Amendment No.2

Ref. No: CESL/06/2026-27/EV/262708006/Amdt-2 Date: 09/09/2026

To
M/s…………….

Subject: Amendment No.2 in the tender for **"Appointment of Service Provider(s) for Deployment of 600 nos. of Electric Vehicles on a PAN-India basis".**

Reference:

1. Our tender no.: CESL/06/2026-27/EV/262708006 for **"Appointment of Service Provider(s) for Deployment of 600 nos. of Electric Vehicles on a PAN-India basis".** dated: 11.08.2026.
2. Pre-Bid Meeting Dated: 18.08.2026.
3. Amendment-1, Dated: 31.08.2026.

Sir/ Madam,

a. Bid Schedule is amended as below:

Description	As per RfP	Amended As
Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 11.08.2026 to 01.09.2026 up to 1400 hrs (IST)	Extended up to 23.09.2026, 1400 hrs (IST)
Online Bid Submission Period	From 11.08.2026 to 01.09.2026 up to 1430 hrs (IST)	Extended up to 23.09.2026, 1430 hrs (IST)
Technical e- Bid(s) Opening Date	From 01.09.2026 at 1500 hrs (IST)	Extended up to 23.09.2026, 1500 hrs (IST)

b. For clarification/ Amendment(s)/Response to pre-bid queries, please refer Annexure below:

Rest all terms and conditions remain unchanged.

Thanking you,

For and on behalf of CESL
(a wholly owned subsidiary of EESL)

Signature :-
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PB : mvenugopal(MANGALI VENUGOPAL)
Date : 09-09-2026

Annexure

S. No.	Particulars	Description as per Tender	Queries/Clarification from Bidder	Amendments/Clarifications by CESL
1	Section No. 6 Pg. 163 Clause 1.8, Return of Car		The tender provides that upon expiry of the 5-year lease period, the Client may retain the E-Car at a Residual Value of 10% of ex-showroom. Considering the significant investment and residual value risk involved in procurement and financing of EVs, we request CESL to kindly consider increasing the Residual Value from 10% to 20% of the applicable vehicle value.	No changes, clause remains same as per RfP.
2	Section No. 4 Pg. 105 – Clause 1.98, Liquidated Damages	In case of any breach of SLA that is not on account of a factor attributable to the Service Provider (i.e., the breach has happened on account of CESL and/or Client), the Service Provider shall not be liable to pay any SLA related penalties corresponding to a period of SLA breach, which is attributable to Client and/or CESL.	We request CESL to kindly clarify that no LD/penalty shall be applicable where delay in delivery/deployment is attributable to circumstances beyond the Service Provider's reasonable control, including OEM production/availability issues, RTO/registration delays, statutory approvals, force majeure, or delay in receiving required information/approval from CESL/Client.	<u>**Amendment:**</u> with reference to RfP pg. 151, it is further added that no LD/penalty shall be applicable where delay in delivery/deployment is attributable to circumstances beyond the Service Provider's reasonable control, including OEM production/availability issues, RTO/ registration delays, statutory approvals, force majeure, subject to submission of valid document to justify the delay.
3	Section No. 2 Pg. 39 clause1.29 Bid Security		What are the timelines for EMD refund and provision for using EMD as Performance Guarantee after award of work. Kindly clarify.	<u>**Clarification:**</u> The EMD/ Bid Security/Bid Guarantee of all the bidders except the successful bidder to whom award has been recommended shall be returned to them within 15 days. The EMD/Bid Security /Bid Guarantee of the successful bidder shall be returned within 15 days of acceptance of CPG submitted by the bidder to whom the Contract is awarded.
4			As per the tender, payment to the Service Provider is linked to the receipt of payment by CESL from its Client. We request CESL to consider a defined payment timeline for undisputed invoices and	No changes, clause remains same as per RfP. **Clarification:** Upon receipt of invoice from Service Provider due

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	Section No. 6 Pg. 179 – Clause 1.23; Pg. 161–162 – Invoice & Payment Terms		suitable protection against prolonged payment delays at the Client's end. Kindly review and look at removing these conditions as this could impact the financial and operational efficiency.	to delay in payment by Client, CESL shall be charging a late payment from the Client after due date of 30 days from the date of submission of invoice/bill by CESL to Client. This would be subject to non-dispute of the Invoice or its supporting documents. Upon receipt and extent of penalty received, CESL shall reimburse/pay the Service Provider a penalty amount of Rs. 250 per E-Car per fortnight (15 calendar days). There shall be no interest on the penalty amount.
5	Section No. 6 Pg. 173–174 – Clause 1.17, Provision of Drivers		The Service Provider is required to provide salary/statutory payment proofs for Drivers. Since Driver salaries and statutory obligations have to be paid by the Service Provider irrespective of payment delays, kindly clarify whether CESL will ensure timely payment/reimbursement of the Driver component in case of delay in Client payment.	No changes, clause remains same as per RfP.
6	Section No. 6 Pg. 150 – SLA / Maintenance, Breakdown Replacement And Pg. 150 – SLA / Maintenance, Breakdown Replacement		The tender requires a replacement vehicle within 1 hour in case of breakdown within the Contracted Boundary. Considering PAN-India deployment and varying availability of vehicles, kindly consider option of daily reimbursement up to 1200 Rs per day in case of non-availability of replacement car without any additional penalty. Kindly clarify that any recovery/penalty for a vehicle arranged by the Client shall not apply where non-availability of replacement is due to circumstances beyond the Service Provider's control, including OEM issues, force majeure, road conditions, government restrictions or other circumstances not attributable to the Service Provider.	**Clarification:** As per Service Level Agreement on page no 147, the penalty is calculated based on the per-day lease value of the respective vehicle (i.e. 1.5 times the per day lease amount) and is not a fixed amount applicable to all vehicles. Since the deployed vehicles vary in terms of price, make/model and vehicle category, such as hatchback, sedan, premium sedan and SUV, a uniform penalty amount cannot be fixed for all vehicles. Accordingly, the penalty is linked to the applicable per-day lease value of the respective vehicle. This is to clarify that if the replacement vehicle is arranged by client, then applicable penalty shall be levied on service provider as per the SLA.

7	Pg. 105 – Clause 1.98 and applicable SLA/Penalty clauses		Timely payment is the essence of the agreement hence, LD/penalties are requested to be revisited/revoked.	No changes, clause remains same as RfP.
8	Pg. 179 – Section VII, Technical Specifications		The tender states that CESL will provide a list of eligible/approved E-Car models and the Service Provider will be bound to provide approved/empanelled/short-listed models. Kindly clarify whether the Service Provider may propose equivalent models meeting the prescribed technical and eligibility requirements. kindly clarify.	**<u>Clarification:</u>** Yes, service provider may propose eligible OEM for empanelment/short-listing of E- car model as per EOI format for Empanelment of E-car in CESL.
9	Pg. 166 – Clause 1.12, Delivery & Deployment; Pg. 107 – Clause 1.98		In view of PAN-India deployment, kindly clarify whether delivery timelines will be suitably extended in case of OEM production constraints, model discontinuation, supply-chain issues or non-availability of the specified vehicle model, without levy of LD/penalty on the Service Provider. Kindly clarify.	**<u>Clarification</u>** Already Clarified in Sl. No. 2

10	Section No. 6 Pg. 173–174 – Clause 1.17, Provision of Drivers		Penalty Clauses – Request for Reconsideration We request CESL to kindly review the penalty clauses, as some of the penalties appear to be on the higher side, particularly the penalty related to delay in payment of driver salaries beyond the 7th of every month. We fully understand the importance of timely salary payments and remain committed to ensuring the same. However, as discussed, the service provider is required to maintain sufficient working capital, potentially for up to three months, to manage operational and payment cycles. This creates a significant financial burden on the service provider. Considering the above, we request that the penalty for delayed salary payment beyond the 7th may kindly be considered at ₹50 per instance, instead of the presently proposed amount. We also request CESL to kindly review the other penalty provisions, as certain penalties are quite high in comparison to the nature of the operational deviation. A reasonable and balanced penalty structure would help ensure sustainable operations while maintaining the required service standards.	No changes, clause remains same as per RfP.

11			Request for Consideration of Three Service Providers We would like to request CESL to kindly consider onboarding three service providers for this requirement, with a proposed allocation as follows: • L1 – 300 Vehicles • L2 – 200 Vehicles • L3 – 100 Vehicles We believe this approach would provide a more competitive and inclusive opportunity to capable service providers while also reducing the financial and operational burden on individual vendors. It would also provide CESL with better operational flexibility and business continuity, while enabling all selected service providers to maintain the required service levels and financial commitments more effectively.	No changes, clause remains same as per RfP.

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12			Request for Increase in Deployment Period from 45 to 60 Days As discussed during the pre-bid meeting, CESL is presently considering onboarding a maximum of two service providers. We also request CESL to kindly reconsider the stipulated 45-day deployment timeline and increase the same to a minimum of 60 days. As discussed, our business model includes a unique leasing-based approach for EV deployment. Accordingly, we need to coordinate with and obtain financing support from our financial partners for such a large-scale requirement. For EV fleet financing of this magnitude, financiers require additional time for evaluation, approvals, documentation, sanction and disbursement. The financing process is therefore comparatively longer than the normal vehicle procurement cycle. An extended deployment period of 60 days would allow the selected service providers to arrange the required financing and vehicles in a more structured manner, ensuring smooth and sustainable deployment without compromising on the quality of vehicles or service readiness.	No changes, clause remains same as per RfP.

13		The Bidder should have regularly for at least last three (3) complete financial years, ending 31st March of the previous financial year, provided similar Services i.e., deploying 4-wheeler cars/ commercial 4-wheeler or above (100% owned or hypothecated in the name of Bidder). In case of a Consortium, all the members have to individually meet the above criterion.	We are a 2-year-old company (incorporated in May 2024) and meet all the technical and financial criteria to be able to participate in this tender, except one clause which requires a 3-year vintage. We currently operate a fleet of ~4,500+ vehicles across 6 cities in India, have raised ~INR 75 Crores in equity capital from Uber and Car Dekho as investors, and have been profitable for the last 2 years of our existence. We are very keen to participate in this tender and hence humbly requesting CESL to please amend the eligibility criteria, to enable us to do the same.	**Amended as:** The Bidder should have for at least last one (1) **complete** financial year, ending 31st March of the previous financial year, provided similar Services i.e., deploying 4-wheeler cars/ commercial 4-wheeler or above (100% owned or hypothecated in the name of Bidder or its financers). In case of a Consortium, all the members have to individually meet the above criterion.
14	Section 6			**Additional Clause added under clause no. 1.17 as 9d (page-173):** In case of non-receipt of payment from Client to CESL and CESL to Service Provider for a period more than 3 months due to dispute raised by client on account of Service Provider delay in submission of undisputed invoices. In this case Service Provider must continue to pay the wages to the Designated Driver and reimburse any expenses incurred by the Designated Driver in providing the Services to the Client, latest by 7th of consequent month.
15	Section VIII, Clause 1.2(2)(c); Clauses 2(b)/2(c)		Consortium Technical Qualification – Clarification Clause 1.2 permits the Lead Bidder and its Parent/Affiliate to meet the Technical Qualification Requirement, while the Notes to clauses 2(b) and 2(c) state that all consortium members must individually meet the criteria. Please clarify which provision will apply and confirm whether the Technical Qualification may be met by the Lead Bidder alone.	No changes, clause remains same as per RfP. **<u>Clarification:</u>** In case of a Consortium, all the members have to individually meet the desired criterion.

16	Tender Information Summary; SCC GCC 6.4; ITB Clause 1.4(3)		Minimum Local Content – Clarification The Tender Information Summary specifies 50% minimum local content and Class-I Local Suppliers, while SCC GCC 6.4 specifies 20%. Please clarify the applicable threshold and whether Class-II Local Suppliers are eligible.	**Form 19: Amended and attached** Only Class-I local content (i.e. 50%) supplier is eligible.
17	Section VIII, Clause 3(b); Clause 1(4)		Local Content – OEM Compliance Clause 3(b) requires the E-Car OEM to meet the applicable local supplier criteria. Please clarify the required OEM evidence at bid stage, whether the eligible E-Car model list will be published before bid submission, and the treatment if OEM status changes during the Rate Contract period.	**<u>Clarification:</u>** This is to clarify that qualified OEM as per local content or land border sharing is not required during bidding stage. Eligible e-cars OEM list shall be provided by CESL to successful bidders after award of Rate contract. Further, during the rate contract period if an OEM becomes eligible/ineligible then status of OEM shall be changed accordingly.
18	Section VIII, Clauses 2(b) and 2(c)		Technical Qualification – Evidence and Aggregation Please clarify whether the 320 four-wheelers under clauses 2(b) and 2(c) may be aggregated across contracts; whether ICE vehicles count; whether dry and wet lease deployments count; and whether the two criteria may be met over different periods as specified in the respective clauses.	**<u>Clarification:</u>** This is to clarify that minimum total number of 4-wheeeler cars/commercial 4-wheeler and above deployed is 320 Nos. in any one year out of the last five (5) financial years, ending 31st March of the previous financial year. Irrespective of Nos of contracts, ICE/EV vehicle, Dry/Wet lease deployment count.
19	Section VIII, Clause 1.2(2)(a)		Parent/Affiliate Route – Eligibility Clause 1.2 requires the Parent/Affiliate relationship to have existed for one year before the Bid Submission Deadline. Please clarify whether a relationship established through an earlier executed agreement but registered/completed later qualifies and the documentary evidence required.	**<u>Clarification:</u>** This is to clarify that a relationship established through an earlier executed agreement but registered/completed later will not be qualified. Further, documentary evidence required to established parent/ Affiliate relationship given on pg. no. 200 of RfP.

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20	Section VIII, Clause 1.1(4) / relevant SPV provision		Post-Award SPV Please confirm whether the Selected Bidder may novate the Rate Contract to a wholly owned SPV after award, without requalification, where the qualifying entity retains at least 51% ownership.	No changes, clause remains same as per RfP.
21	SCC GCC 6.5; earlier EVaaS phases		Actual Drawdown in Earlier EVaaS Phases Please provide the actual quantity drawn down against the Anticipated Drawal Quantity in earlier EVaaS phases and the average time taken for full drawdown, to support realistic assessment of mobilisation and financing requirements.	No changes, clause remains same as per RfP.
22	Relevant ADQ / mobilisation provisions		Minimum Drawdown / Mobilisation Recovery Please consider specifying a minimum drawdown or a mechanism for recovery of mobilisation costs where actual drawdown is materially lower than the ADQ, considering the infrastructure required to meet the replacement SLA.	No changes, clause remains same as per RfP.
23	Zone allocation / merging provisions		Zone Preference and Merging Please clarify whether the L1 Bidder's zone preference is exercised after opening of financial bids and the mechanics of zone merging, including whether L2's allocated zone remains protected.	**Clarification**: Zone allocation illustrated under section I clause 10 page 14 of Rfp.
24	Section VIII, Clause 8.6(9)		Battery State of Health – Clause 8.6(9) Please clarify the methodology, instrument, responsible party and frequency for measuring battery State of Health, the consequence of falling below 75%, and whether OEM warranties support the 75% threshold throughout the 60-month/120,000 km period.	No change, clause remains same as per RfP. **Clarification:** SoH shall be done as per OEM standards

25	Section VIII, Clause 8.6(8)		Out-of-Warranty Obligation – Clause 8.6(8) Please confirm whether the obligation to undertake warranty-covered repairs after expiry/lapse of OEM warranty extends to high-value components such as the traction motor, power electronics and BMS.	No change, clause remains same as per RfP. **Clarification:** As per OEM standards
26	Section VIII, Clause 6.3(2)		Residual Value – Clause 6.3(2) Please clarify whether the 10% Residual Value is based on OEM Listed Unit Price excluding GST, the timeline for exercising the option, transfer requirements where the option is not exercised, and responsibility for transfer costs and outstanding challans/dues. Please also consider a symmetric put option for the Service Provider.	No change, clause remains same as per RfP.
27	Section VI / Appendix C; Driver CTC		Gratuity – Driver CTC As the lease period is five years, please clarify whether gratuity for Designated Drivers is reimbursable as a Type 3 cost, to be met from the 7% Supervision & Management Charge, or otherwise provided for.	No change, clause remains same as per RfP.
28	Section VIII, Clause 8.8(5)		Leave-Replacement Drivers Clause 8.8(5) requires replacement drivers during leave at no extra cost to the Client/CESL. Please clarify whether the replacement driver's cost is intended to be covered from the 7% Supervision & Management Charge.	No change, clause remains same as per RfP.

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29	Section VI, Clause 4; Appendix C		Adequacy of 7% Supervision & Management Charge Considering the obligations towards gratuity, leave replacement, supervision, uniforms, verification, medical/eye examination, consumables, traffic fines and tyre puncture repair, please consider making gratuity and leave-replacement costs reimbursable Type 3 items or revising the 7% charge.	No change, clause remains same as per RfP.
30	Driver CTC / Type 3 provisions		Minimum Wage Revision Please confirm that revisions in State-notified minimum wages during the 60-month term will be automatically reflected in the Type 3 reimbursement of the Driver's fixed component and specify the supporting documents required.	No change, clause remains same as per RfP.
31	Section VIII, Clause 8.8(16)		Contract Labour Compliance Where Designated Drivers report at Client premises, please clarify the Principal Employer and Contractor responsibilities, including registration/licensing requirements under applicable labour laws.	No change, clause remains same as per RfP.
32	Section VI / labour compliance provisions		Wet/Dry Conversion Clause 8.8(16) permits conversion between wet and dry lease twice during the Lease Period. Please clarify the compensation/ liability for an existing Designated Driver where wet-to-dry conversion results in employment-related costs.	No change, clause remains same as per RfP.
33	Section VIII, Clause 8.8(16)		Conditionality of CESL Payment Clause 5(7) links CESL's payment to receipt of payment from the Client. Please consider making CESL's payment obligation unconditional or provide suitable payment protection/interest for delayed payments.	No change, clause remains same as per RfP.

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34	Section VI, Clause 5(7)		Early-Payment Incentive – Clause 5(9) Please clarify the nature of the 0.50%/0.25% early-payment charge, its interaction with the late-payment provision, and whether it applies where the Client pays promptly but CESL remits payment to the Service Provider later.	No change, clause remains same as per RfP.
35	Section VI, Clause 5(9)		Assignment of Receivables Please confirm whether the Selected Bidder may assign or create a charge over receivables under the Rate Contract/Purchase Orders in favour of lenders or financiers, with CESL acknowledging such assignment.	No change, clause remains same as per RfP.
36	SCC GCC 5.5 / receivables		Performance Security – Cumulative Requirement Please clarify whether additional Performance Security tranches may be furnished through one consolidated instrument, whether the security reduces as vehicles complete their lease terms, and how the requirement will be handled where banks do not provide guarantees for the full stipulated tenure.	No change, clause remains same as per RfP.
37	SCC GCC 5.8		Hypothecation and Lender Security As vehicles are registered in the Client's name and hypothecated to the Service Provider, please clarify whether the Service Provider's lender can be recorded as hypothecate/nominee and the Client's obligations for creation/release of such security.	No change, clause remains same as per RfP.
38	Section VIII, Clauses 6.1(2), 8.4(1)		GPS/Telematics – Clause 8.4(4) Please clarify whether non-location diagnostic data such as battery SOH, SOC, charge cycles, fault codes and odometer readings may be collected, as such data is required for monitoring contractual battery and maintenance obligations.	No change, clause remains same as per RfP.

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39	Section VIII, Clause 8.4(4)		One-Hour Replacement SLA – Clause B.2 Please clarify whether the one-hour replacement SLA is subject to the Threshold Demand and service-centre qualifications, when the one-hour clock starts, and whether an aggregate cap on SLA penalties will apply.	**Clarification:** Replacement vehicle to be provided within 01 hour from the time of intimation of breakdown by the client/CESL through (Call/SMS/WhatsApp/E-mail etc)
40	SLA, Clause B.2; Section VIII, Clause 2.3(3)		Service Centre Proximity – Clause 2.3(3)(a) Please confirm that the requirement means the relevant authorised service centre must be within 100 km of the Client premises.	No change, clause remains same as per RfP.
41	Section VIII, Clause 2.3(3)(a)		Total Loss – Clause 8.5(5) Please consider making Return-to-Invoice insurance mandatory and treating its cost as a Type 1 item to ensure uniform pricing and protection against the shortfall between insurance settlement and outstanding finance.	No change, clause remains same as per RfP.
42	Section VIII, Clause 8.5(5)		Change in Law As prices are fixed for 60 months, please clarify the treatment of changes in GST, road tax/registration exemptions and statutory wage revisions, or introduce an appropriate change-in-law pass-through mechanism.	No change, clause remains same as per RfP.
43	Commercial / Change in Law provisions		Depreciation and Tax Treatment Please clarify the party entitled to claim depreciation and the Service Provider's eligibility for input tax credit, considering that the E-Car is registered in the Client's name while being owned/hypothecated to the Service Provider.	It is an internal process/matter of bidder.

44	Section VIII, Clause 6.1(2); applicable tax provisions		Financial Bid Validity Form 26 refers to validity of at least 75 days, while ITB clause 9.3/TIS specify 180 days. Please clarify the applicable Bid Validity period.	**Form 26: Amended and attached** The details quoted herein shall stand valid at least for 180 Days from the date of opening of techno-commercial Bid.
45	Form 26; ITB Clause 9.3; TIS		Appointment of Arbitrator The TIS names the MD & CEO of CESL as the Appointing Authority for Arbitration. Please consider appointment through a neutral mechanism in accordance with applicable arbitration principles.	No change, clause remains same as per RfP.
46	Section-VIII, Qualification Criteria, Technical Qualification Requirements, point "c"	The Bidder should have an experience ('Qualifying Experience') of deploying 4 wheeler cars/commercial 4 wheeler or above (100% owned or hypothecated in the name of Bidder or its financers) at any government and/or private company and/ or as fleet operator, anywhere in India, such that the minimum total number of 4-wheeeler cars/commercial 4 wheeler and above deployed is 320 Nos.in any one year out of the last five (5) financial years, ending 31st March of the previous financial year, Note: 1. In case of a Consortium, all the members have to individually meet the above criterion. A contract which is either completed or is ongoing, from the last at least one year prior to the Bid Submission date will be considered as a 'Eligible Contract		**Amended as:** The Bidder should have an experience ('Qualifying Experience') of deploying 4 wheeler cars/ commercial 4 wheeler or above (100% owned or hypothecated in the name of Bidder or its financers) at any government and/or private company and/ or as fleet operator, anywhere in India, such that the minimum total number of 4-wheeeler cars/commercial 4 wheeler and above deployed is 320 Nos.in any one year out of the last five (5) financial years, ending 31st March of the previous financial year, Note: 1. In case of a Consortium, all the members have to individually meet the above criterion.

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PB : mvenugopal(MANGALI VENUGOPAL)
Date : 09-09-2026

47	Section-VIII, Qualification Criteria, Financial Qualifying Requirements, point “a”	Average Annual financial Turn Over (ATO) of the Bidder during the last three (3) financial years, ending 31st March of the previous financial year, should be at least **Rs. 47.32 Crores**, as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India. Note: In case of a Consortium, the combined turnover of both the consortium partners shall be considered. Note: For a Bidder, the annual Turn Over (ATO) shall mean realization out of sales of Goods and Services excluding any tax (Direct or Indirect) levied by a Government instrumentality.		**Clarification:** Average Annual financial Turn Over (ATO) of the Bidder during the last three (3) financial years, ending 31st March of the previous financial year, should be at least **Rs. 47.32 Crores**, as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India. Note: In case of a Consortium, the combined turnover of both the consortium partners shall be considered. Note: For a Bidder, the Annual Turn Over (ATO) shall mean realization out of sales of Goods and Services excluding any tax (Direct or Indirect) levied by a Government instrumentality. Note: It may be noted that the Bidder’s existence for a minimum period of one (1) Financial Year shall be sufficient for the purpose of this eligibility criterion. Accordingly, for the purpose of assessing compliance with the Average Annual Turnover (ATO) requirement, the audited financial statements corresponding to the Financial Years during which the Bidder has been in existence shall be considered. The ATO shall be calculated based on the number of completed Financial Years for which the Bidder has been in existence, in case of existence of bidder in operation is less than previous 3 financial years from bid opening date, MAAT shall be calculated for available years by averaging out for available years (for e.g. if year of existence is 2 years, then MAAT shall be determined by dividing Total Turnover for 2 years by 2) for Financial QR compliance.

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

(To be submitted on Letter head by Sole Bidder or both members of Consortium)

Bid Document No.: **Error! Reference source not found.**

Bid Document Date:

To

Head (Contracts)
Convergence Energy Services Limited
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Sub: Form 19: Compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding"

Ref: "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II issued by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Public Procurement Section dated 19.07.2024, including any amendments or modifications to the same from time to time

Dear Sir/ Madam,

This is to undertake that this Bidder shall ensure at least 50% local content in the Goods and Services being offered/quoted/supplied against the aforementioned Tender, in compliance of "Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding" vide Order vide No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, Public Procurement Section dated 19.07.2024, including any amendments or modifications to the same from time to time.

Thanking you,

Date: …………………………….

Place: ……………………………

Seal of Organization & Signature of Authorized Signatory

Amended Form 26: Format of Financial Bid

[IMPORTANT NOTE: THE FINANCIAL BID SHALL ONLY BE SUBMITTED IN THE ELECTRONIC FORMAT. IT SHALL NOT BE SUBMITTED IN HARD COPY OR AS A PART OF THE TECHNICAL BID.]

(To be submitted on Letter head without Numbers/Figures)

Bid Document No.: **Error! Reference source not found.**

Bid Document Date:

To

Head (Contracts)
Convergence Energy Services Limited
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place,
New Delhi – 110001

Sub: Form 26: Financial Bid

Dear Sir/ Madam,

We, the undersigned …......................…. [Insert name of the Sole/Lead Bidder 'Party 1'], having read, examined, and understood in detail the Tender for "Appointment of Service Provider(s) for Deployment of 600 nos. of Electric Vehicles on a PAN-India basis" submit our Financial Bid. We hereby undertake and confirm that:

a) We have submitted our Financial Bid strictly in accordance with the Tender without any deviations or condition.
b) Our Financial Bid is consistent with all the requirements of submission as stated in the Tender and subsequent communications.
c) Under no circumstances shall escalation in prices of this Financial Bid be entertained by CESL.
d) The details quoted herein shall stand valid at least for 180 Days from the date of opening of techno-commercial Bid.
e) Our quoted Lease Factor is as per the Annexure attached herein.

Dated the ……………. [Insert date of the month] day of ……………. [Insert month, year] at ……………. [Insert place].

Thanking you,

Date: …………………………….

Place: ……………………………

Seal of Organization & Signature of Authorized Signatory

Signature :-
Subject : CN=MANGALI VENUGOPAL, SERIALNUMBER=6255ef467faddea6ed041d61a
2b0df90330ce06ba7e403d2817307f0d63, ST=Delhi, OID.2.5.4.17=110003
, OID.2.5.4.20=f59798cc72cc9a25f05c1e90ed13c2091051858621e3b10b38
4b98b9fab74d84, OU=MANAGER TECHNICAL, O=CONVERGENCE ENERGY SERVIC
ES LIMITED, C=IN
User ID : mvenugopal
Serial No : 5CCEE8401C20426EBEB6B8F8D55A6735
PB : mvenugopal(MANGALI VENUGOPAL)
Date : 09-09-2026

New Forms in Section-IX

FORMS AND FORMATS

Form 2b. BID SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: ....

Date: ....

To: (insert Name and Address of Employer)

WHEREAS M/s. …. (Insert name of Bidder) …… having its Registered/Head Office at ….. (Insert address of the Bidder) ……….. (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for '………………………………..', under Specification No.: ………………….. (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE .... *(insert name & address of the **Insurer**)* .... having its Registered/Head Office at ....*(insert address of registered office of the **Insurer**)*........ (hereinafter called "**the Insurer** " which expression shall include its successors, administrators, executors and assigns), are bound unto ......*(insert name of Employer)*..... (hereinafter called "the Employer") in the sum of ....*(insert amount of Bid Security in figures & words)*......................... .... for which payment well and truly to be made to the said Employer, the **Insurer** binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said **Insurer** this .... day of .... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) To sign the Contract Agreement, in accordance with Conditions of the Tender, or

(ii) To furnish the required performance security, in accordance with Conditions of the Tender.

or

(6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including .... *(insert date in line with stipulations of the tender)* ...., and any demand in respect thereof must reach the **Insurer** not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed __________ (*value in figures*) ______________ [________________________ (*value in words*) ______________].
2. This **Insurance Surety Bond** shall be valid up to _________*(validity date)*___________.
3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _________ (*validity date*) ___________

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature__________________________

Name__________________________

Designation__________________________

Contact Number(s): Tel.______________Mobile______________

Fax Number_______________________

email ____________________________

Common Seal ______________________

Witness:

Signature_______________________

Name_______________________

Address_______________________________

Contact Number(s): Tel.______________Mobile______________

email ____________________________

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor; the Bidder shall be the principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.

Form 3c. FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: *(insert Name and Address of the Insurer)*

Ref..: Forfeiture of Bid Security Amount against **Insurance Surety Bond** No. …… …………… dated ………… for …………….., issued by you on behalf of M/s. ………*(insert name of the Bidder)* ………...

Dear Sirs,

Please refer to the subject Insurance Surety Bond executed by you in our favour for …………………….. as Bid Security for the bid submitted by M/s. ………*(insert name of the Bidder)* ………... against ….. *(insert name of the Package)* ………. ; Specification No. ……………………..

As per the terms of the said guarantee, the **Insurer** has guaranteed and undertaken to pay immediately on demand by the Employer the amount of …………….. without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the **Insurer** irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to …. *(insert name of the Employer)* …….. owing to the occurrence of the condition referred to at Sl. No. …….. The **Insurer** is requested to remit the full guaranteed sum ……………………… towards proceeds of the bid security in the form of Demand Draft in favour of '…. *(insert name of the Employer)* …….', payable at ….*(insert place of the Employer)*….'.

Thanking you,

For.................(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:

…..*(Registered Office of the* **Insurer***)*….

Form 3d. FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: *(insert Name and Address of the* **Insurer***)*

Ref..: Conditional Claim against Insurance Surety Bond No. …… …………… dated ………… for …………….. valid up to …………… issued by you on behalf of M/s. ………*(insert name of the Bidder)* ………...

Dear Sirs,

Please refer to the subject **Insurance Surety Bond** executed by you in our favour on behalf of M/s. ………*(insert name of the Bidder)* ………..., who have submitted this **Insurance Surety Bond** to us towards Bid Security against ….. *(insert name of the Package)* ………. ; Specification No. ……………………

We, ………. *(insert name of the Employer)* ……….. do hereby request you to lodge our claim/demand against the subject **Insurance Surety Bond** for full guaranteed sum. Kindly note that this claim/demand against the subject **Insurance Surety Bond** is without any further notice in case the amendment to **Insurance Surety Bond** No. …………….. dated ………….. extending its validity upto ………………. is not got arranged by ………*(insert name of the Bidder)* ……….. in our favour and are not received by us upto …………... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this **Insurance Surety Bond** shall be forwarded to us in form of demand draft in favour of '…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….'.

This is without prejudice to our right under this guarantee, any other related document with reference to this guarantee and under the law.

Thanking you,

For.................(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:

(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject **Insurance Surety Bond** extending the validity up to ……………. is received by us by……….

Form 6c. PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: ....

Date: ....

NOA/Contract No...................................

…………..[Name of Contract] ……………………

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on .... (insert date of the notification of award)….by you to M/s .... (Name of Contractor) ....,

(or)

signed on ....(insert date of the Contract)…..... between you and M/s .... (Name of Contractor) ....,

having its Principal place of business at ………....(Address of Contractor) .... and Registered Office at ………....(Registered address of Contractor) .... ("the Contractor") concerning ……..................….. (Indicate brief scope of work) .... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on ....(insert date of the Contract)…..... between you and M/s .... (Name of Contractor) ....,

(or)

vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s .... (Name of Contractor) ....

having its Principal place of business at ………....(Address of Contractor) .... and Registered Office at ………....(Registered address of Contractor) .... ("the Contractor") and the Contract ("the Contract") signed on ....(insert date of the Contract)…..... between you and M/s .... (Name of Associate) ...., having its Principal place of business at ………....(Address of Associate) .... and Registered Office at ………....(Registered address of Associate) ...., the Associate of the Contractor for executing the Facilities concerning ……..................….. (Indicate brief scope of work) .... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ………(insert name & address of the issuing **Insurer**) ………, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws of .... and having its Registered/Head Office at …..…….(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to you up to ………………………….. i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……………. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this **Insurance Surety Bond** shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ……………. (dd/mm/yy) 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 Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this **Insurance Surety Bond** shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _________ (*value in figures*)____________ [______________________ (*value in words*)____________].

2. This **Insurance Surety Bond** shall be valid upto ________*(validity date)*__________.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before ________ (*validity date*) __________.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature________________________

Name________________________

Designation________________________

Contact Number(s): Tel.______________Mobile______________

Fax Number________________________

email _____________________________

Common Seal of the Insurer ______________________

Witness:

Signature________________________

Name________________________

Address_______________________________

Contact Number(s): Tel.______________Mobile______________

email _____________________________

Note:

1. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

Form 13b. FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No.............................. Dated:.................

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. …… …………… dated ………… for …………….., issued to you on behalf of M/s. ………*(insert name of the* Contractor*)* ………….... in respect of Contract No. ……………. dated …………….. for …….. *(insert name of the Package alongwith the Project name)* ………. (hereinafter called original **Insurance Surety Bond**).

At the request of M/s.………… *(insert name of the* Contractor*)* …..............., We ………*(insert name & address of the **Insurer**)* ………, a **Insurer** organized under the laws of .... and having its Registered/Head Office at ….………*(insert address of registered office of the **Insurer**)*…….........………… do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. …………….............. Dated ..………... for a further period of .... Years/Months from .... to expire on .... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. ....……………..... dated .... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature________________________

Name________________________

Designation________________________

Contact Number(s): Tel.______________Mobile______________

Fax Number_______________________

email ____________________________

Common Seal ______________________

Witness:

Signature_______________________

Name_______________________

Address______________________________

Contact Number(s): Tel.______________Mobile______________

email ____________________________

Note :

1. **The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

4. The Employer shall be the Creditor; the Bidder shall be the principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5. While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.

**