

Expression of Interest (EOI)

For

Empanelment of a Leasing Partner (LP)
for leasing of 4W-Electric Vehicles to various Government
Departments and other clients, PAN India

Convergence Energy Services Limited
(A wholly owned subsidiary of EESL)
Core-3, 2nd Floor, Scope Complex
Lodhi Road, New Delhi-110003

December 2021



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

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BID DATA SHEET

Bidding Document Cost	Rs.25,000 (Rupees Twenty-Five Thousand Only) (Non-Refundable and Non-Adjustable)
Project Summary	Empanelment of a Leasing Partner (LP) for leasing of 4W-Electric Vehicles to various Government Departments and other clients, PAN India <u>EoI Ref No:</u> CESL/06/2021-22/LP/4W/PAN INDIA/212212070 Date: 08.12.2021
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 08.12.2021(Wednesday) to 29.12.2021 (Wednesday) (up to 1400 hours IST)
Online Bid Submission Period	From 08.12.2021(Wednesday) to 29.12.2021 (Wednesday) (up to 1430 hours IST)
Techno-commercial E-bid Opening date of Opening	On 29.12.2021 (Wednesday) (1500 hours IST)
Pre-Bid Meeting	To be held on 15.12.2021 at 1100 Hrs IST Pre-Bid Meeting will be convened through Teams Meeting. Meeting Link is as follows: Team Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWU4YWE3NDctYjU3Zi00Yzg2LTgyOTEtYjQ0GE2NjVhNDM3%40thread.v2/0?context=%7b%22id%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22oid%22%3a%227ecf29f4-7b77-493f-84ce-88af00708298%22%7d Note: <i>Bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required). CESL shall not be responsible for any issue arising on this context. All the queries shall be sent well in advance</i>
Place of Opening	CESL Office, Core-3 2 nd Floor, Scope Complex, Lodhi Road, New Delhi-110003
Bid to be Addressed to	Mr. Ashim Bhattacharya, CGM (SCM) Convergence Energy Services Limited Core-3, 2nd Floor, SCOPE Complex, Lodhi Road, New Delhi-110003
Email	Contact Person(s) for Tender-related Queries



	<p>Mr. Deepak Mittal, AM (SCM) Mr. Divyang Suri, Engineer (SCM) dmittal@eesl.co.in; u_dsuri@eesl.co.in;</p> <p>Contact Person(s) for Technical Queries <i>(copy of the query to be marked to Contracts Dept. as well)</i></p> <p>Mr. Ahtaysham Khan, Manager (Tech -EV) akhan@eesl.co.in</p>
Website	https://eesl.eproc.in
Earnest Money Deposit	Bid Security Declaration to be Submitted as per Attachment-2

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

The Bid Security Declaration and Bidding Document Fee must reach the following address in a sealed envelope superscribed "**Bid Security Declaration and Bidding Document Fee for CESL/06/2021-22/LP/4W/PAN INDIA/212212070 Date: 08.12.2021**" before the submission date & time mentioned above.

Mr. Ashim Bhattacharya,
CGM (SCM)
Convergence Energy Services Limited
Core-3, 2nd 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 CESL's website's Home Page, i.e., <http://convergence.co.in> from where the bidders registered with CESL (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online.



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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

1.1 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.

1.2 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.

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:

- d. In case of proprietary MSE, proprietor(s) shall be Women
- e. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
- f. 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.

2. 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 TurnOver	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. If MSE is other



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

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

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

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

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



NOTES: -

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

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'.

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.

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



in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.

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

THE BIDS IS TO BE SUBMITTED AS FOLLOWS: -

Envelope-I should contain the following:

- Physical copy to be submitted before Closing Date & Time: 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.
- 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.
- 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.)***
- Power of Attorney to Sign the Bid** as per the Attachment-3 - Bidders to use their own format.
- Acceptance of CESL's Fraud Prevention Policy** as per the format at Attachment-7
- PROFORMA OF LETTER OF UNDERTAKING** as per format at attachment-8
- NEFT/RTGS Mandate Form duly attested by Bank** as per Attachment-9
- Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head. Bidder shall clearly mention tender reference number and date of signing the self-declaration.
- Duly Filled **Compliance Matrix/ CHECK – LIST FOR BIDDERS** as per **Attachment-10**, Forms & Procedure
- 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
- 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
- Certificate regarding Declaration of Local Content as per **Attachment-12**, Forms & Procedure

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

- 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.
- 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,
iii. One complete set of the EOI and of all its subsequent amendments (if any, effected)}, duly signed and stamped on each page by the bidder.

Opening & Further Processing of the Bids

Initially, Envelope-I containing the documents (as stated above) will be opened. Envelope-II will be opened on the same day of only those bidders, who have submitted/paid Tender Fee and 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*



1. **BACKGROUND:**

Convergence Energy Services Limited (CESL) is a newly established subsidiary of Energy Efficiency Services Limited (EESL), under the administration of Ministry of Power, Government of India headquartered at New Delhi. CESL is focussed on delivering clean, affordable and reliable energy solutions that enable a faster energy transition. CESL currently owns and operates one of the largest EV fleet of over 1600 cars across all major states /cities in India.

To enable commercialisation of these solutions at scale, Convergence employs business models that utilize a blend of concessional and commercial capital, carbon finance, and grants.

For more details please visit www.convergence.co.in

2. **VALIDITY OF EMPANELMENT & OTHER TERMS OF CONDITION:**

The empanelment shall be valid for a period of 2 (Two) years which may be extended, if required by CESL. The period may also be extended further in case of ongoing projects, good performance and other reasons as deemed fit.

Other Terms and Conditions

1. **Authorized Signatory:** The application must be signed by the authorized signatory and their contact details must be mentioned on the cover page of the application.
2. **Empanelment Letter:** CESL shall issue an empanelment letter to the successfully qualified Applicants.
3. **The empanelment letter shall not confer any right to engagement.** The Firms who are empanelled with CESL as a result of this empanelment process are not allowed to use the name of CESL, its logo, service marks or any document for any purpose without the prior written approval of CESL.
4. **Blacklisting:** CESL reserves the right to terminate the empanelment letter issued and blacklist the firm if it is discovered that the firm had produced any false information, on continued delivery of unsatisfactory services, insolvency of the company or any other ethical ground as deemed fit by giving a 14 days' prior written notice.
5. **Deficient Documents:** CESL reserves the right not to seek any deficient document/clarifications from the vendor after opening of EOI. If any application is found to be in non-conformance to the EOI conditions or deviating from the EOI, CESL reserves the right to reject such applicants outrightly without seeking any clarification. Vendor to take cognizance of the same and submit their applications accordingly.
6. **Empanelment Decision:** Empanelment shall be at sole discretion of CESL and the decision shall not be challenged by the Leasing Partner.

3. **TERMS OF REFERENCE**

The broad terms of reference for **Empanelment of Leasing Partner(s) for leasing of 4W-Electric Vehicles to various Government Departments and other clients, PAN India** are as mentioned below:

Estimated quantity: CESL estimates a total of 1000 e-cars plus to be leased in a phased manner

Leasing Partner scope:



The broad scope of work for the Leasing Partner is as given below:

1. Post empanelment Leasing Partner will be provided CESL's estimation of aggregate demand by EV Type on a Pan India basis.
2. The detailed terms and conditions of leasing shall be provided to empanelled Leasing Partner at the time of seeking price bids by EV model type by state.
3. After evaluation of the price bids received from participating empanelled Leasing Partner s, CESL will enter into an agreement/work order with the selected Leasing Partner (s) based on the monthly lease rates & other criteria defined in the price bid.
4. After signing of the agreement/work order with the selected Leasing Partner, Leasing Partner will provide the requisite 4W EVs as per timelines and quantity mentioned in the agreement. The Leasing Partner would undertake full responsibility to ensure timely deployment of vehicles at the proposed locations under CESL supervision. The EVs will be registered either in the name of Leasing Partner or in the name of the government entity and hypothecated to the Leasing Partner as per the requirement communicated by CESL.
5. The Leasing Partner would be required to give a binding undertaking to not enter any commercial agreement/s with such Clients disclosed by CESL for Electric vehicles for a period of 2 years without prior written consent of CESL.
6. The complete Fleet management of EVs provided by Leasing Partner shall be in the scope of Leasing Partner during the lease period which will include maintenance, comprehensive insurance, registration etc.
7. Regular monitoring of operational performance of vehicles and maintenance services.
8. The Leasing Partner is expected to be aware of Staff Car Rules as notified by the GoI from time to time.
9. Leasing Partner will assign one Nodal officer(s) for coordination with CESL on overall basis and also for each state where electric vehicles shall be/are deployed.
10. All co-ordination with OEMs, workshops for servicing, insurance agencies for insurance settlement etc shall be in the scope of Leasing Partner.
11. Leasing Partner will provide access to software/app to monitor the fleet operations.
12. Anything not specifically covered under Leasing Partner scope but required for successful fleet management shall be taken care by Leasing Partner without any additional charges.

CESL Scope

The broad scope of work for the Leasing Partner is as given below:

1. Demand aggregation through engagement with various government departments and other clients and for its own use across India.
2. CESL will share its proposal and rate card with prospective clients highlighting standard terms and inclusions /exclusions.
3. CESL would be the sole interfacing agency with the prospective client/s
4. Prior to agreement signing with the client, CESL in consultation with Leasing Partner will agree on a vehicle deployment plan for the Client.
5. A separate account will be maintained by CESL from which the payments received from the government departments will be paid to the Leasing Partner on a periodic basis.
6. CESL retains the rights to service such clients through other Leasing Partner(s) or as part of its own asset book.
7. Payment to Lease Partner will be paid only after realising payments from the client/Govt. Departments.



8. No payment security will be deposited to Lease Partner.
9. CESL will assign one nodal officer to manage the partner relation.
10. CESL reserves its right to cap the total number of 4W EVs from any empanelled Leasing Partner on a cumulative basis, based on service performance, financial strength and other parameters as deemed fit by CESL.

Empowered Committee

An Empowered Committee under chairmanship of Managing Director (MD), CESL, and comprising two members each from Leasing Partner and CESL would monitor the implementation of project and take necessary decisions from time to time for smooth and speedy execution of the project. Regular updates and progress report shall be submitted to the Empowered Committee by the Leasing Partner.

4. ELIGIBILITY & QUALIFICATION CRITERIA:

Each eligible Leasing Partner should possess all the following qualification criteria. Responses not meeting the qualification criteria will be rejected and will not be considered for evaluation.

Technical QR: -

S. No.	Description	Documents to be submitted by Bidder
1	Bidder should be a single entity means a limited company (as defined in the companies Act 1956) OR A registered partnership (registered under section 59 of the Partnership Act 1932) OR A Limited partnership (under the Limited Liability Partnership Act 2002) OR proprietorship firm	Copy of certificate of incorporation/Memorandum of Association OR A registered partnership Deed OR LLP registration certificate issued by registrar of companies OR In case of Proprietor GST Registration and PAN Card Copy is to be submitted.
2	GST Certificate, PAN and Aadhar card	Copy of Certificate to be enclosed.
3	The bidder should be in existence from at least last three financial years i.e., FY 2020-21, FY 2019-20, FY 2018-19	Photocopy of certificate of incorporation issued by Registrar of companies OR A registered Partnership deed OR A LLP registration certificate issued by registrar of companies OR Pan card with the name of company (wherever applicable)
4	Applicant should have experience of fleet management/leasing of at least 300 numbers of 4W vehicles to a Govt. organizations/ PSUs/other Private client etc. for a continuous period of minimum 01 years.	Documentary evidence should be submitted in the form of copies of relevant work orders/contract agreement/ purchase order along with the copies of any document in respect of satisfactory execution.



5	The bidder should have registered with ESIC (providing for medical disablement, dependent benefits).	Bidder shall submit the ESIC registration Proof.
6	The bidder should register with Employees Provident Fund and Miscellaneous Provisions Act, 1952 (providing for PF contributions, Employee pension and deposit link insurance)	Bidder should submit the registration proof.
7	The bidder will comply with Employees Compensation Act, 1923 (providing for Compensation against injury due to and during the course of employment).	Bidder should submit the self-declaration.
8	The bidder will comply with Minimum wages Act, 1948 (Providing for minimum wages for various employments).	Bidder should submit the self-declaration.
9	Undertaking that the vendor has not been declared a defaulter by any banking/ lending agency in India during the last 3 years.	Undertaking on the Letterhead on the company
10	Undertaking that the vendor has not been blacklisted by any agency- government (Central/state), PSU or semi government entity during the last 3 years.	Undertaking on the Letterhead on the company
11	No of employees – Full Time- for each of the Last 3 Financial Years	No of Full-Time employees on the Letterhead on the company for each of the last 3 financial years.
12	Presence/Local offices pan India	Bidder should submit the List of offices along with the Rent Agreement/ any other documentary proof showing the ownership of property and Recent Electricity Bill.
Financial QR: -		
1	Bidder should have an Average Annual Turnover (ATO) of INR 45 Cr for immediately preceding last three years i.e. FY 2018-19, FY 2019-20, FY 2020-21. In case Audited Financial statement of FY 2020-21 is not available then bidder may alternatively provide Audited Financial statement of FY 2017-18, FY 2018-19, FY-2019-20. In this case, Avg. ATO for the Financial year FY 2017-18, FY 2018-19, FY-2019-20 shall be considered.	Duly authorised copy of audited financials for preceding last three financial year is to be submitted by bidder. In case of proprietorship/partnership, ITR along with management signed accounts to be submitted if audited is not required. ATO means revenue from operations.
2	The net worth of the bidder in immediate last financial years i.e. FY 2020-21 should not be less than 100% of paid-up share capital. In case Audited Financial statement of FY 2020-21 is not available then bidder may alternatively provide Audited Financial statement of FY 2017-18, FY 2018-19, FY-2019-20. In this case, FY-2019-20 shall be considered.	Duly authorised copy of audited financials for preceding last three financial year is to be submitted by bidder. In case of proprietorship/partnership, closing capital of last financial year should not be less than operating capital. This will be implemented as negative net worth and vice versa.



- “Holding Company “and “Subsidiary “shall have the meaning ascribed to them as per Companies Act, 1956 or, in vogue.
- In case the Bidder does not meet the requirement of clause above on its own, it can quote on the basis of experience of its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company. In such a case the consolidated experience of Bidder and/or its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company shall be considered, as applicable.

In case of holding company, the holding subsidiary relationship should be in existence for at least one year as on the date of submission of date.

“In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures.
- A Certificate from the CEO/CFO of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.
- In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.
- In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.”

5. EVALUATION CRITERIA AND METHOD OF EVALUATION:

- Screening of EOIs shall be carried out as per eligibility qualification criterion mentioned in this document and based on verification of testimonials submitted.
- EOI will be evaluated for short listing inter alia based on below mentioned criteria and presentation / proposal to the selection committee whose decision will be final.

Evaluation Criteria:

Sl. No.	Particulars	Marks
I	Financial Criteria	50
1	Average Annual Turnover for the last three financial years	20
a)	Above 45 Cr. and less than 100 Cr.	8
b)	Above 100 Cr. to 200 Cr.	10
c)	Above 200 Cr. to 300 Cr.	15
d)	Above 300 Cr.	20



Sl. No.	Particulars	Marks
2	Net-worth as on 31st March 2021	30
a)	5 Crore	10
b)	Above 5 Crore to 20 Cr.	15
c)	Above 20 Cr. to 50 Cr.	20
d)	Above 50 Cr.	30
II	Experience of Applicant	40
1	Experience in partnerships with any Government Dept./ PSU/ ULB/ DISCOMS/ Private Limited Companies, in any sector.	20
a)	01 year	5
b)	02 years	10
c)	03 years	15
d)	above 03 years	20
2	Experience of Leasing Partner(s) in lease of cars	20
a)	Up to 300 vehicles	5
b)	301-500 vehicles	10
c)	Above 500 vehicles	20
III	Number of 4Ws owned	10
	Up to 100	5
	101-300 vehicles	8
	Above 300	10
	Total	100

After the evaluation, a list of top 5 (five) qualified Applicants scored more than 70 marks out of 100 marks shall be considered for further process of empanelment.

6. CONDITION UNDER WHICH EOI IS ISSUED:

The EOI is not an offer and is issued with no commitment. CESL reserves the right to withdraw EOI and / or vary any part thereof at any stage. CESL further reserves the right to disqualify any vendor, should it be so necessary at any stage.

7. ADJUDICATOR

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



8. ARBITRATION

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

9. RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

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

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

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

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

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

10. DECLARATION OF LOCAL CONTENT

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

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

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

Bidder shall submit a certificate stating the minimum percentage of local content as per the format given in **Attachment-12 of Section-6 of Tender Document**. The certificate shall be from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of



suppliers other than companies) giving the percentage of local content. It is mandatory to mention UDIN No in the certificate.

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

11. BID SECURITY DECLARATION

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

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

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

12. Action by CESL if L1 backs out:

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

13. Empanelment Performance Guarantee:

Empanelment Performance Guarantee (EPG):

Within twenty-eight (28) days of the receipt of notification of award (P.O./L.O.A.) from CESL, the supplier shall furnish the Empanelment Performance Guarantee only in the form of Bank Guarantee/DD/Pay Order of value equaling Rs. 15,00,000/- (Rupees Fifteen Lakh). Any delay in submission of EPG shall be deemed as accruing of financial benefit to the supplier and CESL may impose necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the Inspection agency for the period of delay. However, this provision does not bind CESL in any way from proceeding action against the supplier (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non-submission of the SD/ EPG.

The Bank Guarantee (EPG) must be valid to cover Engagement Period+ Three Months Claim Period. Bank guarantee shall be from any Nationalized Banks/other scheduled private banks, to be from among the list of banks given at Attachment-A. CESL shall at his own discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations.



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

The Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI bank include unique identifier CESL578807920 in field 7037 of the SFMS cover message with IFSC code ICIC0000007.

BG Advancing message -IFN 760COV / IFN 767 COV via SFMS	
Field Number	Particulars (To be mentioned in Row -1)
7037	CESL578807920

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

14. **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

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

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

- 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

SCM Department



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

FORMAT - 1
APPLICANT'S EXPRESSION OF INTEREST

To,
CGM - Supply Chain Management (SCM)
Convergence Energy Services Limited
Core-3, 2nd Floor, Scope Complex
Lodhi Road, New Delhi-110003

Sub: Submission of Expression of Interest for Empanelment of a Leasing Partner (LP) for leasing of 4W-Electric Vehicles to various Government Departments and other clients, PAN India

Dear Sir

In response to the Invitation for Expressions of Interest (EOI) published on xx.xx.xxxx for the above purpose, we would like to express interest to provide the aforementioned services. The details mentioned below:

1. Name of the Company:
2. Address of the Company:
3. Address of registered office with telephone no. & fax:
4. GPS Coordinates:
5. PAN & Adhaar No.
6. GST No.
7. Contact Person with telephone no. & e-mail ID

Sincerely Yours,

Signature of the applicant
[Full name of authorized signatory
on behalf of applicant]

Stamp.....

Date:

Encl.: Documents as per Qualification Criteria & elsewhere mentioned in EOI. (List of attached documents to be given here)

Note: This is to be furnished on the letter head of the organization.



FORMAT -2

Declaration

We hereby confirm that we are interested in empanelling with CESL for **Submission of Empanelment of a Leasing Partner (LP) for leasing of 4W-Electric Vehicles to various Government Departments and other clients, PAN India**

and we agree to all terms and conditions as mentioned in the Terms of Reference.

All the information provided herewith is genuine and accurate.

Authorized Person's Signature.

Name and Designation:

Date of Signature:

Note: The declaration is to be furnished on the letter head of the organization.



BID FORM

To,

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

Subject: - NIT/Bid Document No.: -

Dear Sir,

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

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

Envelope 2: Price Bid

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

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

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

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

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

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

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



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

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

Dated:

NAME/S & AUTHORISED SIGNATORIES ADDRESS:

MOBILE NO.:

LAND LINE NO.:

Our correspondence details are:

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



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

Bid Security Declaration

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

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

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

I, on behalf of the Bidder, _____ [Name of the bidder] __, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if _____ [Name of the bidder] __ fail to sign the contract in case the work is awarded to us or fail to submit a performance security before the deadline defined in the tender document/letter of award, then

_____ [Name of the bidder] __ shall be suspended for participating in the tendering process of CESL, for a period of one (01) year from bid due date of above referred tender.

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

(a) the receipt of your notification of the name of the successful Bidder; or

(b) thirty days after the expiration of the validity of my/our Bid

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of: _____ (insert legal capacity of person signing the Bid Securing Declaration)

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

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

Dated on _____ day of __, 2020 (insert date of signing) Corporate Seal (where appropriate)



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 : 1318466

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

(Deviations Statement)

Bidder's Name and Address:

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

Dear Sir,

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

Section/ Part/ Chapter	Clause No.	Page No.	Statement of Deviations/ Variations	Cost of withdrawal
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COMMERCIAL DEVIATIONS:

TECHNICAL DEVIATIONS:

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Common Seal)

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



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

PROFORMA OF EMPANELMENT BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

To,

Convergence Energy Services Limited.
(A 100% 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 dated and the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Empanelment Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to Rs.15,00,000 (Rupees Fifteen Lakh Only) 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 Rs 1,00,000 (Rupees One lakh Only) 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.

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

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

Witness

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

Witness

.....
 Signature

Name

Signature

.....
 Bank's Rubber Stamp

.....
 Official Address

Name

.....
 Designation with Bank Stamp

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

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

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
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 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 CESL in any manner)?	
h)	Incase 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 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

A. 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.		

B. 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.		

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

Sub: Letter of Acceptance of EESL Fraud Policy Ref: NIT/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



PROFORMA OF LETTER OF UNDERTAKING

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

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

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

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

Dear Sir,

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

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

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

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



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

(1)
..... (Signature of Authorized Signatory) on behalf of the Holding Company

(2)
..... Name & Designation
Name of the Holding Company
(Seal of Holding Company)



REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUNDTRANSFER (NEFT)

From: M/s _____

Sub: RTGS/NEFT Payments

We are agreeing 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 underdebar 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.			
	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,
CGM (SCM)
Convergence Energy Services Limited
(A 100% EESL Owned Subsidiary)
Core-3, 2nd Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir,

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

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/have been registered with the Competent Authority and we will not subcontract 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.

Seal of Organization & Signature of Authorized Applicant

Date: _____

Place: _____



**CERTIFICATE REGARDING DECLARATION OF LOCALCONTENT
[On the Letter Head]**

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

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

Ref: NIT/Bid Document No:

Dear Sir/Madam,
This is to certify that following is the local content 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 04th June 2020** and the bidder shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content
1		

Thanking You,
Yours faithfully,

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

.....Printed Name.....

Seal.....

UDIN No

Date.....

Place.....





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