



**Invitation for Expression of Interest (EOI)  
for  
OEM Empanelment for Supply of Electric  
Three-Wheeler Vehicles in India**

EOI Ref No:  
CESL/06/2021-22/EV/E3W/EOI/212207013

Issued By  
CONVERGENCE ENERGY SERVICES  
LIMITED  
(100% Wholly Owned Subsidiary of EESL)  
(Scope Complex, Lodhi Rd, New Delhi, Delhi  
110003)

06 JULY,2021



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

Bidding Document Cost	INR 25000/-(Twenty Five Thousand Only) non-refundable and non-adjustable												
Project Summary	<b>OEM Empanelment for Supply of Electric Three-Wheeler Vehicles in India</b> <b>Eol Ref No:</b> CESL/06/2021-22/EV/E3W/EOI/212207013 <b>Date:</b> 06.07.2021												
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 06.07.2021(Tuesday) to 26.07.2021 (Monday) (up to 1400 hours IST)												
Pre-Bid Meeting	13.07.2021 (Tuesday) at 1100 hrs. IST  Pre-Bid Meeting shall be convened ONLINE through Microsoft Teams  <table border="1" data-bbox="581 741 1453 1096"> <tr> <td>Meeting link:</td> <td><a href="https://eeslindia.webex.com/eeslindia/j.php?MTID=m20667387b13f58c484358ca582f19512">https://eeslindia.webex.com/eeslindia/j.php?MTID=m20667387b13f58c484358ca582f19512</a></td> </tr> <tr> <td>Meeting number:</td> <td>184 942 4561</td> </tr> <tr> <td>Password:</td> <td>VpMmQukp258</td> </tr> <tr> <td>Host key:</td> <td>903522</td> </tr> <tr> <td>Join by video system</td> <td>Dial 1849424561@eeslindia.webex.com You can also dial 210.4.202.4 and enter your meeting number</td> </tr> <tr> <td>Join by phone</td> <td>+91-11-6480-0114 India Toll (Delhi) +91-22-6480-0114 India Toll (Mumbai) Access code: 184 942 4561</td> </tr> </table> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• <b>Bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required).</b></li> <li>• <b>CESL shall not be responsible for any issue arising on this context.</b></li> </ul> <p>All the queries shall be sent well in advance as mentioned in Attachment-4.</p>	Meeting link:	<a href="https://eeslindia.webex.com/eeslindia/j.php?MTID=m20667387b13f58c484358ca582f19512">https://eeslindia.webex.com/eeslindia/j.php?MTID=m20667387b13f58c484358ca582f19512</a>	Meeting number:	184 942 4561	Password:	VpMmQukp258	Host key:	903522	Join by video system	Dial 1849424561@eeslindia.webex.com You can also dial 210.4.202.4 and enter your meeting number	Join by phone	+91-11-6480-0114 India Toll (Delhi) +91-22-6480-0114 India Toll (Mumbai) Access code: 184 942 4561
Meeting link:	<a href="https://eeslindia.webex.com/eeslindia/j.php?MTID=m20667387b13f58c484358ca582f19512">https://eeslindia.webex.com/eeslindia/j.php?MTID=m20667387b13f58c484358ca582f19512</a>												
Meeting number:	184 942 4561												
Password:	VpMmQukp258												
Host key:	903522												
Join by video system	Dial 1849424561@eeslindia.webex.com You can also dial 210.4.202.4 and enter your meeting number												
Join by phone	+91-11-6480-0114 India Toll (Delhi) +91-22-6480-0114 India Toll (Mumbai) Access code: 184 942 4561												
Online Bid Submission Period	From 06-07-2021(Tuesday) to 26.07.2021 (Monday) (up to 1430 hours IST)												
Techno-commercial E-bid Opening date of Opening	26.07.2021 (Monday), 1500 Hrs IST												
Place of Opening	CESL Office, Core-3 2 <sup>nd</sup> Floor, Scope Complex, Lodhi Road, New Delhi-110003												
Bid to be Addressed to	Mr. Deepak Mittal, AM (SCM) Convergence Energy Services Limited Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003												
Email	Contact Person(s) for Tender-related Queries  Mr. Deepak Mittal, AM (SCM) Mr. Divyang Suri, Engineer (SCM)												



	<p>Mr. Sundeep Kumar Mittal, AE(SCM) <a href="mailto:dmittal@eesl.co.in">dmittal@eesl.co.in</a>; <a href="mailto:u_dsuri@eesl.co.in">u_dsuri@eesl.co.in</a>; <a href="mailto:smittal@eesl.co.in">smittal@eesl.co.in</a></p> <p>Contact Person(s) for Technical Queries (copy of the query to be marked to Contracts Dept. as well)</p> <p>Mr. Polash Das, manager (Tech-EV) Mr. Rahul Juyal, Engineer (Tech-EV) <a href="mailto:pdas@eesl.co.in">pdas@eesl.co.in</a>; <a href="mailto:rjuyal@eesl.co.in">rjuyal@eesl.co.in</a></p>
Website	<a href="https://eesl.eproc.in">https://eesl.eproc.in</a>
Earnest Money Deposit	Bid Security Declaration to be Submitted as per Attachment-2

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

The Bid Security Declaration and must reach the following address in a sealed envelope super scribed “**EMD and Bidding Document Fee for CESL/06/2021-22/EV/E3W/EOI/212207013 Dated 06-07-2021**” before the submission date & time mentioned above.

Mr. Deepak Mittal, AM (SCM)  
Convergence Energy Services Limited  
Core-3, 2<sup>nd</sup> Floor,  
SCOPE Complex,  
Lodhi Road, New Delhi-110003

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

**NOTE: EESL has appointed M/s. C1 India Pvt. Ltd., NOIDA as implementation agency for carrying out e-Procurement. Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the E-tendering process. New bidders should register on the website <https://eesl.eproc.in> by payment of one-time registration fee of Rs. 5,000/- through DD in favour of “Energy Efficiency Services Limited”.**

Bidders are requested to visit “e-Tendering” section at EESL website, [www.eeslindia.org](http://www.eeslindia.org) for instructions and registration on E-tendering portal.

#### **Steps for Registration on EESL’s E-Procurement Portal**

- (i) Open portal by entering URL <https://eesl.eproc.in> in internet explorer.
- (ii) Download and read ‘System Requirement Manual’ and Registration Manual from our e-tendering portal <https://eesl.eproc.in>
- (iii) Click on ‘Login/Sign Up’ link and then Registration link for new registration.
- (iv) Fill all mandatory fields and click on submit button.
- (v) Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase which is received in your registered email id

Signature :-  
Subject : CN=Energy Efficiency Services Limited, OU=17-110003, OU=SUPPLY CHAIN M  
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : divyang.suri  
Serial No : 131B466





- (vi) Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
- (vii) Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favour of "Energy Efficiency Services Limited", Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to EESL, Delhi office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).
- (viii) Also read the instructions given under E-tendering link available at home page of EESL website [www.eeslindia.org](http://www.eeslindia.org).

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

**A. Digital Signature Certificate:**

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

**B. EESL Global Support Telephones and e-mail id**

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

[eeslsupport@c1india.com](mailto:eeslsupport@c1india.com), [sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com)



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

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

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

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

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

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.

2. **Purchase Preference to MSEs:** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

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



**2.1 Where the tendered quantity can be split:** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

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

**2.3 MSE owned by SC/ST is defined as:**

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

**2.4 MSE owned by Women is defined as:**

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

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

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

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	(a) If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE as general bidder.



		<p><b>(b)</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 bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to MSE bidder(s) in such cases shall be less than 25% which will be in line with the tender conditions.</p> <p><b>(c)</b> If MSE is in the</p>
--	--	--



		<p>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.</p> <p><b>(d)</b> If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p><b>(e)</b> If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by CESL. However, CESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the</p>
--	--	---





			<p>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.</p>
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	<p>(a) If MSE is L1, 100% order will be given to MSE.</p> <p>(b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder.</p> <p>(c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.</p>

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



documents for start-ups as defined in point (2) above.

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

- (a) Not prior to seven years, however for Biotechnology Startups not prior to ten years,
- (b) With annual turnover not exceeding INR 25 crore in any preceding financial year, and
- (c) Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- (d) Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 7 years and for biotechnology startups 10 years from the date of incorporation/ registration.

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

NOTES: -

- a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
- b) In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
- c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above "Tender conditions for Benefits/Preference for Micro & Small Enterprises (MSEs)."
- e) If bidder submits EMD/bid security fees and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.
- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.

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

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



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

**Note: If NIC codes as mentioned at above are not found in the submitted Udyog Aadhar Memorandum/Udyam Registration, then in such a case the benefits applicable to MSEs shall NOT be given to the applicant.**



**THE BIDS IS TO BE SUBMITTED AS FOLLOWS: -**

*(Please note that, CESL has switched the tender system into E-tendering. Bidders shall submit their bid accordingly as per the terms and conditions of E-tendering mode.)*

**Envelope-I should contain the following:**

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



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

- i. **Scanned Copy to be uploaded: Deviation Statement** (as per format at Attachment-5).  
**NOTE:** CESL reserves the right to consider or disregard deviations, and reject bids in case of non-compliance. Bids containing material deviations from or reservations to the Terms & Conditions and specifications mentioned in the Tender will be treated as non-responsive & will not be considered further.
- ii. **Scanned Copy to be uploaded:** Covering Letter of the bidder, enclosing Techno-commercial bid as indicated in bid documents, i.e., documentary evidences regarding bidder's eligibility and qualifications to perform the Contract, as required per the Eligibility Conditions/Criteria, Qualifying Requirements and Bid Evaluation Criteria, **AND** Details of Service Provider team structure.
- iii. **Scanned Copy to be uploaded:** One complete set of the EOI and of all its subsequent amendments (if any, effected)}, duly signed and stamped on each page by the bidder.

**Opening & Further Processing of the Bids**

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

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

*On Behalf of CESL*

***SCM Department***





## Contents

1. Background .....	15
1.1 About CESL .....	16
2. Objective .....	16
3. Eligibility & Qualifying Requirements For OEM Empanelment .....	17
4. Scope Of Work & Project Execution .....	20
4.1. Scope of Work .....	20
4.2. Tentative Requirement of Electric Three Wheelers .....	21
4.3. Product Specification E3W .....	21



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



## Expression of Interest (EOI) for OEM Empanelment for Supply of Electric Three-Wheeler Vehicles in India

### 1. BACKGROUND

India is at the cusp of an e-mobility revolution. The Government of India (GoI) is moving towards accelerated adoption of EVs by 2030 to cut down its carbon emissions. It has announced a target to reach 25% EV adoption by 2030.

One of the key policy measures launched by the Central Govt. to promote EVs is the Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles Scheme (Phase-II) under NEMMP 2020. The Phase-II of the Scheme has a total budget outlay of INR 10,000 crores, for upfront incentives on the purchase of EVs, as well as, supporting the development of charging infrastructure. The scheme aims to support deployment of 7,000 e-buses; **5,00,000 E3W**; 55,000 E4W and 10,00,000 E2W. **Under the FAME II Scheme, E3W is the segment covered for incentives under the private ownership, with an outlay of INR 2,000 crores.**

On 11 June 2021, Department of Heavy Industry (DHI) issued a corrigendum for the FAME II Scheme. The corrigendum brings forth the following major changes,

- a) **EESL has been appointed as designated agency for aggregating demand of 300,000 E3W for multiple user segments**
- b) EESL has been appointed as designated agency for aggregating demand electric buses (for nine (9) cities with population of more than four million plus cities - Mumbai, Delhi, Bangalore, Hyderabad, Ahmedabad, Chennai, Kolkata, Surat, and Pune)
- c) Demand incentive for E2W are revised from INR 10,000 per kWh to INR 15,000 per kWh, with a maximum cap at 40% of the vehicles' cost (from 20% of the vehicle cost)

A robust ecosystem to foster green and shared mobility is the need of the hour and can go a long way to preserve the environment and ensure sustainable development in the country. Moreover, widespread adoption of electric vehicles can offer a range of benefits to States, in terms of emission reduction, job generation and transformation of the auto industry.

Most states have identified Electric Mobility space to be a robust growth driver in the years to come and aim to be a frontrunner in building a sustainable transportation infrastructure by promoting Electric Mobility Ecosystem.

This initiative undertaken by Convergence Energy Services Limited (CESL) will provide an impetus for Indian vehicle manufacturers, charging infrastructure companies, fleet operators, service providers, etc. to gain efficiencies of scale and drive down costs, create local manufacturing facilities, grow technical competencies for the long-term growth of the electric vehicle (EV) industry in India and also enable Indian EV manufacturers to emerge as major global players.

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







(iv) Intra-city public transportation

CESL will deploy E3Ws in accordance with the requirements specified by the end-users and the product availability to suit the indicated functional requirements within the stipulated period of 7 days from the date of issuance of LoA. The number, technical specifications, and other ancillary requirements shall be finalised by the client in terms of end-users of E3W vehicles.

**3. ELIGIBILITY & QUALIFYING REQUIREMENTS FOR OEM EMPANELMENT**

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

The eligibility criteria are mentioned in table below.

S No.	Eligibility Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by OEM(s) in brief
(A)	(B)	(C)	(D)
1	OEM(s) to be an electric three-wheeler manufacturer for identified use-cases	Details of their authorized executives, offices and manufacturing facility addresses, and other details.	Self-declaration
2	OEM(s) should be a company registered/incorporated under Indian Companies Act, 1956 or Companies Act, 2013, and further amendment (s).	Certificate of Incorporation issued under Indian Companies Act, 1956 or Companies Act, 2013 from Registrar of Companies to be submitted.  In addition, GST number and PAN card for the company must also be submitted.	Company Incorporation Certificate No. _____  Date : _____  Country of origin of goods _____
3	The OEM(s) should not have been blacklisted by any central / state	Self-certification at the time of submission.	Self-Certification



S No.	Eligibility Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by OEM(s) in brief
(A)	(B)	(C)	(D)
	government of Public Sector Undertakings. If at any stage of the process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have rights to reject the proposal or terminate the contract, as the case maybe, without any compensation to the OEM & forfeiture of security/EMD/CPG.		

**Note:** All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief in column D.

The Qualifying Requirements (including Financial and Technical criteria) are mentioned in table below:

S. No.	Parameter	Applicable for Indian company	Document to be provided
<b>Financial Qualification Criteria</b>			
F1	Average Annual turnover of the OEM  Average Annual turnover means revenue from operations.	Average Annual turnover of the OEM of the last three financial years (2018-19, 2019-20, and 2020-21 or 2019-20, 2020-21 if the production started in 2019.) should be greater than INR 10 Crores	Duly authorized copy of audited annual report for preceding last three financial years (2018-19, 2019-20, and 2020-21).  In case, bidder is unable to provide audited financial statement for FY 2020-21, then audited financial statement of FY 2017-18, 2018-19 & 2019-20 shall be considered.
F2	The bidder should be profitable in any two years out of last three financial years ((2018-19, 2019-20, and 2020-21).	Yes	Duly authorized copy of audited annual report for preceding last three financial years (2018-19, 2019-20, and 2020-21).



S. No.	Parameter	Applicable for Indian company	Document to be provided
	Profitability means: Profit after tax		In case, bidder is unable to provide audited financial statement for FY 2020-21, then audited financial statement of FY 2017-18, 2018-19 & 2019-20 shall be considered.
F3	Net worth in last financial year (2020-21) should not be less than 100% of paid up capital.	Yes	Duly authorized copy of audited annual report for preceding last three financial years (2018-19, 2019-20, and 2020-21).  In case, bidder is unable to provide audited financial statement for FY 2020-21, then audited financial statement of FY 2017-18, 2018-19 & 2019-20 shall be considered.
<b>Technical Qualification Criteria</b>			
T1	OEM(s) should have experience in the business of manufacturing of minimum 100 (annually) E3W.	For the last 1 year for E3W prior to the date of the submission of proposal in response to the EOI	Excise Return (E.C.C document) / GST Return / Factory License / NSIC Certificate / DIC certificate / certificate from Chartered Accountant to confirm the required experience.
T2	The OEM should have sold a minimum of 500 E3W annually, in the last 3 years or aggregate of 1,000 E3W in the last 3 years OR For new-age pure EV based companies, the OEM should	Proof of units sold from audited financial statements	Proof of units sold from audited financial statements or certificate from Chartered Accountant



S. No.	Parameter	Applicable for Indian company	Document to be provided
	have sold a minimum of 100 E3W from the date of incorporation (if after 2019)		
T3	The product (model) offered by the OEM(s) for supply against this EOI must have a minimum of 100 units sold in the last 1 year.	The OEM should provide certification for the sales data.	Documentary proof/ Certification
T4	The product offered by the OEM(s) for supply against this EOI must meet the functional requirements (different use-cases) and technical specifications as stipulated in the EOI.	The OEM should provide test reports, specifications, along with brochures and other details as part of their participation document.  Before delivery, the E3W should meet all the regulatory and statutory norms and obtain all the approvals/NOCs from appropriate Indian Govt. agencies, such as certificate of inter-operability and inter-communication with charging equipment being procured by CESL, L5M/L5N type approval requirements by ARAI laboratories etc.	Documentary proof must include the test reports, brochures, catalogues etc.

For start-up firms, gazette notification dated 17 Feb 2016, G.S.R. 180(E), and the subsequently issued guidelines shall be considered for waiving off respective qualifying requirements.

#### 4. SCOPE OF WORK & PROJECT EXECUTION

##### 4.1. Scope of Work

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



#### 4.2. Tentative Requirement of Electric Three Wheelers

CESL has collaborated with various stakeholders to generate demand for electric three wheelers. CESL intends to fulfil the target by entering into segment for door to door garbage collector electric three-wheeler vehicle, vehicle loaders for gas cylinder delivery, delivery vans for e-commerce players. Through the corrigendum no. CG-DL-E-11062021-227493 Dated June 11, 2021. The relevant section of the corrigendum is mentioned below.

Para 17 (i) : Aggregation will be the key method for bringing the upfront cost of 3W EV at an affordable level and at par with ICE 3-Wheelers. EESL will aggregate demand for 3 lakh Electric 3 Wheelers for multiple user segments. Details will be worked out by EESL for implementation

#### 4.3. Product Specification E3W

The desired functional and technical specifications of E3Ws (applicable in Indian conditions) have been mentioned in the subsequent sections of this document. However, the intent is not to specify and capture all the aspects of design and installation associated with E3Ws mentioned herein. It shall be the obligation of OEM(s) that all the systems, sub-systems and equipment's/devices shall conform in all respect to high standards of engineering, design and workmanship, and shall be capable of performing continuous commercial operation as per best industry standards.

##### 4.3.1. Functional specifications of the E3W

OEMs to propose vehicle that should be functionally in compliance with each of the below mentioned use-cases:

- (i) Collection of Municipal Solid Waste (MSW) by ULBs or private contractors deployed by local authority,
- (ii) On-demand delivery of goods by sellers/service providers of hyper-local e-commerce market,
- (iii) Last mile delivery of petroleum products including LPG Cylinders,
- (iv) Intra-city public transportation

**Note:** *The proposed vehicle should be compliant and tested for its build quality, hydraulics, safety requirement, load bearing capacity for the defined end-use and its expected delivery time in the major cities with more than four million plus population, (final locations to be intimated later on to empanelled OEMs). The technical specifications including the compliance requirements mentioned above, should be clearly spelt-out in the offer document of the OEMs.*

##### 4.3.2. Technical Specifications of the E3W

###### 4.3.2.1. MSW collector vehicle

The vehicle should be technically in compliance with the FAME II Guidelines. All vehicles offered should have ARAI certification.



### MSW Container Specification

Parameters	UoM	Remarks
Volume Requirement (e.g.1 CuM/1.1CuM)	CuM	1.1 – 1.2 CuM
Capacity	kgs	Min. 500
automatic hydraulic tipper mechanism	Yes/No	Yes
Partition Required for Dry & Wet garbage	Yes/No	Yes
Partition Split (e.g. 60:40)	Ratio	60:40
Partition Required Along length or width	Along length or width	Along the length
Top Cover Required	Yes/No	Yes
Top Cover Type	Metal or Soft Tarpaulin	Metal
Tipping Angle (e.g. Max 45 Degree)	Degree	45 Degrees
GPS tracking system	Yes/No	Yes

#### 4.3.2.2. **Delivery Vehicle /Cargo Loader/ Flat Bed**

The vehicle should be technically in compliance with the FAME II Guidelines. All vehicles offered should have ARAI/ICAT certification.

#### **Note:**

- a) E3W, to be supplied, must meet all eligibility conditions for availing Demand Incentive under Phase-II of FAME (Faster Adoption and Manufacturing of (Hybrid) and Electric Vehicles) India Scheme of Govt. of India.
- b) Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to CESL.
- c) OEM E3W charger should be capable of charging in any mode, (slow/fast mode), any number of times.
- d) All wiring within the vehicle interior including boot space shall be concealed properly
- e) Charging ports/points should be on the exterior body of the three-wheeler with a designated flap.
- f) An easily accessible telematics gateway unit should be optional in the E3W
- g) Various design elements (decals and logos) would be informed by CESL as per requirements and would be specified by CESL based on the three-wheeler design.
- h) Charger as per ARAI Standards to be supplied along with the vehicle at no additional cost.

The E3W before delivery, should meet all the regulatory and statutory norms and obtain all the approvals/NOCs from appropriate Indian Govt. agencies such as L5M/L5N type approval requirements by ARAI laboratories. In case the successful OEM(s) fails to comply with these requirements, its order shall be cancelled and shall be blacklisted for at least 3 years by CESL from future tenders/EOIs.





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

**PRE-BID CONFERENCE**

**(No registration/fee deposition/separate invitation, etc. is required for the interested firms for attending the Pre-bid meeting)**

- The official representative of the bidder may attend the Pre-bid Conference as mentioned in Summary Sheet, which shall take place through WebEx.

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

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

The purpose of the meeting shall be to clarify any issues regarding the bid process.

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







BID FORM

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

Subject: - NIT/Bid Document No.: - CESL/06/2021-22/EV/E3W/EOI/212207013

Dear Sir,

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

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

Envelope 2: Price Bid

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

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

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

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

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

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

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



Signature:
Subject: CN=DIVYANG SURJ, ST=DELHI, O=D, 2.5.4.1Z=110003, OU=SUPPLY CHAIN M
User ID: divyang.surj
Serial No: 131P466



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

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

Dated -----

NAME/S & AUTHORISED SIGNATORIES ADDRESS:  
MOBILE NO.:

LAND LINE NO.:

**Our correspondence details are:**

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



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

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

**Bid Security Declaration**

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

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

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

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

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

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

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

Name: \_\_\_\_\_ (insert complete name of person signing he Bid Securing Declaration)

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, 2020 (insert date of signing)



Signature :- \_\_\_\_\_  
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M  
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
Corporate Seal (where appropriate)



**ATTACHMENT - 3**

Tender Document No/Package No:

Dated:

Package Details.....

**POWER OF ATTORNEY**

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



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

**NAME OF WORK:**.....  
**BIDDING DOCUMENT NO.**.....

**(Deviations Statement)**

Bidder's Name and Address:

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

Dear Sir,

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

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

- A. COMMERCIAL DEVIATIONS:
- B. TECHNICAL DEVIATIONS:

Date : (Signature).....  
 Place : (Printed Name).....  
 (Designation).....  
 (Common Seal) .....

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





ATTACHMENT - 6

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

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

Dear Sirs,

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

..... ( hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns ), a Contract by issue of Owner's Letter of Award No ..... date d.....and the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract ) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \* ..... % (percent) of the said value of the Contract to the Owner.

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

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



Small text at the bottom: CONVERGENCE ENERGY SERVICES LIMITED, C-3, LODHI ROAD, NEW DELHI-110003

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

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

Witness

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

Witness

Signature  
.....  
Name

Signature  
.....  
Bank's Rubber Stamp

Official Address  
.....

Name  
  
Designation with Bank Stamp  
  
Attorney as per power of Attorney  
No.....dated.....  
.....

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

**BANK GUARANTEE CHECK LIST**

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

**CHECK LIST**

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



Signature: .....  
Subject: EN-ENVY AND SUPPLY OF ELECTRICITY IN .....  
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID: div .....  
Serial No: 1818466

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

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

**SCHEDULED COMMERCIAL BANKS**  
 **SBI and Associates**

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

**Nationalised Banks**

Sl.No.	Name of Banks	Sl. No.	Name of Banks





9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank
14.	Corporation Bank	23.	Union Bank of India
15.	Dena Bank	24.	United Bank of India
16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

**C. Foreign Banks**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of America NA	34.	Standard Chartered Bank
28.	The Bank of Tokyo-Mitsubishi UFJ Limited.	35.	SocieteGenerale
29.	BNP Paribas	36.	Barclays Bank
30.	Calyon Bank	37.	ABN Amro Bank N. V.
31.	Citi Bank N.A.	38.	Bank of Nova Scotia
32.	Deutsche Bank A. G.	39.	Development Bank of Singapore
33.	The Hong Kong and Shanghai Banking Corporation Ltd.		

**D. SCHEDULED PRIVATE BANKS**

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

**E. Other Public Sector Banks**

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





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

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

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

Dear Sir/Madam,

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

Thanking  
You,

Yours faithfully,

Signature .....

Printed Name .....

Designation.....

Common Seal.....

Date:  
Place  
:

**FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE [www.eeslindia.org](http://www.eeslindia.org)**



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



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

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

Ref.: NIT/Bid Document No.:

Our Reference No .....Date: .....

Bidder's Name and Address:

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

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

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

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



3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the

Signature :-  
Subject : CN=DIVYANG SURI, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN M  
ANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : divyang.suri  
Serial No : 1015466



successful execution and performance of the entire contract and/or till it is discharged by CESL.

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

**Witness:**

**Yours faithfully,**

(1)  
.....  
....

(Signature of Authorized  
Signatory) on behalf of the  
Holding Company

(2)  
.....  
....

Name & Designation .....  
Name of the Holding Company .....  
(Seal of Holding Company)



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

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

From: M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Sub: RTGS/NEFT Payments

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

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

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

Encl: As above:-

Confirmed by Banker  
With Seal

Signature of supplier  
With stamp & Address



**Check list for Envelop-1**

(required to be uploaded under Envelop 1 through e-proc portal in same sequence as mentioned below)

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





**ATTACHMENT-11**

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

***(To be submitted on Applicant’s Letter Head)***

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

Dear Sir,

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

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

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

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

\*Bidder to strike-off, if not applicable.

\*\*Bidder to mention the Annexure no.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_  
Seal of Organization & Signature

of Authorized Applicant



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



**CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT**

**[On the Letter Head]**

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

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

Ref: NIT/Bid Document No:  
.....

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

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,

Yours faithfully,

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

.....

Printed Name.....

Seal.....

UDIN No .....

Date.....

Place.....



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