Sole Bidder / Lead Bidder	Details of equity shareholding (refer notes below)
Company 1			
……..			
……..			
……..			
……..			

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Notes:

- In case of Parent, the equity holding of the Parent in the Sole Bidder / Lead Bidder, need to be specified,
- In case of Affiliate under direct control of Bidder, the equity holding of the Sole Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Affiliate, needs to be specified.
- In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Sole Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.
- Relationship of Parent/Affiliate with Sole Bidder / Member of the Consortium including the Lead Member of the Consortium, should have been in existence for the last 1 (one) year as on the Bid Submission Deadline.

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory of Parent/Affiliate

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory of Sole/Lead Bidder

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 14: Format for authorization from Parent/Affiliate of Bidder, whose financial capabilities have been used by the Sole/Lead Bidder

(On the Letter Head of the Financially Evaluated Entity or its Ultimate Parent Company)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 14: Authorization from Parent/Affiliate of Bidder, whose technical/financial capabilities has been used by the Sole/Lead Bidder

Dear Sir/ Madam,

1. We refer to the Tender dated……. ('Tender') issued by you for selection of Bidder as "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis".
2. We confirm that M/s. ……..... [insert name of Sole/Lead Bidder] has been authorized by us to use our financial capability (insert whichever applies) for meeting the Financial Qualification Requirements (insert whichever applies) for "…… [Name of Project]".
3. We have carefully read and examined in detail the Tender, and We are also submitting legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s……..... [insert Name of Sole/Lead Bidder], shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. *(Include Para no 3 only in cases where the Lead Bidder/Bidding Consortium is seeking financial capability of the Parent Company)*

For and on behalf of …… [insert Name of Parent/Affiliate Company]

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 15: Format for Letter of Undertaking by the Parent of Sole/Lead Bidder for submitting its credentials for meeting the Financial Qualification Requirement under the Tender

(On the Letter Head of the Financially Evaluated Entity or its Ultimate Parent Company)

Bid Document No.: CESL/06/2023-24/EV/2223XXXXX

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 15: Letter of Undertaking by the Parent of Sole/Lead Bidder for submitting its credentials for meeting the Financial Qualification Requirement under the Tender

Dear Sir/ Madam,

1. We, M/s……. (Name of the Parent) declare that We are the Parent company of M/s…….. (Name of the Sole/Lead Bidder) and have controlling interest therein.

   M/s……. (Name of the Sole/Lead Bidder) proposes to submit its Bid under Tender reference no..... (The Project) dated ……and have sought financial strength from us for meeting the stipulated Financial Qualifying Requirement.

2. We have carefully read and examined in detail the Tender and its clauses regarding requirement of investment in the Project. We have also noted the amount of the equity investment required to be made in the Project by the …… [Sole/Lead Bidder] for the Project.

3. We hereby undertake that We hereby pledge our unconditional & irrevocable financial support to M/s……. (Name of the Sole/Lead Bidder), for the execution of the Contract Agreement, in case they are awarded the LoA for the said Tender at the end of the Bidding process. We further agree that this undertaking shall be without prejudice to the various

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

liabilities that M/s ..... (Name of the Sole/Lead Bidder) would be required to undertake in terms of the Contract Agreement including the Performance Security as Well as other obligations of M/s……. (Name of the Sole/Lead Bidder).

4. In view of the above, We hereby undertake to you and confirm that in the event of failure of …….. [Sole/Lead Bidder] to invest in full or in part, in the Project as specified in the Bid, as stipulated by you., We shall invest in the Project.
5. We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

   All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the Tender.

   (in case there is no Board Meeting scheduled, this para shall not be used and CFO or a competent Director of the Financially Evaluated Entity or its Ultimate Parent Company shall provide this undertaking)

6. This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance under the Contract Agreement and/or till it is discharged by CESL.

Certified as true.

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Note:

- Wherever required, extract of the charter documents and documents such as a Board resolution should be submitted for verification.

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
67b2f7f6c2f7a8f8c2f7c6c2ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 16: Format for Board Resolution

(On the Letter Head of the Financially Evaluated Entity or its Ultimate Parent Company)

The Board, after discussion, at the duly convened Meeting on …….. [Insert date] with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 2013. passed the following Resolution:

1 RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the CESL, in the format specified in the Tender issued by CESL, draft of which is attached hereto and initiated by the Chairman whereby the company undertakes to invest One Hundred percent (100%) of the total investment required in the Project, in case of failure of ……. [Name of the Sole/Lead Bidder].

2 FURTHER RESOLVED THAT …….. (insert name of the authorized signatory) be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the CESL through ……....[insert name of Sole/Lead Bidder] of all the related documents, certified copy of this Board resolution or letter, undertakings etc. required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company rubber stamp to be affixed

Note:

- This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Sole/Lead Bidder.
- The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act 2013 (as the case may be) may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 17: Format for Bidder Information cum Eligibility Criteria cum Technical Qualification Requirement

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/2223XXXXX

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 17: Bidder Information cum Eligibility Criteria cum Technical Qualification Requirement

[Sole Bidder/ all Consortium Members must provide all documents required to prove/ substantiate its Technical Qualification as provided in Eligibility and Qualification Requirements of the Tender. The below mentioned documents are to be provided for each Consortium Member.]

Dear Sir/ Madam,

We, the undersigned ……. [Insert name of the Sole/Lead Bidder] having read, examined, and understood in detail the Tender for "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis" in Zone 1/2/1&2 (Bidder to mention accordingly), . hereby submit the Bidder Information below against the Technical Qualification Requirement.

#	Name and details of the Consortium Member	Details of documental evidence attached
1	Company Name and Details	
2	Address of its place of business in India	
3	List of board of directors or regulating/controlling body	
4	Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies	
5	Memorandum and Articles of Association or document constituting the company and regulating its affairs	

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

#	Name and details of the Consortium Member	Details of documental evidence attached
6	Certificate of Commencement of Business issued by the Registrar of Companies	
8	Provident Fund (PF) Certificate indicating PF Code	
9	Copy of Permanent Account Number (PAN) Card	
10	Copy of the Goods and Services Tax (GST) Registration Certificate	
11	Copy of Documents for Eligibility Criteria	
12	Copy of Documents for Technical Qualification	

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 18: Format for Self-certification regarding compliance of "Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017"

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 18: 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'

Ref: "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), 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

Dear Sir/ Madam,

With reference to our Bid proposal for participation in CESL Tender No: ……. dated: …… , I/We hereby confirm that,

"I have read the clause 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 certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

AND

"I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. I certify that this Bidder does not have any ToT arrangement registration with the competent authority" OR "I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. I certify that this Bidder has valid registration to participate in this procurement"

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

AND

"I certify that the OEM(s) of the E-Car Model(s) supplied under this procurement would not be from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that the OEM(s) of the E-Car Model(s) supplied under this procurement fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Thanking you,

Date: …….

Seal of Organization & Signature of Authorized Signatory

Place: ……

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 19: Format for Self-certification regarding compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding"

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 19: Compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding"

Ref: "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II) 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

Dear Sir/ Madam,

This is to undertake that this Bidder shall ensure at least 20% local content in the Goods and Services being offered/quoted/supplied against the aforementioned Tender, in compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II) 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.

Further, this is to undertake the OEM(s) of E-Car(s) which are supplied by this Bidder against the aforementioned Tender, shall also conform to the above requirements.

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 19A: Format Self-certification regarding compliance of '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'

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 19A: Compliance of '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'

Ref: "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II) 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

Dear Sir/ Madam,

This is to certify that that this Bidder is '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' as per "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II) 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. Further, this is to undertake the OEM(s) of E-Car(s) which are supplied by this Bidder against the aforementioned Tender, shall also conform to the above requirements.

Thanking you,

Date: …….

Seal of Organization & Signature of Authorized Signatory

Place: ……

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 20: Format for Self-certification regarding compliance of "Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products"

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 20: Compliance of "Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products"

Ref: "Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products" vide Notification File No. 1(10)/2017-CLES issued by Government of India, Ministry of Electronics and Information Technology dated 06.12.2019, including any amendments or modifications to the same from time to time

Dear Sir/ Madam,

This is to certify that the organization _____ registered as _____ with registration number _____ do hereby solemnly affirm and declare as under:

That We agree to abide by the terms and conditions of the Notification issued by Ministry of Electronics and Information Technology (MeitY), Government of India no. 1(10)/2017-CLES dated 06.12.2019, including any amendments or modifications to the same from time to time.

That the information furnished hereinafter is correct and We undertake to produce relevant records before CESL or any other authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of establishing ownership of the Intellectual Property Rights (IPR), legal existence and revenue accrual, local content for the cyber security products nominated by the aforesaid organization.

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

That all IPR which constitute the said cyber security product has been verified by us and We are responsible for the correctness of the claims made therein and We take complete responsibility for the same.

We agree to maintain all information regarding our claim(s) for IPR ownership, legal existence and revenue accrual, local content in the organization's record throughout the existence of the product and shall make this available for verification to any authorities specified by Government of India.

In case of any change in the IPR ownership, legal existence and revenue accrual, local content We will be accountable to inform Ministry of Electronics and Information Technology (MeitY), Government of India within one Week or before applying for any public procurement or before referring this order for taking any advantage which so ever occurs first.

That in the event of the cyber security product mentioned herein is found to be incorrect and not meeting the prescribed norms, based on the assessment of an authority so nominated by the MeitY, Government of India and We will be liable as under clause 7 (f) of Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Product

1. Name and details of the organization nominating product under this order (Registered Office, Manufacturing unit location, nature of legal entity)
2. Entity Registration Certificate number
   a. Type of Registration
3. Date on which this Certificate is issued
4. Percentage of Royalty/License fee to be paid to other utility with respect to estimated cost of the product
5. Name and contact details of the unit of the manufacturer

Further, this is to undertake the OEM(s) of E-Car(s) which are supplied by this Bidder against the aforementioned Tender, shall also conform to the above requirements, including any amendments or modifications to the same from time to time.

Thanking you,

Date: …….

Seal of Organization & Signature of Authorized Signatory

Place: ……

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 21: Format for Self-declaration regarding compliance of "Not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes"

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 21: Compliance of "Not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes"

Dear Sir/ Madam,

This Bidder hereby undertake that, We, "Not stand declared ineligible/ blacklisted/ banned/ debarred by CESL or its Ministry/ Department from participation in its Tender Processes".

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of
Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
67b2f7f5c2c7a8d82c2d65ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 22: Format for Self-certification in compliance with "Adherence to Labour Laws/Acts required to discharge obligation of providing Drivers under this Tender"

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 22: Compliance with "Adherence to Labour Laws/Acts required to discharge obligation of providing Drivers under this Tender"

Dear Sir/ Madam,

This is to certify that that this Bidder will comply with "Adherence to Labour Laws/Acts required to discharge obligation of providing Drivers under this Tender", which may be:

1. Employees Compensation Act, 1923 and Amendment Act 2017
2. The Trade Unions Act, 1926
3. The Payment of Wages Act, 1936 and Amendment Act 2017
4. The Industrial Employment (Standing Orders) Act, 1946
5. The Industrial Disputes Act, 1947
6. The Minimum Wages Act, 1948
7. The Employee's State Insurance Act, 1948
8. The Factories Act, 1948
9. The Employee's Provident Fund and Miscellaneous Provisions Act, 1952
10. The Motor Transport Workers Act, 1961
11. The Maternity Benefit Act, 1961
12. The Payment of Bonus Act, 1965 and Amendment Act 2015
13. The Contract Labour (Regulation & Abolition) Act, 1970
14. The Payment of Gratuity Act, 1972
15. The Equal Remuneration Act, 1976
16. Industrial Dispute Act, 1947 and (Central) Rules, 1957
17. Any other provisions of the laws in force

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 23: Format for Self-certification regarding office in the Zone, the Bidder has submitted its Bid for

(To be submitted on Letter head of Sole/Lead Bidder)

[In case a Bidder currently does not have an office in the Zone it is Bidding for, the Bidder can submit an undertaking to meet this requirement within 30 days of release of LoA to the Bidder]

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 23: Self-certification regarding Office in the Zone, the Bidder has submitted its Bid for

Dear Sir/ Madam

This is to confirm that M/s……(Name of the Bidder), a company incorporated under Companies Act, 1956/2013 (retain, as applicable) having registered office at…….. as on ……(date) has offices across ……..(number) cities within India. Details of office location are mentioned in Annexure to this Form.

Thanking you,

Date: …….

Seal of Organization & Signature of Authorized Signatory

Place: ……

Annexure 1

1. **Zone 1**

<List of offices with address in Zone 1>

2. **Zone 2**

<List of offices with address in Zone 2>

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 24: Format for Summary against Technical Qualifying Criteria

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 24: Summary against Technical Qualifying Criteria

Dear Sir/ Madam,

We, the undersigned ……. [Insert name of the Sole/Lead Bidder] having read, examined, and understood in detail the Tender for "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis" in Zone 1/2/1&2 <Bidder to mention accordingly>, hereby submit our summarization of qualifying experience below.

For [Name of the Bidder]

#	Brief Description of Work	Name of Client and Contact Details	Contract Duration	Ownership & Hypothecation Details	Number of passenger cars deployed	Name of supporting document	Page Number
1							
2							
3							

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 25: Format for Summary against Financial Qualifying Criteria

(To be submitted on Letter head of Sole/Lead Bidder)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

From:

[Name & Address of the Sole/Lead Bidder]

[Telephone No., Fax No., Email]

[Date]

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 25: Summary against Financial Qualifying Criteria

Dear Sir/ Madam,

This is to certify that ..... [Insert name of Sole Bidder/Consortium Member] having its Registered Office at ..... [Insert Registered Address of the Consortium Member] are in the business of ..... [Insert briefly the nature of the business], have recorded the following:

Annual Turn Over for last three financial years			
#	**Name of Financially Evaluated Bidder**	**Financial Year (FY)**	**Annual Turn Over (In Indian Rupees)**
1			
2			
3			

Net Worth for last three financial years

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

#	Name of Financially Evaluated Bidder	Financial Year (FY)	Net worth Amount (In Indian Rupees)
1			
2			
3			

The above Net worth is arrived from our Audit Reports for the last three financial years duly submitted to the Income Tax Department along with our Audit Reports.

Hence, We certify from the records submitted to us.

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
67b2f7f56c1f9a8f82c2f65ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 26: Format for Bank Guarantee for Performance Security

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

(To be submitted on Letter head of Sole/Lead Bidder – not at stage of Bidding)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

Bank Guarantee No…….....

Date.....

To

Head (Contracts)

Convergence Energy Services Limited

Core-3, 2nd Floor, SCOPE Complex,

Lodhi Road, New Delhi-110003

Sub: Form 26: Bank Guarantee for Performance Security

Dear Sir/Madam,

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 'Service Provider', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract Agreement by issue of Owner's Letter of Award No ……..dated…….and the same having been unequivocally accepted by the Service Provider having agreed to provide a Performance Security for the faithful performance of the entire Contract Agreement equivalent to 5% (percent) of the Contract Value as per the LoA and Tender.

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 Service Provider to the extent of ……as aforesaid at any time up to……(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Service Provider. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Service Provider 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

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

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 Agreement by the Service Provider. 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 Agreement between the owner and Service Provider 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 Service Provider and not withstanding any security or other guarantee that the owner may have in relation to the Service Provider'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.

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

Witness 1

[Signature of Witness 1] [Signature]

Name: Name:

Designation: Designation with Bank Stamp:

Authorized vide Power of Attorney no.

Dated

** Validity of Bank Guarantee should be as per the Section IV of this Tender.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E Mail
7	Bank Reference	

CHECK LIST

#	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 areindicated 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 format prescribed in theTender?	
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 CESL in any manner) ?	
h)	In case of deviations in text of BG, which materially affect the right of CESL,whether the changes have been agreed based on the opinion by Legal Department or BG considered acceptable based on opinion of law Department alreadyavailable 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 authenticatedunder signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Tender?	
l)	In case BG has been issued by a Bank other than those specified of Bid / ContractDocuments, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
6722444d6ec7e96fa1c207cc28d61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Form 27: Format of Financial Bid

[IMPORTANT NOTE: THE FINANCIAL BID SHALL ONLY BE SUBMITTED IN THE ELECTRONIC FORMAT. IT SHALL NOT BE SUBMITTED IN HARD COPY OR AS A PART OF THE TECHNICAL BID.]

(To be submitted on Letter head without Numbers/Figures)

Bid Document No.: CESL/06/2023-24/EV/222309005

Bid Document Date: 21-SEP-23

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

Sub: Form 27: Financial Bid

Dear Sir/ Madam,

We, the undersigned …….. [Insert name of the Sole/Lead Bidder 'Party 1'], having read, examined, and understood in detail the Tender for "Appointment of Service Provider for Deployment of 2000 nos. of Electric Vehicles on a PAN-India basis" submit our Financial Bid. We hereby undertake and confirm that:

a) We have submitted our Financial Bid strictly in accordance with the Tender without any deviations or condition.
b) Our Financial Bid is consistent with all the requirements of submission as stated in the Tender and subsequent communications.
c) Under no circumstances shall escalation in prices of this Financial Bid be entertained by CESL.
d) The details quoted herein shall stand valid at least for 75 Days from the date of opening of techno-commercial Bid.
e) Our quoted Lease Factor is as per the Annexure attached herein.

Dated the ……. [Insert date of the month] day of ……. [Insert month, year] at ……. [Insert place].

Thanking you,

Date: …….

Place: ……

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MAHENDRA SINGH, SERIALNUMBER=6cbeabfc6d23672f81d4da801b75a
[illegible]ad61b8, ST=DELHI, OID.2.5.4.17=110003, O
ID.2.5.4.20=5e8477fb32abf996688234344cba31cbd6feb2b686c927a5e1d6b
27acb4dd2fc, OU=SUPPLY CHAIN MANAGEMENT, O=ENERGY EFFICIENCY SERV
ICES LIMITED, C=IN
User ID : mahendra.singh
Serial No : 162B840

Financial Bid

Schedule 1: Zone 1

Lease Factor for our Financial Bid for Zone 1 is as follows:

#	Parameter (Zone 1)	Anticipated Drawal Quantity	Lease Factor (per Unit)
1	**Lease Factor** *Description: Lease Factor shall be multiplied with the OEM Listed Unit Price of the E-Car of a particular Model (i.e., Make/Model/Variant/ Color etc.) as laid out in the Purchase Order, in order to arrive at the Monthly Lease (Type 1 Cost) of the said E-Car.*	1000	X.XXX% (To be quoted for each Unit electronically, in percentage format and up to 3 places of decimal)

Schedule 2: Zone 2

Lease Factor for our Financial Bid for Zone 2 is as follows:

#	Parameter (Zone 2)	Anticipated Drawal Quantity	Lease Factor (per Unit)
1	**Lease Factor** *Description: Lease Factor shall be multiplied with the OEM Listed Unit Price of the E-Car of a particular Model (i.e., Make/Model/Variant/ Color etc.) as laid out in the Purchase Order, in order to arrive at the Monthly Lease (Type 1 Cost) of the said E-Car*	1000	X.XXX% (To be quoted for each Unit electronically, in percentage format and up to 3 places of decimal)

Bidder may choose to fill for Zone 1 and/or Zone 2, as applicable.

I/We have read all the terms and conditions of the Tender Document and the Annexure(s) thereto and agree to accept and abide by the same in total.

The above Bid has been prepared after considering all the terms and conditions of the Tender Document, including calculation of Lease Factor and its relevance in determining the Monthly Lease derived by such Lease Factor, Performance Security, etc.

(SEAL)

Name _____

In the capacity of _____

Signed _____

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

Date __

Signature :-
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SECTION X: APPENDICES

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1. Appendix A: Abbreviations and Acronyms

#	Abbreviation/ Acronym	Description
1.	24X7	24 hours a day, 7 days a Week
2.	4W	4-Wheeler
3.	AC	Alternating Current
4.	AITB	Appendix to Instructions to Bidders
5.	ATO	Annual Turnover
6.	BG	Bank Guarantee
7.	BOM	Bill of Material
8.	CA	Chartered Accountant
9.	CEO	Chief Executive Officer
10.	CESL	Convergence Energy Services Limited
11.	CGST	Central Goods and Services Tax
12.	CIF	Cost, Insurance and Freight
13.	CPCB	Central Pollution Control Board
14.	CPSU	Central Public Sector Unit / Central Public Sector Undertaking
15.	Cr.	Crore
16.	CTC	Cost To Company
17.	DD	Demand Draft
18.	DIN	Document Identification Number
19.	DIPP	Department of Industrial Policy & Promotion
20.	DoE	Department of Expenditure
21.	DPIIT	Department for Promotion of Industry and Internal Trade
22.	DSC	Digital Signature Certificate
23.	Dt.	Dated
24.	E-Cars	Electric Cars
25.	EESL	Energy Efficiency Services Limited
26.	EFT	Electronic Funds Transfer
27.	EOI	Expression of Interest
28.	EPF	Employees Provident Fund
29.	EPFO	Employees Provident Fund Organization
30.	ERV	Exchange Rate Variation
31.	ESI	Employees State Insurance
32.	ESIC	Employees' State Insurance Corporation
33.	EV	Electric Vehicle
34.	FDI	Foreign Direct Investment
35.	FOR	Freight On Road
36.	FY	Financial Year

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#	Abbreviation/ Acronym	Description
37.	GCC	General Conditions of Contract
38.	GFR	General Financial Rules
39.	GST	Goods and Service Taxes
40.	GSTIN	Goods and Service Taxes Identification Number
41.	HRA	House Rent Allowance
42.	HSN	Harmonized System Nomenclature
43.	HSRP	High Security Registration Plate (Front Number Plate, Rear Number Plate and Third Registration Plate-Coloured Sticker)
44.	i.r.o	in respect of
45.	ICE	Internal Combustion Engine
46.	IFB	Invitation for Bid
47.	IFSC	Indian Financial System Code
48.	IGST	Integrated Goods and Services Tax
49.	₹	Indian Rupee
50.	IPR	Intellectual Property Rights
51.	IRDAI	Insurance Regulatory and Development Authority of India
52.	IST	Indian Standard Time
53.	IT	Information Technology
54.	ITB	Instructions to Bidders
55.	JV	Joint Venture
56.	Km	Kilometer
57.	LD	Liquidated Damage
58.	LLP	Limited Liability Partnership
59.	LoA	Letter of Award
60.	MEA	Ministry of External Affairs
61.	MeitY	Ministry of Electronics and Information Technology
62.	MICR	Magnetic Ink Character Recognition
63.	MHI	Ministry of Heavy Industry
64.	MoEF	Ministry of Environment, Forest and Climate Change
65.	MoF	Ministry of Finance
66.	MoP	Ministry of Power
67.	MoRTH	Ministry of Road Transport and Highways of India
68.	MoU	Memorandum of Understanding
69.	MSE	Micro and Small Enterprises
70.	MSME	Ministry of Micro, Small and Medium Enterprises
71.	MSMED	Micro, Small and Medium Enterprises Development
72.	NATRiP	National Automotive Testing and R&D Infrastructure Project
73.	NCT	National Capital Territory

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#	Abbreviation/ Acronym	Description
74.	NEFT	National Electronic Funds Transfer
75.	NIC	National Industrial Classification
76.	NIT	Notice Inviting Tender
77.	OD	Own Damage
78.	OEM	Original Equipment Manufacturer
79.	P&L	Profit and Loss
80.	PAN	Presence Across Nation
81.	PAN	Permanent Account Number
82.	PDFP	Portable Document Format
83.	PF	Provident Fund
84.	PO	Purchase Order
85.	PPD	Public Procurement Division
86.	PPI-Mii	Public Procurement Policy Make in India
87.	PQ	Pre-Qualification
88.	PSU	Public Sector Unit / Public Sector Undertaking
89.	PVC	Poly Vinyl Chloride
90.	QR	Qualification Requirements
91.	R&D	Research & Development
92.	R&M	Repair & Maintenance
93.	RBI	Reserve Bank of India
94.	RCM	Reverse Charge Mechanism
95.	RFID	Radio Frequency Identification
96.	RFP	Request for Proposal
97.	RPAD	Registered Post with Acknowledgement Due
98.	RSA	Roadside Assistance
99.	RTGS	Real Time Gross Settlement
100.	RTI	Right To Information
101.	RTO	Regional Transport Office
102.	SBI	State Bank of India
103.	SC	Scheduled Caste
104.	SCC	Special Conditions of Contract
105.	SEBI	Securities and Exchange Board of India
106.	SGST	State Goods and Services Tax
107.	SFMS	Structured Financial Messaging System
108.	SLA	Service Level Agreement
109.	SOC	State of Charge
110.	ST	Scheduled Tribe
111.	SUV	Sport Utility Vehicle

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#	Abbreviation/ Acronym	Description
112.	TAC	Tariff Advisory Committee
113.	TCS	Tax Collected at Source
114.	TDS	Tax Deposited at Source
115.	TIA	Tender Inviting Authority
116.	TIS	Tender Information Summary
117.	TP	Third Party
118.	URL	Uniform Resource Locator
119.	UT	Union Territory
120.	WO	Work Order

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2. Appendix B: Definitions

1.	**Abnormal Usage (of E-Car)**	"Abnormal Usage" of E-Car shall be defined as usage of E-Car by the Client or its Related Party that is not in strict accordance to the OEM's manual including usage for purposes of any modifications, racing, pace making, rallies, reliability trials, speed testing, driving tuition, public transport etc.
2.	**Affiliate**	"Affiliate" shall mean a Company that either directly or indirectly: controls or is controlled by or is under common control with a Bidder and "control" mean ownership by one company of twenty six percent (26%) of the voting rights of the other company
3.	**Agreement Period**	"Agreement Period" shall mean the time period for which a CESL-Client Agreement will remain in currency. Such a time period will start at the date of deployment of first E-Car(s) under the respective CESL-Client Agreement and complete at the end of 5 years from the date of deployment of last E-Car(s), under the same CESL-Client Agreement, unless terminated in accordance with the terms and conditions of CESL-Client Agreement. To clarify further the Agreement Period for a CESL-Client Agreement shall be the union of E-Car Lease Period(s) of all E-Car(s) deployed under the said CESL-Client Agreement.
4.	**Authorized Workshop**	"Authorized Workshop" shall mean the Workshop as intimated by the Service Provider or CESL to the Client in writing for each model of E-Car deployed with the Client.
5.	**Bid or Techno-Commercial Bid**	"Bid" (including the term 'Tender', 'offer', 'quotation' or 'proposal' in certain contexts) shall mean the Bid submitted by a Bidder(s) in response to this Tender and shall include the Technical Bid and the Financial Bid;
6.	**Bidder**	"Bidder" (including the term 'Tenderer' in certain contexts) shall mean any individual entity or Consortium of entities Bidding in response to this Tender.
7.	**Bidding Consortium**	"Bidding Consortium" shall mean the Consortium of entities Bidding for Project after executing Consortium Agreement as per the terms and conditions of this Tender;
8.	**Bid Security**	"Bid Security" (including the term 'Earnest Money Deposit' (EMD), in certain contexts) means a security from a Bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the Bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Tender Document.
9.	**Bid Submission Deadline**	"Bid Submission Deadline" shall have the meaning as ascribed thereto in ITB.
10.	**CESL-Client Agreement**	"CESL-Client Agreement" shall mean the agreement or any other form of arrangement including a Work Order etc. to be entered into between CESL and its Client post the appointment of Service Provider in the relevant Zone basis the competitive process

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		followed under this Tender. Such agreement/arrangement will be separately entered, by CESL with each Client.
11.	**Contract Agreement**	"Contract Agreement" shall mean the agreement to be entered into between CESL and the selected Bidder(s) of each Zone, post the acceptance/deemed acceptance of LoA by the selected Bidder.
12.	**Contracted Boundary**	"Contracted Boundary" shall mean a geographical area as demarcated in a CESL-Client Agreement and intimated in the relevant Purchase Order issued to the Service Provider, inside which the Service Provider will provide Services under this Tender.
13.	**Conflict of Interest**	"Conflict of Interest" shall have the meaning as ascribed thereto in ITB.
14.	**Consortium Member**	"Consortium Member" shall mean any Member of the Bidding Consortium other than the Lead Bidder
15.	**Date of Deployment**	"Date of Deployment" in respect of an E-Car, shall mean the date on which the E-Car along with Services to be provided by the Service Provider as per the terms and conditions of this Tender, is deployed with a Client of CESL, in accordance with the corresponding Purchase Order. E-Car(s) deployed in such a manner under a single Purchase Order and/or a CESL-Client Contract may each have different Date of Deployment.
16.	**Day**	"Day" means a calendar day
17.	**Designated Driver**	"Designated Driver" shall mean the Driver (Drivers, in case multiple drivers are mapped to deployed E-Car(s)), including a replacement Driver, if applicable, deputed by the Service Provider for driving an E-Car deployed with a Client of CESL in accordance with the relevant Purchase Order.
18.	**Digital Logbook**	"Digital Logbook" shall have the same meaning as ascribed thereto in the Clause 7 (10) of Section VI of this Tender.
19.	**E-Car**	"E-Car" shall mean a 4-wheeler passenger vehicle that uses one or more electric motors for propulsion
20.	**E-Car Lease Period**	"E-Car Lease Period" for an E-Car deployed by a Service provider in fulfilment of its scope under this Tender, shall be a period of 5 Years starting from the Date of Deployment, provided the corresponding CESL-Client Agreement is not foreclosed/terminated early, in which case the E-Car Lease Period shall be co-terminus with such (terminated) CESL-Client Agreement.
21.	**EV Charging Unit**	The "EV Charging Unit" supplied with the deployed E-Car will be the standard unit as issued by the vehicle OEM. It will normally consist of: (a) A charging cable with a Type 2 connector on one side (E-Car side) and a 3-pin connector on the other side (Charger side), and (b) An AC Home charger box with a 3-pin connector as output, and (c) Power cable to connect AC Home Charger with AC mains
22.	**Financial Bid**	"Financial Bid" shall have the meaning as ascribed thereto in ITB;

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23.	**Financially Evaluated Entity**	"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in Clause 1.2 of Section VIII of this Tender
24.	**Financial Year**	"Financial Year" or "FY" shall mean the period starting from 1st April of a calendar year to 31st March of the consecutive calendar year;
25.	**Foreclosure Value**	"Foreclosure Value" shall be defined as sum of all monies that the CESL has received from the Client on account of early termination of relevant CESL-Client Agreement.
26.	**Holding Company**	"Holding Company" shall have the same meaning as ascribed thereto in the Companies Act, 2013.
27.	**ITB**	"ITB" (this Section II of the Tender) means the Instructions to Bidders that, along with other Sections, provides the Bidders with all information needed to prepare their Bids.
28.	**Insurance Company**	"Insurance Company" shall refer to the company from which the Service provider has obtained the insurance package of the E-Car(s) deployed under this Tender.
29.	**Lease Factor**	"Lease Factor" shall have the meaning as ascribed thereto in ITB.
30.	**Lead Bidder or Lead Bidder**	"Lead Bidder" or "Lead Bidder" shall mean the Member of the Bidding Consortium, designated as such by the other members of the Consortium, having authority to represent all the members before the CESL;
31.	**Letter of Award (LoA)**	"Letter of Award" (LoA) shall mean the notification of award issued to Selected Bidder(s) by CESL.
32.	**LoA Delivery Period**	"LoA Delivery Period" shall be a period of 1 Year starting from the date of issuance of LoA including any extension thereof.
33.	**Model**	(E-Car) "Model" shall refer to a combination of Make (OEM), Model, Variant, Colour etc. that uniquely defines a model of car commercially available for sale.
34.	**Monthly Lease**	"Monthly Lease" shall mean the value in terms of Indian Rupees per month as ascribed thereto in ITB.
35.	**Month**	"Month" shall mean calendar month, unless otherwise specified.
36.	**Motor Vehicle Tax**	"Motor Vehicle Tax" shall mean the tax levied by Central and State government through the allied RTO on the purchase of a new vehicle mainly to maintain the infrastructure of Indian roadways.
37.	**New E-Car**	"New E-Car" shall be defined as an E-Car for which the Client shall be the first owner of the respective E-Car, as per the relevant RTO.
38.	**Original Equipment Manufacturer or OEM**	"OEM" shall mean the company which manufactures and/or assembles the E-Car, including its parts, components etc. supplied or to be supplied under this Tender.
39.	**OEM Listed Unit Price**	"OEM Listed Unit Price" shall mean the price at which OEM of the E-Car(s) sells the E-Car, excluding any applicable GST. This price does not include Tax Collected at Source (TCS), road tax, registration charges, insurance, etc. For clarity, it is provided that the "OEM Listed Unit Price" may be different from the actual price at which the Service Provider purchases an E-Car. However, for any calculation in the

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		Tender/LoA/Purchase Order, OEM Listed Unit Price shall be considered.
40.	**Parent(s)**	"Parent(s)" shall mean an entity that is a Company that holds at least hundred percent (100%) of the paid - up equity capital directly or indirectly in the Bidder, as the case may be.
41.	**Partial Damage**	"Partial damage" in case of an E-Car involved in accident, is defined as the difference between the expenses incurred in repairing the damage to the E-Car and the amount recovered under the insurance policy against a claim made in relation to the said accident.
42.	**Project**	"Project" shall mean delivery of Services by the Selected Bidder(s) under this Tender.
43.	**Purchase Order**	"Purchase Order" shall mean a document, issued by CESL to the Selected Bidder(s) for supply of goods and services, which shall specify items, quantities, prices, etc. for delivery of Services being procured under the instant Tender.
44.	**Tender**	"Tender" means this Tender of which the number, name and details have been mentioned in Bid Data Sheet, including all its Volumes/ Sections/ Forms / Annexures / Appendices etc., for Appointment of Service Provider (including all clarification/ addendum/ amendment/ corrigendum/ etc. issued from time to time);
45.	**Cost of Tender Document**	"Cost of Tender Document" shall mean the fees submitted with the Tender;
46.	**Regional / Road Transport Office (RTO)**	"RTO" shall refer to the nearest government office responsible for issuing Registration Certificate, HSRP, etc. from the Contracted Boundary of the Client.
47.	**Service Provider**	"Service Provider" shall mean the entity(ies) appointed in each Zone, for delivery of Services being procured under the instant Tender
48.	**Service(s) or Related Service or EV as a Service**	"Service(s)" or "Related Service(s)" or "EV as a Service" shall mean any Goods supplied and Service(s) performed by the Service Provider under the relevant Purchase Order. Such Services may broadly include the following and have been detailed vide Section VI of this Tender: i) E-Car(s) registered in the name of Client of CESL and hypothecated to the Service Provider. ii) EV Charging Unit provided with the E-Car by OEM. iii) Driver for the E-Car (optional, depending upon the requirement of Client) iv) Comprehensive repair and maintenance of the E-Car v) Insurance cover for the E-Car;
49.	**Standard Condition**	"Standard Condition" of an E-Car shall be defined as an E-Car and its accessories that has been subjected to normal Wear and tear considering the duration of usage and mileage (of the E-Car).
50.	**Sub-Contractor**	"Sub-Contractor" shall mean any person or company, to whom execution of any part of the Purchase Order, is sub-contracted

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directly or indirectly by the Service Provider, and includes its legal successors or permitted assigns;

51.	**Subsidiary**	"Subsidiary" shall have the same meaning as ascribed thereto in the Companies Act, 2013.
52.	**Technical Bid**	"Technical Bid" shall have the meaning as ascribed thereto in ITB;
53.	**Technically Evaluated Entity**	"Technically Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in Clause 1.2 of Section VIII of this Tender;
54.	**Ultimate Parent**	"Ultimate Parent Company" shall mean an entity which owns at least hundred percent (100%) equity in the Sole Bidder or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) and such Sole Bidder or Member of a Consortium, (as the ease may be) and the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such entity.
55.	**Zone**	"Zone" shall be defined as a group of States and UTs as specified in the AITB for inviting Bids under this Tender. The price discovery under this Tender will happen independently for each Zone.

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3. Appendix C: Sample Invoice of Service Provider

(All figures are in ₹ unless otherwise mentioned)

1) Type 1 Costs

#	Items	Assumed Value
1.	OEM Listed Unit Price of the E-Car [P]	15,22,857
2.	Lease Factor for the applicable month [LF]	2.015%

Estimation of Type 1 Cost for the applicable month:

B_1 = P X LF [As per Section VI]

= 15,22,857 X 2.015%

= 30,686 /-

2) Type 2 Costs

#	Items	Assumed Value
1.	Ex-Showroom Price (OEM listed Unit Price of E-Car plus GST @ 5%)	15,99,000
2.	Motor Vehicle Tax (8% of Ex. Showroom Price) [Q]	1,27,920
3.	Lease Factor for the applicable month [LF]	2.015%

Estimation of Type 2 Cost for the applicable month:

B2 = Q X LF [As above]

= 1,27,920 X 2.00%

= 2,578 /-

3) Type 3 Costs

#	Items	Assumed Value
On account of excess kilometrage		
1.	Total KM run over 2,000 KMs (for the cases where service provider not required to provide driver in accordance with relevant Purchase Order)	100 KMs
2.	Rate at which excess kilometrage is charged (as per clause 3 of Section VI)	5
3.	Total on account of excess kilometrage [A1]	**500**
On account of Driver Remuneration		
	Basic Salary	15,000
	HRA Allowance	5,903
	Gross Salary	20,903
	EPF @ 12% of Basic Salary	1,800
	EPF Admin Charge @ 1% of Basic Salary	137
	ESI @ 3.25% of Gross Salary	446

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#	Items	Assumed Value
	Bonus @ 8.33% of Gross Salary	1,741
1.	Total Fixed Component (Gross Salary + EPF + EPF Admin Charge + ESI + Bonus)	25,273
2.	Variable Component (overtime for 20 hours @ ₹ 201 per hour)	4,020
	ESI @ 3.25% of Overtime	131
3.	Total Driver Remuneration Cost [A2]	29,424
On account of Supervision and Management Charges		
1.	Supervision and Management Cost (@ 10% of Fixed Component) [A3]	2,527
On account of possession and usage of E-Cars		
	Toll taxes including FASTag, incurred during the billing month	1,000
	Parking Fee, incurred during the billing month	500
1.	Total Cost on possession and usage of E-Cars [A4]	**1,500**

Estimation of Type 3 Cost for the applicable month:

B3 = A1+A2+A3+A4 [As per the table above]

= 500 + 29,424 + 2,527 + 1,500

= 33,931

4) Type 4 Costs

#	Items	Assumed Value
1.	Total Cost incurred on account of charging the E-Car(s) for billing month	500

Estimation of Type 4 Cost for the applicable month:

B4 = 500

Estimation of Total Billing for the applicable month

Total = B1 + B2 + B3 + B4

= 30,686 + 2,578 + 33,931 + 500

= 67,694 /- (excluding GST)

Note: The above sample estimation of Total Billing for the applicable month is indicative and actual Billing/Invoice format to be used by the Service Provider(s) may be different.

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ICES LIMITED, C=IN
User ID : mahendra.singh
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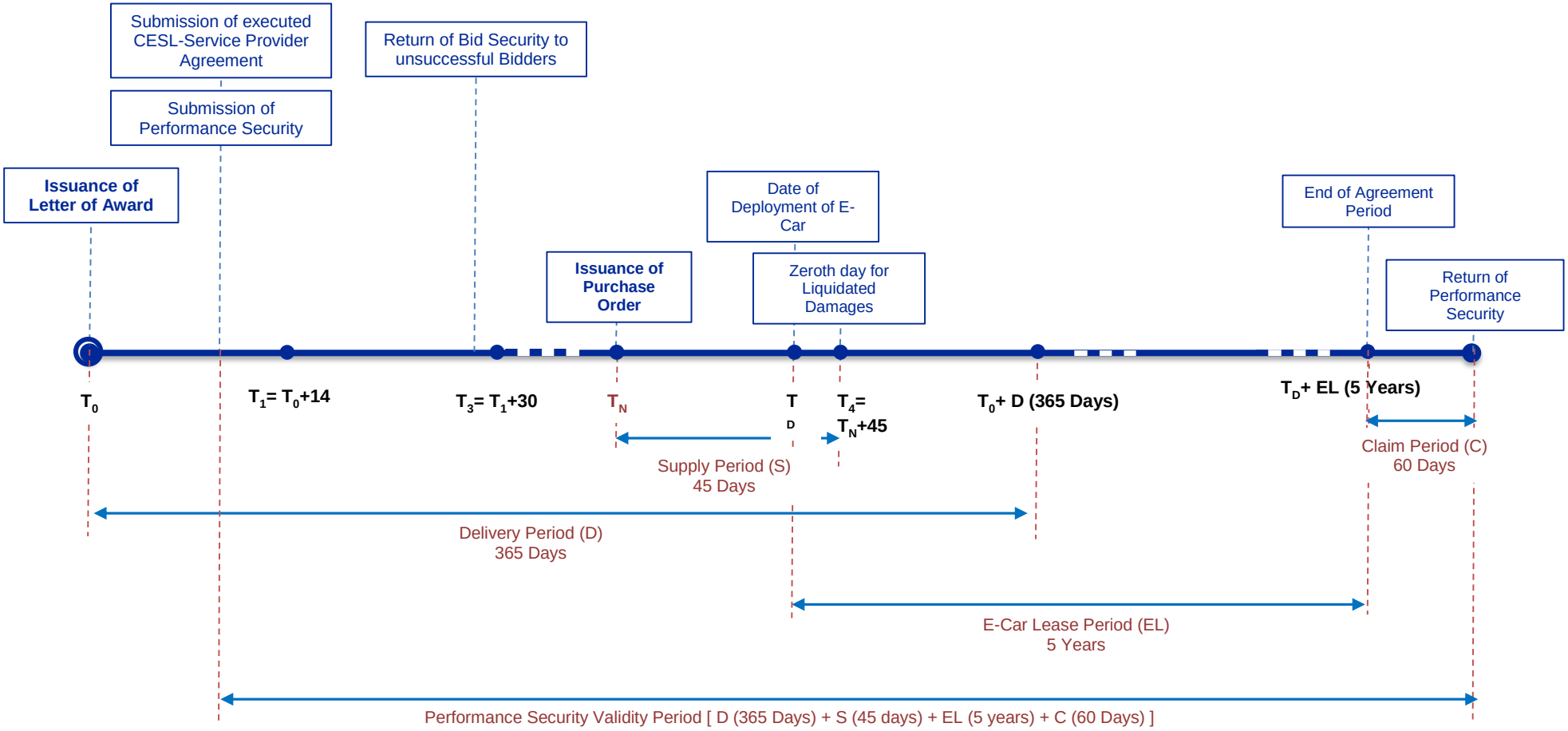
4. Appendix D: Illustrative Project Timelines

The given below timeline is indicative and for any 1 E-Car delivered by the Service Provider on T_D Date. However, any clause related to the below Dates and/or Periods in the Tender Document shall supersede the interpretation in the given below illustration:



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ICES LIMITED, C=IN
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